

Terms and conditions of insurance for

MasterCard Platinum
MasterCard Gold
MasterCard Gold in €
MasterCard Gold in US\$
MasterCard Standard

Terms and Conditions of Insurance for Charge and Credit Cards issued by Credit Suisse

I. Structure of the Conditions / Definitions / Introduction

I.) A. Structure of the Conditions

The Terms and Conditions of Insurance are composed of the following sections:

- I. Structure of the Conditions / Definitions / Introduction
- II. Table of Benefits
- III. General Conditions of Insurance and Information for Customers
- IV. Special Conditions of Insurance
- V. Claims Table

A conclusive list of insured benefits covered supplementary to the General Conditions of Insurance and the Special Conditions of Insurance is given in the Table of Benefits. Where inconsistencies arise, the Table of Benefits shall take precedence. The General Conditions of Insurance are always applied if no other regulation is provided in the Special Conditions of Insurance. Where inconsistencies arise, the Special Conditions of Insurance shall take precedence.

Finally, the Claims table lists the forms of evidence to be submitted when an *insured event* occurs. Where inconsistencies arise, the claims table shall take precedence over the General Conditions of Insurance and the Special Conditions of Insurance.

I.) B. Definitions

Meanings of terms used in the Terms and Conditions of Insurance

Abroad

all countries outside the national territory in which the *insured person* has his/her officially registered legal domicile.

Additional cardholder

the person to whom the *issuer* issued an additional card at the request of the *main cardholder*.

Advances

are payments made by the *Assistance service provider* which are not reimbursed by an *insurer* and which must be repaid by the *insured person* to the *Assistance service provider* within a month of the advance being made or his/her return to the *country of residence*.

Assistance service provider

the service provider specified in the Table of Benefits.

Card

the charge and/or credit card issued by the *issuer*.

Cardholder

the holder of a *card*.

Claims adjuster

the insurer specified in the Claims Table.

Country of residence

the country in which the *insured person* has his/her officially registered legal domicile.

Excess

the amount not reimbursed by the *insurer* but borne by the *insured person* each time an *insured event* occurs; see Table of Benefits.

Close relatives

spouses, registered or life partners, children, parents, siblings, parents-in-law, sons/daughters-in-law, brothers/sisters-in-law.

GCI

the General Conditions of Insurance applicable to all insurance benefits (Part III).

Insurer

the insurer specified in the Table of Benefits

Insured event

the incident leading to a loss covered by the insurance.

Insured person

the *main cardholder* and the additional cardholder, his/her spouse, registered or life partner residing within the same household, as well as the *main cardholder's* dependants up to 23 years of age, irrespective of their legal domicile.

Insured sum

maximum level of the claim for benefits as shown in the Table of Benefits.

Issuer

Credit Suisse, the principle issuer of the *cards*, and third parties mandated to process card services (in particular Swisscard AECS AG).

Main cardholder

the person who submitted the application for the main *card* with the *issuer* and who, at his/her own responsibility and cost, may apply for additional *cards*.

Public transport

the following commercial means of transport for the public officially authorised to provide scheduled land, sea or air services: railway trains, trams, subways, elevated railways, omnibuses, ships or aircraft authorised to provide civil air transport, as well as taxis and rental vehicles, i.e. vehicles used in exchange for payment.

The following are not considered *public transport* within the terms of these conditions:

- Rail vehicles in pleasure parks or similar facilities;
- Ski lifts;
- Buses and aircraft operating sightseeing trips or flights (arriving and departing from the same place);
- Aircraft whose owner or lessee is the *cardholder*;
- Rented (chartered) aircraft (not aircraft providing scheduled flights);
- Spacecraft, aircraft operated by armed forces or aircraft for the operation of which special authorisation is required;
- Other means of transport principally used as dwellings, e.g. cruise ships, motorised homes, caravans, house boats, etc.

SCI

the Special Conditions of Insurance which are valid for specified insurance benefits (Part IV).

I.) C. Introduction

Credit Suisse has concluded a group insurance contract with the *insurers*, through which *cardholders* and other *insured persons* are entitled to claim certain benefits **from the *insurers*, not, however, from Credit Suisse and/or third parties charged with processing the contractual relationship (Swisscard AECS AG in particular).**

The *main cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making claims for benefits, and also that the General Conditions of Insurance can be obtained at any time from Swisscard AECS AG, Neugasse 18, CH-8810 Horgen, or called up on the Internet under www.swisscard.ch.

The *insurer* concerned is to be notified immediately of *insured events* as soon as a claim is acknowledged by the insured, otherwise entitlement to benefits may be lost.

The *insurer* retains the right to modify these Conditions of Insurance (incl. the *insured sums*) in coordination with and with the consent of the *issuer*. The *main cardholder* shall receive appropriate notification of any **modifications** to the conditions, and such are **considered accepted if notice is not given to cancel the card on a date prior to that on which the modifications enter into force.**

This English translation may be used for information purpose only, the German wording prevails in case of litigation.

II. Table of Benefits

Description of insured benefits for each insured event	Insured sums in CHF					Geographical validity	Insurer / Assistance service provider	
	MasterCard Platinum	MasterCard Gold	MasterCard Gold in EUR	MasterCard Gold in US\$	MasterCard Standard			
Transport Accident Insurance occurring on <i>public transport</i> (air, rail, sea, bus, taxi, rental vehicle)								
Disability (pro-rata, depending on degree of disability)	1 000 000	700 000	700 000	700 000	400 000	worldwide	ACE	
Accidental Death: Adults and children over the age of 12	1 000 000	700 000	700 000	700 000	400 000			
Death: children up to the age of 12	20 000	20 000	20 000	20 000	20 000			
Death: children up to the age of 2½	2 500	2 500	2 500	2 500	2 500			
Search, rescue, recovery, repatriation costs together up to of which max. for search operations	60 000	60 000	60 000	60 000	60 000			
Travel costs for a single hospital visit by a close relative of the insured person	10 000	10 000	10 000	10 000	10 000	abroad		
Kidnap/Hijack after 24 hours ... after 72 hours	2 000	2 000	2 000	2 000	2 000			
	3 750	X	X	X	X	worldwide		
	7 500	X	X	X	X			
Travel Inconvenience Insurance Reimbursement of cost of meals, hotel and alternative conveyance with a scheduled airline								
> 4-hour departure delay						worldwide	ACE	
Flight cancellation without alternative, after 4 hours	X	X	150	150	X			
Refusal of conveyance without alternative, after 4 hours								
Missed connection without alternative, after 4 hours								
Reimbursement of costs for essential clothing and toiletries in the case of								
luggage delay of at least 6 hours	X	X	300	300	X	worldwide on outbound trip		
luggage delay of at least 48 hours	X	X	700	700	X			
Global Assist (personal assistance) Arrangement of assistance and <i>advances</i>								
Organisation and arrangement (without reimbursement of costs) of								
Destination information (vaccinations, weather, etc.)	✓	X	X	X	X	worldwide		AXA Assistance
Physician, lawyer referrals, etc.						abroad		
Replacement of lost travel documents, incl. tickets	✓	X	X	X	X			
Lost luggage assistance Passing on urgent messages								
Repatriation of accompanying dogs and cats in the case of the insured person's hospitalisation	✓	X	X	X	X	abroad		
Advances								
for physicians'/hospital expenses	4 500	X	X	X	X	abroad		
for lawyers' and interpreters' expenses	4 500	X	X	X	X			
for payment of bail bond	15 000	X	X	X	X			
in the case of loss of cash or traveller's cheques	1 200	X	X	X	X			
Arrangements and reimbursement of costs								
Shipping of prescription drugs and replacement spectacles incl. reimbursement of costs	✓	X	X	X	X	abroad		

The benefits shown against a grey background are conditional upon the use of the card.

X means: not included in card benefits

✓ means: included in card benefits

II . Table of Benefits (continued)

Description of insured benefits for each insured event	Insured sums in CHF					Geographical validity	Insurer / Assistance service provider
	MasterCard Platinum	MasterCard Gold	MasterCard Gold in EUR	MasterCard Gold in US\$	MasterCard Standard		
Gold Assist (additional assistance services and benefits with reimbursement of costs)							
Arrangements and reimbursement of costs							
Repatriation, hospital visit, repatriation of children, burial <i>abroad</i> or repatriation of mortal remains						<i>abroad</i>	AXA Assistance
Travel allowance for an <i>insured person</i> to accompany a sick or injured person home	✓	X	X	X	X		
Travel allowance to accompany a child under the age of 15 home in an emergency							
Cost of a replacement driver	Rail 1st class/ Taxi 40/ Air (business class) as of 700 km	X	X	X	X		
Travel costs for a single hospital visit by a <i>close relative</i> of the <i>insured person</i>	Travel allowance	X	X	X	X		
Repatriation in the case of hospitalisation or death of a <i>close relative</i>	2 000	X	X	X	X		
Hotel stay (up to 5 days), where ordered by a physician after a period of hospitalisation	150	X	X	X	X		
Transport to hospital, transfer to another hospital, repatriation	✓	X	X	X	X		
Search, rescue and recovery operations	10 000	X	X	X	X		
Rescue from ski pistes	300	X	X	X	X		
Burial <i>abroad</i> or repatriation of mortal remains up to	3 000	X	X	X	X		
Transport costs after recovery of lost luggage	1 000	X	X	X	X		
Interpreters' fees	✓	X	X	X	X		
Health insurance for travel <i>abroad</i> for journeys of up to 90 days in length (120 days in any 365-day period) for persons up to the age of 80							
Cost of treatment, hospitalisation	10 000	X	X	X	X	<i>abroad</i>	AXA Assistance
Dental treatment	300	X	X	X	X		
Cost of repatriation from <i>abroad</i>	✓	X	X	X	X		
<i>Excess</i> per person per insured event	50	X	X	X	X		
Home Assistance							
<i>Advance</i> for rescue costs	10 000	X	X	X	X	Place of residence	AXA Assistance
Hotel costs (for 2 nights) if home uninhabitable	150	X	X	X	X		
Cost of a locksmith if keys are lost	150	X	X	X	X		
Vehicle Assistance for vehicles registered in CH, FL & EU							
Vehicle recovery	Costs reimbursed	X	X	X	X	EU, EFTA & neighbouring Med. countries excluding country of domicile	AXA Assistance
Vehicle repair	300	X	X	X	X		
Towing costs	300	X	X	X	X		
Repair and towing, shipping of spare vehicle parts, vehicle repatriation or disposal	✓	X	X	X	X		
Repair and towing, shipping of spare vehicle parts, vehicle repatriation or disposal	100	X	X	X	X		
Storage of vehicle	Costs reimbursed	X	X	X	X		
Hotel accommodation (for 5 nights) while vehicle being repaired, max CHF 1'000 in total; alternative: travel allowance	100	X	X	X	X		
Platinum Assist Travel Cancellation and Curtailment Insurance for cost of travel and board/accommodation							
Cancellation or curtailment of travel due to death, accident, illness, etc.	15 000					<i>abroad</i>	ACE
Delayed arrival > 12 hours Delayed arrival due to vehicle breakdown, accident, labour dispute, bad weather, etc.		X	X	X	X		
<i>Excess</i> per insured person in case of cancellation or curtailment of travel	120						

The benefits shown against a grey background are conditional upon the use of the *card*.


X means: not included in *card* benefits
✓ means: included in *card* benefits

II . Table of Benefits (continued)

Description of insured benefits for each insured event	Insured sums in CHF					Geographical validity	Insurer / Assistance service provider
	MasterCard Platinum	MasterCard Gold	MasterCard Gold in EUR	MasterCard Gold in US\$	MasterCard Standard		
Loss damage waiver for Rental Cars (LDW) for passenger cars authorised to carry up to 9 people (excluding vintage cars or vehicles valued in excess of CHF 80 000) for rentals up to 31 days							AXA Assistance
Comprehensive accidental damage insurance	80 000						
Excess per claim	400						
Unused hire time due to hospitalisation or if the only eligible driver is prescribed bed-rest (as of 7 day-hire period)	40 per day max 500	X	X	X	X	abroad	
Cost of returning the vehicle in the case of accident or illness	500						
Cost of a locksmith / replacement of keys	100						

The benefits shown against a grey background are conditional upon the use of the card.

X means: not included in card benefits
✓ means: included in card benefits

Insurer:	Insurer and Assistance Service Provider:
 <p>ace europe</p> <p>ACE European Group Limited, London Zurich branch P.O. Box 19, CH-8034 Zurich</p> <p>Senior Executive Manager: Gotthard Spohr Commercial Register of Zurich, CH-020.9.002.017-9 www.aceeurope.ch, info.ch@ace-ina.com</p> <p>Telephone (claims department): +41 (0) 44 825 20 16 Telephone (customer service): +41 (0) 44 825 20 04 Fax: +41 (0) 44 825 20 09</p>	  <p>Inter Partner Assistance, Brussels Geneva Branch P.O. Box 3329, CH-1211 Geneva 3</p> <p>General Agent: Claude Oppikofer Commercial Register of Geneva, CH-660-0274984-0 www.inter-partner.ch geneva.plateau@ip-assistance.com AXA Assistance is the Assistance service provider and claims adjuster appointed by Inter Partner Assistance. For assistance and claims, please contact AXA Assistance directly.</p> <p>AXA Assistance Deutschland GmbH Garmischer Strasse 8 – 10, DE-80339 Munich, Germany Telephone Global Assist: +41 (0) 44 342 45 70 Telephone Gold Assist: +41 (0) 44 342 45 50 Telephone Platinum Assist: +49 (0) 89 500 70 232 Claims department: +49 (0) 89 500 70 226 Fax: +49 (0) 89 500 70 410</p>

III. General Conditions of Insurance and Information for Customers (GCI)

The GCI (Part III) are applicable supplementary to the SCI (Part IV) below. The benefits agreed in the contract are listed below in the SCI (Part IV). The insured sums and the insurer providing the benefits agreed in the contract are listed in the Table of Benefits (Part II).

1 When does insurance cover commence and when does it terminate?

- 1.1 Insurance cover commences when the *cardholder* receives the *card*. It is granted to *insured persons* in accordance with the General Terms and Conditions of the *issuer* if an effective agreement to provide card services exists between the *cardholder* and the *issuer*. When claims are made, the *insurer* shall enquire of the *issuer* if such an agreement exists.
- 1.2 Insurance cover for certain benefits may be subject to time limits. Please note the details set out in the *SCI*. In cases where insurance cover is subject to time limits, the day of arrival and the day of departure are each regarded as a single day.
- 1.3 Insurance cover ends definitively upon termination of the card agreement, as set out in the General Terms and Conditions of the *issuer*.

2 When is insurance cover restricted or when does cover not exist?

2.1 Similar claims

If a single *insured event* gives rise to theoretically similar claims comprising various insurance benefits as set out in the *SCI*, the benefit due shall not exceed the highest single benefit payable. Insurance benefits may not be accumulated.

2.2 Third-party benefits

With the exception of death and disability benefit under Transport Accident Insurance (where covered), the following applies: When an *insured event* occurs, if the *insured person* is entitled to make a claim against social insurance, this indemnification shall take precedence over the benefits set out in the terms and conditions of this insurance (Part I – Part V). If the *insured person* is entitled to claim benefits from another private insurance policy, each insurer is liable for the claim to the extent the insured sum with each insurer stands in proportion to the total of all insured sums.

The insurer initially notified of an *insured event* is liable for advance payment of benefits. If the *insured person* is entitled to make claims against third parties (e.g. health insurers, statutory social accident or pension insurers, statutory medical or accident insurers, other insurances or individuals), the *insured person's* claims are subrogated to the *insurer* to the extent of the losses that have been indemnified or to the extent of the *insurer's* share of the total *insured sum*. As required the *insured person* is obliged to provide the *insurer* with a subrogation agreement (transfer of rights).

If the *insured person* cedes claims or a right serving to secure a claim without the approval of the *insurer*, the *insurer* shall be relieved of the obligation to provide benefits to the extent the *insurer* might have been able to replace such through the claim or rights ceded.

2.3 Exclusions

Apart from the limits and exclusions listed in the *SCI*, without exception no insurance cover is granted for losses

- 2.3.1 that are intentionally caused by the *insured person*;
- 2.3.2 that are caused by the *insured person* while intentionally participating in or attempting to participate in crimes;
- 2.3.3 arising through acts of war or civil war, whether war is openly declared or not. Entitlement to benefits from Transport Accident Insurance exists, however, if the *insured person* is taken unaware by such acts of war or civil war while on a trip *abroad*.

Entitlement to benefits is cancelled at the end of the 14th day after war or civil war commences in the national territory of the state in which the *insured person* is staying.

This extension is not valid for trips to or through states in whose territory war or civil war already prevailed. Further, it is not valid in cases of active participation in wars or civil wars or for losses arising and accidents caused by NBC weapons and in connection with war or warlike actions between the *country of residence*, China, France, Great Britain, Japan, Russia or the USA.

- 2.3.4 through nuclear energy;
- 2.3.5 directly or indirectly caused by or through discharge, dispersal, migration, escape, release or exposure to hazardous biological, chemical, nuclear or radioactive materials, gases, substances or contamination in any form whatsoever.

3 What should be done after an insured event occurs? (obligations)

The *insurer* cannot provide benefits without the cooperation of the *insured person*.

The *insured person* shall comply with the following obligations:

3.1 General:

- 3.1.1 to avoid claims and mitigate losses to the extent possible;
- 3.1.2 to acquaint the *insurer* truthfully and completely in detail of circumstances that may lead to benefits being payable by the *insurer*, immediately or within 30 days at the latest;
- 3.1.3 to submit to the *insurer* the documents listed in the Claims Table (Part V) or take steps to have these papers drawn up;
- 3.1.4 to permit the *insurer* to make reasonable inquiries to ascertain the cause and the scope of benefits payable;
- 3.1.5 to heed instructions given by the *insurer*;
- 3.1.6 to authorise third parties (e.g. physicians, other insurers, insurance carriers and authorities) to give information required if necessary;
- 3.1.7 to inform the *insurer* concerned of the existence of other insurance policies providing cover for an *insured event* and of claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties.

3.2 Depending on the insured benefit in question:

- 3.2.1 to consult a physician immediately after any accident that in all probability will lead to benefits being payable;
- 3.2.2 to follow the physician's instructions;
- 3.2.3 to submit to examinations by physicians acting on behalf of the *insurer*;
- 3.2.4 to report cases of accidental death within 48 hours even if the accident has already been reported;
- 3.2.5 to furnish the *insurer* with the right to have an autopsy performed by a physician appointed by the *insurer*, where appropriate, after an accident for which death benefit is claimed;
- 3.2.6 to report losses caused by crimes, fire or explosions without delay to the police at the competent police station and receive an authenticated copy of the report.
- 3.2.7 to report hospital treatment as soon as it has commenced and to have any medical aid and expenses approved by the *insurer* in advance of said treatment if expenditure in excess of CHF 400 is likely to be incurred and the *insured person* is deemed to be in a position to fulfil this obligation;
- 3.2.8 to report losses of baggage to the local police nearest to the place where the loss of luggage occurred within 24 hours after the loss is determined and to inform the travel company or hotel that was holding the luggage immediately and to have this notification confirmed in writing;
- 3.2.9 to take all measures necessary to recover lost or stolen objects and to identify, apprehend and prosecute in the courts the guilty party(ies);

4 What are the consequences of non-observance of obligations?

If a breach of any of the obligations occurs after an *insured event*, the *insured person* shall lose the insurance cover, unless the breach of the obligation was caused neither intentionally nor by gross negligence.

In cases of gross negligence, the *insured person* shall retain the insurance cover provided the breach of the obligations has neither influenced the determination of the scope of the *insured event* nor the assessment of the benefits due.

5 What conditions apply if benefits are provided?

- 5.1 Using the *card*, *insured persons* may claim for benefits payable under the insurance directly from the *insurer* concerned without the consent of third parties.

- 5.2 Prior to the time of payment, claims on the insurance may not be transferred or ceded without the consent of the *insurer*.
- 5.3 *Cardholders* are not relieved of the obligation to observe the General Terms and Conditions of the *insurer* merely because claims for benefits are pending with the *insurer*; *cardholders* must ensure card invoices are paid in full and on the due date for payment.
- 5.4 The *insurer* shall be obliged to issue a declaration to the *insured person* within one month (three months for claims for disability) about whether a claim will be recognised and the amount involved. Calculation of the above time periods shall begin once all necessary documents have been received.
- 5.5 Provision of disability benefits
- 5.5.1 The *insurer* shall assume payment of the medical fees incurred by the *insured person* on which basis a claim is made only if the *insurer* has requested the medical examination.
- 5.5.2 Once it is established in principle that disability benefits are payable, at the *insured person's* request the *insurer* shall make reasonable advance payments.
- 5.5.3 Both the *insured person* and the *insurer* shall be entitled to have the degree of disability determined by a physician annually, however, not later than five years after the accident. This right must be exercised
 – by the *insurer* in connection with the declaration of the benefits due as in 5.4 above;
 – by the *insured person* at the latest three months before the deadline expires.
- 5.5.4 Thus disability benefits shall be paid out as soon as the degree of permanent disability has finally been medically determined, at the latest five and a half years after the day the accident occurred.
- 5.6 If the *insurer* recognises the claim or comes to an agreement with the *insured person* about the basis for payments and the amount to be paid, benefits shall be paid within two weeks if this is permitted by the local regulations in the *country of residence*.
- 5.7 This obligation is regarded as having been fulfilled on the date the *insurer* transfers the sum involved.
- 5.8 Interest of 5% per annum is payable on the indemnity from the due date if the *insurer* or an organisation acting on the *insurer's* behalf does not make the payment within 30 days of it becoming due.
- 5.9 If official inquiries or criminal proceedings have been initiated against the *insured person* in connection with an *insured event*, the *insurer* can postpone payment until a final decision is made in the proceedings.
- 5.10 The *insurer* shall pay benefits directly to the *insured person* or, in case of death, to the heirs.
- 5.11 Payments directly credited to the *insured person's card* account shall be made in currency in which the *card* is issued. Costs incurred in other currencies, including processing fees, will be converted at the exchange rate in CHF to make charges to the *card* account of the *cardholder*. If no proof of the exchange rate is submitted to the *insurer* on the monthly invoice of the *card* account, the inter-bank exchange rate shown on the Internet site «Oanda.com» shall be employed.
- 6 When does a claim for benefits expire?**
 Claims arising from the contract of insurance are subject to the statutory limitation period. This is currently two years. Calculation of the time period commences when all elements of the case have been established, indicating that benefits are payable by the *insurer*.
- 7 Which court is responsible?**
- 7.1 For disputes arising from the conditions of insurance, the *insured person* and/or rightful claimants have the option of the legal venue:
 – with jurisdiction at the Swiss domicile (or the domicile of the branch) of the *insurer*;
 – with jurisdiction at the residence or domicile of the *insured person* and/or rightful claimants in Switzerland.
- 7.2 The legal venue for claims brought by the *insurer* shall be the court with jurisdiction at the domicile of the *insured person*.
- 7.3 Statutory conditions governing the jurisdiction of courts remain reserved in all cases.
- 8 How should the *insurer* be notified? What applies when a change of address occurs?**
- 8.1 All notifications or declarations intended for the *insurer* must be made in writing (e.g. letter, fax, e-mail). Such should be addressed to the management of the *insurer*.
- 8.2 If neither the *insurer* nor the *insurer* have been notified of a change of address, it shall be sufficient on their part to send any declaration of intent to be given to the *insured person* by registered letter to the last address known to the *insurer*. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.
- 9 Which legislation is applicable?**
 This contract is governed by Swiss law.
 The conditions of the Swiss Federal Act on Insurance Contracts of April 2, 1908 (FLIC) in the amended version of December 17, 2004 and in future versions of secondary legislation remain reserved provided such are not modified by compulsory requirements contained herein.
- 10 Ombudsman of the Swiss insurers**
 The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.
- Contact address in German-speaking Switzerland (head office)**
 P.O. Box 2646, 8022 Zurich
 Tel.: 044 211 30 90, Fax: 044 212 52 20
 E-mail: help@versicherungsombudsman.ch
- Branch in French-speaking Switzerland**
 Chemin Des Trois-Rois 5bis
 P.O. Box 5843, 1002 Lausanne
 Tel.: 021 317 52 71, Fax: 021 317 52 70
 E-mail: ombudsman@avocats-ch.ch
- Branch in Italian-speaking Switzerland**
 Via G. Pocobelli 8, P.O. Box
 6903 Lugano
 Tel.: 091 967 17 83, Fax: 091 966 72 52
 E-mail: avvcaimi@swissonline.ch
- 11 What rules apply to data protection?**
 The *insurer* shall be entitled to procure and process essential data from third parties involved in cases (e.g. the *insurer*) as necessary to administer the contract and process claims. The *insurer* shall also be authorised to procure all pertinent information necessary from such third parties and to inspect official files as required to administer the contract and to process claims.
 The *insurer* shall undertake to treat all such information confidentially and at all times strictly adhere to the laws governing bank client confidentiality. Data will be stored physically and/or electronically.
 If required, data shall be passed on to third parties, namely to co-insurers, reinsurers and other insurers participating in the contract, to service providers, the *insurer* and *Assistance service providers* within Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurers to assist in the enforcement of claims for recourse. The *insurer* shall be authorised to inform third parties – namely the relevant authorities, official agencies, and the *insurer* – to whom insurance cover was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a claim.

IV. Special Conditions of Insurance (SCI)

IV.) A. Transport Accident Insurance

1 What is insured and when does cover apply?

The various benefits and amounts agreed for the insurance contract are listed in the Table of Benefits and described in the following:

1.1 Scope of insurance

1.1.1 *Insured persons* shall be covered for accidents that occur while using *public transport* in accordance with the following provisions, provided that the tickets for the use of the *public transport* were paid for exclusively with the *card*.

1.1.2 Insurance cover

1.1.2.1 exists from the point of boarding to the point of alighting from *public transport* and for collisions in which *public transport* is involved;

1.1.2.2 commences at the point of departure stated on the ticket issued by the *public transport* and terminates at the final destination designated thereon;

1.1.2.3 exists for the purpose of starting or ending a journey paid with the *card* as a passenger in *public transport* on a direct and uninterrupted route to and from an airport, seaport or railway station, regardless of whether the use of this *public transport* was paid for with the *card* or not.

1.2 Insurance cover shall apply for

1.2.1 Accidents

An accident is any sudden, involuntary, external event which results in physical injury to the *insured person*.

An accident shall also be deemed to have occurred if, through increased exertion of the limbs or spinal column,

- a joint is dislocated or
- muscles, tendons, ligaments or joint capsules are sprained or torn.

1.2.2 Hijacking of *public transport*

Hijacking for the purposes of this Transport Accident Insurance refers to a situation where the normal crew of the *public transport* in which the *insured person* is travelling involuntarily hands over control to a person or persons who forced the hand-over by applying or threatening to apply force.

2 What benefits are provided?

2.1 Disability benefit

2.1.1 Conditions of eligibility for benefit:

2.1.1.1 Within five years of the date of an accident, a disability (permanent impairment of physical or mental functioning) results from this accident which is expected to persist throughout the life of the *insured person*.

2.1.1.2 If, as a result of injury sustained in the accident, the *insured person* dies within one year of the date of the accident, there shall be no claim to disability benefits. In such event, the death benefit described in 2.2 below shall apply.

2.1.2 Nature and level of benefit:

2.1.2.1 Disability benefit shall be paid out as a capital sum.

2.1.2.2 Benefit shall be calculated on the basis of the *insured sum* as indicated in the Table of Benefits and the degree of disability caused by the accident.

2.1.2.2.1 The following degrees of disability shall apply exclusively in the event of the loss or functional impairment of the parts of the body or sensory organs indicated below:

Arm	70%
Arm to above the elbow joint	65%
Arm to below the elbow joint	60%
Hand	55%
Thumb	20%
Index finger	10%
Other finger	5%

Leg

– above mid-thigh	70%
– up to mid-thigh	60%
– to below the knee	50%
– to the middle of the lower leg	45%
Foot	40%
Big toe	5%
Other toe	2%
Eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of partial loss or partial functional impairment, the corresponding proportion shall be determined on the basis of the applicable percentage as shown above.

2.1.2.2.2 For any other parts of the body or sensory organs, the degree of disability shall be measured by the extent of overall impairment to normal physical or mental functioning. Such calculation shall be based solely on medical factors; no account shall be taken of the *insured person's* earning capacity (occupation or business activity) or any actual reduction in income.

2.1.2.2.3 If any affected parts of the body or sensory organs or the functional ability thereof were already permanently impaired prior to the accident, the degree of disability shall be reduced to the extent of the prior disability. Such degree of disability shall be calculated in accordance with Paras. 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.3 If the accident results in the impairment of several physical or sensory functions, the degrees of disability calculated in accordance with the foregoing provisions shall be added together, subject to an upper limit of 100 per cent disability.

2.1.2.4 The degree of disability shall initially be assessed on the basis of any condition of the *insured person* deemed likely to be permanent, but within five years of the accident at the latest.

2.1.2.5 If the *insured person* dies

- from any cause unrelated to the accident within one year of the accident or
- from any cause unrelated to the accident within one year of the accident, and a claim for disability benefit had previously arisen, the *insurer* shall pay benefits based on the degree of disability which would have been reasonably expected based on the medical examination conducted.

2.2 Death benefit

If the *insured person* dies as a result of the accident within one year of the accident, the *insured sum* shown in the Table of Benefits shall be paid.

2.3 Search, rescue, recovery and repatriation costs

The insurance will reimburse the *insured person* up to the amount set out in the Table of Benefits for necessary costs incurred for:

- 2.3.1 Search, rescue and recovery operations (even if an accident is only presumed to have happened) carried out by public or private search and rescue services insofar as the latter generally charge for their services;
- 2.3.2 Transport to the nearest hospital;
- 2.3.3 Repatriation of mortal remains (standard return).

2.4 Hospital visit

If the *insured person* is hospitalised *abroad* for more than seven days as a result of an accident, the *insurer* shall pay the costs incurred by a *close relative* of the *insured person* in travelling out to the hospital. This benefit is payable once only per accident up to the *insured sum* shown in the Table of Benefits, even if the *insured person* has to spend several individual periods in the hospital.

2.5 Hijack benefit

If the *public transport* in which the *insured person* is travelling is hijacked, the *insured person* shall receive the *insured sum* stated in the Table of Benefits.

3 What is the effect of illness or infirmity?

The *insurer* shall pay out benefits only in respect of the consequences of an accident. If any illness or infirmity has contributed to the injury caused by the accident or the effects thereof, the benefits payable shall be reduced in proportion to the contributing factor of such illness or infirmity. However, no deduction shall be made where the contributing factor is less than 25 per cent.

4 What claims are excluded from cover?

4.1 In addition to the exclusions referred to in Para. 2 *GC*, there shall be no insurance for:

4.1.1 Accidents suffered by the *insured person* as a result of mental disorders or impairment of consciousness (including disorders or impairments caused by ingesting drugs, medicines or alcohol) and by strokes, epileptic fits or other types of fit or convulsion seizing the *insured person's* whole body.

However, insurance cover shall apply:

- to disorders or fits caused by an accident covered by this policy;
- to accidents caused by impairment of consciousness due to drunkenness; but where the accident occurred behind the steering wheel of a motor vehicle, cover shall only apply if the blood/alcohol concentration at the time of the accident was below the alcohol level defined as legal in the jurisdiction in which the accident occurred.

4.1.2 Accidents suffered by the *insured person*

- as the pilot of an aircraft (including sports aircraft), for which a pilot's licence is required under Swiss law, or as any other crew member of an aircraft;
- in performing any professional activity with the aid of an aircraft;
- while using spacecraft;
- as the driver or crew member of a means of *public transport*.

4.2 The following types of impairment are also excluded:

4.2.1 Damage to intervertebral discs, bleeding from internal organs and cerebral haemorrhages.

However, insurance cover shall continue to apply if an accident event covered under this Transport Accident Insurance, as defined in 1.2.1, is the predominant cause.

4.2.2 Damage to health due to radiation.

4.2.3 Infections.

4.2.3.1 Infections shall also be excluded where they are caused by

- insect stings or bites, or
- other minor cuts or wounds and entered the body via the pathogen either immediately or at a later date.

4.2.3.2 However, insurance cover shall apply in respect of:

- rabies, tetanus and
- infections, where the pathogen entered the body through an accidental injury, which is not excluded under 4.2.3.1.

4.2.4 Poisoning by ingesting solid or liquid substances through the throat.

4.2.5 Pathological disorders caused by psychological reactions, even if the disorder was caused by an accident.

4.2.6 Abdominal or lower abdominal hernias.

However, cover shall continue to apply where these are caused by a violent act or external influence falling within the scope of this Transport Accident Insurance.

IV.) B. Travel Inconvenience Insurance

1 What is covered?

1.1 Insurance cover is provided worldwide for costs incurred by the *insured person* in connection with scheduled flights as a result of

- delayed departures
- flight cancellations
- refusal of conveyance
- missed connecting flights
- delayed return or loss of luggage in connection with these flights.

The term «scheduled flight» within the context of these terms and conditions designates flights in an aircraft operated by an airline listed in the «Official Airline Guide» or in the «ABC World Airways Guide» which has a licence or authorisation to operate scheduled flights in accordance with the provisions of the respective country. It does not, however, include chartered and private flights. The flights in question must be subject to public tariffs and scheduled flight plans.

1.2 Insurance cover is granted subject to

- 1.2.1 the flight ticket having been purchased in full, with the *card*, before the scheduled departure time, and
- 1.2.2 the *insured person* being able to provide evidence that the insured costs mentioned in Para. 2.2 and Para. 2.3.2 below were actually paid using the *card*. However, insured children who are not *cardholders* may pay for the above costs in cash.

2 What insurance cover applies in which cases?

2.1 **Delayed departure, flight cancellation, refusal of conveyance, missed connecting flight**

Insurance cover is granted if

- 2.1.1 the departure of a booked flight is delayed by more than four hours;
- 2.1.2 the flight is cancelled or conveyance is refused due to overbooking, and suitable alternative conveyance is not provided within four hours;
- 2.1.3 the *insured person* misses a booked connecting flight due to a flight delay and suitable alternative conveyance is not provided within four hours of the delayed flight arriving.

2.2 The insurance will pay for

- 2.2.1 the cost of board and accommodation (food and drink, hotel expenses) paid with the *card* between the planned and actual times of departure, up to the amount shown in the Table of Benefits;
- 2.2.2 the cost of alternative conveyance, up to the amount shown in the Table of Benefits.

2.3 Lost/delayed luggage

- 2.3.1 Cover applies if the luggage is not returned within six hours of the arrival of the *insured person*.
- 2.3.2 Essential clothes and toiletries paid for with the *card* are reimbursed up to the amount stated in the Table of Benefits, provided that these goods were purchased at the place of destination
 - within four days of the arrival of the *insured person* and,
 - in the case of a delay in the return of luggage, prior to the arrival of the luggage.

If the luggage is delayed for more than 48 hours, costs are reimbursed up to the amount stated in the Table of Benefits.

3 In what circumstances will cover not apply (exclusions)?

In addition to the exclusions referred to in Para. 2.3 *GC*, insurance cover shall not be provided for

- 3.1 claims arising from the confiscation or requisition of goods by customs officials or other government authorities;
- 3.2 costs other than those mentioned in Para. 2.2 and Para. 2.3.2, in particular those incurred in connection with telephone calls, re-scheduling of flights, and alternative forms of conveyance;
- 3.3 an *insured person* voluntarily electing not to take a particular flight after having been offered compensation by the airline;

- 3.4 costs incurred after the return flight at the place or airport of destination;
- 3.5 costs incurred due to the *insured person* failing to
 - notify the airline or competent centre at the place of destination immediately of the lost luggage,
 - obtain a lost luggage receipt from the competent centre, and
 - take all reasonable steps to ensure that the luggage is returned as quickly as possible.

IV.) C. Travel Advice and Assistance for Emergencies Abroad (Global Assist)

1 When and where does this service apply?

- 1.1 Global Assist provides assistance services in connection with a trip *abroad*, as described below.
- 1.2 No geographical restrictions apply in respect of the travel information specified in 4.1.
- 1.3 The services described in Paras. 4.2 – 4.6 may be claimed in respect of a trip *abroad*.
- 1.4 The types of service available are described in Para. 4.

2 When will assistance services not be provided? (exclusions)

- In addition to the exclusions referred to in Para. 2.3 *GCI*, there shall be no insurance cover for
- 2.1 Expenses incurred for any doctor's fees, medical and/or treatment costs;
 - 2.2 Damage that was foreseeable by the *insured person* as highly likely to occur;
 - 2.3 Damage caused by gross negligence on the part of the *insured person*.

3 What is the situation regarding advances that are not reimbursable by a third party?

Any cash advances, delivery/transfer charges and purchase costs arranged and made on behalf of the *insured person*,

- shall only be paid if neither a American Express travel agency nor ATM is available in the vicinity of the *insured person*, and
- shall be debited from a *card* subject to authorisation by the *issuer* and the *insured person*.

If the *insured person* is not in possession of a *card*, either the *cardholder* must consent to the cost being debited from the *card's* account, or the *insured person* must provide some other form of security to the *Assistance service provider*.

4 What services are available?

4.1 Travel advice

- The following services for all destinations shall be supplied to the *insured person* upon request:
- 4.1.1 Information on current visa and entry requirements for all countries. If the *insured person* holds a passport from a country other than Switzerland or Liechtenstein, the *Assistance service provider* may be compelled to refer the *insured person* to the embassy or consulate of the country concerned.
 - 4.1.2 Information on current vaccination requirements for all countries prior to commencing any trip and information on current World Health Organisation warnings. However, the *Assistance service provider* shall not pay the cost of any such vaccinations.
 - 4.1.3 Information on the weather forecast *abroad*.
 - 4.1.4 Information on specific languages spoken at the travel destination.
 - 4.1.5 Information on time zones and time differences.
 - 4.1.6 Information on the opening hours of major banks including information and advice on the acceptability of various currencies and the main currency in use at the travel destination.

4.2 Emergency medical assistance

In the event of an unforeseen, acute medical emergency, i.e. a physical injury, or sudden or unforeseen illness suffered by the *insured person* while travelling which requires immediate inpatient or outpatient treatment by an approved physician and cannot be postponed until the *insured person* returns to his or her home country, the following services shall be provided.

4.2.1 Referrals/arrangements

- 4.2.1.1 Information on options for outpatient treatment, referrals to English or German-speaking physicians, or a physician plus interpreter if no English or German-speaking physician is available.
- 4.2.1.2 Referrals to physicians, clinical specialists, laboratories, hospitals, clinics, outpatient clinics, private nursing services, dentists, dental clinics, services for disabled persons, opticians, eye specialists, pharmacies and contact lens and medical aid suppliers.
- 4.2.1.3 Insofar as the law permits, arranging for any physician's prescriptions which have been mislaid or forgotten to be sent by a pharmacist in the *insured person's country of residence* to a local pharmacist. The *insured person* shall be responsible for the cost of medicines and all prescription charges.
- 4.2.1.4 Payment of costs and arrangements relating to the dispatch of
 - Medicines which are urgently required, where such medicines or an equivalent drug are not available locally and the dispatch of the medicine is permitted by law;
 - Replacements for spectacles or contact lenses destroyed or lost on the trip.
- 4.2.1.5 Sending a local physician to examine the *insured person* where such examination is urgently required due to the *insured person's* state of health or the circumstances of the situation.
- 4.2.1.6 *Advances* payable in the event of medical emergencies.
- 4.2.1.7 Making the necessary arrangements for the *insured person* to be admitted to a suitable hospital.

4.3 Loss of cash, credit cards, traveller's cheques and travel documents

If the *insured person* is robbed while travelling or loses his/her cash, traveller's cheques, *card* or travel documents, the following services shall be provided.

4.3.1 Loss of cash, credit cards or traveller's cheques

If cash, traveller's cheques or credit cards are lost, the *Assistance service provider* shall provide *advances* in an emergency.

4.3.2 Loss of travel documents

If travel documents required for the return journey are lost or stolen, the *Assistance service provider* shall assist in obtaining replacement documents. The *Assistance service provider* shall not pay the charges payable for issuing new documents.

In the event that travel tickets for the return journey are lost or stolen, an *advance* shall be paid to enable purchase of a replacement ticket.

4.4 Prosecution / dealings with public authorities

- 4.4.1 If the *insured person* is arrested or threatened with arrest while travelling, or is required to deal with any public authority, the following services shall be provided.
 - 4.4.1.1 Procurement of a lawyer and/or interpreter.
 - 4.4.1.2 *Advance* in respect of any legal fees and interpreter's fees payable in the circumstances described above.
 - 4.4.1.3 *Advance* in respect of any bail bond or other security required by the authorities.
- 4.5 **Assistance with luggage**

The *Assistance service provider* shall assist in locating lost luggage and provide the *insured person* with regular updates on the current situation.
- 4.6 **Passing on urgent messages**

In an emergency, the *Assistance service provider* shall pass on any urgent messages to or from the *insured person* to or from *close relatives*, business partners and/or friends in his or her home country.

IV.) D. Extended Assistance Benefits and Health Insurance for Travel Abroad (Gold Assist)

1 When and where does this service apply?

Gold Assist supplements the benefits and services provided by Global Assist. Unless otherwise agreed, therefore, the general provisions applicable to Global Assist, in particular Para. 3, apply equally to Gold Assist. The object of the insurance is to reimburse the *insured person* for unforeseen costs incurred during or in connection with the journey. The insured types of service available are described in Para. 4. The *insured sums* are listed in the Table of Benefits.

2 What pre-conditions apply if benefits are provided?

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him/her having contacted the *Assistance service provider* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and approve any costs in advance.

3 When and where does cover apply?

Unless otherwise agreed, insurance cover shall apply to

3.1 Journeys *abroad* not exceeding 90 days in length. The *insured person* may not spend more than 120 days in total travelling in any 365-day period. Every journey must begin and end in the *insured person's country of residence*.

3.2 In the case of cruise trips, the *insured person* is entitled to all appropriate services and benefits, whether on-board the vessel, a transfer boat, or anywhere else. The *insurer* is not liable to pay the costs of a rescue operation at sea or an emergency transfer from ship to shore.

4 What services are insured?

The following services shall be provided upon the occurrence of any unforeseen (acute) *insured event* up to the amount stated in the Table of Benefits.

4.1 Sickness/accident/death

Supplementary to Global Assist, the following services and benefits are provided:

4.1.1 Referrals/arrangements

4.1.1.1 Organisation of and payment for the repatriation of the *insured person* after a period of hospitalisation, provided that the senior medical officer of the *Assistance service provider* deems that the *insured person* is fit to travel and that he/she is unable to travel home via the original means of travel because the original date of travel has elapsed.

4.1.1.2 Organisation of and payment for the outward and return journey of a *close relative* of the *insured person* domiciled in the *country of residence* of the *insured person* for the purpose of accompanying home a child under the age of 15, where said child is *abroad* alone and the *insured person* is physically unable to look after the child. If the *insured person* is unable to nominate someone to accompany the child, the *Assistance service provider* will appoint a suitable person.

4.1.1.3 Organisation of and payment for the outward journey of a replacement driver in cases where the *insured person* has driven a vehicle insured in accordance with Para. 4.5.2 *abroad* or at least 50 km away from his/her permanent place or residence and, due to hospitalisation lasting more than three days or death, is no longer able to drive the vehicle home him or herself and no other travel companion is in a position to do so either.

The *insured person* must bear the cost of any motorway toll charges, as well as the cost of all fuel and lubricants.

4.1.1.4 In the case of benefits/services in accordance with Para. 4.1.3.1 and Para. 4.5.3.6 below, costs of the journey by road/rail (1st class rail ticket and cost of taxi up to CHF 40) or air (business-class ticket) if the place of destination is more than 700 km away from the main place of residence of the *insured person* are reimbursed.

4.1.2 Cost of treatment

Medical expenses in connection with procedures conducted by a recognised medical professional which serve to treat or alleviate an acute illness or serious injury, and expenses incurred for pain-relieving dental treatment are reimbursed.

4.1.3 Hospitalisation

4.1.3.1 Organisation of and payment for the outward and return journey (by road, rail or air as set out in Para. 4.1.1.4 above) of a *close relative* of the *insured person* to the location of the hospital. Reimbursement of reasonable costs incurred for board and accommodation (not including alcohol) for up to ten nights if the stay in hospital lasts more than ten days.

This benefit is granted on condition that the *insured person* is travelling alone and is entitled to the services/benefits described in Para. 4.1.3.3 below.

4.1.3.2 Guaranteed assumption of hospital costs

4.1.3.3 Payment of additional costs incurred in connection with a stay in a hotel ordered by a physician following a period of hospitalisation, up to the amount stated in the Table of Benefits per night and per *insured person*, but not exceeding five nights.

4.1.4 Hospital transport/transfers

4.1.4.1 Organisation of and payment for medically essential transfers by road or air ambulance, as ordered by a physician. The senior medical officer of the *Assistance service provider* together with the physician in charge will decide on the necessity of the transfer and whether the *insured person* should be transported by road or air. In the case of an accident or illness in a non-European country or in neighbouring Mediterranean states outside Europe, the insurance will only pay for the cost of a scheduled flight home, albeit with any special medical equipment, should this be necessary.

The insurance covers:

4.1.4.1.1 Transport to the nearest appropriate hospital for the treatment in question;

4.1.4.1.2 Transfer of the *insured person* to the nearest appropriately equipped hospital if the senior medical officer of the *Assistance service provider* is of the opinion that the standard of medical equipment at the local hospital is inadequate;

4.1.4.1.3 Repatriation of the *insured person* to the nearest suitably equipped hospital in his/her place of residence if the senior medical officer of the *Assistance service provider* deems this to be necessary.

4.1.5 Search, rescue and recovery operations

Payment for search, rescue and recovery operations carried out by public or private organisations, insofar as the latter generally charge for these services.

4.1.6 Death

If the *insured person* dies while on a journey, the following services/benefits are provided alternatively:

4.1.6.1 Arrangement of and payment for the cost of standard repatriation of the mortal remains of the *insured person* to his/her *country of residence*;

4.1.6.2 Arrangement of and payment for the cost of cremation and the subsequent repatriation of the urn to the *insured person's country of residence*;

4.1.6.3 Arrangement of and payment for the cost of burial *abroad*.

4.2 Curtailment of journey

Arrangement of and payment for the cost of the home journey of the *insured person* up to the amount stated in the Table of Benefits if a journey has to be curtailed due to the death or hospitalisation lasting more than 10 days of a *close relative*.

4.3 Relocated luggage

If lost or stolen luggage belonging to the *insured person* is relocated, the cost of transporting the luggage back to the *insured person's* home are reimbursed up to the amount stated in the Table of Benefits, insofar as these expenses are not borne by the transportation company itself.

4.4 Home assistance

4.4.1 Emergency assistance at home

If the *insured person's* home suffers serious damage due to burglary, fire or flooding, the *Assistance service provider* shall, upon the instruction of the *insured person*, take the necessary steps to protect and salvage property in the home and make *advance* payments to this end.

Should the place of abode become uninhabitable due to the aforementioned serious damage, the *Assistance service provider* shall pay for the cost of a hotel room for up to two nights.

4.4.2 House keys

If the *insured person's* house keys are lost or stolen, the *Assistance service provider* shall pay for the cost of obtaining a replacement.

4.5 Vehicle Assistance

4.5.1 Insured persons

Notwithstanding Para. 1 *GCI*, with regard to vehicle-related services/benefits, only the actual *cardholders* are covered by the insurance.

4.5.2 Insured vehicles

4.5.2.1 The insurance covers

- private cars, minibuses and small commercial vehicles,
- mobile homes,
- motor-cycles with engines in excess of 125 cm³

driven by the *insured person*, including trailers and any luggage and goods being carried.

4.5.2.2 Insurance cover is granted subject to the insured vehicle being

- registered in an EU country or Switzerland/Liechtenstein,
- designed, equipped and registered to carry no more than nine persons (including the driver),
- registered for private, not commercial, use,
- usable free of commercial charge to the *insured person*.

4.5.2.3 A further criterion for insurance cover is that the *insured person* was in possession of a valid driving licence when the *insured event* occurred.

4.5.2.4 Insurance cover is granted subject to the *insured event* having occurred within the EU, the EFTA, or a neighbouring Mediterranean state, and at least 50 km away from the *insured person's* main place of residence, but not in his/her *country of residence*.

4.5.3 Insured benefits

The insurance covers breakdowns (brake failure, engine failure, breakage), accidents (a sudden, unexpected, violent and involuntary external event), and theft of the insured vehicle.

4.5.3.1 Recovery

The *insurer* will organise and pay for the cost of recovering an insured vehicle that has left the road.

4.5.3.2 Cost of towing and emergency repairs

If the insured vehicle is unable to embark upon or continue its journey immediately, the *Assistance service provider* will organise and pay for the cost of

4.5.3.2.1 a breakdown recovery vehicle repairing the insured vehicle at the breakdown/accident site (including the cost of minor spare parts typically carried on-board a breakdown recovery vehicle), up to the amount shown in the Table of Benefits.

Cost of spare parts not typically carried on-board a breakdown recovery vehicle or for repairs carried out in a garage are not insured.

4.5.3.2.2 towing the vehicle from the breakdown/accident site to the nearest garage if the vehicle cannot be repaired on-site. The benefits paid under Para. 4.5.3.2.1 above shall count toward these benefits.

4.5.3.3 Shipment of spare parts

If the insured vehicle is no longer roadworthy due to the damage and the spare parts required to repair the vehicle are not available locally, the *insurer* shall organise and pay for the shipment of the spare parts in question.

The cost of spare parts and customs duty will be indemnified in the form of an *advance*.

4.5.3.4 Vehicle return

- The insurance covers an insured vehicle which
- is unroadworthy and cannot be repaired locally, or
 - has been unroadworthy for a period of more than five days, or
 - has been stolen and found in an unroadworthy condition and has been unroadworthy for a period of more than five days.

The *Assistance service provider* will organise and pay for the cost of

- returning the insured vehicle from the breakdown/accident site to a garage of the *insured person's* choice in his/her place of residence;
- moving the vehicle to a different location provided that the cost does not exceed that of a return transport and the vehicle can be repaired at the different location;
- in cases of doubt, the freight tariffs applicable at the breakdown/accident location will be used as the basis for calculating the cost of returning the vehicle home;
- any necessary parking costs up to the date of return or relocation of the vehicle.

Criteria for the return of the insured vehicle are that the *insured person* has provided the *Assistance service provider* with written authority to return the vehicle and has provided all the necessary papers for the return transport.

Return transport shall not be considered if the insured vehicle has been declared a write-off (i.e. the repair cost would exceed the price that would have to be paid for a second-hand vehicle of similar value in the *insured person's country of residence* on the date of the breakdown/accident). In this case, however, the *Assistance service provider* will arrange and pay for the vehicle to be disposed of.

4.5.3.5 Hotel costs during the repair

If the *insured person* has to interrupt a journey because of repairs to an unroadworthy vehicle, the *insurer* will pay for the hotel costs incurred by the *insured person* provided that the repair could not be carried out on the day the vehicle became unroadworthy.

This benefit is restricted to five nights per *insured person*.

4.5.3.6 Continuation of the journey or return home

If the *insured person* is unable to continue a journey within five days of the insured vehicle becoming unroadworthy or being stolen and he/she elects not to take advantage of the above-mentioned hotel-cost benefit, the *insurer* will indemnify either the costs set out in Para. 4.1.1.4 above or pay the cost of a hire car – where possible, in the same class as the insured vehicle – for the purpose of the *insured person*

- continuing his/her travel to the place of destination within the EU, the EFTA, or a neighbouring Mediterranean state, i.e. to a country outside his/her *country of residence*, and/or
- returning to his/her main place of residence in the *country of residence*.

Any savings in travel costs will be taken into account in the indemnification.

The *insured person* must bear the cost of any motorway toll charges, as well as the cost of all fuel and lubricants.

5 In what circumstances will cover not apply (exclusions)?

In addition to the exclusions referred to in Para. 2.3 *GCI*, there shall be no insurance cover

5.1 in respect of services and benefits for

5.1.1 pre-existing illnesses. These are any physical or mental illnesses that existed before the journey commenced causing pain or a severe reduction in normal mobility, for example:

- a condition for which the *insured person* is on a waiting list for inpatient-treatment;
- a condition for which the *insured person* has been referred to a specialist;
- a condition for which the *insured person* has received inpatient-treatment within six months of embarking on the journey;

- pregnancy, in the eight weeks preceding the planned date for child-birth;
 - any psychological condition, including the fear of flying or other phobia connected with travel;
 - a condition for which a physician has delivered a prognosis of «incurable» and/or «chronic».
- 5.1.2 the provisions in Para. 4.1 above apply only to persons under the age of 80;
- 5.1.3 loss and/or damage caused by gross negligence on the part of the *insured person*, or where the *insured person* has attempted to mislead the *insurer*;
- 5.1.4 loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 5.1.5 loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sports are those which require special training, special equipment and special preparation, as well as skiing and snowboarding off the regular pistes without professional guidance (mountain guide or ski teacher);
- 5.1.6 loss and/or damage that occurs during the *insured person's* activity as or preparation for;
- racing (where high speed, stamina and skill are called for);
 - stress tests;
 - any kind of organised competition;
- 5.1.7 suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, phobia, stress, emotional problems and illnesses;
- 5.1.8 invasion, hostile attack, civil unrest, terrorist activity, rebellion, revolt, uprising, military or usurped power or force, participation in any kind of riots or civil commotion or participation in fights (apart from in self-defence);
- 5.1.9 costs that would have been incurred had the *insured event* not occurred.
- 5.2 **in respect of sickness/accident/death services and benefits for**
- 5.2.1 sexually transmitted diseases;
- 5.2.2 injury, illness, death, loss, costs or any other liabilities that can be ascribed to HIV and/or HIV-related diseases, including aids and/or any other related illnesses or derivatives thereof, however caused;
- 5.2.3 costs incurred for medical resources (e.g. inserts, spectacles, sanitary commodities, radiation machines, thermometers, etc.), medical notes, expert opinions, prophylactic vaccines, and cosmetic surgery;
- 5.2.4 treatment or hospitalisation required due to a lingering illness, lack of care or attention;
- 5.2.5 treatments at a health spa and sanatorium, and rehabilitation programmes;
- 5.2.6 out-patient treatment at a curative centre or spa.
This exclusion does not apply if the treatment was necessary as a result of an accident that happened at the curative centre or spa.
In the case of illness, this exclusion does not apply if the *insured person* visited the curative centre or spa only temporarily and not for curative purposes;
- 5.2.7 withdrawal programmes including withdrawal cures;
- 5.2.8 pregnancy checks and treatment during pregnancy, childbirth, and abortions, insofar as the aforementioned were not necessary as a result of a sudden and acute deterioration in the health of the mother or the unborn child;
- 5.2.9 treatment carried out by spouses, registered and life partners, parents and children. The cost of materials, where proven, will be reimbursed;
- 5.2.10 psycho-analytical and psycho-therapeutic treatment;
- 5.2.11 loss and/or damage and the consequences thereof, and accidents which were directly or indirectly caused by physical labour;
- 5.2.12 expenses incurred through treatments that are not generally recognised either in the *country of residence* or in the location;
- 5.2.13 curative treatment or other health programmes which go beyond what is medically necessary. In this case, the *Assistance service provider* may reduce his benefits as appropriate;

- 5.3 **in respect of vehicle-related services and benefits for**
- 5.3.1 loss and/or damage caused directly or indirectly by an earthquake;
- 5.3.2 loss and/or damage resulting from failure of the *insured person* to observe the maintenance and operating instructions supplied with the insured vehicle.

IV.) E. Foreign Travel Cancellation and Curtailment Insurance with Extended Assistance Benefits (Platinum Assist)

1 What insurance cover applies to which cases? (insured events)

Platinum Assist supplements the services and benefits of Global and Gold Assist. This insurance covers journeys in full with the *card* from the *insured person's country of residence* to a country *abroad* in respect of the following sudden events:

1.1 Cancellation or curtailment of travel due to

- 1.1.1 death, serious accident, sudden and unexpected onset of a serious illness, complications in the pregnancy of the *insured person* or a person with whom the *insured person* intends to travel, provided the latter is named in the travel confirmation documents;
- 1.1.2 complications in the pregnancy of a spouse, or registered or life partner of the *insured person*;
- 1.1.3 death, serious accident, sudden and unexpected onset of a serious illness of a *close relative* of the *insured person*;
- 1.1.4 death, serious accident, sudden and unexpected onset of a serious illness of a person with whom the *insured person* intends to stay during the journey, insofar as a suitable alternative cannot be found;
- 1.1.5 loss of permanent employment of the *insured person*, insofar as the latter can claim Swiss unemployment benefit or equivalent benefit in the *country of residence of the insured person*;
- 1.1.6 an unexpected notice issued by the Swiss Federal Department for Foreign Affairs (EDA) or a similar institution in the *country of residence of the insured person* warning against travelling to the country in which the *insured person* had intended to journey;
- 1.1.7 allergic reaction of the *insured person* to vaccines or prophylactics;
- 1.1.8 an unexpected requirement of the *insured person* to appear before an ordinary court as a witness or member of the jury (not, however, in a professional or advisory capacity).
- 1.1.9 serious damage to the home or the usual place of business of the *insured person* as a result of theft, flooding or fire provided that the expected damage is more than CHF 20 000 or the early return of the *insured person* to his home or the usual place of business is required by the police in regards to the event.

1.2 Late departure

The outbound flight, ship or train on which the *insured person* was travelling was unexpectedly delayed by more than 12 hours.

1.3 Missed departure

The *insured person* misses his/her connecting flight, ship or train on the outbound journey due to

- 1.3.1 an unexpected technical fault or accident involving the private vehicle used for the journey;
- 1.3.2 unexpected cancellations or restrictions affecting scheduled public transport as a result of
- bad weather
 - strikes or labour disputes
 - machinery breakdown or accident
- of which the *insured person* was unaware prior to starting the journey.

2 What benefits and services are available?

After deduction of payments by third parties in accordance with Para. 2.2 *GfI* (e.g. from a travel company or airport taxes), the insurance will reimburse, up to the amount shown in the Table of Benefits, minus the specified *excess*, for:

2.1 **cancellation of travel as per Para. 1.1 above**
the costs incurred by the *insured person* in cancelling travel arrangements, i.e. the costs the *insured person* is obliged to pay by way of contract for cancelling a booked journey.

2.2 **curtailment of travel as per Para. 1.1 above, late departure as per Para. 1.2 above, or missed departure as per Para. 1.3 above**
the costs verifiably incurred by the *insured person* in cancelling travel and/or hotel arrangements, i.e. the costs the *insured person* is obliged to pay by way of contract for cancelling a booked journey and/or accommodation.

Calculation of the indemnification payable is based on the total cost of the journey, minus any services/benefits already used. The remaining costs will be reimbursed proportionately in the ratio of unused services/benefits to the total number of days of travel.

The total cost of the journey is the price contractually agreed for the *insured person's* travel and accommodation, including hire cars and other services and benefits contained in the price.

3 In what circumstances will cover not apply (exclusions)? 3.1 in respect of all services and benefits:

In addition to the exclusions set out in Para. 2.3 GCI, insurance cover does not extend to *insured events* caused by gross negligence on the part of the *insured person*;

3.2 The following exclusions apply to both the cancellation and curtailment of travel arrangements:

3.2.1 *Insured events* arising out of pregnancy within a period of eight weeks prior to the planned date of childbirth;

3.2.2 *Insured events* arising out of a pre-existing illness (see Para. 5.1.1 Gold Assist);

3.2.3 Additional costs arising out of the booking centre or travel company not being notified immediately of the plans to cancel or curtail the travel arrangements;

3.2.4 *Insured events* arising out of travel having been booked to or within a country for which the Swiss Federal Department for Foreign Affairs (EDA) or a similar institution in the *country of residence* of the *insured person* issued a warning prior to the booking of the travel;

3.2.5 Restrictive laws or actions enforced by the government of any country;

3.2.6 Any claim arising out of the *insured person* not being able to embark on the journey because he/she failed to obtain a valid passport or visa in time.

3.3 In the case of late or missed departure, insurance cover does not extend to

3.3.1 *Insured events* arising out of strikes or labour disputes which began on or were announced for a date prior to the commencement of the travel;

3.3.2 *Insured events* arising out of an aeroplane, ship or railway train on which the *insured person* had booked a trip being taken out of service on the instruction or recommendation of an official body in any country. In this case, the *insured person* shall direct any claims for compensation to the relevant transportation company;

3.3.3 *Insured events* arising out of the non-provision of services or transport (whether it be due to error, insolvency, omission, delay or any other reason) by the travel organiser for any part of the booked journey;

3.3.4 *Insured events* arising out of the *insured person* failing to do his/her utmost to ensure that he/she checks in at the specified time;

3.3.5 *Insured events* arising out of the *insured person* refusing the offer of comparable, alternative conveyance.

IV.) F. Loss damage waiver for Rental Vehicles Abroad (LDW)

1 What is covered?

1.1 The insurance covers passenger cars hired *abroad* which were paid for with the *card* and driven by the *cardholder* or by a driver named in the rental agreement (natural person), provided that this driver

– is at least 21 and maximum 80 years of age, and
– is in possession of a driving licence valid for the class of hired vehicle.
Only one passenger car rented by the *cardholder* will be insured at any one time.

1.2 Hire cars in the sense of the *SCl* are passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm.

1.3 Insurance cover is granted for the duration specified in the rental agreement, but not more than 31 days.

2 What insurance cover applies to which cases?

2.1 Comprehensive accidental damage insurance

After deduction of payments by third parties in accordance with Para. 2.2 GCI, the *insurer* will indemnify the *insured person* up to the amount shown in the Table of Benefits for any claims for compensation brought by the rental agency or hire car firm against the *insured person* and/or the eligible driver named in the rental agreement arising out of

2.1.1 Property damage to the hire car due to collision damage, fire, wilful damage by a third party (vandalism);

2.1.2 Theft of the hire car, including its tyres and other equipment and components;

2.1.3 Loss of use of the hire car by the rental agency or hire car firm;

2.1.4 Loss of profits suffered by the rental agency or hire car firm as a result of any of the aforementioned losses and/or damage.

2.2 Unused rental time

If

– the *cardholder* rented the car for more than seven days, and

– the driver was unable to operate the vehicle because he/she was hospitalised for more than 24 hours during the rental period or was ordered to remain in bed by a registered physician, and

– according to the rental agreement, no other person is eligible to drive the rented vehicle,

the insurance will indemnify the *insured person* up to the amount shown in the Table of Benefits for each day (full 24-hour period) of rental charges for the days on which the driver was unable to operate the vehicle.

2.3 Return costs

If the hire car cannot be returned at the end of the rental period because the only eligible driver is hospitalised due to an accident or sudden and unforeseen illness, the insurance will indemnify the *insured person* up to the amount shown in the Table of Benefits for the charge levied by the rental agency or hire car firm for having the car returned.

2.4 Door opening costs/cost of replacing keys

If the *insured person* locks him/herself out of the car by mistake, the insurance will indemnify the *insured person* up to the amount shown in the Table of Benefits for the cost of having the car door opened (without causing further damage to the vehicle). The rental agency or hire car firm must approve the locksmith and the *insurer* must agree to the procedure before a locksmith is appointed. Approval of reimbursement is subject to the *insured person* retaining all receipts and presenting them to the *insurer*. Failure to observe the above can lead to insurance cover being voided for this *insured event*.

3 In what circumstances will cover not apply (exclusions)?

In addition to the exclusions referred to in Para. 2.3 GCI, insurance cover shall not be granted for

3.1 Loss and/or damage

3.1.1 to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years;

3.1.2 to vehicles whose value exceeds the amount stated in the Table of Benefits;

3.1.3 to injuries directly or indirectly out of commotion, civil unrest, warlike events, terrorist attack, or from confiscation, requisition, damage, or destruction by a government authority;

- 3.1.4 resulting from failure of the *insured person* to observe the maintenance and operating instructions supplied with the insured vehicle;
- 3.1.5 caused by gross negligence on the part of the *insured person*, unless the *insured person* was attempting to save human life;
- 3.1.6 caused by wear and tear, insects or vermin;
- 3.1.7 resulting from alcohol consumption, if the driver's blood/alcohol concentration at the time of the accident was above the alcohol level defined as legal in the jurisdiction in which the driver was operating the vehicle at the time of the accident;
- 3.1.8 resulting from the influence of other drugs on the driver;
- 3.1.9 arising from the hire car being employed for a purpose other than that stated in the rental agreement.

V. Claims Table

Please note the obligations which apply upon the occurrence of an **insured event**, as set out in **Para. 3 GC/ (Part III)**.

To facilitate the processing and speedy payment of claims, the *insurer* requires various forms of evidence substantiating the occurrence of the loss or damage and the size of the claim, etc. The documents and receipts to be submitted are itemised in the table below. Of course, only the documentary evidence relevant to the benefit(s) being claimed by the *insured person* need to be submitted. In case of doubt, please contact the *claims adjuster*.

Benefits	Documents required to process the claim
Generally	<ul style="list-style-type: none"> The <i>card</i> number Claims form containing complete and accurate information, where such a form has been issued by the <i>insurer</i> (forms to be returned within 30 days) Original receipts (photocopies are sufficient if the originals are being processed by other parties at the same time) showing the purchase price and the date purchased, and the relevant <i>card</i> statement Proof of payment for the <i>public transport</i> ticket / agreement / service using the <i>card</i>, where payment by <i>card</i> is a condition of insurance cover Name of the physician providing the treatment and the document releasing him/her from the duty of professional confidentiality Police report insofar as the police were involved Your bank details Evidence of expenses met by third parties (e.g. an airline, other insurers) Copy of the monthly <i>card</i> statement, including details of applicable exchange rates if goods were purchased in a foreign currency
Transport Accident Insurance	<ul style="list-style-type: none"> Evidence that the accident occurred while using or on the way to a means of <i>public transport</i> Evidence showing how the accident happened and the consequences of the accident (degree of disability or death) In the event of a disability claim, additional evidence that the course of treatment has been completed, insofar as such evidence is required to make an assessment of full disability In the event of death, the <i>insurer</i> shall be given the right to ask a physician appointed by it to perform an autopsy, if required Evidence of costs incurred through search, rescue, recovery and return/repatriation costs Police evidence of kidnapping/hijacking of the means of <i>public transport</i> in which the <i>insured person</i> was travelling
<i>Claims adjuster: ACE</i>	
Travel Inconvenience Insurance	<p>Generally</p> <ul style="list-style-type: none"> <i>Card</i> receipts evidencing expenses incurred for purchased goods, hotel accommodation and/or alternative conveyance (this evidence is not required if the costs were paid in cash by children who are not themselves <i>cardholders</i>) Original receipts (photocopies are sufficient if these documents are being processed by other parties at the same time) Ticket or other proof of travel (e.g. confirmation from the airline) containing detailed information (e.g. airline, flight number, departure airport, destination, scheduled departure time and flight time, arrival time, destination airport) Information stating whether the journey in question was a homeward journey Information stating whether any travel companions (e.g. children, spouses/registered and life partners) were affected <p>Flight cancellation, refusal of conveyance, missed connection</p> <ul style="list-style-type: none"> Written confirmation from the transport operator that the flight was cancelled or overbooked or that the connection was missed, incl. details of scheduled and actual departure and arrival times Proof (e.g. confirmation from the airline) that suitable alternative conveyance was not provided within 4 hours Confirmation from the relevant organisation (e.g. emergency breakdown assistance, garage, police) of the reasons for the delay which led to the connection being missed <p>Delay in return of luggage</p> <ul style="list-style-type: none"> Written confirmation from the airline of the reasons for the delay in returning the luggage (Property Irregularity Report) and of the time when the luggage finally arrived
<i>Claims adjuster: ACE</i>	
Health Insurance & Assistance	<p>Generally</p> <ul style="list-style-type: none"> Medical certificates and receipts providing a detailed description of the treatment and the costs, the first and second name of the person being treated, the designation of the illness (diagnosis), and the individual medical services provided with data on the treatment All unused tickets Original receipts or copies thereof, with confirmation from another insurance company of the benefits granted incl. any translations where necessary. These shall become the property of the <i>insurer</i> Prescriptions must clearly show the medication prescribed and the price, and bear the pharmacist's stamp In the case of dental treatment, the documents must indicate the teeth requiring treatment and the nature of the treatment Proof of costs incurred by <i>close relatives</i> in travelling to the hospital in which the <i>insured person</i> is staying
<i>Claims adjuster: AXA Assistance</i>	
Platinum Assist Travel Cancellation, Travel Curtailment	<ul style="list-style-type: none"> Unused tickets or travel vouchers/receipts In the case of e-tickets: confirmation from the airline that the ticket was not used and the costs reimbursed Evidence of when the booking centre or travel company was notified of the plans to cancel or curtail the travel Booking and cancellation receipts of the travel company Medical certificates Independent documentary evidence of the reasons for the delayed or missed departure Independent documentary evidence of non-medical reasons for the cancellation or curtailment of the trip
<i>Claims adjuster: AXA Assistance</i>	
Loss damage waiver for Rental Vehicles (LDW)	<ul style="list-style-type: none"> Rental agreement Accident report Copy of driving licence Original invoice for repair costs Medical certificates in the case of return of hire car to rental centre, or unused rental time
<i>Claims adjuster: AXA Assistance</i>	