



GCC

(General Conditions of Contract)

Visana Insurance Ltd

Valid from 2012

VACANZA Travel Insurance

Inhaltsverzeichnis

Page	
3	A. General Conditions of Contract (GCC) for Vacanza Supplementary Travel Insurance
3	I The Insurance
4	II Insurance Benefits
6	III Claims
7	B. General Conditions of Contract (GCC) of Protekta for Legal Protection Insurance during travel abroad for persons with Vacanza Travel Insurance
7	I The Insurance
7	II Insurance Benefits
9	III Claims
10	C. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Baggage Insurance during travel abroad by individuals insured by Visana
10	I The Insurance
10	II Insurance Benefits
12	III Claims
13	D. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Trip Cancellation Insurance for individuals insured by Visana traveling abroad
13	I The Insurance
13	II Insurance Benefits
15	III Claims
16	E. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Credit and Customer Card Insurance for individuals insured by Visana
16	I The Insurance
16	II Insurance Benefits
18	III Claims

A. General Conditions of Contract (GCC) for Vacanza Supplementary Travel Insurance

I The Insurance

1 What is the purpose of supplementary travel insurance?

1.1 Cost of treatment insurance

through Visana Insurance Ltd in addition to your health insurance guarantees that you are insured without reservation for hospitalization and medical treatment while abroad which your health insurance may not fully cover.

1.2 Visana On-the-spot Service

provided by Medical AG is included in the cost of treatment insurance. This service provides on-the-spot help if you have to be admitted to hospital and therefore need financial or other assistance.

2 Who can be insured?

2.1 You can be insured

as a child till the end of the calendar year in which you complete your 18th year,
as an adult from 19 years of age,
if you are insured according to the KVG (Federal Law on Health Insurance) for cost of medical treatment and your legal residence is in Switzerland or countries bordering Switzerland up to 50 km from the Swiss border.

2.2 Accidents

Accidents can also be insured for under the UVG (Federal Law on Accident Insurance).

2.3 Vacanza Travel Insurance included

Persons insured with Visana Insurance Ltd who have the supplementary insurance Outpatient or Hospital and/or Basic are automatically insured for eight weeks per journey under the Vacanza scheme.

This inclusion is cancelled if the obligatory health insurance according to the Federal Law on Health Insurance expires and/or the insured person's legal domicile is transferred outside Switzerland.

The factors determining cessation of Vacanza cover are the date of cancellation of the obligatory health insurance or the transfer of domicile as the case may be. Contracts made with insured persons paying premiums separately are not affected by this rule: Such insurance policies remain valid according to the dates on the appropriate payment slip (see also paragraph 4.2).

3 How can I obtain insurance?

3.1 Individual insurance

To obtain individual insurance use the preprinted payment slip (ESR). The "Visana On-the-spot Service Certificate", with the receipt stamped by the post office, is the basis for the insurance. The person named on the payment slip is insured.

3.2 Collective insurance

For collective insurance the rules in the contract regarding applying for insurance, certificate of insurance, scope and payment of premiums apply. For stays longer than eight weeks see paragraph 4.2.

4 When and where is the insurance valid?

4.1 Validity

The insurance is valid outside the borders of Switzerland without geographical restriction worldwide. For insured persons resident outside Switzerland for more than one year according to paragraphs 2.1 (border areas) the insurance including On-the-spot Service is only valid outside a radius of 150 km from their domicile unless other conditions have been specially agreed by contract.

4.2 Duration of insurance

The insurance is valid for a maximum of eight weeks per journey. For longer durations supplementary insurance is necessary.

4.3 Commencement and expiry of cover

Insurance cover commences in each case on departure from Switzerland (a precondition is previous payment of the premiums); on returning to Switzerland it ceases to be effective.

4.4 Special conditions

In the case of specially agreed group travel and group insurance duration, commencement and end of insurance are determined by the applicable agreement or group contract. In modification of paragraph 2.1 persons may also be insured whose legal domicile is outside Switzerland or border areas (note the limitations for cover at the place of domicile according to paragraph 4.1).

4.5 Details concerning duration of journey

When requested by Visana Insurance Ltd the insured must give further details and documents relevant to the duration of the journey.

4.6 What happens if you stay abroad longer than intended?

In the case of an extended enforced stay due provably to outside circumstances you are insured for up to six months beyond the expiration of the insurance.

II Insurance Benefits

5 What benefits are paid by the insurance for medical costs and medicaments?

5.1 Through this additional insurance

Visana Insurance Ltd accepts that part of the cost of hospital and outpatient treatment not already covered in case of illness, accident or unexpected confinement abroad during a maximum of six months after commencement of treatment.

Visana Insurance Ltd retains the right after consultation with the responsible medical personnel to transport the insured at its own expense to a Swiss hospital.

5.2 What further costs are insured?

The following costs incurred abroad are regarded as costs for medical treatment and medicaments. They are insured taking into account possible benefits of the health insurance.

5.2.1 Dental treatment

Costs for emergency treatment, which cannot be postponed till you return.

5.2.2 Transportkosten

Costs for emergency transport to the nearest suitable hospital. Inasmuch as the Medical doctor deems it necessary the patient can be subsequently repatriated under medical supervision, or depending on medical condition and distances involved immediately, and brought to a hospital near his place of residence. A condition for the acceptance of these costs is that the Medical doctor must decide when and how the patient will be repatriated. If the patient decides for personal reasons to continue treatment at his place of residence or in a neighboring country he has to meet the cost of transport himself.

5.2.3 Search, rescue and recovery

Cost of search, rescue and recovery: up to a total of CHF 25,000.–.

5.2.4 Death

Transport of the mortal remains or of an urn (to the former place of residence).

5.2.5 Additional travel expenses

Documented additional travel expenses for members of the family traveling with the insured for extended stays in hotels and similar expenses (exclusions in paragraph 6.2) up to CHF 2,000.–.

5.2.6 Hospital visit

If the insured is in hospital abroad for more than 14 days: costs for a hospital visit by one family member up to maximum CHF 3,000.– (receipts necessary).

5.2.7 Contribution to repetition of journey

If the insured has to be repatriated as a result of accident or illness: CHF 1,000.– as a contribution to repeating the interrupted private journey. This sum will be paid to the insured if he is repatriated by Medical AG 30 days after repatriation without further notice. A precondition for this payment is that in every case the repatriation is carried out by Medical AG (see also paragraph 5.2.2).

5.3 What costs are not insured?

If you go abroad for the purpose of treatment for an illness or for the consequences of an accident, to give birth or to have an abortion these costs are not insured even if the health insurance accepts such expenses on the basis of the obligatory health insurance scheme.

Funeral expenses are not insured, even if benefits are payable according to paragraph 5.2.4.

Contractual or legal participation and fixed charges of the obligatory health insurance are not insured.

Claims resulting from mental disorders are also not insured; this condition only applies to individuals who have taken out new insurance with Visana after 01.01.2007.

5.4 What if you have no health insurance cover?

If for any reason there is no cover through health insurance or Federal Accident Law only 50% of the documented total cost of hospital and outpatient treatment will be refunded by Visana Insurance Ltd if incurred through sickness or accident. Other benefits will not be granted in this case.

5.5 What is the legal situation when other insurers or third parties also provide benefits?

- If you are insured by the SUVA, an insurer according to paragraph 68 of the Federal Accident Law, the Federal Invalid Insurance or the Military Insurance, Visana Insurance Ltd will only reimburse costs of treatment which are not already covered by these other insurers.
- If you have a policy with another chartered insurance company (private insurance) the cost of treatment will only be refunded once. The claim for reimbursement of such costs exists only in proportion to which the costs covered by Visana Insurance Ltd stand to the total sum of the benefits covered by all insurers.
- If a liable third party or his insurance has reimbursed the cost of treatment there exists no claim on Visana Insurance Ltd. If a claim is lodged with Visana Insurance Ltd instead of a liable third party the insured must cede his claim on the third party to the Visana Insurance Ltd to the extent of benefits paid.

6 What services does the Visana On-the-spot Service offer?

All persons insured by Vacanza Travel Insurance benefit from the services of Medically AG, Zürichstrasse 38, 8306 Brüttsellen.

6.1 Visana On-the-spot Service

If you are forced to remain more than 24 hours in hospital or you have need of special treatment because of sickness or accident:

- the local Medically AG team will help you on admission to the nearest hospital;
- will transport you if necessary by the quickest possible means to the nearest medical center suitable for the treatment of the injury or illness; if because of your condition medical supervision is necessary on the ambulance, this is provided;
- organizes repatriation as soon as your health allows and when necessary (paragraph 5.2.2);
- gives deposits where necessary (to the account of Visana Insurance Ltd or your health insurance) or pays other sums of money necessary to guarantee admission or treatment in a hospital.
- gives information about a physician you can contact near where you are staying
- obtains medical advice (without any diagnosis, solely advice)
- dispatches medicaments which are not available locally in the normal way or by courier (the cost of purchase of medicaments is born by the insured or as the case may be his health insurance)
- organizes care for children without a guardian, repatriation to the place of residence or into the care of relatives, if necessary with accompaniment, in cases of accident or illness of the insured.

The cost of these services is borne by Medically AG. The precondition for this is that illnesses or injuries are not minor in nature and therefore cannot be treated locally, and that no incident has occurred, which in view of the state of health of the insured (convalescence, treatment of non-cured or chronic illnesses) could have been anticipated.

Further emergency services supplied by Medically AG, the cost of which has to be born by the insured are possible, such as

- obtaining the services of an interpreter, a technician, etc.
- searching for an organization which repatriates vehicles
- informing the responsible organizations in cases of loss/theft of luggage or credit cards

- search for spare parts, an object, etc.
In urgent cases Medicall AG informs the family and the employer of an insured person of his request for aid and the measures which have been agreed upon. Non-urgent messages for the insured or a correspondent can be retained for up to ten days by Medicall AG.

6.2 What is not included in the Visana On-the-spot Service?

- Expenses incurred through cancellations of organized travel (package tours) which the insured cannot participate in because of an accident or illness;
- Repair of a motor vehicle or similar costs;
- Other expenditure of any nature incurred by you which has not been caused by an incident described above;
- Claims resulting from mental disorders are also not insured; this condition only applies to individuals who have taken out new insurance with Visana after 01.01.2007.

III Claims

7 When and how can you avail yourself of Visana On-the-spot Service?

7.1 If you need emergency help while abroad

(as outlined in paragraph 6) call the Visana On-the-spot Service directly – in your mother tongue – at +41 (0) 848 848 855, and request on-the-spot assistance.

7.2 If you are hospitalized inform Visana Insurance Ltd immediately using the On-the-spot Service number above.

7.3 In case of death

the relatives of the deceased person must inform the On-the-spot Service immediately so that repatriation as outlined in paragraph 5.2.4 can be organized promptly.

8 How do I get the costs for medical treatment reimbursed?

First contact your health insurance and place your claim there. If there are costs which are not covered, apart from participation and fixed charge payments, send the settled account together with all receipts to Visana Insurance Ltd.

If you are insured by Visana you may claim reimbursement of the difference through the health insurance (when you make your claim refer to the travel insurance policy). Please do not send any bills to Medicall AG as they do not handle any accounts.

9 Where do I sue for claims arising from the insurance?

Claims on Visana Insurance Ltd arising from the insurance policy can be made at the place of residence in Switzerland of the policyholder, the insured or the rightful claimant or at the head office of Visana Insurance Ltd as the underwriter in Muri, Canton Bern.

10 What is the legal basis for the insurance?

The Federal Insurance Contract Law (VVG) of 2.4.1908 is valid in all cases unless otherwise expressly agreed.

B. General Conditions of Contract (GCC) of Protekta for Legal Protection Insurance during travel abroad for persons with Vacanza Travel Insurance

I The Insurance

1 Who is insured?

1.1 Protekta extends legal protection cover to all persons insured who take out a Vacanza Travel Insurance policy (standard or long term) or who are insured similarly through a group travel policy.

1.2 The insurance is only valid for private journeys and stays abroad.

2 Where is the legal protection insurance valid?

2.1 The insurance is valid worldwide analogue to the travel insurance for cases outside the borders of Switzerland.

2.2 Where limitations for cases outside Europe are applied, Europe refers to countries west of the Ural mountains and states bordering the Mediterranean.

3 When is the legal protection insurance valid?

The insurance is applicable for cases occurring during the period chosen for insurance with Vacanza Travel Insurance. A case for legal protection arises on the day on which an actual or assumed violation of legal specifications or contractual obligations occurs or on the day on which any incident occurs.

Which incidents are covered by the insurance?

II Insurance Benefits

4 The insurance extends legal protection

4.1 for incidents in traffic

During the outward or homeward journey or while insured persons are resident for schooling abroad in the capacity of:

- a) Driver, owner or proprietor of the vehicle in use or hirer of a vehicle hired abroad.
- b) Pedestrian, bicyclist, moped rider or passenger in a transport vehicle.

4.2 for incidents not occurring in traffic

- a) injury to persons or material damage (according to paragraph 5.1);
- b) disputes arising from contracts for repair or rental (according to paragraph 5.2a);
- c) disputes arising from contracts for travel (according to paragraph 5.2b);
- d) in the exercise of hobbies or an amateur sport during vacations or while resident abroad for schooling (limitation according to paragraph 7.10);
- e) while visiting a school abroad (according to paragraph 5.2c);
- f) through the use of a credit card (according to paragraph 5.2d).

5 What benefits does the insurance pay?

5.1 Legal protection in cases of claims for damages

Asserts claims for damages or bodily injury sustained or material damage caused by an incident in traffic or otherwise (according to 4.1 and 4.2). Excluded from the insurance are claims for damages resulting from theft, misappropriation, loss of goods and misuse of credit cards.

5.2 Contractual legal protection

a) Legal protection for contracts for vehicles

Representation in cases resulting from disputes over contracts for repair or rental of a vehicle used on and during a journey. Disputes arising from sales and leasing contracts are excluded.

b) Legal protection for travel contracts

Representation in disputes arising from contracts for travel with a travel agency domiciled in Switzerland provided a Swiss court has jurisdiction and Swiss law is applicable.

c) Legal protection for contracts for schooling

Representation in disputes arising from contracts which have been concluded with schools abroad provided a Swiss court has jurisdiction and Swiss law is applicable.

d) Legal protection in cases involving credit cards

Representation in disputes arising with a credit card supplier domiciled in Switzerland provided the dispute does not arise from violation of the conditions of the contract governing the credit card.

5.3 Legal protection for insurance contracts

Representation in case of disputes arising with an insurance company chartered or public in Switzerland or abroad following an accident abroad. Further protection is extended to disputes with foreign insurance companies arising from rental of motor vehicles (cars, mobile homes, motor cycles and motor boats) as well as nonmotorized hobby sport apparatus (limitations see 7.10).

5.4 Legal protection for administrative and criminal cases

Representation in administrative and criminal processes before foreign police or criminal courts as well as administrative authorities as a result of charges of willful violation of foreign legislation.

6 What is the scope of insurance benefits?

The insurance accepts the costs per case up to a maximum of CHF 100,000. including criminal securities. Cover for cases outside Europe is limited to a maximum of CHF 25,000.– per case, for securities a maximum of CHF 50,000.– per case. Indemnification is made for the following costs:

- costs for the expert who will represent the insured, including costs of translations and verification thereof;
- costs for assessments decreed by Protekta, the expert working on behalf of the insurance company or by a court;
- court costs and other process costs incumbent on the insured as well as cost of legal pursuit;
- costs and charges laid upon the insured in the court judgment (fines on the other hand have to be paid by the insured);
- process costs of an opponent where the insured is obliged to pay such;
- by way of a loan criminal security up to CHF 100,000.– (outside Europe up to CHF 50,000.–) where this is necessary to avoid detention pending trial during a case which is covered by the insurance (see paragraph 5.4); the insured is obliged to repay these loans;
- indemnification for a necessary appearance before court up to CHF 1,000.–;
- translation of the court verdict maximum CHF 500.–.

7 What is not covered by the insurance?

No legal protection is available:

- 7.1** For stays longer than one year in duration and in general after Vacanza Travel Insurance has expired, according to Section A of the General Conditions of Contract.
- 7.2** For legal disputes arising from the professional activity of the insured or arising from contracts from a business relationship.
- 7.3** For cases connected with willful criminal activity, offenses against and violations of the law by the insured or attempts to do so. In cases of gross negligence benefits will be reduced.
- 7.4** When third parties make claims for damages on the insured (defense is in this case the responsibility of third-party liability insurance where available).
- 7.5** For the defense of the insured in the capacity of driver of a vehicle on the outward or homeward journey or during travel or while resident for schooling abroad if the insured is not in possession of a valid driving license at the time of the incident.
- 7.6** Representation of the insured in case of dispute with Protekta or the appointed expert.
- 7.7** In the case of disputes among insureds who are insured under the same contract of insurance.
- 7.8** For active participants in racing with motor vehicles, motor boats and flying equipment.
- 7.9** For cases arising from wars or similar incidents as well as riots.
- 7.10** For disputes in connection with the exercise of a hobby on water or in the air if an official license is necessary for the person supervising the vehicles involved.

7.11 For claims resulting from mental disorders; this condition only applies to individuals who have taken out new insurance with Visana after 01.01.2007.

III Claims

8 How do I report a claim?

- 8.1** The insured must inform Protekta Rechtsschutz-Versicherung AG, Monbijoustrasse 68, 3001 Bern, without delay when an incident involving a claim occurs.
- 8.2** In urgent cases (serious injury, arrests, appropriation of a vehicle, etc.) call Protekta directly using the 24-hour emergency number of the Visana On-the-spot Service = +41 (0) 848 848 855 so that immediate intervention by a local expert can be organized.

9 Settlement of claims and authorization of an expert

- 9.1** After being notified of an incident Protekta decides on the action to be taken and if need be conducts negotiations with view to achieving an amicable settlement.
- 9.2** The insured must not intervene in the negotiations being conducted by Protekta. The insured may not authorize experts to act on his behalf or to conclude an independent settlement.
- 9.3** Other than in urgent cases as outlined in paragraph 8.2 the insured may not oblige Protekta to engage an expert abroad without first having given the company the opportunity to settle the dispute amicably.
- 9.4** Where the designation of an expert is necessary in view of a criminal or an administrative process abroad or in case of a conflict of interests the appointment takes place by agreement between Protekta and the insured. If no agreement is reached the insured has the right to propose three experts from which Protekta selects the one to be appointed.
- 9.5** All liability for claims caused by improper conduct of the case through an expert appointed by the insured is declined.

10 Arbitration process

In case of a difference of opinion between the insured and Protekta during the settlement of a case or if Protekta refuses benefits for measures, which in its opinion have no prospect of success, Protekta will inform the insured without delay of its opinion in writing and of his right to submit the case to arbitration as follows: The insured and Protekta designate mutually a Swiss lawyer (e.g. a barrister, judge) as sole arbitrator. He makes his decision on the basis of a single exchange of correspondence and apportions the process costs proportionate to his judgment. Otherwise conventions of cantonal law and the concordat on arbitration are applicable especially where disagreement over the appointment of the arbitrator exists. Where Protekta declines benefits for a measure because of insufficient prospect of success, the insured can – directly or after arbitration – take whatever steps he sees fit at his own expense. If the insured achieves a better result than the solution proposed by Protekta or that which resulted from the judgment of the arbitrator Protekta will refund the costs resulting within the limits of benefits according to paragraph 6.

11 Violation of obligations

Legal protection can be refused if the insured culpably neglects his obligations with regard to the Conditions of the Legal Protection Insurance.

C. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Baggage Insurance during travel abroad by individuals insured by Visana

I The Insurance

1 Who is insured?

EUROPEAN Travel Insurance Ltd (herein ERV) grants Baggage Insurance to all insureds who have Vacanza Travel Insurance through a group travel insurance contract.

2 Where is the baggage insurance valid?

The insurance is valid worldwide for incidents outside the borders of Switzerland similar to travel insurance.

3 When is the baggage insurance valid?

Insurance cover is valid for journeys abroad for durations of up to eight weeks. A number of journeys may be undertaken per year within this scope. Supplementary insurance has to be taken out if journeys and stays exceed this time period.

4 Beginning and end of insurance cover

Insurance cover begins in each case on your departure from Switzerland; it lapses when you reenter Switzerland.

5 Information about the duration of the journey

On demand by the insurer the insured must provide information and receipts as evidence of the duration of the journey.

II Insurance Benefits

6 What incidents does the insurance cover?

Baggage is insured in case of:

- Theft and burglary
- Robbery
- Damage or destruction
- Loss during forwarding by a transportation company
- Delays in delivery by a transportation company
- Loss because the means of transport was involved in an accident.

7 What incidents does the insurance not cover?

Claims for loss or damage for one of the following reasons are not accepted:

- Through mislaying, losing, dropping or forgetting baggage;
- Because the object was not placed in the type of safe-keeping which would have been appropriate to its value;
- Loss or damage to objects left in locations which are generally accessible, outside the insured's direct sphere of influence, as well as on or in unlocked vehicles or boats – even temporarily;
- Loss or damage caused by wear and tear, natural deterioration, the nature of the goods or packing materials and by the external influences of temperature and climate;
- Loss or damage to sports equipment while in use;
- Loss or damage arising because of rulings by authorities, strikes, disturbances and commotions of any kind, terrorism or acts of war and measures taken to counteract such;
- Willful loss or damage caused by the insured by commission of criminal acts or participation in brawls and fights other than in self-defense;
- Loss or damage arising by direct or indirect atomic reactions;
- Loss or damage arising during flights in airplanes undertaken by the insured other than flights undertaken in the capacity of a paying passenger in a plane operated by a commercial airline;
- Loss or damage which is the consequence of a mental disorder, wilful or gross negligence or, as the case may be, omission on the part of the insured;
- Claims that can be ascribed to use of drugs or wrongful use of alcohol or consumption of medicaments not prescribed by a doctor;

Limitation of liability:

If claims are made following natural disasters payment will only be made if the insured proves that the loss or damage is not connected in any way with any such incident. Campers are only insured for incidents occurring within the bounds of official camping sites.

8 What objects are insured?

Baggage insurance covers all objects the insured takes along on the journey for his personal needs or that he hands over for forwarding to a transportation company with the exception of the objects defined in Art. 9.

9 Which objects and costs are not insured?**No cover is provided for:**

- Hardware and software of all types used in information technology;
- Precious metals, unset gems and pearls, musical instruments, postage stamps, works of art or collectors' items, commercial goods, samples, professional equipment and tools;
- Documents, certificates, securities, bank deposit books, cash and credit cards (exceptions for cash, identification papers and tickets, see Art. 10.5)
- All vehicles and trailers (including caravans), aircraft, ships and surfing boards and accessories for such means of locomotion;
- Eye glasses with optical lenses and contact lenses, prosthetic aids, prostheses;
- The cost of inconvenience in connection with an incident for which a claim is made.

Bicycles, skis, snowboards and other winter sports equipment, collapsible canoes, dinghies and rowing boats, and all types of weapons are only insured during forwarding by a transportation company.

Limitation of liability:

Only the costs incurred to have new keys made will be refunded, however, the consequences of the loss are not covered, for example having to change locks.

10 What benefits are furnished by the insurance?

Insurance benefits will be furnished within the scope of the sum insured up to a total of CHF 2,000.– per insured and journey:

- 10.1** In cases of total loss the amount required to repurchase the insured object will be reimbursed. The collector's value will not be taken into consideration.
- 10.2** In cases of partial loss or damage repair costs will be repaid up to the replacement value of the insured object;
- 10.3** The cost of necessary replacement of a passport, identity card, driver's license and vehicle registration certificate and similar official papers;
- 10.4** In cases where delivery by a transportation company is delayed for more than 8 hours the indemnity for the purchase or rental of necessities amounts to 20% of the sum insured at most;
- 10.5** For tickets and cash lost through burglary* and robbery** 20 percent of the sum insured as per contract;
- * Burglary is theft by perpetrators who use force to enter buildings or rooms in a building or to open receptacles or containers in rooms. Use of the correct keys or codes to gain entry is equivalent to burglary provided the perpetrator comes into possession of such through burglary or robbery. Theft from airplanes, boats or motor vehicles and trailers does not count as burglary irrespective of where such are located.
- ** Robbery is theft involving the use of threat or violence against people and theft in circumstances where the victim is incapable of offering resistance as a consequence of death, unconsciousness or accident. Theft by pickpockets and confidence tricksters is not included in this category.
- 10.6** Up to 50% of the sum insured for the following objects or goods in their entirety: jewellery, i.e. objects made of or containing precious metal, gems or pearls, furs, binoculars, equipment for filming, photography, video filming and sound recording, including accessories.

11 Do you have to pay an excess?

An excess of CHF 100.– is payable only for claims caused by theft; it is deducted from the indemnity paid.

12 Subrogation and subsidiarity

ERV shall be subrogated in all rights of Visana or as the case may be the insured with respect to all third parties to the extent of the benefits paid. Benefits will be paid according to the foregoing conditions subsidiary to any existing state, obligatory or private insurance.

III Claims

13 How to make a claim?

The insured must

- inform EUROPEAN Travel Insurance Ltd, Margarethenstrasse 38, P.O. Box, 4003 Basle, phone +41 (0) 58 275 27 27, without delay about the incident and give the reason for the claim in writing;
- in emergencies call ERV directly by phoning the Visana Emergency Service 24-hour number, +41 (0) 848 848 855 ;
- provide confirmation by the responsible agency (hotel management, travel guide, transportation company) of the causes and circumstances surrounding the claim if claims are made for damage, delayed delivery or loss during forwarding. Failure to comply with this requirement will lead to no indemnity being paid;
- report losses by theft and robbery to the nearest police station and have such put on record (police report). Failure to comply with this requirement will lead to no indemnity being paid;
- send in the following proof in addition to the information requested by ERV (amongst other things notice of the claim): police report, facts of the case, confirmation, original receipts or confirmation of purchase. Failure to comply with this requirement can lead to the indemnity being reduced or the claim being rejected entirely;
- retain damaged objects until the claim has been fully processed and make such available to ERV .

14 Choice of legal venue?

The legal venue may be chosen by the insured and may be either the insurer's domicile in Basle or the insured's domicile in Switzerland. If the insured or rightful claimant lives abroad, the sole legal venue is Basle.

D. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Vacanza Trip Cancellation Insurance

I The Insurance

1 Who is insured?

EUROPEAN Travel Insurance Ltd (herein ERV) provides Trip Cancellation Insurance to all insureds who already have Vacanza Travel Insurance through a group travel insurance contract.

2 Where is the trip cancellation insurance valid?

The insurance is valid worldwide (including Switzerland).

3 When is the trip cancellation insurance valid?

Insurance cover exists during the validity period of Vacanza Travel Insurance. The insurance lapses when the journey or tenancy begins, with the exception of the condition in Article 4.4 "premature return."

II Insurance Benefits

4 What incidents does the insurance cover?

4.1 Termination of contract

If a contract with a travel agency, hotel, lessor, organizer of courses or training has to be cancelled after the insurance begins on serious medical grounds* or because of an unexpected deterioration of a chronic condition (confirmed by a medical practitioner) or because of the death

- of the insured or an accompanying person;
- of one of his next of kin**;
- of one of the accompanying person's next of kin;

ERV pays the amounts due for the package according to contract up to the insured amount of at most CHF 20,000.- per insured and journey if the insured cannot embark on the journey; the number of claims is limited to two per year.

Administrative costs and the cost of visas, vaccinations and insurance premiums will not be reimbursed.

* Serious medical grounds: a serious accident or a serious illness for which a medical certificate is available.

** Next of kin: progenitors and descendants in the first degree, spouse or partner in concubinage, brothers and sisters, grandparents, parents-in-law, brother- or sister-in-law and grandchildren. (This list is final.)

4.2 Delayed departure at the beginning of the journey

If departure is only delayed because of an insured risk, ERV pays the additional cost of travel incurred and refunds the unused part of the accommodation costs in proportion to the total price of the package (less the cost of transport).

4.3 Other reasons for termination of contract and delayed departure at the beginning of the journey

- If the insured's property at his domicile has been seriously damaged by fire, burglary, water or force of nature in the 30 days preceding the departure date.
- If strikes, disturbances and commotions of any kind, epidemics or natural disasters occur at the destination that positively endanger the life of the insured and the authorities advise travelers not to take part in the journey;
- If the means of public transport used by the insured (excluding taxis) to reach the airport or departure railway station on Swiss territory is delayed or cancelled;
- If a journey is made impossible because of a strike;
- If the insured's employment is terminated for economic reasons.

4.4 Premature return

ERV pays the additional cost of premature return and refunds the cost of the unused part of the stay proportionately (excluding cost of transport) if the journey has to be curtailed under the following circumstances:

- If the insured has to be repatriated prematurely by Medical AG on serious medical grounds or because of the unexpected deterioration of a chronic condition (confirmed by a medical practitioner) or because of death, or if the journey has to be abandoned for another reason covered by the insurance;
- If a person accompanying the insured has to be repatriated prematurely on serious medical grounds or because of the unexpected deterioration of a chronic condition (confirmed by a medical practitioner) or because of death or if the journey has to be abandoned for another reason covered by the insurance and the insured does not wish to continue the journey alone
- If a next of kin accompanying the insured has to be repatriated prematurely on serious medical grounds or because of the unexpected deterioration of a chronic condition (confirmed by a medical practitioner) or because of death;
- If the insured's next of kin, who shares a common household, has to abandon the journey for another reason covered by the insurance;
- If the insured has to abandon the journey prematurely on serious medical grounds or because of the unexpected deterioration of a chronic condition (confirmed by a medical practitioner) or because of the death of a next of kin not accompanying the insured on the journey.
- If the insured's property at his domicile has been seriously damaged by fire, burglary, water or force of nature while the insured is on a journey.
- If strikes, disturbances and commotions of any kind, epidemics or natural disasters occur at the destination that positively endanger the life of the insured and the authorities advise travelers against staying.

This list is final.

If it is necessary to repatriate the insured because of an accident or an illness, ERV refunds the cost of the unused part of the stay proportionately (excluding the cost of transport); the payment of CHF 1,000.– made within the scope of Vacanza Supplementary Travel Insurance in compliance with Art. 5.2.7 (Contribution to repeat a journey) will be deducted.

5 What is excluded from the insurance?

No insurance cover is granted:

- If the travel agent, the lessor or the organizer cancels the contract or does not go ahead with the journey;
- For willful damage caused by the insured by commission of criminal acts or participation in brawls and fights other than in self-defense;
- for loss or damage resulting from participation in professional competitions or in training for such and if the activity concerned constitutes professional preparation for official competitions or performances;
- for losses caused by direct or indirect atomic reactions;
- for claims arising from flights undertaken by the insured other than in the capacity of a paying passenger in an airplane operated by a commercial airline;
- for childbirth or complications in pregnancy after the 26th week of pregnancy;
- for losses arising as the consequence of a mental disorder, willful or gross negligence or, as the case may be, omission on the part of the insured;
- for claims arising as a result of actively participating in strikes or disturbances and commotions;
- for claims that can be ascribed to use of drugs or wrongful use of alcohol or consumption of medicaments not prescribed by a doctor;
- for natural disasters, terrorism and acts of war in Switzerland or the point of departure;
- if at the time of booking an incident or complaint had either already occurred or the insured was aware of its existence.

6 Subrogation and subsidiarity

ERV shall be subrogated in all rights of Visana or as the case may be the insured with respect to all third parties to the extent of the benefits paid. Benefits will be paid according to the foregoing conditions subsidiary to any existing state, obligatory or private insurance.

III Claims

7 How to make a claim?

To be able to profit from the benefits of ERV the claimant must inform both the issuing agency (travel agency, transportation company, lessor, etc.) and ERV without delay (EUROPEAN Travel Insurance Ltd, Margarethenstrasse 38, P.O. Box, 4003 Basle – phone +41 (0) 58 275 27 27, fax +41 (0) 58 275 27 30, e-mail: schaden@erv.ch). The claimant must also submit the following papers to ERV:

- confirmation of the booking,
- medical certificate and diagnosis,
- death certificate,
- official certificates,
- invoices for costs incurred through cancellation or for supplementary cost of travel,
- tickets.

8 Choice of legal venue

The legal venue may be chosen by the insured and may be either the insurer's domicile in Basle or the insured's domicile in Switzerland.

Swiss law is applicable. If the insured or rightful claimant lives abroad, the sole legal venue is Basle.

E. General Conditions of Insurance (GCI) of EUROPEAN Travel Insurance Ltd for Vacanza Credit and Customer Card Insurance

I The Insurance

1 Who is insured?

EUROPEAN Travel Insurance Ltd (herein ERV) grants Credit and Customer Card Insurance to all insureds who have Vacanza Travel Insurance through a group travel insurance contract.

2 Where is the credit and customer card insurance valid?

The insurance is valid worldwide (including Switzerland).

II Insurance Benefits

3 What incidents does the insurance cover?

Bank cards, postal account cards, credit and customer cards, personal identity documents passport, identity card, driver's license; this list is final) are insured in the event of the following incidents:

- Theft and burglary
- Robbery
- Loss and misplacement

4 What objects are insured?

The credit and customer card insurance is valid for all bank cards, postal account-cards, credit and customer cards, and personal identity documents issued to the insured in Switzerland, the Principality of Liechtenstein and in areas within 50 km of the Swiss border.

5 What costs are not insured?

- The inconvenience involved with an incident for which a claim is made;
- Loss caused by wrongful use by unauthorized third parties.

6 What benefits are furnished by the insurance?

6.1 The insurance assumes the charges for replacement of insured credit or customer cards within the scope of the insured sum per insured of up to CHF 500.– per year.

In claims involving personal identity cards compensation will be made only for the actual loss incurred; this corresponds to the charges for equivalent replacements at the time of the loss adjusted for the time period that has been used from initial acquisition to the time of the loss.

6.2 Notifying loss of cards

Insureds may notify the insurer by phone or in writing about the loss of insured bank, postal account, credit and customer cards or of personal identity documents. ERV guarantees that the information will be transmitted immediately provided that the credit card company can be reached immediately.

6.3 Assistance in obtaining replacement personal documents, identity cards and cards

If the insured has to replace personal identity documents and/or cards at a place other than his domicile as a consequence of robbery, theft, loss or misplacement, ERV provides support to obtain such replacements.

6.4 Notifying people at home

In emergencies ERV notifies relatives and the insured's employer as necessary about what has happened and about the measures which have been taken.

7 Under what conditions is insurance cover granted?

Insured's duty of care

The legitimating features (such as the password, cross-off lists/access card, the certificate with a private key, etc.) should be kept secret to guard against wrongful use by unauthorized persons. The insured bears all the consequences resulting from use of such legitimating features or those of persons he is authorized to represent. If there is reason to believe that unauthorized third parties have gained knowledge of passwords and/or security numbers, the insured should change the password without delay and if necessary request a new cross-off list or access card from the ERV emergency center.

No employee of ERV will ever ask for information about card PIN codes or the security code (CVC code)!

8 What incidents does the insurance not cover?

8.1 Exclusions from liability

- Mistakes in declarations
ERV will not be liable for losses arising from false declaration or late notification of changes in data.
- Loss through inavailability and pecuniary loss
ERV will not be liable for losses arising because of the unavailability of the declared emergency cancellation address or because of any transmission problems which may arise nor for pecuniary loss arising as a consequence of loss of bank cards, postal account cards, credit or customer cards and personal identity documents.
- Other exclusions from liability
Your data may be lost or be intercepted by unauthorized third parties during transmission. ERV accepts no responsibility for the security of your data during transmission on the Internet and declines all liability for any indirect or direct losses.

ERV retains the right to suspend the emergency card cancellation service at any time deemed appropriate if security risks are detected. ERV declines all liability for any incidental losses arising from interruption of the service. ERV accepts no liability for losses arising from loss or theft of letters in the postal system.

8.2 No insurance cover is granted:

- for losses caused by rulings by authorities, strikes, disturbances of all types; for terrorism or acts of war and measures taken to counteract such;
- for willful damage caused by the insured by commission of criminal acts or participation in brawls and fights other than in self-defense;
- for negligence or, as the case may be, omission on the part of the insured;
- for claims that can be ascribed to use of drugs or wrongful use of alcohol or consumption of medicaments not prescribed by a doctor;
- if at the time the contract was concluded an incident had either already occurred or the insured was aware of its existence.

Limitation of liability:

If claims are made following natural disasters payment will only be made if the insured proves that the loss or damage is not connected in any way with any such incident.

9 Subrogation and subsidiarity

ERV shall be subrogated in all rights of VISANA or as the case may be the insured with respect to third parties to the extent of the benefits paid. Benefits will be paid as outlined in the foregoing conditions subsidiary to an existing state, obligatory or private insurance as well as the conditions of issue of the credit card provider or issuer.

III Claims

10 How to make a claim?

The insured must

- inform EUROPEAN Travel Insurance Ltd, Margarethenstrasse 38, 4003 Basle, using the Visana Emergency Service 24-hour phone number, +41 (0) 848 848 855, without delay about the incident and give the reason for the claim in writing;
- report losses by theft and robbery to the nearest police station and have such put on record (police report). Failure to comply with this requirement will lead to no indemnity being paid;
- send in the following proof in addition to the information requested by ERV (amongst other things notice of the claim): police report, facts of the case, confirmation of the loss of each credit or customer card, receipts for replacements, original confirmation of the loss of each personal identity document issued by the appropriate authority as well as the receipt for the corresponding replacement. Failure to comply with this requirement can lead to the indemnity being reduced or the claim rejected entirely:

11 Choice of legal venue

The legal venue may be chosen by the insured and may be either the insurer's domicile in Basle or the insured's domicile in Switzerland. Swiss law is applicable. If the insured or rightful claimant lives abroad, the sole legal venue is Basle .

Visana Insurance Ltd

Thunstrasse 162

P.O. Box

3074 Muri/BE

For further information:

Phone 031 357 91 11

Fax 031 357 96 19

www.visana.ch