

Welcome to Helvetic Assistance and TSM

Who we are

Helvetic Assistance GmbH was founded in 2017 as a subsidiary of MSS Holding AG in Dietlikon. We provide comprehensive travel insurance benefits 24/7, 100% made in Switzerland.

TSM Insurance Company, a recognised provider of specialty insurance, provides you worldwide assistance coverage with over 40,000 healthcare professionals from the AXA Assistance international medical network

How to contact us

You can reach us 24/7 on our emergency hotline +41 44 563 62 63.

Online platforms

TSM Assistance offers useful travel information on its online platforms.

Web platform: : Crisis24 - Planis

- General recommendations for travellers, health and security alerts
- **Mandatory registration of your trips**



Disponible également avec une application smartphone:
GardaWorld Travel Security app

Disponible sur Google play Disponible sur App Store

Application GPS: CRISIS MESSENGER 7.0

- Send your GPS position
- Directly contact the Emergency hotline



Disponible sur Google play Disponible sur App Store

How to claim benefits

Travel registration

In order for us assist you as swiftly and efficiently as possible, you should register each trip as precisely as possible directly on the “Crisis24 – PLANIS” portal in the section “Travel Registration”. The “Crisis24 – PLANIS” portal sets out a list of countries and details of the level of risk in each country. Registration is obligatory, if possible 48 hours before the start of the trip, for all countries in categories 4 and 5.

In the event of travel incident, travel legal protection or service provider insolvency emergencies:

Call us immediately on: +41 44 563 62 63 We are there at your side 24/7

In the event of a claim for

- **Reimbursement of medical expenses**
- **Trip cancellation**
- **Baggage loss or damage**
- **Rental car excess waiver or liability**
- **Airline passenger compensation**

you can make your claim simply and directly online under www.helvetic-assistance.ch/claim.

For insurance certificates or any other questions about your policy

Just call us on +41 563 62 61 (we will gladly take your call on working days from 8am to 6pm without interruption), or send an email to info@helvetic-assistance.ch or use our contact form on <https://www.helvetic-assistance.ch/en/advice/contact/>.

Helvetic Business Travel Premium: Customer Information and Insurance Policy Terms and Conditions

Customer information pursuant to the Insurance Policy Act (IPA)

The following customer information gives a clear and concise overview of the identity of the insurer and the key contents of the insurance policy (Art. 3 of the Federal Insurance Policy Act (IPA)). The content and scope of the rights and obligations arising under the policy derive solely from the Policy Terms and Conditions (T&C).

Who is the insurer?

The Insurer is TSM Insurance Company, Rue Jaquet-Droz 41, 2300 La Chaux-de-Fonds. For rental car excess waiver with third-party liability and service provider insolvency: Helvetia Swiss Travel Insurance Company Ltd AG, Dufourstrasse 40, 9000 St. Gallen. For travel legal protection: Orion Legal Expenses Insurance Company Ltd, Aeschenvorstadt 50, 4051 Basel.

Who is the service provider?

The service provider is Helvetic Assistance GmbH, Industriestrasse 12, 8305 Dietlikon. For airline passenger compensation: AirHelp Limited, 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong.

Who is the policyholder?

The policyholder is the person designated as such on the insurance policy document.

Who is insured?

The persons insured are those listed in the policy.

Without exception, the insured persons are as stated in the insurance policy document and as specified in the Insurance Policy Terms and Conditions (T&C).

What risks are insured and what is the scope of cover?

The risks insured as part of the respective insurance policy and the scope and restrictions of the insurance cover arise from the insurance policy and the Insurance Policy Terms and Conditions. For ease of reference, a summary of the various insurance components available is provided below:

- **Medical expenses**
Coverage of costs for hospital, doctors and medication in the event of sickness or accident
- **Assistance**
Coverage of costs for search and rescue, organisation and assumption of expenses for assistance on site and repatriation to the insured person's domicile, organisation and repatriation of mortal remains in the event of death.
- **Cancellation costs**
Coverage of amounts payable when cancelling or rebooking a business trip due to sickness, accident or death. Events at home or on site are also covered (war, natural disasters, terror attacks, etc.).
- **Travel-related incidents**
Organisation and coverage of costs the business trip is interrupted or stay is extended, continuation of the business trip, assignment of substitute staff member, reorganisation of arrangements for the stay. Advancing of funds, assistance when losing documents, concierge service, and provision of medical and security information.
- **Baggage**
Loss, theft or damage of luggage and professional equipment, delayed luggage.
- **Cancellation costs for business reasons**
Coverage of costs associated with cancellation or postponement of a business meeting by the insured person or their business partner within 30 day of departure. Costs are capped at CHF 1,500 per event; max. 5 events or max. CHF 7,500 per person and year.
- **Change in planned stay**
Before and whilst travelling due to political unrest, attacks, epidemics or natural disasters.
- **Risk prevention and crisis management**
Information service and hotline, operational, proactive monitoring of the trip (online registration, traveller tracking), and crisis management and assistance on site (security assistance, kidnapping abroad, arbitrary arrest or detention).
- **Travel legal protection**
Provision of legal protection services (up to the sum insured listed in the benefits summary) including legal protection hotline, for travel outside Switzerland and the Principality of Liechtenstein.
- **Rental car excess waiver**
Coverage of the excess charged to the insured person following loss or damage to the car rented by the insured person, up to a maximum of CHF 10,000. In the event of a liability claim, if the limit of indemnity under the rental car third-party liability insurance is lower than CHF 5m, that part of the liability claim that exceeds the limit of indemnity is covered up to a maximum of CHF 5m.
- **Service provider insolvency**
Coverage of costs and organisation of rebooking with another service provider and for the return journey / onward journey, additional hotel accommodation or other services as a result of insolvency of the original service provider.
- **Airline passenger compensation**
Recovery of the legally entitled compensation for flight delay, cancellation or overbooking using AirHelp and, if successful, payment of any service fee due.

When does the insurance begin and end?

Insurance coverage for cancellation costs begins on the effective date shown in the insurance policy and ends on start of the trip. Insurance coverage for service provider insolvency begins on the effective date shown in the insurance policy and ends on termination of the trip. All other insurance coverage begins at the start of the trip and ends on termination of the trip.

Insurance policies are tacitly renewed for a further year on expiry of the one-year period of insurance unless the policyholder or Helvetic Assistance terminates the contract in writing after tendering three months' notice. Further possibilities for cancellation may arise from the Policy Terms and Conditions and the IPA.

Cover duration and geographical scope

Insurance cover applies worldwide during the period of insurance.

What are the main exclusions?

The following list contains only the main policy exclusions. Additional exclusions arise from the exclusion clauses ("Uninsured events and services") in the Policy Terms and Conditions and from the IPA.

- In principle, there is no insurance cover for events that have already occurred when taking out the policy or when services are booked or commenced; the same applies to the occurrence of events that should have been known on taking out the policy or on booking or commencement of the services.
- In addition, there is no insurance cover for events such as abuse of alcohol, drugs or medications; suicide or attempted suicide; participation in strikes or unrest; participation in races and training sessions with motor vehicles or boats; participation in risky activities in which the person knowingly exposes himself/herself to danger; or grossly negligent or intentional actions/failure to act.

- Under the item Medical expenses, there is no cover for accidents and illnesses which had occurred prior to taking out insurance, including the consequences, complications, worsening or relapse thereof; also in particular chronic and recurring illnesses, irrespective of whether the insured person was aware of these or not, when taking out insurance.
- With regard to assistance services, no benefits are payable, in particular if the Helvetic Assistance emergency call centre has not given its prior consent to those benefits. The same applies, for example, if the travel company concerned does not provide the contractual services or provides them only partially.
- Under cancellation costs cover, there is, in particular, no insurance cover in the event of "poor recovery", i.e. illnesses or the consequences of an accident, operation or medical treatment which already existed at the time of the booking or on taking out the policy and which had not healed at the start of the rental; the same applies to orders issued by public authorities.

What are the insured persons' duties?

- The following list contains only the most usual duties. Further duties arise from the Policy Terms and Conditions and the IPA.
- Under medical expenses cover, hospitalisation in a private room is subject to prior telephone approval from Helvetic Assistance.
- With regard to assistance services, the Helvetic Assistance emergency call centre should be informed immediately on the occurrence of the insured event and its prior consent obtained for any assistance services or the assumption of their costs. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded): Telephone +41 44 563 62 63.
- With regard to cancellation costs, the trip purchased should be cancelled with the intermediary immediately on occurrence of the insured event and the claim then reported to Helvetic Assistance online and the necessary documents provided (see T&C A 9 for the contact address).
- Claims under legal protection cover are to be immediately reported to Helvetic Assistance. Telephone +41 44 563 62 63.
- In all cases, the insured person is required to do all he/she can to limit the extent of the loss or damage and to clarify the causes. In the event of a claim resulting from injury or illness, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.
- If the person entitled to make claims is in breach of his/her duties, Helvetic Assistance can refuse or reduce benefits.

What is the premium amount?

The amount of the premium depends on the risks insured and the cover granted. The premium amount is calculated at the time of booking and is shown in the insurance policy.

How does Helvetic Assistance handle data?

The processing of personal data is indispensable to the business of insurance. When processing personal data, Helvetic Assistance complies with the Swiss Data Protection Act (DPA). Helvetic Assistance uses the claim form to obtain any consent from the insured person that is necessary for data processing.

The personal data processed by Helvetic Assistance includes data relating to policy issue, policy handling and claims settlement. The data processed is primarily information on the insured person taken from the insurance proposal and any claim notification. In the interests of all insured persons, data may be exchanged with claims adjusters, previous insurers, reinsurers and insurers in Switzerland and abroad. In addition, Helvetic Assistance also processes personal data in connection with product optimisation and for its own marketing purposes.

Helvetic Assistance stores data electronically or physically in compliance with statutory provisions.

Pursuant to the DPA, people whose personal data is processed by Helvetic Assistance have the right to request information as to whether Helvetic Assistance processes their data and what data of theirs it processes; they are further entitled to request the rectification of incorrect data.

Contact address for complaints

Helvetic Assistance GmbH
Industriestrasse 12
8305 Dietlikon

Policy Terms and Conditions (T&C)

The insurance cover provided by Helvetic Assistance GmbH (hereinafter Helvetic Assistance) is defined in the following Policy Terms and Conditions (T&C).

A General information

1 Insured persons

The persons insured are those listed in the policy.

2 Period of insurance

Insurance coverage for cancellation costs begins on the effective date shown in the insurance policy and ends on start of the trip. Insurance coverage for service provider insolvency begins on the effective date shown in the insurance policy and ends on termination of the trip. All other insurance coverage begins at the start of the trip and ends on termination of the trip.

3 Geographical scope

Insurance cover applies worldwide during the period of insurance.

4 Breach of duties

If the person entitled to make claims breaches his/her obligations, Helvetic Assistance can refuse or reduce its benefits.

5 Definitions

5.1 Closely connected persons

Closely connected persons are

- relatives (spouse, registered partner or cohabiting partner and their parents and children, relatives in the ascending or descending line, siblings, first cousins, first-degree aunts and uncles)
- persons taking care of minor children or care-dependent relatives who are not travelling on the trip
- very close friends with whom there is constant contact

5.2 Travel companies

Travel company means all entities that provide travel services under a contract with and for the insured person (tour operators, travel agents, airlines, car hire companies, hotels, course organisers, etc.).

5.3 Means of public transport

Means of public transport or means of transport refers to those means of transportation that operate regularly on the basis of a timetable and for whose use a ticket is purchased. Taxis and hire cars are not deemed to be means of public transport.

5.4 Breakdown

A breakdown means any sudden and unforeseeable failure of the vehicle as a consequence of an electrical or mechanical defect that makes a continuation of the journey impossible or due to which a continuation of the journey is no longer legally permissible. The following are treated as a breakdown: a tyre defect, lack of petrol, keys locked inside the vehicle or a flat battery. Loss of or damage to the vehicle key or filling up with the wrong fuel are not deemed to be breakdown and are not insured.

5.5 Personal accident

An accident is defined as the sudden, unintended damaging effect on the human body of an unusual external factor.

5.6 Motor vehicle accident

Damage to the insured motor vehicle that is caused by a sudden and violent exogenous event and that as a result makes continuation of the journey impossible or no longer legally permissible is deemed an accident. This includes, in particular, the result of impact, collision, overturning, and crashing, and also subsidence and sinking.

5.7 Serious illness or accident-related injury

Illnesses and accident consequences are deemed serious if they result in temporary or indefinite incapacity to work or unavoidable inability to travel.

6 Multiple policies and claims against third parties

6.1 In the case of multiple insurance policies (voluntary or compulsory cover), Helvetic Assistance provides benefits on a subsidiary basis, provided there is an identical clause in the other insurance policy. In such cases, the statutory rules on double insurance apply.

6.2 If an insured person has a claim under another (voluntary or compulsory) insurance policy, then cover is restricted to that part of Helvetic Assistance's benefits that exceed the benefits provided by the other insurance policy. Costs are only reimbursed once in total.

6.3 If Helvetic Assistance provides benefits despite applicable subsidiary status, those benefits are deemed an advance payment, and the insured person and/or beneficiary shall assign his/her claims against the third party (voluntary or mandatory insurance) in this amount to Helvetic Assistance.

6.4 If the insured person and/or the person who is entitled to make claims receives compensation from a liable third party or the insurer, no settlement will be made under this policy. If legal action is taken against Helvetic Assistance instead of against the liable party, then the insured person or the person who is entitled to make claims must subrogate Helvetic Assistance to his/her liability claims up to the amount of the claims settlement received.

7 Time barring of claims

Claims under this insurance policy expire two years after the occurrence of the circumstance on which the obligation to provide the benefit is based.

8 Place of jurisdiction and applicable law

8.1 Action against Helvetic Assistance can be brought in a court at the location of the company's registered office or the place of residence in Switzerland of the insured person or the person entitled to make claims.

8.2 In addition to these provisions, the Swiss Federal Insurance Policy Act (IPA) shall apply.

9 Contact address

Helvetic Assistance GmbH, Industriestrasse 12, 8305 Dietlikon, info@helvetic-assistance.ch, online claims notification at www.helvetic-assistance.ch/claim

B Medical expenses

1 Benefits and insured events

1.1. Medical expenses abroad

In the event of diagnosis of an illness or the occurrence of an accident during a trip abroad, Helvetic Assistance will arrange for prepayment, reimbursement and additional supplementary reimbursement of medical and/or emergency hospital expenses incurred by the beneficiary in excess of their health insurance (or other social security cover) or other private complementary insurance. If there is no such insurance cover or cover has been suspended because of failure to pay the premium, Helvetic Assistance may refuse or put a limit on any reimbursement.

1.2. Medical expenses in country of residence

If a beneficiary is hospitalised in his/her country of residence due to an illness diagnosed or accident occurring during a trip abroad, Helvetic Assistance will cover the reasonable hospital expenses (as inpatient and/or outpatient) arising from this emergency in accordance with regional practice. Cover extends from arrival of the beneficiary in his/her country of residence for up to 365 days after the accident occurred or the illness was diagnosed.

This insurance cover operates in excess of and as a supplement to any other of the beneficiary's insurances. If such an insurance is in force, then Helvetic Assistance will only assume the difference or the benefits remaining after cover by the local insurer has operated, even though covered by this policy.

1.3. Prepayment of medical expenses for uninsured events

If a beneficiary is taken to a hospital abroad following an event that is not insured, then Helvetic Assistance may make an on-account payment of medical expenses on behalf of the beneficiary, if requested by the policyholder. In such cases a copy of the explanatory "Declaration on hospital charges" should be handed out. The policyholder undertakes to pay back any on-account payment within 30 days, on request.

1.4. Emergency dental treatment

The costs of emergency dental treatment - as set out below - are covered when these are the result of an event during a business trip (and cannot be postponed due to the beneficiary's state of health): Bandaging, fillings, root canal work and extractions. Reimbursement is made up to a maximum of CHF 1,000 per insured person and event, in excess of or as a replacement for primary or complementary health insurance.

2 Special exclusions

In addition to the exclusions set out in this insurance policy, cover does not extend to the following:

- Expenses for dentures, hearing aids, glasses or contact lenses.
- The expenses of plastic surgery or the short or long-term consequences thereof;
- Expenses of a stay in a spa, rehabilitation clinic or sanatorium;
- Deductibles or excesses under any other insurance policy;
- Epidemics;
- Care or treatment abroad when that person has travelled to that country for the express purpose of that care or treatment.
- General or routine check-ups.
- Illnesses arising from prophylactic, therapeutic or diagnostic medical treatment (e.g. vaccination or radiotherapy) provided this has not been undertaken as a result of an insured condition;
- Long-term effects of contraception or abortion.

3 Duties in the event of a claim

3.1. In order to claim from Helvetic Assistance, the insured person or rightful claimant must report the insured event or loss to Helvetic Assistance in writing (online claims notification at the contact address specified in T&C A 9). The following documents must be submitted:

- Proof of insurance or insurance policy
- Bil/ruling of the Swiss statutory social security system (health insurance, accident insurance) and any additional insurance schemes
- Doctor's report/detailed medical certificate with diagnosis
- Original copies of invoice(s) for medical and/or hospital treatment costs as well as costs of medicines (incl. corresponding prescriptions)

3.2. If requested by Helvetic Assistance, the insured person must undergo a medical examination by the company doctor at any given time.

C Assistance

1 Benefits and insured events

Helvetic Assistance assumes the cost of and shall take all necessary steps to provide the following cover and benefits. Beneficiaries shall have constant right to the following cover in the event of accidents or illness during a business trip.

1.1. Cost of search and recovery operations.

Helvetic Assistance shall assume the cost of the search and recovery operations necessary to save the life of or safeguard the health of the beneficiary. The costs incurred must be justifiable given the situation. There shall be no insurance cover in the event the beneficiary is kidnapped or ventures at sea more than 200 kilometres from the coast.

1.2. Medical transportation

Emergency transportation

If no primary emergency services exist in the country of travel, then Helvetic Assistance will organise emergency transportation to the nearest hospital or clinic with the appropriate facilities and will assume the costs of such transportation provided Helvetic Assistance has given its approval to the transport arrangements and place of evacuation.

Medical repatriation

Helvetic Assistance doctors make contact with the local attending doctors and take the decisions that seem best given the beneficiary's state of health. These decisions are based on the information obtained and the applicable medical requirements.

If the Helvetic Assistance medical team opt for repatriation, then Helvetic Assistance shall organise this in compliance with the applicable medical requirements and shall assume the cost.

The destination for such repatriation shall be:

- either the most suitable hospital;
- or the closest hospital to the place of residence in the country of residence or employment;
- or the beneficiary's place of residence/usual residence.

The Helvetic Assistance medical team shall have the sole responsibility for any decision as to the location of the hospital, transportation date, the necessity for the beneficiary to be accompanied and any other resources employed.

1.3. Dispatching a doctor to the foreign location

If the circumstances so dictate, then the Helvetic Assistance medical team may take the decision to send a doctor out to the foreign location so as to make a better judgement of the action to be taken. Helvetic Assistance shall assume the costs of sending the doctor out there and his/her treatment fees.

1.4. Support during in-patient or out-patient treatment

During the entire period of treatment, the beneficiary may contact the Helvetic Assistance medical team, who can give advice when needed.

The medical team must have access to the beneficiary's medical file. Consequently, the beneficiary hereby expressly authorises the Helvetic Assistance medical team to request sight of test results and medical reports from the local attending doctor.

- 1.5. Assistance in the event of death
 Repatriation in the event of death
 In accordance with the wishes of the deceased's family, Helvetic Assistance takes care of bringing the beneficiary's body (or ashes) from the location of death to the place of burial in his/her country of residence or country of origin and shall assume the costs.
 Helvetic Assistance assumes the expenses for preparing the body, placing it in a coffin and the necessary transportation arrangements.
 The costs of burial, funeral service, local procession or cremation must be borne by the beneficiary's family.
 Helvetic Assistance shall have sole responsibility for choosing the firm for repatriation.
 If so wished, Helvetic Assistance will assume the costs of a funeral at the foreign location. These costs should not exceed the cost of otherwise repatriating the body.
 Assistance in dealing with formalities after death
 If the presence of a family member or relative at the location is essential for identification of the beneficiary's body or for repatriation or cremation formalities, Helvetic Assistance will provide that person with a round trip ticket. This benefit is only payable if the beneficiary was alone at that location at the time of death.
 Helvetic Assistance assumes the accommodation expenses for three consecutive nights.
 Providing a coffin
 Helvetic Assistance assumes the cost of providing a coffin suitable for the transportation.
- 1.6. Return journey for an accompanying person in the event of repatriation due to illness or in the event of death.
 If an insured person, travelling with the beneficiary, has to return early due to repatriation of the beneficiary in the case of illness or death of the beneficiary, then Helvetic Assistance will organise the return journey to the place of residence and will assume the cost of the travel ticket if the originally planned means of transport cannot be used or needs to be rebooked. Helvetic Assistance reserves the right to make use of the original ticket.
 This insurance benefit cannot be aggregated with cover for "Visit from close family".
- 1.7. Visit from close family
 If the beneficiary's state of health will not permit repatriation and the stay in hospital lasts for longer than five consecutive days, then Helvetic Assistance will organise and pay the round trip and accommodation for two close family members.
 This insurance benefit cannot be claimed if there is already an adult member of the beneficiary's family at the location.
- 1.8. 24/7 medical information
 Any beneficiary who calls the Assistance call centre can obtain medical information from Helvetic Assistance. In an emergency situation and as far as possible, Helvetic Assistance can put the beneficiary in contact with a medical practitioner appointed by Helvetic Assistance and help the beneficiary find the best solution to his or her health problem, i.e. medicine, medical treatment or hospitalisation. The doctor's involvement is restricted to giving objective information. This service cannot offer medical consultation by phone or support for self-medication. If there are any open questions, then the Helvetic Assistance doctor will recommend the beneficiary to consult his/her local doctor.
- 1.9. Access to local service provider network
 If the beneficiary so requires, the Assistance call centre will provide him/her with details of a service provider who is a member of the network. Depending on local circumstances, the Assistance call centre can organise an appointment for the beneficiary. Any costs involved shall be for the beneficiary's account.
- 1.10. Second medical opinion
 A second medical opinion is understood to mean an opinion given by another doctor. A second medical opinion is intended to verify the exactness of diagnosis and confirm that the treatment prescribed corresponds to the latest state of medical knowledge and to the patient's needs. Helvetic Assistance takes care of arranging an appointment with a third-party doctor. The beneficiary shall pay the costs of this medical consultation.
- 1.11. Sending unavailable medicines to the location
 If medicines are not available at the destination but were prescribed by the local doctor in the country of residence before departure or else become necessary due to illness or an accident, then Helvetic Assistance will procure these and send them by the quickest means possible provided there are no legal restrictions and that there is a way of sending them. This insurance benefit can be claimed in special circumstances. This cannot be approved for the routine shipment of a vaccine or long-term treatment. The beneficiary shall pay the cost of the medicines.
- 1.12. Linguistic support
 If required, Helvetic Assistance can provide a free interpreting service for a conference call between the beneficiary, the attending doctor and the Helvetic Assistance doctor so that questions arising in connection with the medical treatment organised by Helvetic Assistance can be answered. This service is available in English and in other languages depending on the availability of doctors. Helvetic Assistance cannot provide any written translations.
- 1.13. Psychological counselling
 If a request is made for psychological counselling resulting from the shock of an aggression suffered by the beneficiary or the latter's death abroad, Helvetic Assistance will put the beneficiary or close family member in touch with a psychologist and/or arrange an appointment with a psychologist.

2 Uninsured events and services

- 2.1. Services for which the Helvetic Assistance emergency call centre has not given its prior approval.
 2.2. Costs for outpatient or inpatient treatment that are not covered by Helvetic Assistance.
 2.3. Costs for work downtime and other financial losses.

3 Duties in the event of a claim

- 3.1. In order to claim benefits from Helvetic Assistance, the insured person or the person entitled to make claims must immediately inform the Helvetic Assistance emergency call centre of the occurrence of the insured event and obtain the call centre's approval of any assistance services and assumption of the costs involved. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded). Telephone +41 44 563 62 63.
 3.2. In the event of a claim, the following documents are to be submitted to Helvetic Assistance (i.e. by online claims notification relating to the insured event using the contact address specified in T&C A 9):
- Proof of insurance or insurance policy
 - Original booking confirmation
 - Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis)
 - Original receipts for unforeseen expenses/additional costs

D Cancellation costs

1 Benefits

The costs incurred in cancelling or changing the stay before departure.
 If the beneficiary cannot make the trip and therefore has to cancel or change it, then Helvetic Assistance will assume the actual costs incurred by the beneficiary for cancellation.

2 Insured events

- Death, accident or illness, including relapse suffered by the insured person
- Death by accident or illness of a fellow worker or a close family member of the beneficiary, including relapse, worsening of a chronic or pre-existing illness, unpredictable complication of the beneficiary's pregnancy up to the 28th week of pregnancy and the consequences or long-term effects of an accident that had occurred before taking out this policy
- Contraindication or the consequences of a vaccination obligatory for the trip
- Receipt of an unforeseen court summons
- Damage occurs to the place of residence or business premises
- The trip is impossible due to a strike
- A delay of over an hour incurred by the public transport (except taxi) used to travel to the airport or railway station, which means missing the planned departure
- Death by accident or illness of a person travelling together with the insured person on the same booking

3 Uninsured events and services

- 3.1. No claim is admissible under this insurance for an event that had already occurred on taking out the policy, on booking the trip or on commencement of the services purchased, or else its occurrence was foreseeable for the insured person on taking out the policy, on booking the trip or on commencement of the services purchased.
- 3.2. Events that the insured person has brought about in any of the following ways are not insured:
 - abuse of alcohol, drugs or medication
 - suicide or attempted suicide
 - taking part in strikes or civil unrest
 - taking part in races or training sessions with motor vehicles or boats
 - taking part in risky activities in which the policyholder knowingly exposes himself/herself to danger
 - grossly negligent or intentional actions/failure to act
 - committing or attempting to commit crimes or offences
- 3.3. Activities that are connected with the insured event, e.g. costs for the replacement of the insured items or for police purposes, are not insured.
- 3.4. The consequences of events caused by official orders, e.g. confiscation of property, imprisonment or ban on leaving the country, closure of airspace, are not insured.
- 3.5. If the claims assessor (expert, doctor, etc.) is a direct beneficiary of or is related by blood or marriage to the insured person.
- 3.6. If the insured person has not completely recovered at the start of the trip from the consequences of an accident, a surgical operation or medical treatment which had already occurred at the time of the booking or taking out the insurance policy. If the insured person has not completely recovered at the start of the trip from a surgical operation or medical treatment which had already been scheduled at the time of the booking or taking out the insurance policy but which only took place afterwards.
- 3.7. If orders issued by a public authority make it impossible for the booked trip to go ahead as planned.

4 Duties in the event of a claim

- 4.1. The insured person is required to do all they can to limit the extent of the loss or damage and to clarify its causes.
- 4.2. The insured person is required to fully comply with his/her contractual or legal duty with regard to notification, providing information or action to be taken (including immediately reporting the insured event to the contact address specified in T&C A 9).
- 4.3. In the event of a claim resulting from injury or illness, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.
- 4.4. If the insured person can also claim benefits that Helvetic Assistance has provided from a third party, the insured person must assert these claims and assign them to Helvetic Assistance.
- 4.5. In order to be able to claim Helvetic Assistance's benefits, the insured person or person who is entitled to make claims must cancel the booked trip with the intermediary immediately on the occurrence of the insured event and then report the claim online to Helvetic Assistance online (see T&C A 9). The following documents are to be attached to the online claims notification:
 - Proof of insurance or insurance policy
 - Cancellation cost invoice
 - booking confirmation
 - Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)

E Travel-related incidents

These benefits can be claimed when the original travel tickets cannot be used or need to be rebooked. If Helvetic Assistance assumes the cost of a new travel ticket the cost for the return trip originally booked will not be reimbursed.

1 Breaking off the trip

1.1. Benefits

If the beneficiary has to break off the journey then Helvetic Assistance will reimburse the proportionate cost of the uncompleted part of the trip plus the cost of a ticket to return to the place of residence. Helvetic Assistance pays the cost of a round trip ticket to get the beneficiary back to the place of departure.

1.2. Insured events

- Death of the insured person by accident or illness;
- Death, by accident or illness, resulting in a stay in hospital of more than 5 days by a family member or replacement colleague (if the presence of the beneficiary at work is unavoidable). Cover only operates if the date of entering hospital or the date of death is after the date the beneficiary departs.
- Receipt of an unforeseen court summons;
- Damage occurs to the policyholder's place of residence or business premises;
- Death by accident or illness of a person travelling together with the insured person on the same booking.

2 Extension of stay

If illness or an accident forces the beneficiary or a close family member accompanying him or her to miss the originally planned return date but neither a stay in hospital nor travel by ambulance is warranted, Helvetic Assistance will pay the costs of a further stay in the hotel for the beneficiary and the insured persons accompanying him or her, as long as they are staying in the same vicinity.

Helvetic Assistance assumes the cost of the extra hotel stay and the ticket for the return journey. Payment of these costs is dependent on prior approval from the Helvetic Assistance medical team.

3 Continuation of a business trip

The following cover items cannot be claimed together.

Dispatch of a substitute colleague

If the beneficiary undergoes medical repatriation following hospitalisation of over five days, a period off work of over 30 days or dies, then Helvetic Assistance assumes the cost of a round trip ticket for sending a substitute colleague out to the country in question.

A request for this must be made by the policyholder at the latest 8 days after Helvetic Assistance takes the decision for medical repatriation or 8 days after the beneficiary's death.

Return of the beneficiary to the business trip destination after recovery

If, after medical repatriation, the beneficiary is again able to carry on his/her professional activity, then Helvetic Assistance will, after liaising with its medical team and with the policyholder, organise a return to the destination country so the insured trip that was broken off may be resumed. Helvetic Assistance assumes the cost of a round trip ticket.

4 Reorganising the stay

4.1. Missing a travel connection on medical grounds

If the beneficiary misses his/her onward flight due to illness or an accident then, provided the Helvetic Assistance medical team agree, Helvetic Assistance will organise and pay for the cost of changing travel ticket, accommodation and the local trip to and from the hotel and airport.

4.2. Flight delay

Helvetic Assistance organises and pays for extra accommodation expenses and the local trip to and from the hotel and airport, if the flight is more than 4 hours late (including as a result of natural disaster and/or political problems in the country of destination). Helvetic Assistance tops up any services provided by the airline, on presentation of the appropriate evidence.

Special exclusions

In addition to the general exclusions set out in this insurance policy, the following are also excluded from cover:

- delay in the arrival/departure of aircraft other than airline craft (e.g. charter flights)
- delays caused by strike, warfare or civil war that the beneficiary knew about before departure
- delay in the arrival/departure of aircraft that was announced 24 hours before departure

4.3. Flights cancelled by the aviation company

Helvetic Assistance organises and pays for extra accommodation expenses and the local trip to and from the hotel and airport, if the flight is cancelled by the aviation company (including as a result of natural disaster and/or political problems in the country of destination). Helvetic Assistance tops up any services provided by the airline, on presentation of the appropriate evidence. The additional cost of purchasing a ticket is also covered, provided that the solution proposed by the aviation company is not appropriate; Helvetic Assistance is responsible for the procurement and reimbursement of air tickets.

4.4. Cancellation or flight delay due to bad weather, natural disaster or political events

Helvetic Assistance pays for extra accommodation expenses and the local trip to and from the hotel and airport, if the flight is cancelled or rerouted by the aviation company due to bad weather, natural disaster or political problems in the country of destination. Helvetic Assistance tops up any services provided by the airline, on presentation of the appropriate evidence. The additional cost of purchasing a ticket is also covered, provided that the solution proposed by the aviation company is not appropriate; Helvetic Assistance is responsible for the procurement and reimbursement of air tickets.

5 Advance of funds if cash or cash equivalents are lost or stolen

Helvetic Assistance can make an advance of funds if the beneficiary's cash or cash equivalents are lost or stolen during the trip and an appropriate report is made to the authorities locally. Such a cash advance can be made when a claim is made by the policyholder on one of the items of cover. The beneficiary undertakes to refund to Helvetic Assistance the cash advance made within 30 days of receipt. Helvetic Assistance can provide information on how to block accounts and make loss or theft reports and renew cards.

6 Assistance in the event of loss or theft of identity or travel documents

If the beneficiary's passport, ID or travel tickets are lost or stolen during his/her business trip then Helvetic Assistance will make every effort to assist the beneficiary in the various formalities and dealings with the authorities in order to replace these.

Helvetic Assistance provides cover for the reimbursement of the direct costs incurred in replacing lost or stolen official documents and/or the direct costs of new travel tickets. Reimbursement takes place on sight of the loss or theft report made to the local authorities.

7 Concierge and lifestyle services

Helvetic Assistance concierge and lifestyle services are available to beneficiaries 24/7 during the trip. Helvetic Assistance organises various services on behalf of the beneficiary, such as car rental reservation, ticket reservation for events, restaurant guides, reservation of travel tickets / change of location or delivery of gifts. The cost of the services themselves is to be borne by the beneficiary.

On request by the beneficiary, Helvetic Assistance can provide other services such as telephone interpreting, postponement of business meetings, recovery and dispatch of mislaid or lost documents or delivery of messages. The cost of these services is to be borne by the policyholder.

8 Planis

Helvetic Assistance offers beneficiaries direct access to the Planis web portal. Information and recommendations when planning business travel or foreign assignments are given on the website as well as geopolitical and health & safety warnings relating to individual countries. The website also provides access to a network of recommended medical service providers.

On taking out cover, Helvetic Assistance gives the policyholder personal login details (username and password) giving access to the website and which become obsolete on expiry of this insurance policy.

9 Duties in the event of a claim

9.1 In order to claim benefits from Helvetic Assistance, the insured person or the person entitled to make claims must immediately inform the Helvetic Assistance emergency call centre of the occurrence of the insured event and obtain the call centre's approval of any assistance services and assumption of the costs involved. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded). Telephone +41 44 563 62 63.

9.2 In the event of a claim, the following documents must be submitted to Helvetic Assistance (i.e. by online claims notification relating to the insured event using the contact address specified in T&C A 9):

- Proof of insurance or insurance policy
- Original booking confirmation
- Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis)
- Original receipts for unforeseen expenses/additional costs

F Baggage

1 Benefits and insured events

1.1. Loss, theft of or damage to baggage and professional equipment.

Luggage and professional equipment are insured during the trip against the following risks:

- Theft and burglary
- Robbery
- Damage to, destruction or loss of baggage and/or professional equipment, whilst with a transport company, provided these were handed over by the beneficiary for travel with him/her.
Compensation may only be claimed by the beneficiary or from the insured company when the professional equipment is on loan.
Compensation will be calculated as follows:
 - based on replacement value, after deduction for wear and tear, if the property is a total loss;
 - based on repair costs, provided these do not exceed replacement value, after deduction for wear and tear, if the property is a partial loss;
- An excess of CHF 200 per event shall apply to cases of theft/robbery.

1.2. Late baggage delivery

The beneficiary will receive compensation to pay for necessary purchases (change of clothes and toiletries) in the event items of luggage entrusted to a transport company, responsible both for passenger and baggage transportation, are not delivered at the airport, or on arrival at destination, within four hours.

If an indemnity is paid for "late baggage delivery" in the event of lost luggage, then that benefit will be deducted from any benefit for "loss, theft or damage to baggage and equipment".

No compensation is payable for necessary items that are purchased more than four days after the official arrival time shown on the travel ticket or if these articles have been purchased by the transport company on handing back those items of luggage.

2 Special exclusions

In addition to the general exclusions set out in this insurance policy, the following are also excluded:

- Objects that are mislaid, lost, left behind or forgotten,
- Cash, banknotes, shares and securities of all kinds, precious metals, pearls, gemstones, paintings, works of art, jewellery, watches, prototypes, musical instruments, fragile items, vehicle accessories such as car radios and navigation systems, travel tickets, handwritten documents, business documents, passports and other identity documents.
- Weapons of any kind,
- Perfumes, perishable foods, alcoholic beverages, tobacco and food in general,
- Prostheses of all kinds, glasses and contact lenses,
- Items entrusted to third parties or under the responsibility of third parties such as custodians or hoteliers. Consequently, items of luggage entrusted to a transport company are deemed to be in the care, custody and control of a third party.
- Theft or break-in that occurs during the beneficiary's absence in residential accommodation or vehicles in non-compliance of the duty to secure with lock and key.
- Theft of or damage to items of luggage that have been left unattended in a public place or in premises frequented by various people.
- Thefts of all kinds and damage suffered in warehouses, tents, caravans, under canopies or caravan extensions, on trailers or boats,
- Bicycles, skis, snowboards, boats and other sports equipment are only insured during transport by a transport company.
- Claims resulting from an inherent defect in the insured item, normal wear and tear, the specific nature of food or its packaging and the effects of temperature and environmental conditions,
- Claims resulting from an inherent defect in the insured item, normal wear and tear, leakage of liquids, fats, dyes, corrosive, flammable or explosive substances contained in the insured baggage,
- Securing, blockage, confiscation or seizure ordered by a public authority;
- The indirect costs of a claim (e.g. transport costs for the procurement of new items)
- Costs relating to computer equipment, such as:
 - The costs of reinstating data,
 - The extra costs related with deactivating/reactivating user accounts and programmes,
 - Costs incurred in replacing software and apps.

The right to benefits is in addition to and in excess of insurance and other compensation provided by third parties, in particular by the transport company.

The beneficiary must provide Helvetic Assistance with proof as to the value and existence of the stolen, lost, damaged, destroyed or delayed baggage by providing the information and documents listed below and, in general, any documents and papers that accurately reflect the beneficiary's assessment of the costs incurred.

3 Duties in the event of a claim

- 3.1. The insured person must obtain detailed confirmation without delay of the cause, circumstances and extent of the event, as follows: - In the event of theft or robbery, from the police station closest to the scene of the offence - in the event of damage, from the transport company, a liable third party or the travel or hotel management - in the event of loss or late delivery, from the public transport company used
- 3.2. If loss or damage during transportation by a public transport company is only discovered after delivery then the facts must be notified to that transport company in writing within two working days and acknowledged by them.
- 3.3. The loss/damage amount must be documented via original receipts. If this is not possible, Helvetic Assistance is entitled to reduce benefits or reject the claim.
- 3.4. Damaged items are to be kept available until final settlement of the claim by Helvetic Assistance, and must be sent in for claims adjustment at the policyholder's expense upon demand by Helvetic Assistance.
- 3.5. In order to make a claim on Helvetic Assistance, the insured or person who is entitled to make claims must report the claim to Helvetic Assistance online (see T&C A 9). The following documents are to be attached to the online claims notification:
 - Proof of insurance or insurance policy
 - Original booking confirmation (flight/rail ticket)
 - Damage confirmation from the transport firm
 - Police report in case of theft
 - Confirmation from the transport provider of definitive loss of luggage with compensation letter
 - Original purchase invoice or failing that the guarantee certificate. For damage, the repair invoice or estimate.

G Cancellation costs (for business reasons)

1 Insured events

Cancellation or postponement of a business meeting by the insured person or their business partner within 30 days prior to departure.

2 Insured benefits

The costs incurred in cancelling or changing the stay before departure:

If the insured person cannot make the trip and therefore has to cancel or change it, then Helvetic Assistance will assume the actual costs incurred by the insured person for cancellation or alteration of the trip, up to the limits set out in the policy. If the trip is altered then the costs payable are up to the actual cancellation charge.

Costs are capped at CHF 1,500 per event; maximum 5 events or CHF 7,500 per year.

3 Duties in the event of a claim

3.1. The insured person is required to do all they can to limit the extent of the loss or damage and to clarify its causes.

3.2. The insured person is required to fully comply with his/her contractual or legal duty with regard to notification, providing information or action to be taken (including immediately reporting the insured event to the contact address specified in T&C A 9).

3.3. In the event of a claim resulting from injury or illness, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.

3.4. If the insured person can also claim benefits that Helvetic Assistance has provided from a third party, the insured person must assert these claims and assign them to Helvetic Assistance.

3.5. In order to be able to claim Helvetic Assistance's benefits, the insured person or person who is entitled to make claims must cancel the booked trip with the intermediary immediately on the occurrence of the insured event and then report the claim online to Helvetic Assistance (see T&C A 9). The following documents are to be attached to the online claims notification:

- Proof of insurance or insurance policy
- Cancellation cost invoice
- booking confirmation
- Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. confirmation of postponement or cancellation of an appointment, detailed medical certificate with diagnosis, employer's certificate, police report, etc.)

H Change in planned stay

1 Benefits and insured events

If, once the reservation has been made, political disturbances, war, attacks, epidemic or natural disaster at the travel destination directly threaten the beneficiary's life or property or if official Swiss authorities (Federal Department of Foreign Affairs or the Federal Office of Public Health) and/or the World Health Organisation advise against the trip, Helvetic Assistance will assume the following costs:

Before departure:

- The cancellation fee due under the contract in the event the trip is cancelled
- The costs for altering the trip in the event of delayed departure

After departure:

- If the trip has to be broken off then reimbursement of the proportionate cost of the uncompleted part of the trip plus the cost of a return ticket.
- If the stay is extended then the cost of extended accommodation plus the cost of a return ticket.
- By change of travel plans the costs of new travel arrangements (costs incurred for accommodation and changing travel ticket)

These benefits cannot be aggregated with cover for "Trip cancellation (D)" or "Travel incidents (E)".

The right to benefits is in addition to and in excess of insurance and other compensation provided by third parties, in particular by the transport company.

2 Duties in the event of a claim

2.1. The insured person is required to do all they can to limit the extent of the loss or damage and to clarify its causes.

2.2. The insured person is required to fully comply with his/her contractual or legal duty with regard to notification, providing information or action to be taken (including immediately reporting the insured event to the contact address specified in T&C A 9).

2.3. In the event of a claim resulting from injury or illness, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.

2.4. If the insured person can also claim benefits that Helvetic Assistance has provided from a third party, the insured person must assert these claims and assign them to Helvetic Assistance.

2.5. In order to be able to claim Helvetic Assistance's benefits, the insured person or person who is entitled to make claims must cancel the booked trip with the intermediary immediately on the occurrence of the insured event and then report the claim online to Helvetic Assistance online (see T&C A 9). The following documents are to be attached to the online claims notification:

- Proof of insurance or insurance policy
- Cancellation cost invoice
- booking confirmation
- Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)

I Loss prevention and crisis management

1.1. Information & hotline

24/7 TELEPHONE ASSISTANCE

The insured persons as well as the security delegates commissioned by the policyholder can contact the alarm centre 24/7 and speak with a security expert who answers questions relating to security during business trips.

This service, by security experts, aims to provide policyholders with instructions by phone on how to behave so as to ensure safety and minimize risks, up to and including activation of emergency procedures in consultation with the policyholder.

INFORMATION WEBSITE FOR TRAVELLERS

Our security partner makes available a website for insured persons giving information on the risks associated with worldwide travel. This website can be accessed using a personal login and password and is available in French and English. It is updated daily.

Risk evaluations; safety, political, environmental and health risk assessments and practical information on travel destinations (culture, entry and exit regulations, transportation safety, communications (electricity, mobile phones), legal and financial information and a guide to national languages) are available for all countries (over 180 countries and territories). Fact sheets and information on illnesses are also available.

The recommendations on this portal are for guidance only.

1.2. Operational and proactive monitoring of trips made

ONLINE TRIP REGISTRATION

Secure online registration

The information website for travellers includes a module for registering a trip. In order to cover all possible types of trip in the best possible way, forms are available for different types of travel: round trips, travel in stages and secondments. Travellers are therefore asked to give important details of their trip (outward and return dates, countries, towns and cities to be visited and contact details in places of stay, etc.)

Prior registration of the trip is a must for trips to category four (4) and category five (5) countries to ensure proactive monitoring. The security guidelines for online registration are based on proven standards (secure Internet portal links using SSL protocol (Secure Socket Layer with 256-bit encryption) - servers physically located in Europe)

Exchange of travel date information with travel agencies: (optional)

Our security partner and certain travel agencies on the market (e.g. American Express and CWT) have developed connections (XML web services using SOAP protocol) that enable streaming of travel details (PNR, Record Locator) from travel agencies to the security partner.

The policyholder may activate this service after obtaining prior approval from the respective travel agency. On receipt of such approval, the travel agents in question will provide the security partner with an estimate of the time required to begin providing the policyholder with the rightful services.

The security partner can also take into account travel agency data received in other formats, using other protocols and at other intervals. Non-standard data integration requires the security partner to undertake a prior feasibility study and costing for any alterations.

TRAVELLER TRACKING

The security partner provides daily travel monitoring to inform supervisors pro-actively of any situation that may affect the safety of travellers overseas.

Warnings are sent by email to the respective recipient (the named supervisors) and, if the situation so requires, can take the form of a telephone call to make sure the warning is fully understood. These warnings include an analysis of the situation and behaviour recommendations.

In the event of a serious and immediate threat to an insured (a critical incident – tsunami, assault, etc. – which may also have a direct impact on the insured's health and safety), the security partner's operations centre may issue the warning directly to the insured using the contact information given when registering the trip.

INFORMATION FOR SUPERVISORS

24/7 security warnings:

The supervisors named by the policyholder can receive real-time warnings 24/7 by email on any event that may affect the insured's trip or activities abroad.

Every warning includes an assessment of the gravity of the event, where it took place and an exact description as well as practical tips to ensure that the said event does not have a negative effect on anyone travelling in that region.

Briefings on request:

The supervisors named by the policyholder, depending on corporate requirements, may contact the security partner's surveillance and analysis team to obtain briefings on a situation. These briefings are given a classification depending on the time taken to draft them:

- Class 1: a summary review of the situation in a given country, travel recommendations (drafted in 1 to 2 hours)
- Class 2: report on a specific issue (drafted in 3 to 4 hours)
- Class 3: special reports (drafted in 8 hours or more)

A "time account" is assigned to the policyholder and set out in the insurance policy. Each time the policyholder requests a briefing the security partner will give an estimate of the time required and this must be agreed by the policyholder. Once the time credited to the "time account" has been used up, any further briefing requests will be invoiced.

REPORTING PLATFORM FOR SUPERVISORS

The security partner offers those supervisors named by the policyholder, access to a platform with monitoring and reporting functions for the insured's trip together with a compilation of all current warning messages.

These functions on the travellers' information website are accessible using a registration card reserved exclusively for supervisors specifically named by the policyholder. These functions include:

- a consolidated map overview with current and future trips, filter options by insurance type (travellers), current alerts, GPS tracking, etc.,
- a multi-criteria search table with export functions (Excel, PDF, etc.)
- a table bringing together all trips and classified by country risk category,
- a table bringing together all trips classified by country risk category,

These functions are being constantly improved (online accessibility of statistical functions, etc.) and are available to supervisors on a constant basis.

1.3. Crisis management and involvement locally

SECURITY ASSISTANCE AND EMERGENCY EVACUATION

The security partner will organise and coordinate the evacuation of the insured person to a safe place, either within the country of stay or to a neighbouring country or to the insured's country of residence, with the agreement of Helvetic Assistance, in the event of a serious politically sensitive situation and based on the security partner's recommendation to evacuate or when requested by the policyholder.

The country of evacuation will be decided after consultation with the policyholder. The date for evacuation and the transportation arrangements shall be decided exclusively on the basis of the security partner's know-how. The security partner can expect the insured to use his/her own travel ticket when this can be changed. Any decision to evacuate or for political repatriation shall be taken by the policyholder after approval by Helvetic Assistance. If the policyholder does not follow the security partner's recommendation to evacuate then the security partner cannot be held liable for any consequences of such a decision. If the security partner's recommended solution is refused this results *de facto* in loss of insurance cover.

Assistance expenses are covered up to the amount set out in the insurance policy.

This service may only be claimed for trips that have previously been registered or when an application is made at short notice by the policyholder in agreement with the insured.

SEARCH AND RESCUE DURING NATURAL DISASTERS

If, after a natural disaster (flood, landslide, earthquake, tsunami or cyclone), one or more insured persons are missing for more than 24 hours and the policyholder has contacted the security partner within two (2) days after the event, the security partner, once the request has been approved, will take the most appropriate decision to send a search party for a maximum of five (5) days. Assistance expenses are covered up to the amount set out in the insurance policy.

- Organisation of the search
- Organisation of the rescue
- Organisation of medical repatriation (including assumption of emergency medical expenses)

ASSISTANCE WHEN KIDNAPPED ABROAD

If an insured person is kidnapped or held captive, with or without a ransom note, the security partner will, on request, assist the policyholder in making the best possible decisions in this stressful situation, taking into account human, financial, legal, media-related and operational requirements.

In such an event, contact will be established between the policyholder and the security partner, who would then offer a specialist advisor depending on the location and type of situation.

The security partner (and their network of specialists) provides the following services:

- analysis of the situation arising out of the event and with reference to the context,
- definition of the strategy to adopt as a reaction to the event,
- provide help, when needed, in internal communications with the victim's family, the authorities involved and the media.
- make recommendations as to what to do in the course of the crisis (advice on negotiations, transfer of the ransom demand, etc.) in the country where the event occurred or else at the client's place of business,

- make the right recommendations in the aftermath of the event in order to improve the security of those persons and the policyholder,
- analyse how the crisis management team performed.

The costs incurred in negotiating are covered until the crisis is solved, up to a maximum of a hundred and twenty (120) days, including securing, transporting and handing over the ransom demand (this service can be covered as an option or coordinated with existing C & L cover).

ARBITRARY ARREST

In the event of the insured person's arbitrary arrest despite not having violated any laws or regulations in the geographical area of stay, the security partner will intervene on written application by the policyholder as of the second day of detention. The policyholder shall give the security partner sight of the arrest warrant.

Negotiations and the costs incurred are covered for five days. Fines are not covered. If the security partner's recommended solution is refused then their involvement shall cease. Payment of bail money is covered up to the amount set out in the insurance policy.

1.4. Legal compliance of services offered

The security partner expressly guarantees that the services they offer are compliant with laws and regulations. The security partner shall exercise due care in the performance of its services, in accordance with the standards set by their profession.

1.5. Claims for assistance services

The policyholder must immediately inform Helvetic Assistance, who will then inform the security partner.

1.6. Specific exclusions

Helvetic Assistance and the security partner cannot be held liable and reserve the right to curtail or even deny cover in the following circumstances:

- Helvetic Assistance will not act nor provide benefits if a beneficiary knowingly puts him/herself in a vulnerable situation and/or a crisis by disregarding the security partner's safety tips and instructions.
- The security partner makes available all the necessary resources to overcome a crisis but cannot be held liable if unusual circumstances hinder, slow down or put a stop to the provision of assistance services.
- The service partner alone shall decide on the provision of assistance services. The policyholder cannot expect Helvetic Assistance to provide reimbursement for services that are organised or performed by Helvetic Assistance without the security partner's approval.
- The security partner must be informed on an ongoing basis of the beneficiary's travel plans and any alterations. Prior registration of the trip is a must for trips to category four (4) and category five (5) countries. If not then cover will be refused.
- The security partner cannot be held liable for the civil or criminal consequences of any false or missing travel declaration.

In all cases of *force majeure*, which render assistance services impossible, especially in the event of prohibition decisions taken by local, national or international authorities.

J Travel legal protection

1 Insured persons

The persons insured are those listed in the policy and residing in Switzerland.

2 Geographical scope

Insurance cover operates worldwide for travel outside Switzerland and the Principality of Liechtenstein.

3 Insured areas of law

Insurance cover applies to the following areas of law (full list):

- 3.1. Tort law, criminal charges and victim assistance
Asserting civil non-contractual claims for damages (including those within the scope of the Federal Law on Victim Assistance) of an insured person for damage to property and personal injury (assault / killing) and the resulting financial loss; Filing a criminal complaint, where necessary, to enforce the above-mentioned claims for damages;
- 3.2. Insurance law
Disputes with private or public Swiss insurance institutions as a result of an accident or violent crime abroad;
- 3.3. Criminal defence
Legal protection in criminal proceedings against insured persons on charges of negligent breach of criminal law, as well as criminal and administrative penal procedures directed against the insured person in connection with a criminal offence or a traffic accident or for not obeying traffic regulations;
- 3.4. Driving licence confiscation
Defending the insured's rights in proceedings before Swiss authorities relating to confiscation of their driving licence following violation of road traffic rules abroad;
- 3.5. Other contract law
Defending the insured's rights in disputes arising out of the following contracts (full list). One-off legal advice from Orion up to a dispute amounting to CHF 500.
 - Rental of, loan or deposits relating to movable property abroad;
 - Freight and transport contract for the transport of luggage and / or a motor vehicle to and from abroad;
 - Repair of a motor vehicle during a trip abroad;
- 3.6. Contracts for foreign travel (such as booking a flight, a hotel room, etc., including contracts with foreign language schools), rental of a motor vehicle for a trip abroad or temporary rental of a holiday flat or holiday home abroad up to a maximum of 6 months (regardless of the place of booking) even within the jurisdiction of Switzerland and the Principality of Liechtenstein;
- 3.7. Patient's rights
Disputes with doctors, hospitals and other medical institutions abroad when receiving emergency medical treatment as a patient; (an emergency occurs when insured persons require medical treatment during a temporary stay abroad and a return journey to Switzerland is not appropriate. If the insured person undertook the trip abroad for the purposes of receiving that treatment, this is not deemed an emergency.)
- 3.8. Property law
Disputes arising out of ownership, possession or other real rights over movable property.

4 Insured benefits

In insured legal cases Orion provides up to CHF 250,000 per event in Europe (CHF 50,000 for cases involving other contract law as per T&C J 2.5) or up to CHF 50,000 per event in countries outside Europe for the following services:

- handling of the case by Orion;
- fees charged by a lawyer or legal aid or arbitrator;
- the cost of an opinion commissioned in agreement with Orion or the court;
- legal fees or other costs of proceedings for the insured's account including deposits paid in;
- compensation awarded to the other party against the insured, including a security deposit;
- collection of a claim to which the insured is entitled from an insured event pending the issue of a provisional or definitive seizure order, a petition for a moratorium or a bankruptcy threat;
- advances on bail bonds to prevent pre-trial detention following an accident.

All disputes with the same cause or in direct or indirect connection with the same event shall be deemed to be one single matter. The sum insured will only be paid once per legal matter, even if several legal areas are concerned. Security deposits and advances will be fully deducted from the limit of indemnity. Security deposits and advances are repayable to Orion. If an event involves several persons insured under one or several policies, Orion may limit the benefits to out-of-court interests until a trial has been conducted by lawyers selected by Orion. Benefits are added together for all persons insured by the same policy.

In principle the following payments are not insured:

- Fines;
- Costs of blood alcohol and drug tests ordered in road traffic matters, medical or psychological examinations and driving instruction;
- Compensation;
- Costs and fees relating to a first decision in criminal proceedings for traffic offences (such as penalties and fines, etc.) and administrative procedures (e.g., caution, licence withdrawal, driving lessons, etc.). This also applies to all other such cases brought against the insured person;
- If costs and fees are payable by a third party or are awarded against a liable party or Helvetic Assistance, then Orion will only pay deposits in such cases;
- Costs and fees in bankruptcy and estate proceedings as well as in opposition, off-setting and separation proceedings;
- Translation and travel expenses.

5 Exclusions

In addition to the exclusions set out in the customer information provided in compliance with IPA, the following additional exclusions shall apply:

- all those legal areas not stated as specifically insured in T&C J2;
- cases where the driver makes use of an unlicensed vehicle on a public road, is not authorised to drive the vehicle, does not have a valid driver's license or drives a vehicle that does not have valid license plates;
- cases as owners / keepers of commercial vehicles, such as taxis, coaches, delivery vans and lorries, driving school vehicles, etc.;
- cases involving claims for compensation when driving someone else's vehicle for damage to that vehicle (e.g. company cars);
- cases involving road traffic offences when the vehicle is not moving (stopping or parking forbidden, etc.);
- cases involving applying for return of legally enforced withdrawal of a driving license;
- cases for exceeding the legal speed limit in a built-up area by more than 30kmph, outside a town or on main roads by over 40kmph and on motorways by more than 50kmph;
- Cases related to the following events in the event of recurrence: accusation of driving impairment due the influence of alcohol, medicines or drugs as well as not giving a blood sample;
- cases involving being the owner, keeper or pilot of an aircraft;
- contract disputes in connection with water craft having a catalogue price of over CHF 150,000;
- contractual and other disputes in connection with self-employment (even part-time) as well as preparatory negotiations for this (this exclusion does not apply to events connected with the use of vehicles);
- cases involving events that had already occurred or of which the insured person should have been aware when taking out insurance with Helvetic Assistance or reserving the trip or holiday.

- Cases of claims or liabilities that have been transferred to the insured through inheritance law or by assignment or assumption of liability;
- defending non-contractual claims for damages made by third parties;
- cases involving strikes or lockouts or getting involved in brawling or fighting;
- cases related to failing to honour;
- cases against someone else who is insured under this policy or that person's liability insurance (this exclusion does not apply to the policyholder him/herself);
- disputes involving couples living together, spouses or partners in a civil union;
- legal protection cases in connection with the collection of undisputed claims;
- cases under debt collection or bankruptcy laws (collection of claims arising out of insured litigation remain covered);
- cases against Orion, its organisation and staff or lawyers engaged by Orion in an insured matter.

6 Insurance protection for legal cases

Insurance cover operates for legal cases that arise during the validity of this policy provided the cause of the action also arises during the period of insurance. There is no cover if the matter is declared after termination of the policy or legal protection cover.

7 A legal case arises

A legal matter is deemed to have arisen when:

a) Tort law:

At the time the loss is caused;

b) Criminal law:

At the time the actual or alleged offence takes place;

c) Insurance law

- The initial occurrence of an impairment to health that results in incapacity for work or disability;
- In all other cases; On the occurrence of the event that gives rise to a claim on the insurance;

d) In all other cases;

At the time of the actual or alleged non-compliance with legal provisions or contractual obligations.

8 Handling of a legal matter

8.1. General principle

As soon as a legal matter arises for which the insured intends calling on the services of Orion, this must be reported by telephone immediately. If, before calling on Orion, the insured engages a lawyer, legal aid or an arbitrator, the costs for these before the matter is reported are insured up to CHF 500. Fee agreements must first be agreed with Orion. If the insured agrees a success fee then this will not be covered by Orion.

8.2. Procedure

Orion sets out the procedure that is most advantageous to the insured. They conduct negotiations as to a final settlement and suggest arbitration in suitable cases. They take the decision as to engaging a lawyer or an arbitrator and as to the drafting of a report. They can limit both the content and amount of coverage for costs.

8.3. Settlement buy-out

Instead of assuming costs as per T&C J2, Orion has the right to substitute commercial interest instead. This is calculated from the settlement value after taking into account the collection and legal action risks.

8.4. Choice of lawyer

Orion shall give the insured a free choice of lawyer in cases where a substitute must be engaged for court or administrative proceedings or a conflict of interest arises.

If, later on, the insured withdraws the appointment then he/she must bear the extra costs for this. Orion has the right to refuse a lawyer suggested by the insured. The insured can then choose three lawyers from different firms out of which Orion will choose one. Refusal of a lawyer requires no explanation.

8.5. Information and powers of attorney

The insured must provide Orion with the necessary information and powers of attorney. All papers relating to the case, such as fines, summonses, judgements, correspondence, etc., must be forwarded to Orion without delay. If a lawyer is engaged, the insured must provide them with a power of attorney, keep Orion up-to-date with developments and, in particular, provide all the necessary papers to enable an assessment of insurance cover and the outcome of the matter. If the insured does not fulfil his/her obligation to cooperate then Orion will set a reasonable deadline under penalty of losing insurance cover.

8.6. Amicable settlements

The insured may only enter into settlements that place any obligations on Orion with the latter's approval.

8.7. Costs

All costs awarded to the insured (either by a court or out-of-court) are credited to Orion up to the value of the services provided.

9 Differences of opinion

If there is a difference of opinion over how to proceed in an insured matter or as to the prospects of success in the matter, then Orion shall without delay set out their legal opinion in writing and advising the insured to go to arbitration within 20 days. If he/she does not request arbitration within that time, this shall be deemed a waiver. On receipt of this correspondence, the insured alone is responsible for taking all the necessary steps to defend his/her interests. Orion cannot be held liable for insufficient defence of the insured's interests and in particular failure to respect deadlines. Arbitration costs should be advanced half-half by each party and shall be for the account of the losing party. If one or other party fails to make a cost advance then they are deemed to recognise *de facto* the other party's legal opinion. The parties together shall agree on one single arbitrator. The procedure is limited to a one-off exchange of correspondence with a reasoned opinion and reference to the evidence presented by the parties. On the basis of this, the arbitrator comes to a decision. In addition, the provisions of the Swiss Code of Civil Procedure (ZPO) apply.

If the insured refuses to pay and initiates a lawsuit at his/her own expense and obtains a verdict that is more favourable than the solution put forward by Orion in writing or more favourable than the arbitration result, then Orion will pay the costs incurred, as if they had agreed in the first place.

10 Curtailment of benefits

Orion expressly waives its statutory right to reduction of benefits in the event of gross negligence, except in the event of a final conviction for driving under the influence of alcohol, medicines or drugs or not providing a blood sample.

11 Duties in the event of a claim

Claims under legal protection cover are to be immediately reported to Helvetic Assistance. Telephone +41 44 563 62 63.

K Rental car excess waiver with third-party cover

1 General provisions

1.1. Scope of cover

Cover applies to the vehicle rented by the policyholder. Insurance cover applies throughout the rental period set out in the booking or reservation confirmation.

1.1.1 Insured persons

Cover applies to those persons listed in the booking confirmation / rental invoice.

1.1.2 Insured vehicles

The insurance covers passenger cars, motor homes, campers, mobile homes, camping cars or motorcycles rented by an insured person and legally licensed for road use (full list).

1.2. Uninsured events and services

- Loss or damage related to a breach of contract with the car rental company.
- Loss or damage that occurs when driving the vehicle without the statutory compulsory driving license or not accompanied by another person prescribed by law.
- Claims where the proximate cause is the influence of alcohol or medicines or the consumption of drugs or else the offence of driving over the speed limit (as per article 90 para 4 of the Swiss Highway Code).
- Loss or damage caused by intentional or grossly negligent acts or omissions or due to failing to exercise normal care and attention.
- Loss or damage occurring off public roads or on unofficial roads or racetracks.
- Loss or damage occurring whilst taking part in races or rallies or training for this.
- Loss or damage caused whilst intentionally committing a crime or an offence or attempt thereof.

2 Duties in the event of a claim

The following procedure must be complied with at the place of the incident: The insured person must

- before and after the loss or damage, do everything to avoid or diminish the loss and enable the causes to be established;
- on suffering a loss or damage, so inform the car rental company immediately;
- if an accident involves other road users, immediately inform the local police and request an official investigation or have a report drawn up (police report, accident statement);
- when returning the rental vehicle, have the renter draw up an accident report;
- pay the amount of any excess himself/herself directly before departing.

In order to claim from Helvetic Assistance, the insured person or person entitled to claim must report the insured event, loss or damage to Helvetic Assistance in writing (online claims notification to the address set out in T&C A 9).

The following documents must be submitted:

- Proof of payment of the deposit (receipt for the vehicle rental or credit card debit)
- Copy of the final invoice drawn up by the rental company
- A statement that clearly shows payment of the excess as invoiced
- copy of the insurance policy

3 Excess waiver

3.1. Insured events

An insured event is the claim for loss of or damage to the rental vehicle covered by an existing own damage or theft insurance (excluding contents).

3.2. Insured benefits

3.2.1 On occurrence of the insured event, Helvetic Assistance pays the amount of the excess falling on the renter or another insurance policy. If the insured event does not reach the amount of the excess then Helvetic Assistance will pay for the claim provided the event is insured.

3.2.2 The amount of the insurance benefit depends on the respective excess and is limited, nevertheless, to a maximum of CHF 10,000 per rental agreement.

3.3. Uninsured events and services

- if the own damage or theft insurer turns down the claim,
- loss or damage where the insurance called upon has no excess;
- damage to the oil sump or tyres;
- claims for loss or damage to the vehicle keys.

4 Third-party liability extension

4.1. Scope of cover

In cases where the limit of indemnity of the motor third-party insurance for the rental vehicle is less than CHF 5m, Helvetic Assistance provides insurance cover for claims covered by the motor third-party insurance for the rental vehicle but which exceed its limit of indemnity. Insurance cover thereunder is limited to that part of the claim that exceeds the limit of indemnity of the motor third-party insurance for the rental vehicle.

4.2. Insured liability

Insurance covers the consequences of the insured's legal liability as driver of the rental car as per T&C K 1.1.

- Death, injury or other damage to a person's health (bodily injury);
- Destruction, damage or loss of property (property damage). Death, injury or other damage to the health of an animal, or loss of the animal are deemed to be property damage.

4.3. Insured benefits

The benefits payable by Helvetic Assistance consist of compensation for justified and the rejection of unsubstantiated claims and are limited to a maximum limit of indemnity of CHF 5m; any interest, loss mitigation expenses, expert's, lawyer's or court fees and costs awarded are included in the maximum limit of indemnity.

Benefits are in excess of any other insurances operating for the claim. Benefits paid by the motor third-party insurance for the rental vehicle will be deducted from this insurance policy.

5 Uninsured events and services

This insurance does not cover:

- Liability for bodily injury or property damage suffered by one of the insured persons;
- Liability for property damage suffered by the insured's spouse, registered civil union partner, relatives in descending or ascending line or any person living in the same household as the insured;
- The liability of persons who do not figure in the insurance policy as insureds (e.g. other people who make use of the rental vehicle) or liability of an insured for loss or damage caused by someone under their responsibility;
- Liability of persons who are prohibited from using the vehicle pursuant to statutory or regulatory provisions or for loss or damage caused when using the vehicle for purposes prohibited by statute or by the authorities or on other grounds;
- Liability for the use of vehicles for which no liability insurance has been taken out;
- Liability for the transportation of dangerous goods;
- Loss or damage to the insured vehicle or to property attached to or transported by that vehicle or bodily injury of passengers;
- Loss or damage which the insured should have, in all certainty, expected to occur.
- Financial loss which results neither from insured bodily injury nor insured property damage suffered by the victim;
- Claims based on contractual liability that extends beyond any statutory liability;
- Loss or damage arising when the insured undertakes the trip in return for payment;
- Liability for claim events for which no cover exists under the motor third-party insurance for the rental vehicle, or for curtailment of cover exercised by the motor third-party insurer for the rental vehicle, nor for recovery of an excess under the motor third-party insurance for the rental vehicle.
- Recourse or contribution claims arising out of the rental vehicle insurance are also excluded.

L Service provider insolvency

1 Special conditions, scope of cover, duration of cover

The policy provides worldwide cover for bookings with an airline having an official timetable, hotels, rental cars and other tourist services (hereinafter the service providers).

2 Insured events

Helvetic Assistance provides insurance cover if the insured person cannot take advantage of or continue to use travel services they have booked due to service provider insolvency. Service provider insolvency is defined as inability to pay, voluntary liquidation, bankruptcy or closure of the business for financial reasons, regardless of how long the situation lasts.

3 Insured benefits

- If an insured person cannot begin to use the travel services, Helvetic Assistance will take over the organisation and cost of changing bookings onto another service provider up to the value of the services booked and paid for with the insolvent service provider up to a maximum of CHF 2,000 per person.
- If insolvency occurs in the course of the trip, Helvetic Assistance will take over the organisation and cost of changing bookings onto another service provider or the return trip/onward trip for the insured person up to a maximum of CHF 2,000 per person.
- If several insured persons are victims of the same insolvency event, the amount of compensation to be paid by Helvetic Assistance is capped at a maximum of CHF 1m. If total claims exceed this amount then benefits will be split proportionally.

4 Exclusion

The following benefit is excluded:

- If booking of the travel services is made after the service provider's initial declaration of insolvency.

5 Duties in the event of a claim

In order to claim benefits from Helvetic Assistance, the insured person must immediately inform the Helvetic Assistance emergency call centre and obtain their approval of any assistance services and assumption of the related costs. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded).

Telephone +41 44 563 62 63

Helvetic Assistance must be provided with the following documents:

- booking confirmation/invoice for the booked trip and an invoice for the cancellation costs or costs for rebooking (originals),
- official proof of insolvency,
- copy of the insurance policy

M Airline passenger compensation

1 Cover and service provider

EU regulation 261 applies in the European Union (EU). This is an airline passenger law that applies in all EU member States and in Switzerland, Norway and Iceland. It sets out airline passengers' rights to financial compensation in the event a flight is delayed, cancelled or overbooked. The service is provided by: AirHelp Limited, 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong hereinafter AirHelp.

2 Insured benefits

In the event of a delay, cancellation or overbooking of the flight, the insured person makes an online claim against the airline through Helvetic Assistance (for contact details see T&C A 9). From that point on, settlement of the claim is made by AirHelp and their terms and conditions shall apply.

If AirHelp succeeds in the claim against the airline based on EU regulation 261 on behalf of the insured person, payment is made directly by AirHelp. 100% of the amount received from the airline will be refunded to the policyholder, and AirHelp's 25% service charge will be borne by Helvetic Assistance.

3 Duties in the event of a claim

In order to claim from Helvetic Assistance, the insured person or rightful claimant must report the insured event, loss or damage to Helvetic Assistance in writing (online claims notification to the address set out in T&C A 9).

4 Uninsured events

Helvetic Assistance cannot be held liable in cases where no compensation is payable under the EU regulation.