

# **Information for persons insured under collective insurance**

Page 2

# **Terms and Conditions of Insurance**

Page 3 ff.

**American Express® vPayment Account (vPayment)**

(valid as of 1<sup>st</sup> January 2022)

The following information for persons insured under collective insurance provides an overview of the identity of the *insurer* and the essential content of the insurance contract (Art. 3 Para. 3 of the Swiss Insurance Contract Act [“Bundesgesetz über den Versicherungsvertrag”] [hereinafter called: “VVG”]). The specific rights and obligations of the *insured persons* are derived from the Terms and Conditions of Insurance, any application forms or insurance confirmations, and from the applicable statutory provisions (ICA).

### 1. Contracting parties

Swisscard AECS GmbH, as *issuer* (hereinafter: “*issuer*”) of charge and credit *cards* or other funds authorized for payment (hereinafter called: “*card/s*”), has concluded a collective insurance policy with the below-specified *insurer* that grants the *insured persons* (see Fig. 2) entitlement to certain benefits for the *cards* specified in the insurance terms and conditions (see Fig. 3) relative to the *insurer*, but not relative to the *issuer*.

The *insurer* and consequently the bearer of risk for the below-specified cover is:

#### Allianz Assistance

**AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland)**, with registered domicile at Richtiplatz 1 in CH-8304 Wallisellen – (hereinafter called: “Allianz Assistance” or “the *insurer*”).

The *insurer* may delegate tasks to service-provider third parties within the context of the rendering of its performances.

### 2. Insured persons

The *insured persons* are derived from the definition on page 3 of the Terms and Conditions of Insurance.

### 3. Insured risks, scope of insurance cover

The insured risks and the scope of insurance cover (including exclusions from insurance cover) as well as the individual insurance benefits are derived from the Terms and Conditions of Insurance, and particularly from the Table of Insurance Benefits (starting on page 5).

### 4. How is the premium calculated?

Premiums are owed to the *insurer* essentially by the *card issuer* as the Policyholder. In respect of the insurance policies included in vPayment, the *card issuer* shall bear the insurance premium, unless otherwise agreed. If optional insurance benefits are offered for the *business client* that incur costs, then the premiums shall be expressly reported to the *business client* in advance within the context of admission to these insurance policies.

### 5. What are the duties and obligations of the insured persons?

The duties and obligations are listed in detail in the Terms and Conditions of Insurance as well as in the ICA.

The following are material duties of the *insured persons*, for example:

- If a damage event occurs, this must be reported to the *insurer* without undue delay.
- The *insured persons* must cooperate in the investigations of the *insurer*, e.g. in the event of a claim, and must submit all necessary documentation (obligation to cooperate).
- In case of a claim, reasonable steps to reduce and resolve the damage must be taken (duty to reduce damage).
- The *business client* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making *claims* for benefits, and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up on the Internet under [www.swisscard.ch](http://www.swisscard.ch)

### 6. Duration of the insurance cover

The insurance cover shall normally be in force as long as the contractual relationship regarding vPayment is effective. Special provisions on the term of insurance cover (depending on covered risk) can be found in the Terms and Conditions of Insurance.

### 7. Amending the scope of cover/ the Terms and Conditions of Insurance

The *insurer* and the *issuer* may amend the Terms and Conditions of Insurance (incl. insurance sums) in accordance with the provisions set out in the *GCI* (also see Fig. III *GCI*/8).

### 8. Information on the processing of person-related data

The *insurer* processes data that result from the contract documentation or contract processing and use these data particularly for calculating the premium, for risk evaluation, for processing claims, for statistical analyses, and for marketing purposes. The data are collected, stored, and deleted personally or physically or electronically in accordance with legal regulations. The *insurer* can share data for processing to the necessary extent with third parties in Switzerland and *abroad*, in particular the *issuer*, with co-*issuers* and *reinsurers*, service providers as well as domestic and foreign companies belonging to the *insurer*. In addition, the *insurer* can obtain relevant information from official agencies and other third parties, particularly with regard to the claim event. The *insured person* has the right to demand from the *insurer* information provided for by law regarding the processing of data relating to the *insured person*.

## I. Structure of the Conditions / Introduction / Definitions

### I.) A Structure of the Conditions

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

- I. Structure of the Conditions/Introduction/Definitions
- II. Overview of the insurance benefits
- III. General Terms and Conditions of Insurance (*GCI*)
- IV. Special Conditions of Insurance (*SCI*)
- V. Claims table

A definitive list of insurance benefits covered supplementary to the General Terms and Conditions of Insurance and the Special Conditions of Insurance is provided in the Table of Benefits. In the event of inconsistencies, the Table of Benefits, shall have precedence.

The General Terms and Conditions of Insurance are always applied if no other regulation is provided in the Special Conditions of Insurance. In the event of inconsistencies, the Special Conditions of Insurance shall be applicable.

Finally, the claims table lists the forms of evidence to be submitted when an *insured event* occurs. In the event of inconsistencies, it has precedence over the General and Special Conditions of Insurance.

### I.) B Introduction

Swisscard AECS GmbH has concluded a collective insurance contract with the *insurer*, through which *cardholders* and other *insured persons* are entitled to claim certain benefits from **the insurer, although not from Swisscard AECS GmbH and/or third parties charged with processing the contractual relationship.**

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

**Insured events must be reported without delay and directly to the insurer as soon as the insured claim becomes known, as otherwise entitlement to benefits may be lost.**

### I.) C Definitions

For ease of readability, differentiated gender designations have been avoided.

**Meanings of terms used in the Terms and Conditions of Insurance:**

#### **Abroad**

All countries outside the national territory in which the *insured person* is normally domiciled.

#### **Accidents**

An *accident* is any sudden, involuntary, external event which results in physical injury to the *insured person*. An *accident* is also deemed to have occurred if heightened physical exertion to limbs or the spine causes a joint to be wrenched or strains or tears muscles, sinews, ligaments or capsules.

#### **Additional cardholder**

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

#### **Advances**

*Advance* for *claims* that are not covered by the insurance policy, and that the *insured person* must repay to the *insurer* within one month of the *advance* or return to the *state of residence*.

#### **Alternative means of transport**

*Alternative means of transport* with *public transport*, in order to travel from the originally booked starting point to the originally booked place of destination.

#### **Breakdown**

A *breakdown* means any sudden and unforeseen failure of the insured vehicle caused by an electrical or mechanical defect that makes it impossible to continue the journey, or that mean the continued journey is no longer permitted by law. The following are equivalent to a *breakdown*: Tyre defect, fuel shortage, vehicle key locked inside the vehicle, or flat battery. Theft, loss or damage of the vehicle key or filling the tank with the wrong fuel do not count as *breakdowns*.

#### **Business client**

The company, the enterprise or the association that has concluded a legal agreement regarding vPayment with the *issuer* pertaining to the issue of *cards* or for a *BTA/TCA*, the subsidiary and associated companies affiliated to it, as well as all legal successors.

#### **Card**

The charge and/or credit *card* issued by the *issuer* including the virtual *card* and/or *Virtual Account Number (VAN)*.

#### **Cardholder**

The holder of a *card*.

#### **Claims adjuster**

The *insurer* specified in the claims table.

#### **Close relatives**

Spouse, registered partner or life partner, children, parents, siblings, parents-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparents, grandchildren and children of registered partner or of life partner.

#### **GCI**

The General Terms and Conditions of Insurance applicable to all insurance benefits (Part III).

#### **Insured event**

The incident leading to a loss covered by the insurance.

#### **Insured person**

Authorised persons who are travelling at the behest and on behalf of the *business client*, insofar as the travel expenses are settled using a *VAN*. In each case an additional three persons who are taking part in the business trip as companions of the *insured person* with the approval of the *business client*, insofar as their travel expenses are also settled using a *VAN*.

#### **Insured sum**

Level of the maximum financial benefits or compensation entitlement pursuant to the Table of Insurance Benefits.

#### **Insured trip**

A business trip or private trip, insofar as the means of *public transport* used by the *insured person* with the consent of the

*business client* was at least 50% paid using the *card* before the journey commenced.

**Insurer**

For all insurance benefits:

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland).

**Issuer**

Swisscard AECS GmbH, the principle *issuer* of the *cards* and/or vPayment, and third parties mandated to process the contractual relationship regarding vPayment.

**Minimum claim**

Claim sum from which insurance protection exists.

**Personal baggage/personal luggage**

*Personal baggage/personal luggage* means the items brought or bought during the journey by the *insured person* for his personal use, that are normally carried on the person of the *insured person*.

**Place of residence or customary place of residence**

Place where the *insured person* mostly stays or stayed in a calendar year.

**Principal cardholder**

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

**Public transport**

The following officially licensed and scheduled *public transport* for which payment is required, on land, water or in the air: Railway, tram, underground train, elevated railway, omnibus, ship or aircraft licensed for civil aviation, as well as taxis and hire cars, i.e. motor vehicles rented for money.

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

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

**SCI**

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

**State of residence**

The country in which the *insured person* has his *customary place of residence*.

**Travel allowance**

Compensation sum for travel expenses in conjunction with the insured purpose or for insured benefits.

**Virtual Account Number (VAN)**

Virtual *card* generated as part of vPayment.

If you have any questions about the insurance benefits, we are happy to help you. Please contact our Service Centre  
(Service Centre opening hours: Monday to Friday 08:00 18:00)  
In the event of an emergency, our 24-hour emergency call center Allianz Assistance will help you. You can reach them at anytime and anywhere in the world.

## II. Table of Insurance Benefits

	Table of Insurance Benefits Depending on the <i>insured event</i> and <i>insured person</i>	Insured sums in CHF	Geographic Scope
		American Express vPayment Account	
IV.) A	Trip Accident Insurance* (lump-sum insurance)		
	Disability: (pro rata, depending on degree of disability)	350,000	worldwide
	Death; adults and children over the age of 12	350,000	
	Death; children up to the age of 12	20,000	
	Death; children up to the age of 2.5	2,500	
	Max. per <i>insured trip</i> for all persons	10,000,000	
IV.) B	Luggage Insurance* (indemnity insurance)		
	<i>Personal luggage</i> per <i>insured trip</i>	7,500	worldwide
	Transport costs after recovery of lost luggage	1,000	
IV.) C	Travel information & <i>advances</i> (service)		
	Organisation and arrangement (without reimbursement costs) of		
	Destination information (vaccinations, weather, etc.)	✓	worldwide
	• Physician, lawyer referrals, etc. • Procurement of replacements for lost travel documents, incl. replacement tickets • Passing on urgent messages	✓	
	Repatriation of accompanying dogs and cats in the case of the <i>insured person's</i> hospitalization	✓	
	Search for lost luggage	✓	
	Advances		
	for physicians' /hospital expenses	15,000 per benefit	worldwide
	for lawyers' and interpreters' expenses		
	for payment of bail bond		
	in the case of loss of cash or traveller's cheques		

\* These benefits are conditional upon the use of a *VAN*.

*Insurer:*

**Allianz  Assistance**

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Wallisellen Branch (Switzerland)  
Richtiplatz 1, 8304 Wallisellen,  
Phone: +41 44 283 38 39  
info.ch@allianz.com, www.allianz-travel.ch

### III. General Terms and Conditions of Insurance (GCI)

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

- 1.1 Insurance cover commences when the *business client* concludes the contractual relationship regarding vPayment and is granted to *insured persons* if the contractual relationship regarding vPayment between the business client and the *issuer* exists in accordance with the General Terms and Conditions of the *issuer*. When claims are made, the *insurer* shall enquire of the *issuer* if such an arrangement exists.
- 1.2 Insurance cover for certain benefits may be subject to time limits. Please note the details set out in the *SCI*. In cases where insurance cover is subject to time limits, the day of arrival and the day of departure are each regarded as a single day.
- 1.3 The insurance cover shall end in every case at the end of the contractual relationship regarding vPayment in accordance with the General Terms and Conditions of the *issuer*. For events that have already occurred at that time, insurance benefits will still be provided even if the resulting loss occurs after termination of the insurance cover.

#### 2 In what circumstances will cover not apply, or only limited cover apply?

##### 2.1 Similar claims

With the exception of the death and disability benefit under Transport Accident Insurance or other lump-sum insurance, the following applies: If the *insured person* is entitled to claim from another insurance contract (voluntary or obligatory private or social insurance), the cover provided by the *insurer* shall be limited to the portion of the insurance benefits that exceed those of the other insurance contract. In overall terms, costs shall be reimbursed only once.

##### 2.2 Third-party benefits

If the *insurer* has provided benefits for a claim that was insured by another *insurer*, then these shall be treated as an *advance*. The *advance* shall be repaid by assigning the claims of the *insured person* against the other liable *insurer* to the *insurer*. The assignment shall be performed in place of the payment, and shall have the effect of discharging the obligations of the *insured person*.

##### 2.3 Exclusions

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

- 2.3.1 that are intentionally caused by the *insured person*;
- 2.3.2 that the *insured person* causes by or during the wilful exercise of an offence or crime, or the wilful attempt to exercise an offence or crime;
- 2.3.3 arising through acts of war or civil war, whether war is openly declared or not;  
Entitlement to benefits from Transport Accident Insurance exists, however, if the *insured person* is taken unaware by such acts of war or civil war while on a trip *abroad*.  
Entitlement to benefits is cancelled at the end of the 14th day after war or civil war commences in the national territory of the state in which the *insured person* is staying. This extension is not valid for trips to or through states in whose territory war or civil war

already prevailed. It also does not apply to active participation in war or civil war.

- 2.3.4 by nuclear energy;
- 2.3.5 that are directly or indirectly caused or caused in part by incidents with atomic, biological or chemical substances;
- 2.3.6 as a result of natural disasters, terrorist attacks or civil unrest. Civil unrest is defined as a significant share of the population gathering in a manner that disturbs public peace and order and committing acts of violence against persons or property.
- 2.3.7 Also excluded are costs that would have been incurred if the *insured event* had not occurred.
- 2.3.8 Embargo clause

The insurance cover shall lapse insofar and as soon as a payment by the *insurer* to the policyholder or the beneficiary is opposed by coercive measures applicable under the Federal Act on the Enforcement of International Sanctions (Embargo Act of 22.03.2002, SR 946.231).

Economic, trade or financial sanctions or embargoes imposed by the European Union or the United States of America are deemed equivalent to coercive measures under the Embargo Act, provided that European law is applicable in the individual case and no Swiss legal provision precludes such denial of benefits.

#### 3 What is the correct response to an insured incident or to an *insured event*? (obligations)

The *insurer* cannot issue a benefit declaration and consequently cannot provide benefits without the co-operation of the *insured person*.

The following obligations are imposed upon the *insured person* (in the event of the death of the *insured person*, the persons who are entitled to the lump sum payable at death are treated as equivalent to the *insured person*):

##### 3.1 General:

- 3.1.1 to endeavour to the best of his ability to avert and reduce the damage;
- 3.1.2 to inform the *insurer* without delay, comprehensively and truthfully, providing all details about any circumstance that may lead to benefits being owed by the *insurer*;
- 3.1.3 to submit to the *insurer* the documents listed in the claims table (part V) or to take steps to have these drawn up;
- 3.1.4 to permit the *insurer* to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
- 3.1.5 to heed instructions issued by the *insurer*;
- 3.1.6 to authorize third parties (e.g. physicians, other *insurers*, insurance carriers and authorities) to give information required if necessary;
- 3.1.7 to inform the *insurer* about the existence of other insurance policies providing cover for an *insured event* and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties;

##### 3.2 Depending on the insured benefit in question:

- 3.2.1 to consult a physician immediately after any *accident* that in all probability will lead to benefits being payable;
- 3.2.2 to follow the physician's instructions;



- 3.2.3 to submit to examinations by physicians acting on behalf of the *insurer*;
- 3.2.4 to report cases of accidental death within 48 hours even if the *accident* has already been reported;
- 3.2.5 to furnish the *insurer* with the right to have an autopsy performed by a physician appointed by the *insurer*, where appropriate and necessary for the settlement of a claim, after an *accident* for which death benefit is claimed;
- 3.2.6 to report losses caused by crimes, fire or explosions without delay to the police at the competent police station and receive an authenticated copy of the report;
- 3.2.7 to report losses of luggage to the local police nearest to the place where the loss of luggage occurred within 24 hours after the loss is determined and to inform the travel company or hotel that was holding the luggage immediately and to have this notification confirmed in writing;
- 3.2.8 to take all measures necessary and reasonable to recover lost or stolen objects and to identify, apprehend and prosecute in the courts the guilty party(ies).

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

If a breach of the obligations occurs after an *insured event*, the *insured person* shall lose the entitlement to the insurance benefit and the *insurer* shall be entitled to curtail or reject benefits, unless he did not breach the obligation either wilfully or through gross negligence.

In cases of gross or wilful negligence, the *insured person* shall retain his entitlement to the insurance benefit provided the breach of the obligations has neither influenced the determination of the *insured event* nor the assessment of the benefits due.

#### **5 When does a claim for benefits expire?**

The statutory limitation period of five years applies to claims arising out of the insurance contract. The period starts when the *insured event* occurs.

#### **6 Which court is responsible?**

- 6.1 The place of jurisdiction for disputes brought by the *insured person* or the legitimate claimant in conjunction with these insurance terms and conditions may be chosen as follows:
  - the registered domicile of the Swiss branch office of the *insurer*;
  - with jurisdiction at the residence or domicile of the *insured person* and/or legitimate claimant under civil law in Switzerland.
- 6.2 The place of jurisdiction for claims brought by the *insurer* is the *place of residence* of the *insured person* pursuant to civil law.
- 6.3 Mandatory place of jurisdiction provisions remain reserved in all cases.

#### **7 How should the *insurer* be informed? What applies when a change of address occurs?**

- 7.1 All notifications or declarations intended for the *insurer* must be made in writing (e.g. letter, fax, e-mail). They must be sent to the contact address of the *insurer* specified on page 5.
- 7.2 If neither the *insurer* nor the *issuer* have been notified of a change of address, then it shall be sufficient on

their part to send any declaration of intent by registered letter to the last address known to the *insurer*. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

#### **8 What applies in the event of amendments of the insurance terms and conditions?**

Amendments of these terms and conditions and of the insurance sums may be agreed by the *insurer* and by the *issuer* (as the policyholder). These shall be reported to the *business client* in good time and in a suitable manner. They shall be deemed to have been approved by him, insofar as the *card* is not terminated before the amendment comes into force. No obligation to inform the *business client* shall exist in respect of amendments of the terms and conditions that do not have a detrimental effect on the insured parties.

#### **9 Which legal system is applicable?**

This contract is governed by Swiss law. The provisions of the Swiss Insurance Contract Act [Bundesgesetz über den Versicherungsvertrag – (“VVG”)] remain reserved, insofar as its mandatory regulations have not been amended in these *GCI*.

#### **10 Ombudsman for private insurance and Suva**

The ombudsman for private insurance and Suva is available to *insured persons* as a neutral arbitrator. The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.

#### **Contact address in German-speaking Switzerland (head office):**

P.O. Box 2646, CH-8022 Zurich  
Phone: +41 44 211 30 90, Fax: +41 44 212 52 20  
Email: help@versicherungsombudsman.ch

#### **Branch in French-speaking Switzerland:**

Chemin Des Trois-Rois 2  
Case postale 5843  
CH-1002 Lausanne  
Phone: +41 21 317 52 71, Fax: +41 21 317 52 70  
Email: help@ombudsman-assurance.ch

#### **Branch in Italian-speaking Switzerland:**

Via G. Pocobelli 8  
Casella postale  
CH-6903 Lugano  
Phone: +41 91 967 17 83, Fax: +41 91 966 72 52  
Email: help@ombudsman-assicurazione.ch

#### **11 How does the *insurer* handle personal data?**

The *insurer* shall be entitled to process essential data from third parties involved in cases (e.g. the *issuer*) as are necessary to administer the contract and process claims. The *insurer* shall also be authorised to procure all pertinent information necessary from such third parties and to inspect official files as required to administer the contract and to process claims. The *insurer* shall undertake to treat all such information confidentially. Data will be stored physically and/or electronically. If required, data shall be passed on to third parties, namely to co-*insurers* or re-*insurers* and to other

involved *insurers*, to service providers, the *issuer* as well as the *insurers* in Switzerland and *abroad*. In addition, information may be passed on to other liable third parties and their liability *insurers* to assist in the enforcement of claims for recourse.

The *insurer* is authorised to inform third parties (specifically the responsible authorities, official agencies and the *issuer*), to whom insurance was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a *claim*.



## IV. Special Conditions of Insurance (SCI)

### IV.) A Trip Accident Insurance

#### 1 What is insured and when does cover apply?

##### 1.1 Scope of the insurance cover

*Insured persons* shall be covered for *accidents* that occur during an *insured trip* in accordance with the following provisions, insofar as at least 50% of the cost of the utilised *public transport* was paid before the commencement of the journey with the *card*.

The insurance cover:

- commences at the point of departure stated on the ticket issued by the *public transport*, and terminates at the final destination (including transfers) designated therein;
- insurance cover exists for the purpose of starting or ending a journey paid with the *card* as a passenger in *public transport* on a direct and uninterrupted route to and from an airport, seaport or railway station, irrespective of whether the use of this *public transport* was paid for with this *card*.

#### 2 What benefit types are provided?

##### 2.1 Disability benefits

##### 2.1.1 Conditions of eligibility for the benefit:

If, as the result of an *accident*, a probable irreversible disability (permanent impairment of physical or mental capacity) occurs within 5 years. If, as a result of injury sustained in the *accident*, the *insured person* dies within one year of the date of the *accident*, there shall be no entitlement to disability benefits. In such event, the death benefit described in Fig. A 2.2 shall apply.

##### 2.1.2 Nature and level of benefit:

Disability benefit shall be paid out as a capital sum. The benefit shall be calculated on the basis of the *insured sums* as indicated in the table of benefits and the degree of disability caused by the *accident*.

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

• Arm	70%
• Arm to above the elbow joint	65%
• Arm to below the elbow joint	60%
• Hand	55%
• Thumb	20%
• Index finger	10%
• Other finger	5%
• Leg	
–above the middle of the upper leg	70%
–to the middle of the upper leg	60%
–to below the knee	50%
–to the middle of the lower leg	45%
• Foot	40%
• Big toe	5%
• Other toes	2%
• Eye	50%
• Hearing in one ear	30%
• Sense of smell	10%
• Sense of taste	5%

In the event of partial loss or partial impairment, the corresponding portion of the respective aforementioned percentage shall be applicable.

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

If physical or sensory organs or their functions were already wholly or partially lost or impaired, or if they were already incapable of movement or function before the *accident*, then when determining the degree of disability (and not when calculating the disability capital) the already existing degree of disability determined in accordance with the above principles shall be deducted.

If the *accident* results in the impairment of several physical or sensory functions, the degrees of disability calculated in accordance with the foregoing provisions shall be added together. More than 100 percent is not considered, however.

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

If the death of the *insured person* occurs within one year of the *accident* for a reason unrelated to the *accident*, or more than one year of the *accident* irrespective of the cause, and if an entitlement to disability benefit that had been established, the *insurer* shall provide the benefit in accordance with the degree of disability that would have been expected on the basis of the medical diagnosis.

##### 2.1.3 Rendering the disability benefit

- The *insurer* shall assume payment of the medical fees incurred by the *insured person* on which basis a claim is made only if the *insurer* has requested the medical examination.
- Once it is established in principle that disability benefits are payable, the *insurer* shall at the request of the *insured person* make reasonable *advances*.
- Both the *insured person* and the *insurer* shall be entitled to have the degree of disability determined by a physician annually, however, not later than five years after the *accident*.
- This entitlement must be exercised by the *insurer* together with his declaration of his obligation to provide the benefit, and by the *insured person* at the latest three months before the expiry of the deadline.
- Disability benefits shall be paid out as soon as the degree of permanent disability has definitively been medically determined, at the latest 5 ½ years after the day on which the *accident* occurred.
- If the *insurer* recognises the claim or comes to an agreement with the *insured person* about the basis for payments and the amount to be paid, benefits shall be paid within two weeks if this is permitted by the local regulations of the *country of residence*.
- This obligation is regarded as having been fulfilled on the date the *insurer* transfers the sum involved.

- If official enquiries or criminal proceedings have been initiated against the *insured person* in connection with an *insured event*, the *insurer* can postpone payment until a final decision is made in these proceedings.
- The statutory limitation period (Section 5 *GCI*) shall be suspended from the opening of the official or criminal investigation until its final and binding conclusion.
- The *insurer* shall pay benefits directly to the *insured person* or, in case of death, to the heirs.

## **2.2 Death benefits**

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

## **2.3 Cumulated maximum compensation**

If several *insured persons* are injured or killed by one and the same *accident* incident, then in the case of disability benefits pursuant to Fig. A 2.1 the cumulated maximum compensation of CHF 24,000,000 and in the case of death benefits pursuant to Fig. A 2.2 of CHF 12,000,000 as the collective maximum insurance sum for all *cards* or accounts (such as BTA/TCA/vPayment) issued by the *issuer*.

The *insurance sums* agreed for the individual persons shall be reduced to the same extent, i.e. the insurance sum to be paid out per *insured person* shall be multiplied by the factor resulting from the division of the aforementioned cumulated total compensation by the total insurance sum of all persons who suffered the *accident*.

## **2.4 What is the effect of illness or infirmity?**

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

## **3 In what circumstances will cover not apply?**

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

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

However, insurance cover shall apply:

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

## **3.2 Accidents suffered by the insured person:**

- as the pilot of an aircraft (including sports aircraft), for which a pilot's license is required under Swiss law, or as any other crew member of an aircraft;
- while using spacecraft;

- as the driver or crew member of a means of *public transport*.
- suffered by the driver, front-seat passenger or occupant of a motor vehicle at driving events, including the associated practice drives, that aim to achieve maximum speeds;
- suffered by an artist, stuntman, animal tamer;
- suffered by explosives and disposal personnel as well as ammunition search troops;
- suffered by professional, contractual and licensed sportsman or sportswoman (including racing drivers and racing horse rider).

## **3.3 Injuries or health impairment caused to/by:**

- Vertebral discs as well as bleeding from internal organs and cerebral haemorrhaging; however, insurance cover shall continue to apply if an *accident* event covered under this Trip Accident Insurance, as defined in Fig. A 1.1, is the predominant cause.
- Ionising radiation;
- Infections; these are excluded even if they were caused by insect stings or bites or by other minor skin or mucous membrane injuries, through which pathogens passed into the body immediately or subsequently. The following are excluded: Rabies and tetanus as well as infections where the pathogen passes into the body through *accident* injuries.

- 3.4 Poisoning caused by the oral consumption of solid or liquid substances.

- 3.5 Pathological disorders resulting from psychological reactions, even if these were caused by an *accident*.

- 3.6 Abdominal or lower abdominal ruptures; however, cover shall continue to apply where these are caused by a violent act and external influence falling within the scope of this Trip Accident Insurance.

## **IV.) B Luggage Insurance**

### **1 What is covered when and where?**

If during the course of the trip that was at least 50% paid with the *card* the *personal luggage* of the *insured person* is:

- lost, i.e. cannot be found, is stolen or robbed;
- damaged; or
- destroyed;

the compensation listed below shall be paid to the *insured person*.

### **2 What benefits and services are available?**

#### **2.1 Cost of replacement**

Reimbursement of the replacement cost of the new value of the insured luggage of the *insured person*, up to the level of the sum specified in the table of insured benefits, less a percentage for wear and any possible third-party benefits.

#### **2.2 Transport costs for relocated luggage**

If lost or stolen luggage belonging to the *insured person* is relocated, the cost of transporting the luggage back to the *place of residence* of the *insured person* are reimbursed up to the amount stated in the table of insurance benefits, insofar as these expenses are not borne by the transportation company itself.

- 2.3 If stolen or robbed property is returned to the *insured person* after they have been reimbursed by the *insurer*, the *insured person* may elect either to repay the reimbursed sum or to hand over the property to the *insurer*. The *insurer* may require the *insured person* to

make the decision within two weeks. Once this period has elapsed, the *insurer* decides.

### 3 In what circumstances will cover not apply, or only limited cover apply?(exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for claims:

- caused by failure on the part of the *insured person* to take ordinary precautions to secure his/her *personal luggage* and property; for instance if left in an area accessible to the public, where the item is not in the direct care of the *insured person*;
- caused by leaving, parting with or dropping luggage;
- with regard to spectacles, contact lenses, all kinds of prostheses, securities, debentures, bonds, cash, traveller's cheques, stamps, documents of any kind, animals, musical instruments, glass, china, antiques, merchandise used for trade fairs and exhibitions, pictures, sports equipment while in use, bicycles, hearing aids, trade samples or merchandise and items which are used for trade or other business activities, television sets, vehicles or related apparatus, boats and/or auxiliary equipment;
- caused to objects loaned or entrusted to or
- rented by the *insured person*;
- in respect of which no police report or report drawn up by the public transportation company is presented to the *insurer*;
- of personal items of luggage while in transit, which is not reported immediately to the public transportation company;
- caused by confiscation or requisition by customs officials or other government authorities;
- due to electrical or mechanical failure, general wear and tear, denting, scratching or any type of dyeing or cleaning process;
- to fragile or easily destructible items other than through fire or due to an *accident* involving a vessel, aircraft or motor vehicle.
- caused by theft from unsupervised motor vehicles, trailers, motorized homes, caravans, water sport craft and tents; however, insurance cover exists (except for valuables, computers and mobile phones) if the stolen luggage was kept invisibly from outside in a locked glove box, boot of the automobile or in the storage space of a camp mobile or mobile home or in a fixed mounted locked luggage box of an automobile;
- theft of valuables, computers and mobile phones from surrendered luggage or from unsupervised motor vehicles; valuables include jewellery, furs, valuable items containing precious metal or precious stones, watches, radios, binoculars, audio equipment, photographic equipment and video equipment, printers and games consoles.

## IV.) C Travel information & advances

### 1 Which benefits are provided when and where?

The following services shall be rendered at the request of the *insured person* in conjunction with a trip:

### 2 Organisation and agency services

#### 2.1 Travel advice:

- Information on current visa and entry requirements for all countries around the world. If the *insured*

*person* holds a passport from a country other than Switzerland or Liechtenstein, the *insurer* may possibly be obliged to refer the *insured person* to the embassy or the consulate of the respective country.

- Information on current vaccination requirements for all countries prior to commencing any trip and information on current World Health Organisation warnings.
- Information about the probably climatic conditions in the holiday destination, information about time zones and time differences and information about the opening hours of the most important banks in the holiday destination, including and information and details concerning the acceptance of various currencies and specification of the principal currency of the holiday destination.

### 2.2 Medical information and referral services

If the *insured person* suffers an *accident* during a trip, or in the event of an illness that makes immediate inpatient or outpatient treatment by a licensed physician necessary, and if this cannot be delayed until the after the *insured person* has returned to his home country, the following services shall be rendered:

- Information on options for outpatient treatment, referrals to English or German-speaking physicians, or a physician plus interpreter over the telephone if no English or German-speaking physician is available;
- Referral of hospitals and physician contact details;
- Insofar as the law permits, arranging for any physician's prescriptions which have been mislaid or forgotten to be sent by a pharmacist in the *insured person's* country of residence to a local pharmacist.

### 2.3 Forwarding of urgent messages

In an emergency, the *insurer* shall pass on any urgent messages from or to the *insured person* to or from *close relatives*, business partners and/or friends in the country of origin.

### 2.4 Repatriation of accompanying dogs and cats

The *insurer* shall provide assistance for the repatriation of accompanying cats and dogs if the *insured person* is hospitalised.

### 2.5 Assistance with luggage

The *insurer* shall assist in locating lost luggage and provide the *insured person* with regular updates on the current situation.

## 3 Provision of advances

### 3.1 Medical emergency

*Advances* payable in the event of medical emergencies.

### 3.2 Prosecution/dealings with public authorities

If the *insured person* is arrested or threatened with arrest while travelling, or is required to deal with any public authority, the following services shall be provided:

- Procurement of a lawyer and/or interpreter;
- *Advance* in respect of any legal fees and interpreter's fees payable in the circumstances described above;
- *Advance* in respect of any bail bond or other security required by the authorities.

### 3.3 Loss of means of payment and travel documents

If the *insured person* is robbed while travelling or loses his cash, his *card* or his travel documents, the following benefits shall be provided:

### **3.3.1 Loss of means of payment**

In the event of the loss of means of payment, the *insurer* shall provide *advances* in an emergency.

### **3.3.2 Loss of travel documents**

If travel documents required for the return journey are lost or stolen, the *insurer* shall assist in obtaining replacement documents. The assistance service provider shall not pay the charges payable for issuing new documents. In the event that tickets for the return journey are lost or stolen, an *advance* shall be paid to enable purchase of a replacement ticket.

### **3.4 What is the situation regarding *advances* that are not reimbursable by a third party?**

All *advances*, forwarding/remittance fees as well as the cost of procurements:

- shall only be paid if there is no American Express® travel agency in the vicinity of the *insured person*;

The *business client* must consent to the cost being debited from vPayment or the *insured person* must provide the *insurer* with some other form of security.

## **4 When will assistance services not be provided? (exclusions)**

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover or benefit entitlements shall not be provided:

- 4.1 for expenses incurred for any physician's fees, medical and/or treatment costs;
- 4.2 for damage that was foreseen by the *insured person* as highly likely to occur;
- 4.3 for **damage caused by gross negligence on the part of the *insured person*.**

## V. Claims table

**Please note the obligations which apply upon occurrence of an *insured event* pursuant to Fig. 3 of the *GCI* (Section III).** In order to be able to process the *insured event*, the *insurer* requires documentary evidence detailing the occurrence of the damage, the magnitude thereof etc. The following table lists the documents that must be presented to the *insurer* in order to receive a benefit without delay. Of course, only the documentary evidence relevant to the benefit(s) being claimed by the *insured person* need to be submitted. In case of doubt, please contact the *claims adjuster*, who will tell you what documents are required.

Benefits	Documents required for the insurance benefit
<b>Generally</b>	<ul style="list-style-type: none"> <li>• The <i>VAN</i></li> <li>• Notice of claim that has been completed comprehensively and truthfully</li> <li>• Original receipts (photocopies are sufficient if the originals are being processed by other parties at the same time) showing the purchase price and the date of purchase, as well as the relevant <i>card</i> statement</li> <li>• Proof of payment for the <i>public transport</i> ticket/agreement/contract or service using the <i>VAN</i>, where payment by <i>VAN</i> is a condition of insurance cover</li> <li>• Name of the physician providing the treatment and the document releasing this individual from the duty of professional confidentiality</li> <li>• Police report insofar as the police were involved</li> <li>• Your bank details</li> <li>• Evidence of expenses met by third parties (e.g. an airline, other <i>insurers</i>)</li> <li>• Copy of the monthly <i>card</i> statement, including details of applicable exchange rates if goods were purchased in a foreign currency</li> </ul>
<b>Trip Accident Insurance</b>  <i>Claims adjuster:</i> <b>Allianz Assistance</b>	<ul style="list-style-type: none"> <li>• Proof that the <i>accident</i> occurred during an <i>insured trip</i></li> <li>• Evidence showing how the <i>accident</i> happened and the consequences of the <i>accident</i> (degree of disability or death)</li> <li>• In the event of a disability claim, additional evidence that the course of treatment has been completed, insofar as such evidence is required to make an assessment of full disability</li> <li>• In the event of death, the <i>insurer</i> shall be given the right to ask a physician appointed by it to perform an autopsy, if required</li> <li>• Evidence of costs incurred through search, rescue, recovery and repatriation costs</li> <li>• Police evidence of kidnapping/hijacking of the means of <i>public transport</i> in which the <i>insured person</i> was traveling</li> </ul>
<b>Luggage Insurance</b>  <i>Claims adjuster:</i> <b>Allianz Assistance</b>	<ul style="list-style-type: none"> <li>• Evidence of the damage/destruction/loss of luggage</li> <li>• List of damaged/destroyed/lost items and their original purchase price and the date of purchase</li> <li>• In the case of a criminal offense, fire or explosion: a certificate from the local police force</li> <li>• If the <i>insured event</i> occurred on <i>public transport</i>, the report from the public transportation company</li> <li>• Submission of the damaged or destroyed items upon request</li> </ul>

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