

Optional shopping insurance: Overview of changes to the Conditions of Insurance from 1 May 2023

1. The main changes at a glance:

1.1. Formal changes / more specific wording

The address of the insurer has been amended.

In addition, various corrections have been made and more precise wording has been used in order to improve readability.

1.2. Content-related changes

General changes: The name of the risk carrier has been changed to Helvetia Swiss Insurance Company Ltd (previously EUROPEAN Travel Insurance Co. Ltd). European Travel Insurance ERV, a branch of Helvetia Swiss Insurance Company Ltd, is now responsible for the insurance.

General changes: The statute of limitations period has been extended from two to five years.

General changes: A new article on the right of cancellation has been added.

Claim notification: Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG.

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2. The changes in detail

INFORMATION FOR PERSONS INSURED UNDER COLLECTIVE INSURANCE			
Section/article of GCI & title	Content – previous	Content – new	Comment
Information for persons insured under collective insurance	The following customer information provides an overview of the identity of the insurer and the material content of the insurance contract (Article 3 (3) of the Swiss Federal Act on Insurance Policies [Bundesgesetz über den Versicherungsvertrag (hereinafter: "VVG"]). The specific rights and obligations of the insured persons are derived from the General Conditions of Insurance (hereinafter: "GCI"), any application forms, and from the applicable legal provisions (VVG).	The following customer information provides an overview of the identity of the insurer and the material content of the insurance contract. The specific rights and obligations of the insured persons are set out in the General Conditions of Insurance (hereinafter: "GCI"), any registration forms and the applicable legal provisions (Swiss Federal Act on Insurance Policies, hereinafter "IPA").	Art. 3 para. 3 of the Swiss Federal Act has been deleted; reference is now made to the Swiss Federal Act on Insurance Policies without specifying the article. Art. 3 para. 3 is no longer correct; nor is it required any longer, as this provision only applies to collective personal insurance.
1 Contracting parties	The insurer and risk bearer is: EUROPEAN Travel Insurance Company Ltd (hereinafter: "the Insurer"), a stock corporation under Swiss law with registered offices at St. Alban-Anlage 56, P.O. Box, 4002 Basel.	The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen. Responsibility for this insurance lies with: European Travel Insurance ERV (hereinafter the "insurer"), a branch of Helvetia Swiss Insurance Company Ltd domiciled at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.	Formal change: Identity/name of risk carrier changed to Helvetia. European Travel Insurance ERV, a branch of Helvetia Swiss Insurance Company Ltd, is now responsible for the insurance.
New 5 What type of insurance is it?	-	Your insurance is generally insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. registration form, GCI).	Supplemented in accordance with IPA revision
New 6 What insurance benefits are provided?	-	The amount and/or maximum limit, type of insurance benefits, as well as any deductibles, can be found in these GCI and SCI.	Supplemented in accordance with IPA revision
New 9 Acceptance of the insurance conditions	These insurance conditions (IC) are sent to the cardholder on registering with the collective insurance agreement and can be viewed on the issuer's website.	These General Conditions of Insurance (GCI) are sent to the cardholder on joining the collective insurance contract and can be viewed on the issuer's website.	Structural change Entire paragraph from the GCI (GCI III Art. 1.3) now also included under customer information
New 10 Change in scope of cover or premiums	Changes to the premiums, these conditions and/or the sums insured may be agreed by the insurer and the issuer (as policyholder). The main cardholder is informed of them in a timely and appropriate manner. They are deemed to have been approved by the latter unless the insurance cover is terminated at a date prior to the change taking effect. There is no obligation to inform the main cardholder in the event of changes to the conditions that do not have a negative impact on the insured persons.	The insurer and the issuer may adjust premiums and insurance conditions. Changes to the premiums, these conditions and/or the sums insured may be agreed by the insurer and the issuer (as policyholder). The main cardholder is informed of them in a timely and appropriate manner. They are deemed to have been approved by the latter unless the insurance cover is terminated at a date prior to the change taking effect. There is no obligation to inform the main cardholder in the event of changes to the conditions that do not have a negative impact on the insured persons.	Structural change Entire paragraph from the GCI (GCI III Art. 6) now also included under customer information
New 11 When is there a right of cancellation?	-	The eligible person may cancel their application to conclude the contract or their declaration of acceptance of such contract in writing or in some other form capable of serving as textual evidence. The period of cancellation is 14 days and commences as soon as the eligible person has applied for or accepted the contract. This period is considered to have been met if the eligible person has notified ERV or Swisscard of the cancellation or submitted their notice of cancellation to the postal service on or by the last day of the cancellation period.	Supplemented in accordance with IPA revision

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Previously 5 / Now 7 What are the 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 VVG. The following are material duties of the insured persons, for example: If a claim event occurs, it must be reported to Würth Financial Services without undue delay. The insured persons must cooperate in the insurers' investigations, e.g., in case of a claim, and must submit all necessary documentation (duty of cooperation). In case of a claim, reasonable steps to reduce and resolve the damage must be taken (duty to reduce damage). The principal cardholder is obligated to inform the other insured persons (particularly the additional cardholders) as necessary regarding the significant points of the insurance cover and the duties in case of an insured event, as well as the circumstance that these Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, Switzerland, or examined on the Internet at www.swisscard.ch.	The duties are listed in detail in the General Conditions of Insurance as well as in the IPA. The principal duties of the insured persons include the following: —If a loss event occurs, it must be reported to the insurer immediately (see section III. point 3.1). —The insured persons must cooperate with the insurer to clarify matters, e.g. the circumstances of a claim, and must submit all required documents (obligation to cooperate). —If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses). —The main cardholder is obliged to inform the other insured persons (specifically the additional cardholders), if applicable, of the key points of the insurance cover and their obligations in the case of an insured event as well as the fact that these GCI may be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or viewed online at www.swisscard.ch.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG.
Previously 6 / Now 8 Term and termination of the insurance and the insurance cover	The insurance cover shall normally be in force as long as the underlying card relationship and the registration with the Collective Insurance Agreement are effective. Special provisions on the term of insurance cover (depending on covered risk) can be found in the Terms and Conditions of Insurance. 1.1 Registration term Insurance cover begins according to notice from the Issuer on the date that was agreed upon by the cardholder with the Issuer at registration with the Collective Insurance Agreement. The registration with the Collective Insurance Agreement shall apply for one year from the date shown in the insurance certificate. After passage of this year, the registration will be extended by tacit agreement by one month unless the cardholder or the Issuer gives notice of termination in writing in compliance with a notice period of 30 days, effective at the end of the month. The insurance cover also applies to goods that were purchased a maximum of six months prior to commencement of insurance as long as at least 80% of the price was paid with the Card or an additional card and the insured event occurs after the beginning of insurance. Insurance cover terminates in all cases upon termination of the card relationship pursuant to the Issuer's General Terms and Conditions of Insurance or upon termination of the registration with the Collective Insurance Agreement. However, insurance cover remains in force for the provided insurance term for goods that were acquired with the Card during the term of registration with the Collective Insurance Agreement. The insurance cover for the individual Insurance Benefits can	In principle, the insurance cover exists for as long as the underlying card relationship and the registration with the collective insurance contract are in effect. Special provisions regarding the duration of insurance cover (depending on the insured risk) can be found in the GCI. The insurance cover begins on the day agreed by the cardholder with the issuer when registering with the collective insurance contract. Registration with the collective insurance contract is valid for one year from the date specified in the insurance confirmation. Once this year ends, registration shall be extended by tacit agreement for a further month in each case unless terminated by the cardholder or issuer, by giving 30 days' notice to the end of a month in writing or in some other form capable of serving as textual evidence. The insurance also covers items purchased no more than six months prior to inception of the insurance, again provided that at least 80% of the purchase price was paid using the card or an additional card and the insured event occurred after the inception of the insurance. The insurance cover ends in any event on termination of the card relationship in accordance with the issuer's General Conditions of Insurance or on termination of registration with the collective insurance contract. However, the insurance cover remains in place for the envisaged duration of the insurance in the case of items purchased using the card during the period of registration with the collective insurance contract. In the case of individual insurance benefits, the insurance cover may be limited in terms of time. Please note the information in the SCI.	Structural change Entire paragraph from the GCI (GCI III Art. 1.1) now also included under customer information and simplification of formal requirements in accordance with IPA revision
Previously 8 / Now 12 Information on the processing of personal data	be limited in time. Please note the information in the SCI. The Issuer and Insurer process 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, and for statistical analyses. In addition, the Issuer is authorized to use data particularly from the	The issuer and the insurer process data arising from the contract documents or contract processing and use this in particular to calculate premiums, assess risks, process insurance claims and perform statistical analyses. In addition, the issuer is entitled to use data, in particular from contract documents and contract processing, for marketing purposes. The data is	Link added

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	contract documentation and the contract processing for marketing purposes. The data are processed, particularly obtained, stored, used, revised, disclosed, archived, and destroyed, physically or electronically in accordance with legal regulations. The Issuer and the Insurer can exchange data for processing to the necessary extent with third parties in Switzerland or abroad involved in contract processing, co-insurers and reinsurers, Service Providers, and domestic and foreign companies belonging to the Insurer In addition, the Issuer and the Insurer can obtain relevant information from government offices and other third parties, particularly with regard to the claims history. This applies independently from the creation of the contract. The person entitled to claim has the right to demand from the Issuer as well as the Insurer the information provided for by law regarding the processing of the data relating to the person entitled to claim.	processed, and in particular procured, stored, used, revised, disclosed, archived and destroyed physically or electronically in accordance with the legal provisions. To the extent necessary, the issuer and the insurer may exchange data with third parties in Switzerland and abroad involved in contract processing, co-insurers and reinsurers, service providers, as well as Swiss and foreign companies belonging to the insurer, for processing purposes. The issuer and the insurer may also obtain pertinent information, especially on past claims experience, from government offices and other third parties. This applies independently of the contract entering into force. The eligible person is entitled to request the information specified by law from the issuer and the insurer concerning the processing of the data regarding the eligible person. The data privacy provisions at www.erv.ch/datenschutz contain further information on the purposes for which personal data is processed by the insurer.	
INSURANCE CONDIT	TIONS		
I. B. Introduction			
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Claim notification	Insured events shall be reported directly to Würth Financial Services AG, Credit Card Department, In der Luberzen 42, 8902 Urdorf, immediately upon obtaining knowledge of the claim, because otherwise claims to benefits may be lost.	The ERV claims service, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, schaden@erv.ch must be notified of an insured event as soon as it has been detected; otherwise the entitlement to benefits may be lost.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG.
I. C. Definitions	1 -7		
	To facilitate reading, only the masculine form is used in this document.	Use of the male gender to facilitate readability is intended to also refer to the female gender.	Formal change
Burglary	Burglary is a type of theft. In burglary, the perpetrator uses force to enter a building or a room in a building, or breaks open a container therein.	Burglary is a type of theft where the criminal enters a building or a room of a building by force or breaks into a container in the room.	More clearly defined
Insurer and claims adjuster	EUROPEAN Travel Insurance Co. Ltd (hereinafter referred to as "the Insurer") with registered offices at St. Alban-Anlage 56, P.O. Box, 4002 Basel.	The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen. Responsibility for this insurance lies with: European Travel Insurance ERV (hereinafter the "insurer"), a branch of Helvetia Swiss Insurance Company Ltd domiciled at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.	Formal change: Identity/name of risk carrier changed to Helvetia. European Travel Insurance ERV, a branch of Helvetia Swiss Insurance Company Ltd, is now responsible for the insurance.

III. General Conditions of Insurance (GCI)

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1.1 Registration term	Insurance cover begins according to notice from the Issuer on the date that was agreed upon by the cardholder with the Issuer at registration with the Collective Insurance Agreement. The registration with the Collective Insurance Agreement shall apply for one year from the date shown in the insurance certificate. After passage of this year, the registration will be extended by tacit agreement by one month unless the cardholder or the Issuer gives notice of termination in writing in compliance with a notice period of 30 days, effective at the end of the month. Insurance cover terminates in all cases upon termination of the card relationship pursuant to the Issuer's General Terms and Conditions of Insurance or upon termination of the regis-	The insurance cover begins on the day agreed by the card-holder with the issuer when registering with the collective insurance contract. Registration with the collective insurance contract is valid for one year from the date specified in the insurance confirmation. Once this year ends, registration shall be extended by tacit agreement for a further month in each case unless terminated by the cardholder or issuer by giving 30 days' notice to the end of a month in writing or in some other form capable of serving as textual evidence. The insurance cover ends in any event on termination of the card relationship in accordance with the issuer's General Conditions of Insurance or on termination of registration with the collective insurance contract.	Formal change; simplification of formal requirements in accordance with IPA revision
	tration with the Collective Insurance Agreement.	collective insurance contract.	
2.1 Similar claims 2.2 Third-party benefits	Similar claims If the Person Entitled to Claim has a claim from another insurance contract (voluntary or obligatory insurance), then the Insurer's cover will be limited to that portion of the Insurance Benefits that exceeds what is covered by the other insurance contract. The costs will only be reimbursed a total of one time (clause of complementary and secondary benefits). Third-party benefits If the Insurer has paid benefits for a claim that was insured elsewhere, such benefits shall be deemed an advance. Repayment of the advance shall occur by assignment to the Insurer of the insured person's claims against the other insurer that owes benefits. The assignment shall occur in place of payment and shall discharge the obligation of the Person Entitled to Claim.	Claims against third parties If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this con- tract. If ERV is sued instead of the liable party, the person covered must assign their liability claims up to the amount of the expenses incurred by ERV. In the case of multiple insurance (voluntary or compulsory in- surance) ERV provides its benefits on a subsidiary basis, un- less the insurance conditions of the other insurer likewise con- tain a subsidiary clause. In this case the statutory provisions for multiple insurance are applicable. Costs will only be reimbursed, in total, once even where there is multiple insurance with licensed companies.	Structural change 2.1 Similar claims and 2.2. Third-party benefits have been merged
Previously 2.3 / Now 2.2	The Insurer shall not provide any benefits	The insurer will not provide any benefits	Now exhaustive, rather than a list of examples
General exclusions	In case of intentional causation of the damage by the Person Entitled to Claim or his relatives (e.g., spouse, life partner, children, parents, siblings, or grandparents); For damage caused by war, civil unrest, uprisings, rebellions, revolutions, terrorist events, or force majeure; For damage resulting from nuclear reactions or effects of radiation; For damage to items purchased for resale or for commercial/professional use; For items obtained illegally. What must be done in case of an insured event? (obliga-	•in the event of damage caused deliberately by the eligible person or their relatives (the following persons are deemed relatives: spouses, partners, children, parents, siblings and grandparents); •for damage caused by war, civil unrest, riots, rebellion, revolution, terrorist events or force majeure; •for damage resulting from nuclear reactions or the effects of radiation; •for damage to items that were purchased for resale or for commercial/professional use; •for illegally acquired items.	
3 What needs to be done when an insured event occurs?	3. What must be done in case of an insured event? (obligations) The Person Entitled to Claim has the following obligations in connection with an insured event: 3.1 A claim event must be reported immediately upon its discovery to: Würth Financial Services AG Credit Card Department Churerstrasse 10 9400 Rorschach, Switzerland Telephone: +41 44 723 44 15 Fax: +41 44 723 44 55 Email: creditcards@wuerth-fs.com 3.2 Before and after the claim event, everything must be done that contributes to avoiding or mitigating the damage. 3.3 The Insurer must be immediately provided with all information	3. What needs to be done when an insured event occurs? (obligations) The eligible person has the following obligations in connection with an insured event: 3.1 An insured event must be reported to the insurer at the ERV claims service, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, schaden@erv.ch as soon as it is detected. 3.2 If the insured event is imminent or has already occurred, everything must be done before to help avert or mitigate the loss. 3.3 All information that helps elucidate the loss must be provided to the insurer immediately: Information requested; Necessary documents; Confirmation that the eligible person possesses a valid card and at least 80% of the purchase price of the insured item was paid using the card.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG; clarification of occurrence of insured event

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Duties in the event of a claim			than to Würth Financial Services AG.
4.	4. Obligations in case of a claim	4. Duties in the event of a claim	Claim notifications are now sent directly to the insurer rather
IV.) C. Warranty extension			
4. Duties in the event of a claim	4. Obligations in case of a claim 4.1 Immediately upon discovering that a claim event has occurred, the Person Entitled to Claim must report the claim to: Würth Financial Services AG Credit Card Department Churerstrasse 10 9400 Rorschach, Switzerland Telephone: +41 44 723 44 15 Fax: +41 44 723 44 55 Email: creditcards@wuerth-fs.com	4. Duties in the event of a claim 4.1 The eligible person must immediately notify the insurer of any damage caused as soon as it is detected.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG. Term "obligations" replaced by "duties"
IV.) B. Purchase Insu			
4. Duties in the event of a claim	4. Obligations in case of a claim Immediately upon discovering that a claim event has oc- curred, the Person Entitled to Claim must report the claim to: Würth Financial Services AG Credit Card Department Churerstrasse 10 9400 Rorschach, Switzerland Telephone: +41 44 723 44 15 Fax: +41 44 723 44 55 Email: creditcards@wuerth-fs.com	4. Duties in the event of a claim 4.1 The eligible person must immediately notify the insurer of any damage caused as soon as it is detected.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG. Term "obligations" replaced by "duties"
IV. Special Condition IV.) A. Best-price gua			
IV Consist Condition	on of Incompany (CCI)	lutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.	
ity?		ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN reso-	
New 10 What about the assignment of claims and limitation of liabil-	-	When ERV pays the claim, the eligible person shall assign their claim resulting from the insurance contract as an automatic lump sum to ERV.	Provision on assignment of claims and limitation of liability in the case of trade and economic sanctions.
9 Which law applies?	Swiss law shall apply exclusively to the Collective Insurance Agreement, particularly the Swiss Federal Law on Insurance Contracts (VVG).	This contract is governed by Swiss law. The basis of the contract comprises e.g. the customer information, the General Conditions of Insurance, further Special Conditions or supplementary conditions if applicable, and the declaration of registration. In all other respects, the Swiss Federal Act on Insurance Policies applies.	Reworded
7 When do claims arising from the contract lapse?	The claims become time-barred two years after occurrence of an insured event.	Claims lapse five years after the occurrence of an insured event.	Statute of limitations period extended in accordance with IPA revision
5 What applies to the provision of benefits?	5.1 The Insurer shall in principle pay its benefits in CHF. Translation of foreign currency will use the exchange rate of the date on which the costs were incurred. 5.2 Benefits improperly obtained from the Insurer must be re- imbursed to the Insurer together with the expenses incurred by doing so, within 30 days, according to the rules of Art. 62 et seq. CO.	5.1 The insurer generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate on the day on which these costs were incurred. 5.2 Any benefits unduly received from the insurer must be refunded to it within 30 days, together with any expenses incurred.	Article with referencing removed
	contributing to clarifying the claim: • Requested information • Necessary documents • Confirmation that the Person Entitled to Claim holds a valid Card and paid for at least 80% of the insured item with the Card.		

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	Immediately upon discovering that a claim event has occurred, the Person Entitled to Claim must report the claim to: Würth Financial Services AG Credit Card Department Churerstrasse 10 9400 Rorschach, Switzerland Telephone: +41 44 723 44 15 Fax: +41 44 723 44 55 Email: creditcards@wuerth-fs.com	4.1 The eligible person must immediately notify the insurer of any damage caused as soon as it is detected.	Term "obligations" replaced by "duties"
IV.) D. Safe online			
2. Scope of insurance	2.1 The item received does not correspond to the item as it was originally ordered, which is communicated in writing to the seller within 30 days after delivery. 2.2 The insured item is delivered in a manner that no longer permits it to function according to its intended use, such as breakage or incomplete delivery, which is communicated in writing to the seller within 30 days after delivery. 2.3 The insured item is not delivered within 30 days after charging the full purchase price and after written reminder to the vendor, without the vendor providing reasons (notice of delay in delivery).	2.1 The item received does not match the item originally ordered, which is reported to the seller within 30 days of delivery in writing or in some other form capable of serving as textual evidence. 2.2 The insured item is delivered in such a way that its specified functionality is compromised, e.g. breakage or incomplete delivery, which is reported to the seller within 30 days of delivery in writing or in some other form capable of serving as textual evidence. 2.3 The insured item is not delivered within 30 days of the full purchase price being debited, despite a reminder being issued in writing or in some other form capable of serving as textual evidence, and without a reason being given (notification of delivery delay).	Rewording and simplification of formal requirements in accordance with IPA revision
5. Duties in the event of a claim	5. Obligations in case of a claim 5.1 Immediately upon discovering that a claim event has occurred, the Person Entitled to Claim must report the claim to: Würth Financial Services AG Credit Card Department Churerstrasse 10 9400 Rorschach, Switzerland Telephone: +41 44 723 44 15 Fax: +41 44 723 44 55 E-mail: creditcards@wuerth-fs.com In order to assert claims, the Person Entitled to Claim is obligated to submit the following supporting documents to the Insurer: • Claim form, filled out and signed; • Original or copy of the credit card statement showing that at least 80% of the purchase price was paid using the credit card; • Original or copy of the order confirmation and purchase receipt; • In case of non-delivery within 30 days: a signed statement from the insured person that the ordered goods were not delivered, and a copy of the letter in which the vendor was reminded, as well as the written response by the vendor; • Delivery note and any return document, indicating the delivery costs.	5. Duties in the event of a claim 5.1 The eligible person must immediately notify the insurer of any damage caused as soon as it is detected. 5.2 In order to assert claims, the eligible person shall provide the insurer with the following evidence: •Claim form, completed and signed; •Original or copy of the credit card statement showing that at least 80% of the purchase price was paid using the card; •Original or copy of the order confirmation and proof of purchase; •In the event of non-delivery within 30 days: a signed declaration by the insured person that the item ordered was not delivered and a copy of the letter sent to the supplier as a reminder, together with the supplier's comments in writing or in some other form capable of serving as textual evidence; •Delivery note and any return slip specifying delivery costs.	Claim notifications are now sent directly to the insurer rather than to Würth Financial Services AG; term "obligations" replaced by "duties" and simplification of formal requirements in accordance with IPA revision

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