INTERNATIONAL RESCUE CARD
SOS 144

Your insurance for rescue and travelling without risk

General terms and conditions of insurance

E791

Information about your insurance policy

Dear Client,

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Article 3 of the Swiss Insurance Policies Act).

Any use of the male gender to facilitate readability is intended to also refer to the female gender.

Who are your contractual partners?
The risk carrier for this insurance policy is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. Responsibility for this insurance policy lies with European Travel Insurance (ERV in the GCI), a branch office of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 26, P.O. Box, CH-4002 Basel. The risk carrier for the legal protection is Coop Rechtsschutz AG (CRS in the General Conditions of Insurance), Entfelderstrasse 2, CH-5001 Aarau. The insurance intermediary for this insurance policy is: SOS144 AG, Verenastrasse 4b, 8832 Wollerau.

How high is the premium payable?
The amount of the premium depends on the insurance cover selected and on the insured risks. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the quote, the insurance application or in the policy and premium invoice. If the contract is terminated early, ERV will reimburse the unused portion of the premium in accordance with the statutory and contractual provisions.

What law or contractual basis applies?
This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance (GCI), any further Special Conditions (SC) or supplementary provisions, and the policy. In all other respects, the Swiss Federal Act on Insurance Policies applies. If the policyholder's place of residence/domicile is the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz, VersVG).

What risks are covered and what is the scope of the insurance cover?
The insurance application, the corresponding General terms and conditions of Insurance (GCI) and any Special Conditions (SC) stipulate the events upon whose occurrence ERV is obliged to provide a benefit.

What type of insurance is this?
Your insurance is essentially insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI, SC).

What insurance benefits are paid?
The amount and/or maximum limit and the type of insurance benefits are set out in the insurance application, the policy and the corresponding GCI or SC. The same applies to any deductibles or waiting period.

What obligations apply on taking out the policy?
As the applicant, the policyholder is obliged under Article 6 of the Swiss Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the contract, the policyholder or the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss already sustained if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid for such losses, repayment may be demanded.

What other duties do you, as policyholder, and the insured persons have?
The essential duties of the policyholder and the insured persons include the following, for example:
- In the event of a claim, it must be reported to ERV immediately.
- The policyholder and insured persons must cooperate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).

When does your insurance contract commence and end?
The contract commences and ends on the date stated in the insurance application and in the policy. If a proof of insurance or a provisional cover note was issued, ERV will grant insurance cover from the day specified therein until delivery of the policy. After expiration of the agreed contract period, the contract will be tacitly renewed for successive terms of 365 days unless one of the contractual partners gives 90 days' prior notice of termination in writing or in any other text form. If the contract was concluded for less than 365 days, it expires on the day specified in the policy.

The contract may be terminated early by tendering a notice of termination
- following a loss occurrence for which ERV has paid compensation:
  - by the policyholder within 14 days of being notified of the payment; the insurance cover terminates 14 days after receipt of the notice of termination;
  - by ERV at the latest when the payment is made; the insurance cover expires 14 days after receipt of the notice of termination;
- in the event of an increase in the premiums or deductible sums by ERV: by the policyholder at the end of the insurance year, if the policyholder does not agree with the new arrangement. Officially prescribed adjustments (such as changes in the premiums, deductibles, indemnity limits, scope of cover or duties and fees) shall be reserved in the case of cover regulated by law.

When is there a right of revocation?
The policyholder may revoke, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of revocation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified ERV of the revocation or submitted their notice of revocation to the postal service on or by the last day of the revocation period. The right of revocation is excluded in the case of group personal insurance, provisional cover notes and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can credibly make claims against ERV.

What personal data is processed and why?
All personal data will be processed in accordance with the applicable data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at www.erv.ch/privacy-policy you will find further information on the purposes of the processing (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad) as well as your rights.

You can find SOS144 AG's data protection declaration at
www.sos144.ch/en/dataprotection.

What fees are charged?
ERV will charge the following fees for reminders and debt enforcement:
- Fee for a statutory reminder CHF 20,
- Fee for initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
- Fee for the deletion of a debt enforcement CHF 80. (Deletion will only be performed if all outstanding amounts have been settled.)

What else must be considered?
The specific insurance contract remains authoritative in all cases.

General Conditions of Insurance (GCI)

Overview of benefits – annual travel policy (365 days)
It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. The benefits/sums insured under the insurance taken out remain authoritative in every case.

Description of the insurance benefit	**Sums insured** **Maximum** benefit sums in CHF per event					
	SOS144 **Individual**	**SOS144** **Multi-person (family)**	**SOS144 Pro** **Individual**	**SOS144 Pro** **Multi-person (family)**	**SOS144 Max** **Individual**	**SOS144 Max** **Multi-person (family)**
Scope	Worldwide, unless stated otherwise					
Period of validity	365 days, renews automatically					
Deductible per claim	No deductible payable					
Rescue and recovery – Transportation to the nearest hospital suitable for treatment – Search and rescue costs	unlimited 30 000	unlimited 30 000/person	unlimited 30 000	unlimited 30 000/person	unlimited 30 000	unlimited 30 000/person
Repatriation – Medically attended emergency transport/repatriation – Repatriation in the event of death	unlimited unlimited	unlimited unlimited	unlimited unlimited	unlimited unlimited	unlimited unlimited	unlimited unlimited
SOS protection Events during the trip: – Additional costs for continuation of the trip – Advance payment of costs for hospital stays abroad – Events involving pets			1000 10 000 –	1000/person 10 000/person –	1000 10 000 2000	1000/person 10 000/person 2000
Cancellation costs – The trip cannot be commenced – Events involving pets			5000 –	10 000 –	15 000 5000	25 000 5000
Baggage during transport Damage or loss of baggage during transport			700/trip	1400/trip and family	2000/trip	4000/trip and family
Medical and hospital expenses worldwide Outpatient treatment or an inpatient stay in a hospital abroad			100 000	100 000/person	250 000	250 000/person
Legal expenses insurance for travel Europe-wide Worldwide					250 000 50 000	250 000 50 000
Volcanic eruption and natural disasters The trip cannot be commenced or continued due to a natural disaster					1000	1000/person
Flight delay Missed connecting flight					1000	1000/person
Airline and service provider insolvency protection Rebooking costs in the event of insolvency of service provider					2000	2000/person
Trekking protection – Search, recovery, rescue and evacuation in the event of incidents on trekking tours – Transportation to the nearest hospital suitable for treatment – Benefits in the event of a mountain emergency – Additional costs for continuation of the trip					30 000 unlimited 500 1000	30 000/person unlimited 500/person 1000/person

Overview of benefits – supplementary packages
The supplementary packages are designed to complement an existing, active annual travel policy with SOS144.
It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. The benefits/sums insured under the insurance taken out remain authoritative in every case.

RoadAssist (motor vehicle breakdown assistance) supplementary package	
Description of the insurance benefit	**Sums insured** **Maximum** benefit sums in CHF per event
Scope	Europe-wide, including Switzerland
Insured person	Persons living in the same household
Insured vehicles	Passenger cars, motorhomes up to 3500 kg, trailers, motorcycles (exhaustive list). The insurance cover applies from the insured person's place of residence.
Policy term	Annual insurance policy, 365 days, renews automatically
Deductible per claim	No deductible payable

MedRight (Health legal protection) supplementary package	
Description of the insurance benefit	**Sums insured** **Maximum** benefit sums in CHF per event
Scope	Worldwide including Switzerland
Insured person	Individual or family, depending on the insurance selected
Policy term	Annual insurance policy, 365 days, renews automatically
Deductible per claim	No deductible payable
Legal protection in health matters – Europe-wide – Worldwide	 300 000 50 000
Advice-only legal protection	1000

DriveCover (rental car insurance) supplementary package	
Description of the insurance benefit	**Sums insured** **Maximum** benefit sums in CHF per event
Scope	Worldwide
Policy term	Short-term insurance, as per the booking or reservation confirmation
Deductible per claim	No deductible payable
Insured persons	The insurance covers the persons listed in the contract documents.
Insured rental vehicles	Passenger cars, minibuses, motorhomes, motorcycles, bicycles and houseboats (exhaustive list).
Deductible waiver Any deductible under the rental vehicle provider's comprehensive and theft insurance is covered by this additional insurance.	10 000
Comprehensive Plus This additional insurance covers the following types of damage to rental vehicles, to the extent that such damage is excluded from the rental provider's comprehensive and theft insurance: – Damage to tyres – Damage to the windscreen – Damage to the roof, underbody, side and rear windows, exterior mirrors, oil pan – Loss of or damage to the key	 1000 2000 1000 500
Third-party liability supplement The insurance covers damage that is insured under the rental vehicle liability insurance but exceeds the sums insured.	5 000 000

Short-term insurance
Insurance for a single trip (max. 31 days). It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. The benefits/sums insured under the insurance taken out remain authoritative in every case.

Description of the insurance benefit	**Sums insured** **Maximum** benefit sums in CHF per event		
SOS144 Go	**Individual**	**Family**	**Group**
Scope	Worldwide, unless stated otherwise		
Deductible	No deductible payable		
Rescue and recovery Transportation to the nearest hospital suitable for treatment Search and rescue costs	unlimited 30 000	unlimited 30 000/person	unlimited 30 000/person
Repatriation Medically attended emergency transport/repatriation Repatriation in event of death	5000 5000	5000/person 5000/person	5000/person 5000/person

The following general provisions and the glossary apply to all ERV insurance contracts. The insurance cover taken out in each case is regulated in the following parts (2–15).

Alarm center
- In a medical emergency, please dial the emergency number (Switzerland: 144; Europe: 112).
- In the event of an incident during the trip (e.g. medical incident, technical breakdown, repatriation), please contact our Medicall alarm center on +41 848 801 803 or +800 8001 8003. This service is available 24 hours a day. It can provide advice on the appropriate course of action, organise the necessary assistance and help to coordinate assistance services and clarify which costs are covered by the insurance.

1 General provisions

1.1 Insured persons and policyholder

A The policyholder is the natural or legal person who has concluded an insurance contract with ERV. The insurance is valid
a) if the policyholder has their legal domicile in Switzerland or the Principality of Liechtenstein;
b) if the policyholder does not have their legal domicile in Switzerland or the Principality of Liechtenstein, provided that the insurance cover lasts four months at the most. In this case, the policyholder must be in Switzerland or the Principality of Liechtenstein when taking out the insurance policy.

B When family insurance (multi-person insurance) is taken out, the following persons are insured in addition to the policyholder: parents, grandparents and children living in the same household as the policyholder, in addition to the policyholder's spouse, partner or cohabiting partner, are treated as family members/multiple persons. Minor children of the policyholder who do not live in the same household, as well as any foster children and children for whom the policyholder has holiday responsibility, are also considered family members. Two persons living in shared accommodation with their children, if they have any, are equivalent to a family.

C Groups of at least five persons who book a joint trip and as a minimum undertake the outward and return journey together can take out the SOS144 Go Group option. The insured persons are included in a list of participants, which is sent to ERV in writing or any other text form when the insurance is taken out.

D Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service.

1.2 Scope, duration

A The insurance cover is valid worldwide for the policy period set out in the insurance policy, unless stated otherwise.

B The annual insurance policies are valid for 365 days from the date of issue and will be tacitly renewed for a further 365 days in each case unless terminated in writing or in any other text form at least 90 days prior to expiry.

1.3 General exclusions

The insurance does not cover events:
a) which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The provisions for aggravation of chronic illness are reserved;
b) which occur in connection with illnesses or accidents that have not been diagnosed by a doctor at the time of occurrence or were only confirmed by telephone consultation;
c) which are caused by deliberate or grossly negligent acts or omissions;
d) where the assessor (e.g. expert, doctor, etc.) who makes the findings on the loss occurrence is a direct beneficiary or is related by birth or marriage to the insured person;
e) which are a consequence of warlike events or are due to terrorism, subject to the provisions of para. 4.2 A f);
f) which are in connection with abductions;
g) which are a consequence of official orders, subject to the provisions for travel legal protection (para. 8.3 and para 8.4) and for volcanic eruption and natural disasters (para. 9.2 and para. 9.3);
h) which occur when taking part in
- competitions, races, rallies or training sessions with motor vehicles or boats;
- competitions or training sessions in connection with professional sport or an extreme sport;
- trekking trips or mountain tours when sleeping at altitudes of over 4000m, subject to the provisions for trekking protection (for details, para. 12);
- expeditions;
- acts of daring (reckless actions) in which the person concerned knowingly exposes themselves to particularly great danger; the current Suva classifications apply in principle;

i) which occur when driving a motor vehicle or boat without the legally required and validdriving licence or in the absence of the legally required accompanying person;
j) which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
k) which occur on the occasion of the wilful or attempted commitment of crimes or offences;
l) which the insured person causes in connection with suicide, self-harm or the attempt thereof;
m) which are caused by ionising rays of any kind, in particular as a result of nuclear reactions;
n) which are caused by a pandemic. The exceptions are if the insured person falls ill and their own isolation/quarantine in the event of infection (paras. 2.1 A, 3.1 A, 4.2 A and 5.2 A).

1.4 Claims against third parties

A If the insured person has been indemnified by a liable third party or by such party's insurer, no payment will be made under this contract. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.

B In the case of multiple insurance (voluntary or compulsory insurance), ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In this case, the statutory provisions for double insurance are applicable.

C If there are multiple insurance policies with licensed companies, the costs will be reimbursed in total only once.

D The provisions of para. 1.4 A–C do not apply to capital benefits in case of death or disability.

1.5 Other provisions

A Claims lapse five years after any loss events.

B The sole place of jurisdiction for the person entitled to make a claim is their Swiss domicile or the domicile of ERV, Basel.

C Any benefits unduly received from ERV must be refunded to ERV within 30 days, together with any expenses incurred.

D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).

E When assessing whether or not a trip to a country is reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the current recommendations of the Swiss authorities apply. This will be the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH) and the World Health Organization (WHO).

F Premiums are due for payment according to the date specified on the invoice. If the premiums are not paid by the respective due date, ERV will, at the policyholder's expense, send them a written reminder to pay within 14 days, warning of the consequences of failure to pay within this time. If this reminder is unsuccessful, ERV's obligation to pay benefits will be suspended from the expiry of the reminder period until the premiums have been paid in full.

G Changes of address must be reported immediately to ERV. If the insurance contract and/or the premium invoice cannot be delivered, the insurer's obligation to pay benefits will be suspended until such time as the outstanding premium has been paid in full.

H If a status which justifies special concessions ceases to exist, the insured person must inform ERV without delay. Otherwise, the insurer reserves the right to reduce the benefits in the event of a claim.

I A waiting period of 24 hours applies to all benefits for insurance concluded after the start of the travel service.

J ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

K When ERV pays the claim, the policyholder shall automatically assign their claim resulting from the insurance contract as an automatic lump sum to ERV.

L If the contract is terminated before the end of the duration of insurance for statutory or contractual reasons, ERV will reimburse the unused portion of the premium unless ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (total loss or exhaustion of the benefits) or the policyholder terminates the contract following a claim and the contract had been in force for less than 12 months at the time of the termination.

M If the policyholder moves their legal domicile or habitual abode abroad, the insurance lapses as of the relocation date.

N ERV only provides insurance cover and is only liable for claims settlement or other benefits insofar as such cover, claims payments or benefits do not subject ERV to any sanctions, prohibitions or restrictions under UN resolutions or to any trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

1.6 Obligations in event of a claim

Information on what to do in the event of a claim can be found at www.erv.ch/claim

A • **In the event of a claim, contact** the ERV Claims Service, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, or online via www.erv.ch/claim or www.sos144.ch/en/insurance-claim.

• **In a medical emergency,** please dial the emergency number (Switzerland: 144; Europe: 112).

• **In the event of an incident during the trip** (e.g. medical incident, technical breakdown, repatriation), please contact our Medicall alarm center on **+41 848 801 803 or +800 8001 8003**. This service is available 24 hours a day. It can provide advice on the appropriate course of action, organise the necessary assistance and help to coordinate assistance services and clarify which costs are covered by the insurance.

B The insured person must do everything before and after the loss occurrence to help avert or reduce the loss and clarify it.

C The insurer
- must be provided immediately with any information requested,
- must be provided with the necessary documents, and
- must be provided with payment details (IBAN of the bank or post office account).

D In the event of illness or accident, a doctor must be consulted immediately and informed of the travel plans. The doctor's instructions must be followed. The insured person/recipient of benefits shall release the doctors treating them from their duty of confidentiality towards the insurers

E All originals of documents as well as damaged items must be retained and provided to ERV at its request.

1.7 Culpable breach of obligations in the event of a claim

A In the event of a culpable breach of obligations where a claim is made, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.

B The insurer is not obliged to pay benefits if
- false information is provided intentionally,
- facts are concealed, or
- the required obligations (including the police report, statement of facts, confirmation and receipts) are not met and the insurer incurs a disadvantage as a result.

2 Rescue and recovery

2.1 Insured events and benefits

A ERV provides insurance cover as a consequence of unforeseeable serious illness, serious injury or death of an insured person.

B If the insured event occurs, ERV will pay
a) the costs of the necessary search and rescue operation in accordance with the overview of insurance benefits if the insured person is considered to be missing or has to be rescued;
b) the costs of the necessary immediate medical care by the rescue team and of transportation to the nearest hospital suitable for treatment.

3 Repatriation

3.1 Insured events and benefits

A ERV provides insurance cover as a consequence of unforeseeable serious illness, serious injury or death of an insured person.

B If the insured event occurs, ERV will pay
a) the costs of medically attended emergency transport to the hospital suitable for treatment at the place of residence of the insured person. ERV's doctors alone shall decide on the necessity, nature and timing of these benefits;
b) the organisation and costs of the formalities required by the authorities if an insured person dies during the trip. In addition, ERV will pay the cost of cremation outside the country of residence or the additional costs of complying with the international Agreement on the Transfer of Corpses (minimum requirements such as a zinc coffin or zinc lining) and repatriation of the coffin or urn to the last place of residence of the insured person.

C All benefits are provided as a supplement to the benefits of statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurances. Cover is contingent upon valid health and/or accident insurance in Switzerland.

3.2 Exclusions

The insured person is obliged to claim the above-mentioned repatriation benefits via the alarm center and to have them approved by the alarm center or ERV in advance. Otherwise, benefits are limited to a maximum of CHF 400 per person and event.

4 SOS protection

4.1 Specific provision, scope, duration

The insurance cover is valid worldwide for the policy term set out in the insurance policy for as long as and as often as the insured person is away from their usual place of residence.

4.2 Insured events

A ERV will provide insurance cover if the insured person has to discontinue, interrupt or extend the booked travel service as a consequence of one of the following events:
a) unforeseeable serious illness, serious injury, serious pregnancy complications or death
- of an insured person,
- of a person travelling with the insured person,
- of a person not travelling with the insured person, who is very close to the insured person,
- of the direct deputy at the place of work, so that the presence of the insured person at work is essential,
- of a pet (dog or cat) of an insured person, provided that the SOS144 Max policy has been taken out. Commercial animal keeping is excluded.

b) strikes (except in the case of active participation) on the designated travel route abroad; unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and the continuation of the trip or stay is therefore rendered impossible or unreasonable;
c) serious damage to the property of the insured person at their place of residence as a result of fire, natural disaster, theft or water damage, so that the presence of the insured person at home is indispensable;
d) failure of a booked or used means of public transport (including conductor lines, rails, electronics and control systems; exhaustive list) as a result of a technical defect or personal accident, if the continuation of the travel service in accordance with the itinerary is not, therefore, guaranteed. Delays or detours of the booked or used means of public transport will not be regarded as failure.
e) failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and key failures) of the private vehicle to be used if the continuation of the journey according to the itinerary is therefore not guaranteed;
f) warlike events or terrorist attacks within 14 days of their first occurrence, if the insured person is caught unawares by them while abroad;
g) theft of tickets, passport or identity card: only the benefits pursuant to para. 4.3 e) are insured.

B If the person who triggers the abandonment, interruption or postponement of the trip as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the latter would have to undertake the trip alone.

C If an insured person suffers from a chronic illness without that person's trip appearing to be in question at the time of taking out the insurance, at the time of booking, or prior to the commencement of the trip, ERV will pay the insured costs incurred if the trip has to be interrupted, abandoned, or extended due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (subject to para. 1.1 C).

4.3 Insured benefits

A The event which triggers the abandonment, interruption or extension of the trip is decisive when assessing the entitlement to benefits. Previous or subsequent events are not taken into account.

B If the insured event occurs, ERV will pay
a) the costs of temporary return to the place of residence in an amount of up to CHF 3000 per person (outward and return journey for a maximum of two insured persons) if a stay for a period fixed in advance was booked with a return journey;
b) the additional costs of an unscheduled return journey, based on first-class rail travel or an economy-class flight;
c) a repayable advance on costs of up to CHF 10000 per person if an insured person has to be hospitalised abroad (reimbursement within 30 days of return to the place of residence);
d) the costs corresponding to the unused part of the booked travel service (excluding the costs of the originally booked return journey); this benefit is limited to the price of the travel service or the cancellation cost/sum insured stated in the policy and comprises a maximum of CHF 10000 per person or, in the case of several insured persons, CHF 20000 per booking;
e) either the additional costs of continuation of the journey, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of seven days), up to the amount of CHF 1000 per insured person or up to CHF 1000 if a rental car is used, regardless of how many people use the rental car;
f) the travel expenses (economy-class flight/medium-class hotel) of up to CHF 5000 per person for two persons very close to the insured person to the latter's sickbed if the insured person is hospitalised abroad for more than seven days;
g) organisation of the blocking of mobile phones and credit and customer cards, but not the resulting costs.

C ERV's doctors alone shall decide on the necessity, nature and timing of these benefits.

4.4 Exclusions

A The insured person is obliged to claim the above-mentioned benefits via the alarm center and to have them approved by the alarm center or ERV in advance. Otherwise, benefits are limited to a maximum of CHF 400 per person and event.

B Benefits are excluded:
- a) if the service provider (tour operator, landlord, organiser, etc.) changes or abandons the agreed service or should have changed or abandoned it for objective reasons; this applies in particular to package holidays;
- b) in the case of abandonment, interruption or extension of the trip with regard to para. 4.2 A a) without medical indication (e.g. in case of adequate medical care on site, etc.) or if no doctor was consulted on site;
- c) if the illness/complaint which gave rise to the abandonment, interruption or extension of the trip is a complication or consequence of medical treatment or an operation already planned prior to the commencement of insurance cover or at the time the booking was made or prior to the start of the trip.

5 Cancellation costs

5.1 Specific provision, scope, duration

Insurance cover applies worldwide and begins with the conclusion of the insurance or, in the case of existing insurance cover, with the booking of the travel service and ends with the commencement of the insured travel service (check-in, boarding of the booked means of transport, etc.).

5.2 Insured events

A ERV will provide insurance cover if the insured person is unable to take up the booked travel service as a result of any of the following events, provided this occurred after taking out the insurance or booking the travel:
- a) unforeseeable serious illness, serious injury, serious pregnancy complications or death
  - of an insured person,
  - of a person travelling with the insured person,
  - of a person not travelling with the insured person, who is very close to the insured person,
  - of the direct deputy at the place of work, so that the presence of the insured person at work is essential;
  - of a pet (dog or cat) of an insured person, provided that the SOS144 Max policy has been taken out. Commercial animal keeping is excluded.
- b) strikes on the designated travel route abroad. Unrest of any kind, epidemics or natural disasters at the travel destination, if the life and property of the insured person is at real risk and/or the Swiss authorities have issued an official travel warning for the destination;
- c) serious damage to the property of the insured person at their place of residence as a result of fire, natural disaster, theft or water damage, so that the presence of the insured person at home is indispensable;
- d) failure or delay – both as a result of technical defect – of the public transport (including conductor lines, rails, electronics and control systems; exhaustive list) or taxis to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence. The same applies to the following rail vehicles whose path is blocked as a result;
- e) failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and key failures) of the private vehicle to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
- f) if within the last 30 days before departure
  - the insured person unexpectedly takes up a permanent job with a new employer (promotions, etc. are excluded) or
  - the employment contract of the insured person is terminated by their employer through no fault of their own. In this case, the benefits pursuant to para. 5.3 B shall not exceed CHF 10 000 per event and person or CHF 20 000 per event and family;
- g) theft of tickets, passport or identity card. The benefits pursuant to para. 5.3 B will not exceed CHF 10 000 per event and person or CHF 20 000 per event and family;
- h) pregnancy of an insured person, if the date of the return journey is after the 24th week of pregnancy, or if a vaccination that would present a risk to the unborn child is recommended for the travel destination, or if an official travel warning for pregnant women has been issued for the travel destination. In this case the benefits will not exceed the maximum sum insured.

B If the person who triggers the cancellation as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the insured person would have to undertake the trip alone.

C If an insured person suffers from a chronic illness without that person's travel service appearing to be in question at the time of taking out the insurance or booking the travel service, ERV will pay the insured costs incurred if the travel service has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (subject to para. 1.1 C).

5.3 Insured benefits

A The event which triggers the cancellation of the travel service is decisive when assessing the entitlement to benefits. Previous or subsequent events are not taken into account.

B If the insured event occurs, ERV shall pay the cancellation costs actually incurred (excluding security and airport fees). Overall, this benefit is limited to the price of the travel service or the sum insured. Disproportionate or repeated processing fees are not insured.

C ERV shall reimburse the additional costs for delayed commencement of travel if the insured person is unable to commence travel at the scheduled time as a result of the insured event; this benefit is limited to the travel service price or to the maximum amount of CHF 3 000 per person. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with para. 5.3 B.

5.4 Exclusions

Benefits are excluded:
- a) if the service provider (tour operator, landlord, organiser, etc.) cancels the agreed service or should have cancelled it for objective reasons; this applies in particular to package holidays;
- b) if the illness/complaint which gave rise to the cancellation was a complication or consequence of medical treatment or surgery already planned at the commencement of the insurance term or at the time of booking the travel service;
- c) if an illness or the consequences of an accident, operation or medical intervention already existed at the time of booking the trip and the insured person had not recovered by the travel date;
- d) in the event of cancellation in respect of para. 5.2 A a) without medical indication, or if the medical certificate was not made out as soon as the incapacity to travel was established;
- e) if a cancellation is the result of a mental or psychosomatic illness
  - which cannot be established by a psychiatric specialist and in the form of a certificate issued on the day of cancellation or
  - of persons in gainful employment which cannot be additionally substantiated by the presentation of a certificate of 100% absence issued by the employer for the duration of the inability to travel certified by a medical practitioner;
- f) in the event of inadequate maintenance of the private vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
- g) if the event is attributable to improper repair, self-repair or unauthorised changes (e.g. tuning) to the private vehicle.

6 Baggage during transport

6.1 Scope, duration, specific provisions (conduct obligations while travelling)

A The insurance cover applies worldwide exclusively during conveyance by public transport, for as long as the insured items are in the care of a transport company.

B When they are not being worn or used, valuable items
- must have been handed over to an overnight accommodation provider or a guarded cloakroom for custody, or
- must be kept under lock and key in a locked room with restricted access; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.

C Travel warnings issued by the Swiss Federal Department of Foreign Affairs (FDFA) in relation to the specific travel destination, in particular the level of criminality there as well as associated precautions, must be followed.

6.2 Insured items

A All items which the insured persons (living in the same household) take on the trip for their own personal use are insured.

B Insurance cover for sports equipment, wheelchairs and buggies applies exclusively during conveyance by public transport and for as long as the insured items are in the care of a transport company.

C Insured persons must carry any medically required items at all times. This does not apply to items that must be in the care of a transport company during conveyance by public transport.

6.3 Non-insured items

The insurance does not cover:
- a) cash and tickets, securities, deeds and documents of all kinds, software, precious metals, precious stones and pearls, items for professional use, items with artistic or collector value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, and their accessories;
- b) items purchased or received as gifts during the trip (such as souvenirs) which are not personal travel effects;
- c) items covered by special insurance;
- d) medical aids that are voluntarily placed in the care of the transport company for conveyance.

6.4 Insured events

The insurance covers:

- permanent loss, damage or destruction during conveyance by public transport, provided the luggage was placed in the care of the transport company for conveyance;
- late delivery (at least six hours) by public transport.

6.5 Insured benefits

A ERV will pay:

a) the current value of insured items in the event of total or permanent loss. The current value is the original purchase price less depreciation of at least 10% per year from the date of purchase, to a maximum of 50% in total;

b) in the event of partial loss, the costs of repair subject to a maximum of the current value;

c) for the totality of valuable items, the current value subject to a maximum of 50% of the sum insured;

d) glasses, contact lenses, prostheses and wheelchairs, the current value subject to a maximum of 20% of the sum insured;

e) in the event of theft or permanent loss of credit cards and mobile phones, the organisation (but not the cost) of blocking;

f) in the event of delayed delivery of the baggage by a public means of transport, the cost of absolutely essential purchases up to CHF 700 per person and subject to a maximum of CHF 4000 per trip and per family. There is no right to compensation for the return journey to the place of residence.

B The insured sum limits the total of all benefits in respect of losses arising during the period of the insurance cover.

C The benefits for baggage under all insurances in force with ERV are limited to CHF 2000 per person and CHF 4000 per family provided the insurances are all in the name of the same policyholder.

6.6 Exclusions

Benefits are excluded:

a) in the case of events which are caused by deliberate or grossly negligent acts or omissions;

b) for damage due to wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the items;

c) for items which are kept in a manner inappropriate to their value;

d) for items lost from a locked vehicle or boat, if there is no evidence of burglary;

e) if the nearest police station is contacted and the incident is not recorded or official investigations are requested.

7 Medical and hospital expenses worldwide

7.1 Specific provision, scope, duration

The insurance is only valid for persons whose legal place of residence or habitual residence is Switzerland. With the exception of Switzerland, the insurance cover is valid worldwide for the duration specified in the policy. At the request of ERV and at the expense of the insured person, the latter must be prepared to undergo a medical examination by a medical officer.

7.2 Insured events and benefits

A In the event of illness or accident, ERV shall cover the costs incurred abroad pursuant to the overview table as follows:

a) medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;

b) medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment;

c) initial purchase, hire, replacement or repair of medical aids such as prostheses, glasses and hearing aids provided they are the consequence of an accident and are prescribed by a doctor.

B ERV shall reimburse costs incurred for outpatient treatment or an inpatient stay in a general hospital ward in accordance with regional health insurance rates.

C These benefits are paid up to 90 days beyond the agreed insurance period provided the insured event (illness or accident) occurred during the insurance period.

D All benefits are provided subsequent to the benefits of statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurances. Cover is contingent upon valid health and/or accident insurance in Switzerland.

7.3 Cost credits

In the case of cost-intensive treatments, ERV shall issue cost credits (directly to the hospital) within the framework of this insurance and as a supplement to the statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurance contracts for all inpatient hospital stays. ERV shall not issue cost credits for outpatient treatment (medical, pharmaceutical and pharmacy costs).

7.4 Uninsured accidents

The insurance does not cover:

a) accidents that occur during foreign military service;

b) accidents that occur when practising a manual occupation;

c) accidents that occur while parachute jumping or piloting aeroplanes or aircraft.

7.5 Uninsured illnesses

The insurance does not cover:

a) general check-ups or routine consultations;

b) symptoms or illnesses which already existed when the insurance was taken out, together with their consequences and complications;

c) illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation) insofar as they are not occasioned by an insured illness;

d) disorders of the tooth or jaw;

e) consequences of contraceptive or abortive measures;

f) pregnancy or childbirth, together with attendant complications;

g) conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

7.6 Further exclusions

a) Benefits for existing illnesses and accidents (including symptoms, consequences or complications) which existed when the insurance was taken out or when the trip was commenced, or which could, hypothetically, have been diagnosed by a doctor during an examination. An exception is an unforeseeable acute deterioration in health due to a chronic condition;

b) Deductibles or excesses under Swiss social insurance schemes;

c) Events and benefits that are attributable to epidemics and pandemics;

d) Participation in strikes, unrest and demonstrations of any kind;

e) Benefits for treatment or care abroad if the insured person has gone abroad for this purpose;

f) Treatments which are not carried out according to scientifically proven methods (Art. 32 and 33 HIA);

g) Benefit reductions imposed by other insurances.

8 Travel legal protection

The legal protection within the meaning of the following provisions is provided in cooperation with Coop Rechtsschutz AG (hereinafter «CRS»). CRS is the insurance carrier and undertakes to provide the insured benefits in accordance with the following provisions.

8.1 Geographical and temporal scope

The insurance cover is valid worldwide, with the exception of Switzerland, for the duration determined in the insurance policy.

8.2 Insured benefits

In the conclusively listed cases below, CRS shall provide the following benefits:

A Representation of the insured person's legal interests by CRS's legal department.

B Payment of up to a maximum of CHF 250000 (or CHF 50000 for cases outside Europe) for:

a) the costs of appointed attorney;

b) the costs of appointed experts;

c) court and legal costs at the insured person's expense;

d) costs orders awarded to the counterparty;

e) collection costs of the compensation awarded to the insured person;

f) bail to avoid pre-trial custody up to the amount of CHF 100000 (or CHF 50000 for cases outside Europe) per event. This benefit is an advance payment and must be reimbursed to CRS.

C The following are not paid:

a) fines, monetary and contractual penalties;

b) compensation for damages;

c) costs which a liable third party is obliged to cover.

Legal costs and compensation awarded to the insured person by a court must be reimbursed to CRS.

8.3 Insured characteristics

The insured person enjoys legal protection in their capacity as

a) driver and owner of their own vehicle as well as renter of a third-party motor vehicle; additionally, disputes arising from the repair of their own vehicle are insured;

b) practicing sports, pedestrian, cyclist, moped rider or passenger of any means of transport;

c) renter of a holiday home;

d) course participant at a foreign school;

e) a party to a travel contract;

f) a victim of a violent crime.

8.4 Insured legal protection cases

A Compensation Of Damages
Enforcement of non-contractual claims for damages against the person responsible or their liability insurance.

B Insurance law
Legal disputes with an insurance company, health insurance fund or pension fund in connection with the characteristics mentioned in section 8.3.

C Criminal and administrative proceedings
Representation in proceedings before criminal and administrative authorities resulting from negligent violations of foreign legislation. In the case of charges for an intentional offence, costs are covered only upon acquittal.

D Contract law
Legal disputes arising from the following contracts under the law of obligations (exhaustive list):
a) rental of a motor vehicle, a non-motorised hobby and sports device or a holiday home;
b) freight and transport contract for the transport of travel luggage;
c) travel contract, provided that the place of jurisdiction is in Switzerland and Swiss law is applicable;
d) school contract, provided that the place of jurisdiction is in Switzerland and Swiss law is applicable.

8.5 Exclusions

No legal protection is provided for
a) all legal protection cases and capacities not specifically listed;
b) cases that occurred before the insurance was concluded; the legal protection case is deemed to have occurred at the time of the event, otherwise at the time of the breach of contract;
c) disputes among insured persons and against CRS, its executive bodies or representatives;
d) cases in connection with the mere collection of debt and claims and cases in connection with assigned claims;
e) the defence against claims for damages and the assertion of pure financial losses (without related personal injury or property damage);
f) cases in connection with the recovery of a driver's license;
g) disputes with a disputed amount of less than CHF 300;
h) in connection with armed conflict or civil commotion.

8.6 Insurance Claim

A Reporting a legal protection case
The occurrence of a legal protection case must be reported to CRS immediately, in writing or in another text form upon request. The insured person must support CRS in handling the legal protection case, provide the necessary proxies and information, and forward any notices and documents received, especially from authorities, without delay.
In the event of a culpable breach of these duties, CRS may reduce its benefits to the extent that additional costs have been incurred as a result. In the event of a gross breach, benefits may be refused.

B Handling of a legal protection case
After consulting with the insured person, CRS shall take the measures required to protect their interests. If it proves necessary to appoint a lawyer - particularly in the event of court or administrative proceedings, or in the event of a conflict of interest - the insured person is free to choose one. If CRS does not agree to this choice, the insured person may propose three other lawyers. These may not belong to the same law firm. CRS must accept one of these three proposed lawyers. Before appointing the lawyer, the insured person must obtain consent and cost approval from CRS. If there are no valid reasons for a change of lawyer, the insured person must carry the resulting costs.

C Procedure in the event of disagreements
In the event of a disagreements regarding further course of action, particularly in cases that CRS considers to be without prospect of success, an arbitration procedure is initiated at the request of the insured person. A person appointed by both parties shall function as an arbitrator. Otherwise, the procedure is governed by the provisions on arbitration in the Swiss Civil Procedure Code (ZPO). If the insured person pursues legal action at their own expense, the contractual benefits will be provided if the outcome on the main proceedings is more favourable than that assessed by CRS.

D Communications
All communications are to be addressed to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, Postfach 2502, CH-5001 Aarau, telephone +41 62 836 00 00, info@cooprecht.ch, or to a branch office.

9 Volcanic eruption and natural disasters

9.1 Specific provision, scope, duration

The insurance takes effect upon full payment of the travel service. Regardless of the booking date, the insurance cover is valid for the last 28 days before departure until the completion of the booked travel service.

9.2 Insured events

ERV provides insurance cover if the insured person is unable to take up or continue the booked travel service as a result of natural disasters, insofar as the latter occurred after the insurance was taken out.

9.3 Insured benefits

A The total benefits payable by ERV are limited to the sum insured pursuant to the overview of insurance benefits.

B If an insured person is unable to take up their travel service, ERV will
- either take care of the organisation and cost of rebooking, or
- pay the cancellation costs actually incurred (in each case excluding processing charges and fees).

C In the event of a loss occurrence during the trip, ERV will pay
- either the additional costs of an unscheduled return journey, based on first-class rail travel or an economy/class flight, or
- the additional costs for continuation of the journey, including accommodation, subsistence and communication costs (for a maximum of 7 days).

D If multiple insured persons are affected by one and the same insured event, the compensation payable by ERV is limited to the maximum amount of CHF 1 million. If entitlements exceed this amount, the benefits will be applied pro rata.

9.4 Exclusions

Benefits are excluded if the travel agent, ERV or alarm center has not given its prior approval to the above-mentioned payments in relation to volcanic eruption and natural disasters.

10 Flight delay (missed connection)

10.1 Scope, duration

Insurance cover is valid worldwide, with the exception of the country of residence, for the duration specified in the policy, for as long as and as often as the insured person is away from their permanent home.

10.2 Insured event and benefit

If a connection between two flights is missed owing to a delay of at least three hours due solely to the fault of the first airline, ERV will as a supplement to the benefits provided by the airline pay the additional costs (hotel costs, rebooking costs, phone charges) to enable continuation of the journey. This benefit is limited to the sum insured pursuant to the overview of insurance benefits.

10.3 Exclusions

Benefit payments are excluded if the insured person is responsible for the delay.

11 Airline and service provider insolvency protection

11.1 Specific provision, scope, duration

The insurance applies to all bookings of (exhaustive list): scheduled flights, cruise ships and ferries, railway trips, rental cars, tour guides, hotels, holiday apartments, taxis, sports facilities, sports events and sports equipment («service providers»). It begins upon full payment of the travel service and remains in place until termination of said service.

11.2 Insured events

ERV shall provide insurance cover if the insured person is unable to take up or continue the booked travel service as a result of the insolvency of the service provider. Service provider insolvency is taken to mean a service provider's inability to pay, the filing of its balance sheet, bankruptcy or cessation of trading for financial reasons, irrespective of how long this situation may last.

11.3 Insured benefits

A If an insured person is unable to take up their travel service, ERV shall assume the organisation and costs of transferring bookings to a different service provider up to the cost of the services originally booked and paid for with the service provider that has gone into administration, excluding, however, any processing fee and taxes, up to the sum insured pursuant to the overview of insurance benefits.

B In the event of a loss occurrence during the trip, ERV shall pay the costs of the insured person's return/onward journey. For the return journey from neighbouring countries, entitlement is limited to a first-class train ticket, provided that the return journey by train to the home airport takes less than 6 hours according to the timetable. In the case of longer trips, the insured person is entitled to an economy-class return flight to the booked home airport. These benefits are limited to the sum insured pursuant to the overview of insurance benefits. If the insured event during the trip does not affect the homeward flight, but an onward flight/intermediate stage to a further destination, ERV shall, if the insured person so desires, assume the costs of the one-off onward flight/intermediate stage, insofar as these costs do not exceed those of a direct homeward flight. If the onward journey is chosen, no payment for the homeward flight will then be made. A benefit may only be claimed once per journey, irrespective of whether a direct return journey or continuation of the journey is chosen.

C If multiple insured persons are affected by one and the same insured event, the compensation payable by ERV is limited to the maximum amount of CHF 1 million. If entitlements exceed this amount, the benefits will be applied pro rata.

11.4 Exclusions

Benefits are excluded:

a) if the travel service is booked after the service provider's initial insolvency is announced;
b) if the travel agent, ERV or alarm center has not given its prior approval to the above-mentioned insolvency protection payments;
c) for flights booked via a third-party operator (package tours and charter);
d) for bankruptcy of the travel agent or tour operator commissioned with organising the travel service.

12 Trekking protection

12.1 Insured events

Insurance cover applies if the insured person needs to be rescued or evacuated as a result of the following events:

a) Where the insured person sleeps at altitudes of 4001 m above sea level or higher – notwithstanding para. 1.3 h) – insurance cover also applies to trekking trips and mountain tours
 • for rescue and recovery (as per para. 2) and
 • in the event of natural disasters as per para. 4.2 A b) (natural disasters at the travel destination, should the life and property of the insured person be at real risk and the continuation of the trip or stay therefore become impossible or unreasonable)
b) A mountain emergency as a consequence of the insured person becoming lost, getting stranded, becoming trapped, suffering from exhaustion, being overwhelmed, using incorrect equipment or night falling (exhaustive list) while on the trekking route.

12.2 Insured benefits

If the insured event occurs, ERV will pay the costs pursuant to the overview of insurance benefits of

a) any necessary search and rescue operation;
b) evacuation, including helicopter evacuation from the danger zone;
c) the costs of the necessary immediate medical care by the rescue team and of transportation to the nearest hospital suitable for treatment;
d) the additional costs for continuation of the journey/trekking route, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of 7 days).

12.3 Specific conditions

A Benefits in the event of a mountain emergency (para. 12.1 b)) are limited to a maximum of CHF 500 per incident and per person.
B Notwithstanding para. 1.3 h), insurance cover also applies in the case of trekking trips and mountain tours where the insured person sleeps at altitudes of more than 4000 m above sea level.
C Coverage of search, rescue, recovery or evacuation costs is provided up to the maximum sum insured, provided that these operations are carried out by a professional rescue team.
D The insured person must adapt their itinerary to the terrain, weather conditions and their own physical capabilities, take account of the weather situation and official warnings and carry a full, suitable set of equipment. If this obligation is breached, the benefit may be reduced or even refused.

12.4 Exclusions

Benefits are excluded:

a) in the event of failure to heed official weather warnings;
b) in the event of failure to follow recognised acclimatisation guidelines;
c) if the equipment carried is not suitable for the planned route.

13 RoadAssist (motor vehicle breakdown assistance)

13.1 Scope, duration, specific provision

A The cover can only be concluded as an add-on to the SOS144, SOS144 Pro and SOS144 Max packages.
B The insurance cover is valid Europe-wide, including Switzerland, for the policy period set out in the insurance policy.

13.2 Insured persons and vehicles

The insurance covers the passenger car, motorhome with a total weight of up to 3500 kg or motorcycle being used by the insured persons living in the same household. Also insured are trailers that are, together with the towing vehicle, legally registered for road use.

13.3 Insured persons and benefits

A ERV will pay the following costs if the vehicle used by the insured person within Europe from their place of residence is involved in a traffic accident, breaks down or is stolen:
 a) having the vehicle towed away and repairs up to the value of CHF 400 (including any small parts carried by the breakdown service that are required to make the vehicle roadworthy again, but excluding the cost of any other materials). The costs of work carried out in a garage and any further spare parts are not covered;
 b) parking fees (garaging costs), up to a maximum of CHF 300;
 c) recovery of the vehicle, up to a maximum of CHF 2000;
 d) forwarding of spare parts if they cannot be sourced locally;
 e) an expert assessment up to a value of CHF 200 if the repair bill appears unjustified;
 f) costs specified in para. 4.3 B e) for the continuation of the trip or return to the place of residence (including hire of a replacement vehicle of the same category) if for compelling reasons – evidence of which must be provided – it is not possible to wait for the vehicle to be repaired;
 g) recovery of the vehicle, to be organised by ERV, if
  • it cannot be repaired within 48 hours,
  • the stolen vehicle is only found after 48 hours, or
  • the insured person is forced to leave their vehicle behind and use another form of transport due to the insured event, or if they fall ill, are injured or die and no accompanying person has a valid driving licence; these costs shall be no higher than the current value of the vehicle involved;
 h) rail journey to the location of the vehicle if the insured person is collecting the vehicle;
 i) customs duty on the vehicle if it cannot be returned to the insured person's home country due to total loss or theft.
B ERV will also provide the insured person with an advance of costs of up to CHF 2000 in the event of large repair bills incurred abroad. This is repayable within 30 days after the insured person returns to their place of residence.

13.4 Exclusions

Benefits are excluded:

a) if the alarm center or ERV has not given its prior approval to the above-mentioned benefits in relation to breakdown assistance;
b) if the vehicle is inadequately maintained or if the vehicle had already sustained defects or was manifestly defective when the journey was commenced;
c) for vehicles equipped with trade plates (U-number);
d) if the vehicle has been driven by an insured person without the consent of the keeper;
e) if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing or rental;
f) in the event of claims which occur on unofficial roads or on race tracks.

14 MedRight (Health legal protection)

This coverage is only available as a supplement to the SOS144, SOS144 Pro, and SOS144 Max product options.

The legal protection insurance within the meaning of the following provisions is a service offered in cooperation with Coop Rechtsschutz AG is the insurance carrier and undertakes to provide the insured benefits within the framework of the following provisions. The insured person has a direct claim against Coop Rechtsschutz AG.

14.1 Insured persons

Contract type: individual
The policyholder is insured.
Contract type: family insurance (multi-person insurance)
The policyholder and the persons living in the same household and in a marriage, partnership, or cohabiting relationship, including parents, grandparents, and children, are insured. His/her minor children not living in the same household, as well as minor foster children and children on holiday, are also considered part of the family. Two people living in a shared flat with their potential children are treated as a family.

14.2 Legal protection in health matters: insured legal cases

In connection with a health impairment, the following legal cases are insured:
Liability disputes with service providers
Insured are liability disputes against officially licensed doctors, dentists, dental technicians, dental hygienists, chiropractors, hospitals or other medical service providers.
Other liability disputes
Insured is the assertion of non-contractual claims for damages for health impairments against the person responsible or their liability insurance (e.g. with motor vehicle owners after traffic accidents, etc.).
Insurance law disputes
Insured are disputes based on health impairments against social and/or private insurers, excluding disputes against the Old-Age and Survivors' Insurance (AHV) and the Unemployment Insurance (ALV).

14.3 Non-insured legal cases
No legal protection is provided:
- in cases not explicitly listed;
- in legal cases that occurred before the start of this insurance;
- in disputes between the policyholder and the insurance carrier or its bodies, as well as with lawyers and experts active in an insured legal protection case;
- in connection with psychiatric and psychotherapeutic treatments;
- in disputes concerning invoices or fees (except for those regarding services not rendered);
- in premium disputes;
- in connection with the intentional commission of a criminal offence as well as intentionally caused legal protection cases;
- in connection with the mere collection of debt and claims as well as in cases related to assigned claims;
- in the defence against claims for damages;
- in trivial cases with an disputed amount of less than CHF 500;
- in cases of involuntary admission according to Art. 426 et seqq. of the Swiss Civil Code.

14.4 Subsidiarity
Coverage under this contract is available only if and to the extent that the benefits are not required to be provided by another insurer.

14.5 Insurance benefit Health legal protection
Coop Rechtsschutz provides the following benefits in the exhaustively listed cases below:
- Representation of the insured person's legal interests by Coop Rechtsschutz's department.
- payment up to max. CHF 300 000 (or CHF 50 000 in cases outside Europe and the Mediterranean coastal states) for
  – the costs of appointed attorneys
  – the costs of appointed experts
  – the court and legal costs at the insured person's expense
  – the collection costs of the compensation awarded to the insured person
  – costs orders awarded to the counterparty

14.6 Assignment
Legal costs and compensation awarded to the insured person must be reimbursed to Coop Rechtsschutz to the extent of the benefits provided.

14.7 Legal advice coverage cases
Legal disputes in all areas of law are insured. Entitlement to a consultation is granted once per calendar year. The entitlement applies once per matter. If it proves necessary to consult a specialized lawyer, Coop Rechtsschutz will cover the costs up to a maximum of CHF 1 000.

Not insured under Legal advice coverage are:
– cases between people insured under the same contract
– in connection with self-employment
– in connection with the accusation of the intentional commission of a criminal offence as well as intentionally caused legal protection cases
– in connection with legal disputes of which the insured person was or could have been aware of before the start of the insurance cover

14.8 The following, specifically, are not covered:
- damages
- costs that a liable third party is obligated to cover

14.9 Temporal scope
The time of the underlying event is decisive for the temporal insurance coverage. Legal protection coverage exists only if the underlying event occurred after the insurance contract took effect. The underlying event is defined as the time when the damage was caused; in insurance law cases, it is the time of the event that triggers the insurance claim, otherwise the time of the communication that triggered the dispute. With the termination of this insurance, the claim to legal protection for underlying events occurring after that date also expires.

14.10 Geographical scope
The insurance cover is valid worldwide.

14.11 Reporting a legal protection case
The insured person is obliged to report the occurrence of a legal protection case to Coop Rechtsschutz AG immediately, in writing upon request. The insured person must support Coop Rechtsschutz AG in handling the legal case, provide the necessary proxies and information, and forward any communications and documents received without delay. In the event of a culpable breach of these duties, Coop Rechtsschutz AG may reduce its benefits to the extent that additional costs have been incurred.
All notifications are to be sent to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, P.O. Box 2502, CH-5001 Aarau, phone +41 62 836 00 00, info@cooprecht.ch, or to one of its branch offices.

14.12 Handling of the legal protection case / Cooperation
After consulting with the insured person, the required measures to protect their interests shall be taken. If it proves necessary to appoint a lawyer – especially in court or administrative proceedings or in case of a conflict of interest – the insured person may propose a lawyer of their choice. If the insurer cannot agree to this choice, the insured person has the option to propose three other lawyers, one of whom must be accepted. The three lawyers proposed by the insured person may not belong to the same law firm. Before appointing the lawyer, the consent and a cost approval from Coop Rechtsschutz AG must be obtained. In the insured person culpably disregards this provision, Coop Rechtsschutz AG may reduce its benefits by the amount of the additional costs incurred. If there are no valid reasons for a change of lawyer initiated by the insured person without consulting Coop Rechtsschutz AG, the insured person must carry the resulting costs.

14.13 Procedure in the event of disagreement
In the event of disagreement regarding further course of action, particularly in cases that Coop Rechtsschutz AG considers to be without prospect of success, an arbitration procedure is initiated at the request of the insured person. A person appointed jointly by both parties will act as arbitrator. Otherwise, the procedure is governed by the provisions on arbitration in the Swiss Civil Procedure Code (ZPO). If the insured person pursues legal action at their own expense, the contractual benefits will be provided if the outcome on the main proceedings is more favourable than that assessed by Coop Rechtsschutz AG.

14.14 Privacy policy
The processing of personal data is an indispensable basis for the insurance business. Coop Rechtsschutz AG treats the insured person's data with absolute confidentiality and complies with the provisions of the Federal Act on Data Protection (DSG) and its Ordinance when processing and storing personal data. The data is used only for handling the legal protection case and is not disclosed to third parties. The data collections of Coop Rechtsschutz AG are kept in electronic and/or paper form. They are protected against unauthorized access in accordance with the Data Protection Act. The data is stored only to the extent necessary, in accordance with legal provisions. Every insured person has the right, in accordance with the Data Protection Act, to request information from Coop Rechtsschutz AG as to whether and which data about them are processed in the data collections. It can be requested that incorrect data be deleted.

14.15 Place of jurisdiction
In the event of disputes between the insured person and Coop Rechtsschutz AG, the place of jurisdiction shall be the insured person's place of residence, provided it is in Switzerland or the Principality of Liechtenstein, or that of Coop Rechtsschutz AG.

15 DriveCover (rental car insurance)

The cover can only be concluded as an add-on to the SOS144, SOS144 Pro and SOS144 Max packages.

15.1 Assumption of deductible
Any deductible under the rental vehicle provider's comprehensive and theft insurance is covered by this additional insurance.

15.1.1 Scope
The insurance cover applies for the duration of the rental period, as specified in the contractual documents related to the vehicle rental.

15.1.2 Insured events
Insured events are deemed to be cases of damage covered by an existing comprehensive or theft insurance policy to the following rental vehicles: passenger cars, vans, camper vans, motorcycles, bicycles and houseboats (exhaustive list).

15.1.3 Insured benefits
A Upon the occurrence of an insured event, this policy will cover any deductible under the comprehensive and theft insurance that applies to the repair costs incurred.
B The amount of the insurance benefit varies according to the applicable deductible but is limited to the sum insured stipulated in the overview of benefits.

15.1.4 Exclusions
The insurance does not cover:
a) if the rental vehicle is used for commercial passenger transport;
b) if the rental vehicle is booked under a sharing or subscription model;
c) in the event of damage to the rental vehicle accessories;
d) in the event of damage caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
e) in the event of damage occurring on unofficial roads or racetracks;
f) in the event of damage that arises when driving a motor vehicle without the legally required and valid driving licence or in the absence of the legally required accompanying person;
g) in the event of damage occurring when taking part in races, rallies or training sessions for such events.

15.2 Comprehensive Plus
This additional insurance covers the following types of damage to rental vehicles mentioned under «Insured events», to the extent that such damage is excluded from the rental provider's comprehensive and theft insurance.

15.2.1 Scope
The insurance cover applies for the duration of the rental period, as specified in the contractual documents related to the vehicle rental.

15.2.2 Insured events
Insured events are deemed to be the following cases of damage not covered by an existing comprehensive or theft insurance policy to the following rental vehicles: passenger vehicles, minibuses, motorhomes, motorcycles, bicycles and houseboats (exhaustive list):
a) tire damage;
b) damage to the windscreen;
c) damage to the roof structure, underbody, side and rear windows, exterior mirrors, and oil pan (exhaustive list);
d) loss or damage to the rental vehicle key:
- replacement of the key;
- key duplication and encoding;
- replacement of the locks or control unit;
- repair or replacement of the key (exhaustive list).

15.2.3 Insured benefits
A Upon the occurrence of an insured event, this policy will cover any costs arising from the repairs that are not covered by the comprehensive and theft insurance.
B The amount of the insurance benefit is limited to the sum insured stated in the overview of insurance benefits.

15.2.4 Exclusions
The insurance does not cover:
a) if the rental vehicle is used for commercial passenger transport;
b) if the rental vehicle is booked under a sharing or subscription model;
c) in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
d) in the event of damage occurring on unofficial roads or racetracks;
e) in the event of damage that arises when driving a motor vehicle without the legally required and valid driving licence or in the absence of the legally required accompanying person;
f) in the event of damage occurring when taking part in races, rallies or training sessions for such events;
g) follow-up costs (with the exception of those referred to in para. 15.2.2 d)), e.g. loss of no-claims bonus, premium rise, loss of rental income and towing services.

15.3 Supplementary third-party liability coverage
The insurance covers damage that is insured under the rental vehicle liability insurance but exceeds the sums insured.

15.3.1 Scope
The insurance cover is valid worldwide for the duration of the rental in accordance with the contractual documents, but for a maximum of four months from the start of the insurance for customers resident abroad (with the exception of the Principality of Liechtenstein).

15.3.2 Insured events
The insurance covers the following events caused by the insured while driving one of the following rental vehicles: passenger vehicles, minibuses, motorhomes, motorcycles, bicycles and houseboats (exhaustive list):
- causing death, injury or other health damage to persons (personal injury);
- destruction, damage or loss of property (property damage). Causing death, injury or other health damage to animals or loss of animals is treated as equivalent to property damage.

15.3.3 Insured benefits
A The benefits consist of compensation for justified claims and defence against unjustified claims and are limited to the agreed maximum sum insured according to the contractual documents; any penalty interest, costs for loss mitigation and expert opinions, legal fees and court costs, as well as awarded damages, are included in the maximum sum insured.
B Outside the EU/EFTA countries, the sum insured is limited to CHF 5 million.
C The benefits are subsidiary to any other insurance under which the loss is covered. Benefits due under the liability insurance for the rental vehicle are deducted from the benefits due under the present policy.

15.3.4 Exclusions
A The following are not insured:
a) liability for damage/losses affecting the insured person themselves or their property;
b) liability for damage to the property of the insured person's spouse or registered partner, the insured person's forebears and descendants, and persons living in the same household as the insured person;
c) liability of persons who are not designated as insured persons in the insurance contract (e.g. other persons who use the rental vehicle without authorisation), as well as liability of the insured for damage caused by persons for whom the insured person is responsible;
d) the liability of persons barred from using the vehicle by legal or official regulations and damage/losses in connection with journeys that were not permitted by law, the authorities or for other reasons;
e) liability arising from the use of vehicles for which no liability insurance exists;
f) liability arising from the transportation of hazardous goods;
g) damage to the insured vehicle and damage to property attached to or carried in that vehicle and personal injury to passengers;
h) damage that the insured person could have foreseen with a high degree of probability;
i) financial losses that are not attributable to an insured personal injury or to insured property damage;
j) claims based on a contractually assumed liability beyond the scope of the statutory provisions;
k) damage/losses arising during journeys undertaken by the insured person in return for remuneration;
l) liability for loss occurrences for which no insurance cover is provided under the motor vehicle liability insurance for the rental vehicle or for which benefits have been curtailed by the motor vehicle liability insurer and for the replacement of any deductible set by the liability insurance of the rental vehicle.

B All rights of recourse and compensatory claims arising from the insurance policies taken out for the rental vehicle are also excluded.

15.3.5 Other provisions
In all other respects, the General Conditions of Insurance for Helvetia Motor Vehicle Insurance in force at the time the insurance was taken out will apply, particularly those relating to liability. The above-mentioned General Conditions of Insurance are published online.

16 Glossary

A

Abroad
Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as a foreign country.

Accident
An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

C

Cancellation costs
If the traveller withdraws from the contract, the tour operator loses the claim to the agreed travel price. The tour operator may, however, demand appropriate compensation. The amount of compensation is determined by the travel price less the value of the expenses saved by the tour operator as well as what the tour operator can acquire through other use of the travel services.

Comprehensive insurance
Comprehensive insurance is motor vehicle insurance that covers damage to one's own vehicle.

Contractual documents
The contractual documents consist of the following documents issued to the customer: the insurance policy, the booking confirmation, and the insurance confirmation.

D

Deductible
The amount that must be borne out-of-pocket by the insured person in the event of a claim or when making use of insurance benefits.

E

Epidemic
An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time.

Europe
The territory of Europe includes all states in the continent of Europe as well as the Mediterranean islands and the Canary Islands, the Azores, Madeira, Svalbard and the non-European Mediterranean rim states. The eastern border to the north of Turkey is formed by the Ural mountain range and the countries of Azerbaijan, Armenia and Georgia, which likewise are deemed to be in the territory of Europe.

Expedition
An expedition is a scientific journey of discovery or research lasting several days in a remote and undeveloped region or a mountain tour from a base camp to altitudes of over 7000m above sea level. This also includes tours in extremely remote lowlands such as at the two poles or, for example, in the Gobi desert, the Sahara, the jungle in the Amazon region or Greenland, as well as the exploration of specific cave systems.

Extreme sport
Engaging in exceptional sporting disciplines, whereby the person concerned is exposed to considerable physical and mental stress. The current Suva classifications, among others, apply in principle.

F

Family / multiple persons
parents, grandparents and children living in the same household as the policyholder, in addition to the policyholder's spouse, partner or cohabiting partner, are treated as family members/multiple persons. Their minor children who do not live in the same household, as well as any foster children and children for whom they have holiday responsibility, are also considered family members. Two persons living in shared accommodation with their children, if they have any, are equivalent to a family.

G

Gross negligence
Gross negligence is committed by anyone who violates an elementary duty of caution, the observance of which is imposed on any reasonable person in the same situation, thereby endangering themselves and others.

I

Illness
Illness is any impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment or results in incapacity for work.

Insured persons
Insured persons are the persons named in the policy or proof of payment or the group of persons described in the policy. They receive insurance cover and can be individual policyholders at the same time.

Isolation/quarantine
Isolation or quarantine are measures to interrupt chains of infection and prevent an infectious disease from spreading.

L

Liability
The legal obligation to provide compensation for any damage that one causes to a third party.

M

Medical aids
Medical aids are all essential items used for treatment or examination (wheelchairs, prostheses, respiratory therapy equipment, prescription drugs, glasses, contact lenses, etc.).

Mountain emergency
A mountain emergency refers to a situation on a trekking route in which people are no longer able to continue on their own, even if there is no immediate danger to life and no medical treatment is required.

N

Natural disaster
Sudden, unforeseeable natural event with a catastrophic character. The damaging event is triggered by geological or meteorological processes.

O

Official order
Official orders are deemed to be any instruction or decree issued by a domestic or foreign official authority (detention, entry or exit bans, closure of borders and/or airspace, extensive generally imposed quarantine, e.g. upon arrival at the travel destination or return to the country of residence). They have a mandatory character.

P

Pandemic
A pandemic is the transnational, global spread of an epidemic.

Place of residence / country of residence
The insured person's country of residence is the country in which they have (or had before commencement of the insured stay) their legal domicile or habitual abode.

Policyholder
The policyholder is the person who has concluded an insurance contract with ERV.

Public transport/aircraft
Public transport/aircraft includes all air, land or water vehicles registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

R

Recovery
Recovery means extricating humans from the danger area and securing them (including body recovery).

Related / related by marriage
With regard to para. 4.2 B and para. 5.2 B, in addition to relatives and relatives-in-law, spouses and cohabiting partners as well as partners of same-sex marriage are also included.

Robbery
Theft involving the use or threat of violence.

S

Sports equipment
Sports equipment means all items needed to practise a sport (bikes and e-bikes, skis, snowboards, hunting rifles, diving and golf equipment, rackets, stand-up paddle boards, etc.), including accessories.

Switzerland
Switzerland and the Principality of Liechtenstein are included in the scope of application.

T

Terrorism
Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar objectives. The act or threat of violence is likely to spread fear or terror among the population or parts of the population or to influence a government or state institutions.

Trekking protection / trekking tours
Trekking is a hike or tour lasting several days on foot in remote or challenging terrain, where the route and stages are planned in advance and equipment suitable for the tour is required.

Travel service
Travel services include, for example, the booking of a flight, a ship, bus, or train journey, a bus transfer, or other transport to or from the travel destination or the on-site booking of a hotel room, a holiday flat, a mobile home or a houseboat or the chartering of a yacht.

U

Unrest of any kind
Acts of violence against people or property by gangs or during violent demonstrations or rioting.

V

Valuable items
Valuable items include jewellery with or made of precious metal, watches, notebooks/laptops and their accessories, hardware, mobile telephones, photographic, cinematographic, video and audio equipment and their accessories. Any item with a replacement value of over CHF 2000 is deemed a valuable item.