

# PostFinance Travel Insurance

## Customer information and General Terms and Conditions of Insurance (GTCl)

In the event of deviations between the different language versions of the following GTCl, the German version will be authoritative.

Version 5.0, as at February 2025

### Customer information

The customer information below provides an overview of the PostFinance Travel Insurance and its conditions (Art. 3 of the Swiss Federal Insurance Policies Act). It contains simplifications of the General Terms and Conditions of Insurance but does not replace them. The rights and obligations of the contracting parties arise from the insurance policy, General Terms and Conditions of Insurance (GTCl) and applicable laws, in particular the Swiss Federal Insurance Policies Act (IPA).

#### 1. Insurer

The insurer for all insurance components other than legal protection in relation to foreign travel is TAS Assurances SA (hereafter TAS) with its registered office at Chemin de Blandonnet 4, 1214 Vernier (GE).

The insurer for all legal protection in relation to foreign travel is Assista Protection juridique SA (hereafter Assista) with its registered office at Chemin de Blandonnet 4, 1214 Vernier (GE).

#### 2. Intermediary

Insurance policies are brokered in partnership between PostFinance Ltd, Mingerstrasse 20, CH-3030 Bern (hereinafter referred to as "PostFinance") and TONI Digital Insurance Solutions AG, Seefeldstrasse 5a, CH-8008 Zurich (hereinafter referred to as "TONI"). Both PostFinance and TONI act as tied insurance intermediaries for the insurance companies listed in Section 1.

TONI oversees portfolio management and customer support in particular, and is your point of contact. PostFinance markets and sells insurance policies under the PostFinance brand.w

#### 3. Scope of insurance coverage

The PostFinance Travel Insurance is a damage insurance. The insurance coverage can be put together individually for customers and tailored to their requirements.

Details of the coverage – insured persons, insured events, geographical coverage and covered amounts – of the individual modules can be found in the GTCl and the insurance policy.

#### 4. Insured benefits

PostFinance Travel Insurance may contain the following insurance components, depending upon the modules selected:

##### Personal assistance after departure (Art. B1)

- costs of medically necessary transportation of the insured person to hospital
- costs of any unplanned return journey
- search and rescue costs
- costs of any unused part of the holiday

##### Insured services (Art. B2)

- control centre open around the clock
- translation service
- home assistance

##### Cancelled/delayed public transport (Art. B3)

- return or onward journey and accommodation costs

##### Legal protection in relation to foreign travel (Art. B4)

- lawyers' fees, court charges and the costs of specialist experts

##### Cancellation before departure (Art. C1)

- cancellation costs or any additional costs associated with changing the holiday

##### Vehicle assistance abroad (Art. D1)

- breakdown assistance locally and vehicle towing
- vehicle recovery
- storage charges
- return transportation of the vehicle to Switzerland
- additional costs for the homeward or onward journey (transport and overnight accommodation)
- dispatch of spare parts

##### Excess waiver for hired vehicles (Art. D2)

- payment of the excess for hired vehicles

##### Luggage insurance (Art. E1)

- payment of the costs for replacement or repair of luggage

#### 5. Main exclusions

Any modules or insurance components that are not indicated in the policy as being insured, as well as any risks or benefits that are not mentioned in the individual insurance components or that are expressly not insured under the GTCl are excluded.

These comprise *inter alia*:

- any events that had already occurred at the time the contract was concluded or the holiday was booked, or the occurrence of which was foreseeable for the insured person;
- any events relating to a pre-existing medical condition that impairs the ability to travel, if the medical condition concerned was already known at the time of booking or prior to departure;
- events relating to hazardous activities where the insured person exposes themselves to a particularly high level of danger, taking account of their state of health, without taking or being able to take the necessary action to reduce the danger to a reasonable level.

#### 6. Start and duration of the insurance

The start and duration of the insurance coverage can be found in the policy.

The insurance is valid for one year and then automatically extended for another year. From the second year of insurance, it may be terminated by the policyholder or the insurers at the end of a calendar month with a notice period of one month.

Events of loss are covered if the decisive date of an event falls within the period of validity of the contract.

In addition, for claims under legal protection for foreign travel, the event of loss must also be reported during the validity period of the insurance contract, or by no later than 12 months after the termination of the insurance contract.

#### 7. Can the proposal for insurance protection be withdrawn?

The proposal to conclude an insurance contract may be withdrawn within 14 days of signature of the insurance proposal (i.e. after clicking on the button "Confirm"). This right may be exercised in writing or in any other manner that can be permanently documented. The cooling-off period shall be deemed to have been complied with if notice of withdrawal is received on the final day of the period.

#### Your contactpartner:

**TONI Digital Insurance Solutions AG**  
Seefeldstrasse 5A  
8008 Zürich  
www.tonidigital.ch  
Phone 0848 117 799  
Fax +41 43 543 81 82  
postfinance@tonidigital.com

#### Insurers:

**Travel and breakdown service / roadside assistance**  
TAS Assurances SA  
Chemin de Blandonnet 4  
1214 Vernier  
Phone 058 827 59 95  
www.tas-versicherungen.ch

**Legal protection in connection with travelling**  
Assista Protection juridique SA  
Chemin de Blandonnet 4  
1214 Vernier  
Phone 058 827 22 58  
contact@assista.ch / www.assista.ch

## 8. Policyholder and insured persons obligations

The main obligations of the policyholder and other insured persons include the following:

- **Duty to pay the premium**  
Premiums must be paid by the policyholder by the due date.
- **Obligations in case of a claim**  
If an insured event of loss or legal case arises, the insured person must report it to the insurer immediately.
- **Obligation to provide information**  
The insured person must provide all information about the event of loss or legal case and all information necessary to substantiate the claim for benefits. The respective insurer relies on cooperation so that it can provide the insured person with optimal support. For example, it relies on clear information about how or under which circumstances the legal case arose.
- **Obligation not to recognize claims**  
The insured person must never accept the claim of a third party.
- **Duty to refrain from intervening to negotiations**  
Where the negotiations about an insured legal case are conducted by Assista, the insured persons must refrain from intervening in any way.  
The other obligations are listed in the policy, GTCI and IPA.  
If the obligations stated above are culpably violated, the respective insurer may cancel the insurance contract in accordance with the GTCI and IPA. If said violation influences the occurrence or extent of the event of loss or legal case, the service may be reduced or even refused in accordance with the GTCI and IPA.

## 9. Event of loss or legal case

Procedure in the event of an event of loss or legal case:

- Immediate event of loss or legal case report online at [insurance.postfinance.ch](https://insurance.postfinance.ch) or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.

## 10. Amendment of the insurance contract

If there are changes to the premium, fees or insurance conditions (e.g. excess provisions), the insurers may put these in an amended contract with effect from the following year of insurance.

## 11. Data protection

- **Basis**  
The insurers and their partners rely on electronic data processing in order to ensure that contracts are processed efficiently and correctly. All data processors named below handle data in accordance with Swiss data protection law.
- **Data processing**  
Processing means any use of personal data, regardless of how they are used or the procedures involved, with particular regard to the collection, storage, use, alteration, publication, archiving or destruction of data.
- **Categories of data**  
The data that we process comes from insurance agreements and handling legal cases. The following are the main categories of data that are processed: application data, customer data, contract and claim data, data from injured parties and claimants, and debt collection data.
- **Purpose of data processing**  
We acquire and process data for the running of the insurance business, sales, administration, the brokerage of products and services, for marketing purposes (e.g. market research, creating customer profiles), risk assessment, handling claims and performing insurance contracts as well as all related business. Conversations with our customer hotline may be recorded to ensure smooth service provision and for training purposes. PostFinance processes your data for analysis and marketing purposes and for customer care. Further information on how PostFinance processes your personal data can be found in PostFinance's General Privacy Policy at [postfinance.ch/dps](https://postfinance.ch/dps).

## • Collection, processing and storage of the data

Data are stored electronically and/or physically and are recorded, processed, stored and deleted in accordance with the legal provisions. Data relating to business correspondence are to be stored for a minimum of ten years after the end of the contract. Data related to claims are to be stored for a minimum of ten years after settlement of the claim.

## • Data transfer

Within the scope of the GTCI, the insurers are authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurers may also request information from these parties when necessary.

The policyholder authorizes PostFinance to forward the data required to fulfill the contract within the scope of the GTCI to TONI, TAS, Assista and, where necessary, other third parties involved (such as order processors, cooperation partners, etc.). In this context, the policyholder releases PostFinance from the preservation of bank client confidentiality in accordance with Art. 47 of the Banking Act. PostFinance publishes further information about its practices with regard to sharing and handling customer data at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

## • Right to information and correction of data

The Federal Act on Data Protection gives the policyholder the right to request information about the data processed about the policyholder. Furthermore, the policyholder can request that incorrect data be corrected.

Corresponding requests must be lodged with the corporate bodies listed in section 12.

## 12. Complaints / controllers for data protection

If you have any complaints relating to events of loss or legal cases, please contact:

For legal protection in relation to foreign travel:

Assista Rechtsschutz AG  
Chemin de Blandonnet 4  
1214 Vernier (GE)  
Telephone +41 58 827 22 61  
E-mail [contact@assista.ch](mailto:contact@assista.ch)

For all other claims:

TAS Versicherungen AG  
Chemin de Blandonnet 4  
1214 Vernier (GE)  
Telephone +41 58 827 59 95  
E-mail [contact@tas-assurances.ch](mailto:contact@tas-assurances.ch)

For any other complaints (not relating to an event of loss or legal case), you can contact:

TONI Digital Insurance Solutions AG  
Seefeldstrasse 5a  
8008 Zurich Switzerland  
Telephone +41 43 543 81 75  
Fax +41 43 543 81 82  
E-mail [postfinance@tonidigital.com](mailto:postfinance@tonidigital.com)

In case of any enquiries or complaints relating to data protection, you can contact:

TONI Digital Insurance Solutions AG  
Data Protection Officer  
Seefeldstrasse 5a  
8008 Zurich, Switzerland  
E-mail [dataprotection@tonidigital.com](mailto:dataprotection@tonidigital.com)

### 13. Product overview

Module	Insurance components
On the journey	<ul style="list-style-type: none"> <li>personal assistance after departure</li> <li>cancelled/delayed public transport</li> <li>legal protection in relation to foreign travel</li> <li>services</li> </ul>
Before the journey	<ul style="list-style-type: none"> <li>cancellation before departure</li> </ul>
Travelling by car	<ul style="list-style-type: none"> <li>vehicle assistance abroad</li> <li>excess waiver for hired vehicles</li> </ul>
Travel luggage	<ul style="list-style-type: none"> <li>luggage insurance</li> </ul>

## General Terms and Conditions of Insurance

### A. General provisions

#### Art. A1 Basis of contract and insurer

The insurance contract consists of the insurance policy, the General Terms and Conditions of Insurance (GTCL), and any Special Terms and Conditions of Insurance (STCI). The information in the policy refers to the information from the policyholder given in the application.

In addition, the Swiss Federal Insurance Policies Act (IPA) and to a lesser extent the Swiss Code of Obligations (CO) apply.

TAS Assurances SA with its registered office in Vernier/GE (hereafter TAS) provides benefits for personal assistance after departure, cancelled/delayed public transport, services, cancellation before departure, vehicle assistance abroad, excess waiver for hired vehicles and luggage insurance.

Assista Protection juridique SA with its registered office in Vernier/GE (hereafter Assista) provides benefits for legal protection in relation to foreign travel.

Where the following provisions apply to both insurers (TAS and Assista), they are referred to jointly as the insurers.

#### Art. A2 Policyholder

The policyholder is a natural person and private individual resident in Switzerland or the Principality of Liechtenstein.

#### Art. A3 Insured persons

The policy indicates which of the following coverage options has been selected:

##### Individual insurance

Only covers the policyholder specified in the policy.

##### Household insurance

Covers the policyholder specified in the policy and the people who live with the policyholder in the same household.

Persons living in the same household, provided that they reside in the same residential unit and are domiciled there (in accordance with Article 23 of the Swiss Civil Code).

In addition, any underage children whom the policyholder has taken on the trip but who do not live together with him in the same household are also insured, even if only individual insurance has been concluded.

#### Art. A4 Insured trips

Any domestic or foreign trips with a maximum duration of 6 months after departure from the domicile are insured. The distance between the domicile and the destination must exceed 50 km and the trip must involve at least one overnight stay.

#### Art. A5 Geographical scope of insurance

The insurance shall apply worldwide, unless specified otherwise for the individual insurance components.

The following area designations are used:

- The area designation "CH/FL" comprises Switzerland and the Principality of Liechtenstein.

- The area designation "Europe" comprises all countries of the European continent, as well as the Mediterranean islands and Canary Islands, Madeira, the Azores, the Faroe Islands, Greenland, Kazakhstan up to the Urals, Russia up to the Urals and Turkey. The overseas territories and overseas departments of European countries are not included in "Europe" coverage.
- The area designation "world" also includes the countries that are not included in the area designation "Europe".

There shall be no entitlement to legal protection in relation to foreign travel (Art. B4) or vehicle assistance abroad (Art. D1) for events occurring in Switzerland or the Principality of Liechtenstein.

#### Art. A6 Temporal scope of the insurance

The insurance shall apply to any events occurring during the contractual term. Legal protection cover applies to legal cases, where the relevant date of the event falls within the validity period of the insurance contract, provided that the case is reported by no later than 12 months after the termination of the insurance contract (see Art. B4.3).

#### Art. A7 Start and end of the insurance

The date on which the insurance cover commences is indicated in the policy. The insurance is valid for one year and then automatically extended for another year. From the second year of insurance, it may be terminated by the policyholder and the insurers at the end of a calendar month with a notice period of one month.

#### Art. A7.1 Termination after an event of loss or legal case

For every event of loss that leads to a benefit from TAS, or for every legal case that leads to a benefit from Assista, each contracting party has the right to terminate the contract at the time of the last benefit provided by the respective insurer at the latest.

If the contract is terminated by an insurer, the insurance coverage will expire 14 days after the policyholder has been informed of the termination in writing or by any other means allowing to establish a proof by text. If the contract is terminated by the policyholder, the insurance coverage will expire as soon as the termination is received by Assista, TAS or intermediary. If the insurers terminate the contract, they will reimburse the unused premium to the policyholder. If the policyholder terminates the contract, the insurers will also reimburse the unused premium to him or her unless the termination is in the first year of insurance.

#### Art. A7.2 Termination by withdrawal from the insurance contract

The insurers may withdraw from the contract:

- if the policyholder does not pay the premium within the legally prescribed period despite being reminded and the insurers have waived its claim to the premium; or
- in the event of attempted or accomplished insurance fraud by the insured person.

#### Art. A7.3 Termination of the insurance by moving abroad

If the policyholder moves his or her domicile abroad (excluding to Switzerland or the Principality of Liechtenstein), the insurance expires on the date of departure of which the municipality or cantonal authority has been informed. The insurers will reimburse the unused premium to the policyholder unless the domicile is moved in the first year of insurance.

#### Art. A8 Premiums

The premiums are payable by the due date.

If the premium changes, the policyholder will be informed of the new premium no later than 30 days before the due date. If the policyholder does not terminate the contract by the due date at the latest, the new premium will be considered accepted by the policyholder.

#### Art. A9 Action required following an event of loss

Following an event of loss, the insured person undertakes:

- to report it immediately to the relevant insurer or broker and to follow its instructions;
- to furnish the entity responsible for paying benefits with all information and any necessary documents or records;

- c) to take any action in order to keep the costs of benefits or the loss as low as possible;
- d) in the event of illness or accident, to seek medical attention immediately, obtain confirmation of (un)fitness to travel and comply with the doctor's directions. He undertakes to release any doctors providing care from their duty of confidentiality vis-a-vis TAS, the other entities responsible for paying benefits and their medical advisors.

#### **Art. A10 Breach of obligations**

If the insured person culpably breaches the above mentioned obligations in an event of loss or other contractual or legal obligations, the insurers are entitled to refuse or reduce its benefits.

#### **Art. A11 Gross negligence**

If an insured person brought about an event of loss or legal case through gross negligence, the insurers reserve the right to reduce their benefits to an extent commensurate with the degree of fault.

#### **Art. A12 Subsidiarity clause**

Benefits shall only be provided if and insofar as the loss arising cannot be borne by a third party (third party with liability, car hire provider of commercial car-sharing services, tour operator, travel agent, Guarantee Fund for the Swiss Travel Industry, public transport operator, insurer, etc.).

Any benefits that have been paid nonetheless shall be treated as advances. The recipient of the benefit is obliged to pass on any payments received from third parties to the entity responsible for paying benefits and to assign to that entity any rights and claims vested in him against any third parties.

#### **Art. A13 Disclaimer of liability**

As part of the services provided by PostFinance Travel Insurance, the insurers may organise the provision of particular (auxiliary) benefits by third parties. The insurers shall not bear any liability for the quality of any services provided by a third party or for any resulting losses.

#### **Art. A14 Place of jurisdiction and applicable law**

For disputes arising from this contract, the respective insurer recognizes the place of jurisdiction at the insured person's place of residence. If he is not resident in Switzerland or Liechtenstein, Bern will be the place of jurisdiction.

This contract is governed by Swiss law. The provisions of the Swiss Federal Insurance Policies Act (IPA) apply in particular.

#### **Art. A15 General benefit exclusions**

No insurance benefits shall be paid out:

- a) for any events and costs not expressly specified in these GTCI;
- b) for any events that had already occurred at the time the contract was concluded or the holiday was booked, or the occurrence of which was foreseeable for the insured person;
- c) for any events that did not occur during the validity period of the contract;
- d) for any events relating to a pre-existing medical condition that impairs the ability to travel, if the medical condition concerned was already known at the time of booking or prior to departure;
- e) for any events, illnesses or accidents attributable to the excessive consumption of alcohol, medicines or narcotic substances;
- f) in relation to any active participation in demonstrations, brawling or disturbances and any action taken in relation to such incidents;
- g) in the event of the wilful commission or attempted commission of any criminal offence;
- h) in relation to participation in races, rallies or similar competitions as well as training sessions using motor vehicles, sledges and boats;
- i) in relation to competitions or training related to professional sport or extreme sports involving repeated bodily contact for the purpose of causing injury (such as boxing, wrestling or kick-boxing);
- j) in the case of hazardous activities where the insured person exposes themselves to a particular danger, taking account of their state of health, without taking or being able to take the necessary action to reduce the danger to a reasonable level;
- k) in the event of suicide or attempted suicide and the consequences thereof;
- l) in relation to travel for the purpose of a planned medical, dental or surgical intervention, as well as events relating to such intervention;

- m) in relation to the carriage of persons or goods for consideration;
- n) in relation to any incident where the vehicle driver does not hold the necessary driving licence;
- o) in relation to any event attributable to the defective maintenance of or the failure to maintain a motor vehicle (in accordance with manufacturer requirements) or unauthorised alterations (e.g. tuning);
- p) in relation to incidents attributable to nuclear disasters or for medical problems caused by any such disaster;
- q) for any events related to armed conflict, revolutions, insurrections or domestic unrest. However, should the insured person unexpectedly be confronted with any such incident during the course of the trip, cover shall continue to be provided by PostFinance Travel Insurance for a further 14 days after the incident became known;
- r) in relation to any incident or event of loss that was wilfully caused by an insured person;
- s) for any costs incurred by the insured person for persons who are not insured (for instance if the insured person is to be accompanied by a third party, cancellation cover shall apply to the trip of the insured person and not that of the third party);
- t) if a trip is booked after the first announcement concerning the insolvency of the service provider.

Any other specific disclaimers applicable for individual insurance components are set forth below.

#### **Art. A16 Reporting an event of loss or legal case**

The insured person must inform the relevant insurer immediately in order to enable assistance to be organised and costs to be covered.

The relevant insurer can be informed by calling the number 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad) or by reporting the event or loss or legal claim online at [insurance.postfinance.ch](https://insurance.postfinance.ch). Medical emergencies must be reported by telephone.

The insured person is obliged to submit original documentation concerning the event that triggered the provision of assistance.

The insurer may demand further documents from the insured person, depending upon the event and the circumstances.

#### **Art. A17 Data protection and bank client confidentiality**

##### **Art. A17.1 Data protection**

The insurers as well as TONI and PostFinance as well as their respective partners, are authorized to acquire and process the data needed for performing contracts and handling claims. The insurers are likewise authorized to acquire necessary information from third parties or from government authorities. The insurers and their partners, as well as TONI and PostFinance, undertake to handle this information in a confidential manner.

If necessary for the performance of the contract, the insurers, TONI and PostFinance are authorized to forward contract types for processing to involved third parties, namely other participating insurers, involved intermediaries, cloud providers or other service providers used in Switzerland and abroad.

If necessary for the handling of claims, the Company is authorized to forward contract and claims data for processing to involved third parties, namely co-insurers, re-insurers or other participating insurers, or other service providers used in Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurance in the event that claims for compensation are made. In the event of a claim, the claim information is processed exclusively by the insurance and their partners. The insurers are authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurers may also request information from these parties when necessary. The insurers are authorized to inform third parties (e.g. competent authorities) to whom the insurance coverage has been confirmed of the suspension, amendment or termination of the insurance. Information may also be shared in order to detect or prevent insurance fraud. Claim information will not be shared with companies that are not affected. However, the insurers provide PostFinance with a loss report (number of claims per insurance policy).

### Art. A17.2 Bank client confidentiality

Insofar as information is shared by PostFinance in accordance with Art. A17.1, the policyholder releases PostFinance from the preservation of bank client confidentiality in accordance with Art. 47 of the Banking Act, as long as this is applicable.

### Art. A17.3 Customer communication

The policyholder agrees that customer communication can occur via post, telephone and electronic channels (such as e-mail etc.) using the addresses provided or known to the insurer and its auxiliaries (including intermediaries and cooperation partners). The policyholder is aware of the general risks of electronic channels. In addition, it cannot be ruled out that a possible banking relationship with PostFinance may be indicated by sending e-mails. By stating his or her e-mail address, the policyholder explicitly agrees that customer communication may take place using unsecure e-mails. The insurers, TONI, PostFinance and its auxiliaries accept no liability for damage or loss in this context.

## B. On the journey

### Art. B1 Personal assistance after departure

#### Art. B1.1 Insured events

The following insured events constitute a closed list, and are limited to the period following departure. TAS shall provide benefits if the insured person is required to cancel, interrupt or extend a trip owing to any of the following insured events:

- a) medical incidents (including diagnosis with an epidemic or pandemic disease) or the death of an insured person, a travel companion where the insured person cannot reasonably continue the trip without the travel companion as well as a close relative, where the presence of the insured person with this person is required. Close relatives: This term includes close relatives, cohabiting partners, registered partners and their children and parents.
- b) strikes, terrorist attacks, epidemics, pandemics, natural disasters or natural hazards (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]) along the journey route, where these demonstrably prevent the continuation of the trip or constitute a specific risk to the life or property of the insured person. Cover shall continue for 14 days after the event became known. The onward or home journey must be started within this period.
- c) If the insured person or his travel companion is directed to quarantine during the trip on the instructions of an official authority owing to a tangible suspicion of infection or infectious disease. Any quarantine not resulting from a tangible suspicion or that is generally ordered, for instance quarantine ordered for all or part of the population (lockdown) or for incoming travellers from particular countries (e.g. upon return from a trip), shall not be covered. In the event that a travel companion is required to quarantine, cover shall only be available if the insured person cannot reasonably continue the trip without the travel companion.
- d) Theft of personal documents (passport, identity card, transport tickets) during the trip, where the continuation of the trip or the return journey to Switzerland becomes temporarily impossible, unless documents can be re-issued within a reasonable period of time.
- e) Serious damage of the insured person's property at the place of residence during the trip by theft, fire, water or natural hazard (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]) necessitating the insured person's immediate presence at his place of residence.

#### Art. B1.2 Insured benefits

The following benefits shall be provided by TAS following any insured event falling under Art. B1.1. Entitlement to benefits shall be determined with reference to the event that caused the cancellation, interruption or extension of the trip. Any temporary or subsequent events shall be disregarded.

- a) Support in relation to the organisation of and the provision of unlimited cover for the costs of any medically necessary transportation of the insured person to the nearest suitable hospital, to a hospital at the domicile (where medically necessary) or return travel to the

domicile (in accordance with medical directions), on a supplementary or subordinate basis to all statutory and private medical or accident insurance held by the insured person.

- b) Support in relation to the organization and provision of cover for the costs of a trip by a visitor (outbound and return journey) to the insured person in hospital, where the hospital stay is anticipated to last for more than five days, or in the event of the death of an insured person (maximum two close relatives, first class rail travel, economy class air travel, cost of accommodation in a mid-range hotel including breakfast). Travel costs from Switzerland shall be covered for up to CHF 4,000 per event in Europe and up to CHF 6,000 per event outside Europe.
- c) An urgent advance on costs payable to a hospital of up to a maximum of CHF 5,000 per insured person, which shall be repaid to TAS within 30 days of discharge from hospital.
- d) Cover for any unplanned costs for the return journey (1st class rail travel, economy class air travel) and additional accommodation costs (mid-range hotel including breakfast). These costs shall be covered up to an amount of CHF 3,000 per event.
- e) Organisation of and the provision of cover for the costs of returning the body or ashes of the insured person to his home in Switzerland or the Principality of Liechtenstein including official formalities, if the insured person dies during a trip.
- f) Search and rescue costs up to a maximum of CHF 5,000 per incident in the event that the insured person is involved in a serious accident, becomes seriously ill or is registered as missing, or where the requirement of necessity in any situation falling under Art. B.1.1 lit. b is met. A person shall be deemed to be missing if he does not appear at the time when he is expected to return and there is reason to fear that he has been exposed to a direct danger against his wishes, from which he is unable to extract himself without third party assistance. This shall not be deemed to be the case in the event that the insured person voluntarily separated from his travel companion.
- g) Cover for the costs of the insured person in respect of any unused part of the trip, where it is necessary to cancel the trip owing to an insured event, provided that no third party is liable for these costs. Costs shall be reimbursed up to a maximum amount of CHF 10,000. This payment may not be cumulated with the reimbursement of additional accommodation costs (Art. B1.2 lit. d).

The decision as to whether any of the above-mentioned benefits is necessary, as well its type and time, shall be taken by TAS.

If more than one insured person is affected by one and the same insured event (mass losses), the compensation payable by TAS for the event concerned shall be capped at a maximum amount of CHF 1,000,000. If the claims exceed this amount, benefits shall be distributed proportionally among the insured persons.

#### Art. B1.3 General benefit exclusions

No benefits shall be paid under the following circumstances:

- a) In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs, FDFA, the Federal Office of Public Health, FOPH, etc.) or the World Health Organization, WHO, prior to departure.
- b) If the organiser, tour operator, travel agent, service company, hirer or paid travel guide cancels or changes an insured trip or interrupts or ceases its business activities.
- c) Costs for outpatient and inpatient treatment.
- d) The costs of return travel included within a package holiday, if a trip has to be ended early.
- e) The costs of any services that have not been approved by TAS Customer Service following an emergency call.
- f) Claims arising following the insolvency of the service provider. Insolvency shall include payment default, the filing of a balance sheet, bankruptcy or the cessation of the operations of a service provider due to financial reasons.

#### Art. B2 Insured services

The following services shall be provided by TAS:

- a) Control centre (open around the clock 365 days per year): the control centre can be contacted in an emergency around the clock by calling 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).

- b) The provision of initial medical suggestions concerning medicines as well as translations or information leaflets for medicines, doctors' prescriptions or medical reports in the event that health problems arise for an insured person during a trip.
- c) Home assistance: The provision of contact details for tradespeople in order to rectify serious damage to the property of the insured person at his place of domicile in Switzerland as a result of break-in or damage caused by fire, water or natural hazards (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]) during the trip.

### Art. B3 Cancelled/delayed public transport

#### Art. B3.1 Insured events

Entitlement to benefits shall arise if the insured person is unable to continue the planned trip or return journey on account of any of the following events:

- a) Cancellation of the means of public transport booked or used for the trip (long-distance bus and rail services, travel by boat or aircraft excluding private jets) due to a defect, accident or technical fault.
- b) A missed connection between two means of public transport (long-distance bus and rail services, travel by boat or aircraft excluding private jets) due to fault on the part of the first means of public transport (delay or cancellation), provided that the insured person has planned a reasonable and sufficient period of time between the planned time of arrival of the first means of public transport and the subsequent departure time.

#### Art. B3.2 Insured benefits

If the planned continuation of the trip or homeward journey is not possible on account of an insured event according to Art. B3.1, TAS shall cover the costs for the return or onward journey (1st class rail travel, economy class air travel) and accommodation costs (mid-range hotel including breakfast), until at the latest the time of the next opportunity to continue the journey (e.g. next available means of public transport). Costs shall be covered up to an overall maximum amount of CHF 5,000.

#### Art. B3.3 General benefit exclusions

No insurance cover shall be available for:

- a) Costs relating to the cancellation of the means of public transport booked or used for the trip due to a defect, accident or technical fault where the operator is required by law to cover the loss.
- b) Costs relating to missed connections between two means of public transport (long-distance bus and rail, travel by boat or aircraft) where the insured person is responsible for the delay or the operator is required by law to cover the loss.

### Art. B4 Legal protection in connection with trips abroad

#### Art. B4.1 Insured trips

The insurance covers private trips according to Art. A4. Notwithstanding Art. A4, only foreign travel (excluding Switzerland and the Principality of Liechtenstein) shall be insured.

#### Art. B4.2 Insured capacities

Insured persons are insured in their capacity as:

- a) drivers of registered private road vehicles up to max. 3.5 t total weight and a height of max. 3.2 m and privately used watercrafts;
- b) owners, keepers of private road vehicles up to max. 3.5 t total weight and a height of max. 3.2 m that are registered in their name in Switzerland;
- c) people doing sport, pedestrians, cyclists and users of vehicle-like devices in road traffic that they propel exclusively with their own physical strength, such as inline skates, skateboards and scooters;
- d) passengers on all means of transport;
- e) parties to a contractual relationship covered under this insurance according to Art. B4.5 lit. d);
- f) holders of a licence recognised in Switzerland for road vehicles or for private ships.

#### Art. B4.3 Temporal scope of insurance

The insurance covers legal cases whose defining event falls within the validity period of the insurance contract, provided that the case is reported no later than 12 months after the contract ends.

The defining date of a legal dispute is

- in the law of damages and insurance law: the date of the loss event;
- in criminal and administrative proceedings: the date of the first alleged or actual breach of a legal provision;
- in contract law: the date of the first alleged or actual breach of a contractual obligation.

#### Art. B4.4 Geographical scope of insurance

The geographical scope shall be determined in accordance with Art. A5 of the General Terms and Conditions, subject to any disputes provided for under Art. B4.5 lit. d 1 and lit. 5.

#### Art. B4.5 Insured events

##### a) law of damages

Assertion of non-contractual claims for damages that the insured person files because of one of the following event, for which a third party is solely non-contractually responsible:

- an accident
- an assault involving bodily injured
- a robbery or theft of personal luggage or an private vehicle insured according to Art. B4.2 lit. b.

##### b) insurance law

Disputes involving the insured person concerning claims under Swiss private and social insurance law as a result of an insured event pursuant to Art. B4.5 lit. a.

##### c) criminal and administrative proceedings

Defending the insured person in criminal and administrative proceedings brought against this individual for negligently committed violations of road or water transport law or another criminal code, provided the violation relates directly to a traffic or sports accident.

Involving the insured person as a civil claimant to exercise the individual's rights, provided that such intervention is necessary to claim damages, and satisfaction in regard to serious bodily injury resulting from a covered event.

If the insured person is accused of an intentional criminal offence, no insurance benefits shall be paid out until the insured person has been fully exonerated by a legally binding decision concerning the case that does not entail any financial consequences or the presence of a self-defence or emergency situation has been established.

##### d) travel law

Disputes arising from any of the following contracts an insured person enters into in connection with or during a trip abroad:

1. package trips, provided that the place of jurisdiction is in Switzerland, the Principality of Liechtenstein or one of Switzerland's neighbouring countries (Germany, Austria, Italy or France);
2. rental of holiday accommodation, including camping sites;
3. accommodation;
4. transport of persons;
5. language study trip abroad, provided the place of jurisdiction is in Switzerland or the Principality of Liechtenstein and Swiss law applies;
6. renting or borrowing a private vehicle registered for road use;
7. renting or borrowing a watercraft that is used privately;
8. transport of the private vehicle registered for road use;
9. repair following a breakdown or accident of a private vehicle that is registered in the insured person's name in Switzerland or the Principality of Liechtenstein.

#### Art. B4.6 Insured benefits

If several disputes arise from the same insured event or the same factual circumstances, they are jointly considered to be one legal case.

##### Art. B4.6.1 Internal services

In cases involving internal services, the lawyers and legal experts working for Assista advise insured persons and protect their interests in an insured case. Assista covers the internal costs incurred.

##### Art. B4.6.2 External services

Assista covers the following costs per insured legal case (according to Art. B4.5), up to max. CHF 100,000:

- a) pre-litigation and procedural lawyer's fees for the required service;
- b) the costs of expert opinions and analyses arranged with the agreement of Assista or the court;
- c) court and procedural fees imposed on the insured person;
- d) litigation compensation to the opposing party imposed on the insured person; the legal costs and compensation for lawyers' fees awarded to the insured person are to be paid to Assista up to the amount in benefits it provides;
- e) the insured person's travel expenses if a court summons this individual as the accused or as a party to the proceedings, insofar as these costs (public transport rate) exceed CHF 100. In case of a summons abroad, the costs are covered up to CHF 5,000 per event, provided that this has been agreed in advance with Assista and the person's presence is required;
- f) the necessary translation and certification costs that are arranged in agreement with Assista or by a court or an authority;
- g) the cost of collecting the claims awarded to the insured person from a covered legal case up to CHF 5,000 per event, up to the existence of a provisional or definitive writ of attachment or a threat of bankruptcy;
- h) the costs of mediation proceedings in agreement with Assista;
- i) criminal bail to avoid pre-trial detention; Assista provides such amounts only in the form of an advance that must be repaid.

#### Art. B4.6.3 Costs not covered

The insurance also does not cover the following costs, even in connection with legal cases:

- a) Damages and satisfaction;
- b) amounts that a liable party or a liability insurer is obliged to pay;
- c) fines imposed upon the insured person;
- d) the cost of blood analyses or similar tests and of medical examinations as part of a criminal investigation or that an administrative authority orders;
- e) the cost of traffic instruction that an administrative or judicial authority orders;
- f) exchange rate or currency losses arising from amounts in compensation or guarantees.

#### Art. B4.7 Special benefit exclusions

Legal protection is not granted in the cases laid out in Art. A15 (General benefit exclusions) and in the case of

- a) events relating to journeys and activities that are regularly/habitually taken or respectively carried out (e.g. journey to work, shopping, sport);
- b) defence of liability claims that third parties bring against the insured person;
- c) disputes in connection with the insured person's full-time or part-time employment of any sort;
- d) disputes involving the insured person in a capacity as a professional athlete or coach;
- e) disputes relating to sporting events and competitions;
- f) disputes arising from contracts for part-time use of real estate (time-share);
- g) safeguarding the insured person's interests as the driver of a vehicle if, at the time of the event, the individual did not have the required driving licence or the licence had been revoked;
- h) disputes in connection with a motor vehicle or watercraft that a court or the authorities seized or confiscated;
- i) disputes involving the insured person in connection with crimes and other intentional offences, intentional violation or attempted violation of administrative and criminal provisions;
- j) disputes in connection with events of war, riots, strikes, unrest of all kinds, earthquakes, volcanic eruptions, other natural disasters as well as a change in nuclear structure and nuclear accidents;
- k) disputes in connection with a country's withdrawal from an international or supranational organisation;
- l) proceedings before international and supranational courts;
- m) disputes in connection with debt collection;
- n) disputes in connection with claims and liabilities assigned to the insured person or passed on to the insured person as a result of inheritance law;
- o) disputes between persons insured under the same insurance contract, except for the representation of the legal interests of the policyholder;

- p) disputes by an insured person against Assista as well as against lawyers, experts or other specialists that Assista mandates. The insurance also does not cover disputes against a lawyer or expert that the insured person mandates;
- q) Claims for damages and satisfaction, criminal or administrative proceedings or similar proceedings in connection with the aforementioned exclusions.

#### Art. B4.8 Subsidiarity

The insurance covers only the amount exceeding the sum insured with another legal protection provider or a third party that is also liable (due to fault, by law, or under the contract) for the legal case (for ex.: Another legal protection insurance plan also covers a legal case up to a sum insured of CHF 50,000. Assista covers the same legal case for a sum insured of CHF 100,000. Assista will pay the necessary costs above CHF 50,000, up to CHF 100,000.)

Any benefits that Assista pays out based on these provisions are in the form of an advance payment. The insured person must transfer claims against the third party to Assista or pass on amounts received from third parties to Assista.

If an insurer also provides only subsidiary cover, Assista prorates its sum insured to the total amount of the sums insured.

#### Art. B4.9 Procedure for requesting legal protection

##### Art. B4.9.1 Registering and processing a legal case

The insured person must register the legal case for which benefits are being claimed from Assista as soon as possible.

If a lawyer has been mandated, legal action has been taken or an objection has been lodged before Assista has given its consent, Assista can refuse to cover all of the costs.

Assista shall inform the insured person concerning his rights and shall take all necessary steps in order to uphold its interests.

##### Art. B4.9.2 Participation of the insured person

The insured person must provide Assista with all necessary information and powers of attorney and hand over all available documents and evidence in accordance with Art. 39 of the IPA.

The insured person is not permitted to intervene in any way while Assista is conducting its negotiations. In particular, the insured person is not permitted to issue any mandate, initiate any legal steps or legal proceedings, nor reach any settlements.

##### Art. B4.9.3 Breach of obligations

If through negligence the insured person breaches contractual or statutory obligations, such as the duty to notify and cooperate, Assista can reduce or refuse its benefits. In particular if the duty to cooperate pursuant to Art. B4.9.2 is violated, Assista gives the insured person a reasonable deadline for meeting this obligation under threat of excluding cover in the event of non-compliance in accordance with Art. 39 of the IPA.

##### Art. B4.9.4 Retaining a lawyer

If it becomes necessary to retain a lawyer to protect the interests of the insured person, Assista will recommend a lawyer from its network. Alternatively, the insured person can, with Assista's permission, choose another lawyer at the insured person's location. If Assista rejects this choice, the insured person can suggest three other lawyers, one of which must be accepted. The three suggested lawyers may not belong to the same law firm.

The insured person must release the retained lawyer from non-disclosure obligations towards Assista. The insured person authorises the lawyer to inform Assista about developments in the case and to provide it with all important documents.

If the insured event occurred abroad, Assista reviews the situation and decides whether a lawyer should be mandated abroad or in Switzerland.

If it becomes necessary to retain a lawyer abroad, the insured person and Assista shall agree on the appointment. If the case involves claims under civil law, Assista reserves the right to determine the place of jurisdiction.

#### Art. B4.10 Differences in opinion

If the insured person and Assista differ in their opinion about the prospects of success or which measures to take in order to settle an insured legal case, Assista must immediately state its view of the legal situation in writing and inform the insured person of the right to initiate arbitration proceedings within 90 days of receiving the letter, from which time the insured person personally becomes responsible for meeting the deadlines for the necessary arrangements. Not initiating arbitration proceedings within this period is deemed as having waived the option to do so.

The parties shall share the cost of such arbitration proceedings equally by each paying half in advance. One party's non-payment of the advance on the costs is deemed as acceptance of the other party's legal opinion. The insured person and Assista must appoint a sole arbitrator by mutual agreement. The court shall reach a decision on the basis of the correspondence and orders the parties to pay the costs of the proceedings in proportion to their success. The Swiss Civil Procedure Code applies in all respects, including if the parties cannot agree on the arbitrator.

If the obligation to pay benefits is rejected and the insured person pays to initiate legal proceedings and obtains a judgement more favourable than the solution that Assista provided in writing or than the result of the arbitration proceedings, Assista covers the necessary costs as laid out in these provisions.

### C. Before the journey

#### Art. C1 Cancellations before departure

##### Art. C1.1 Insured trips

The following travel services shall be insured within the ambit of private insured trips (Art. A4):

- holiday arrangements;
- hotel stays;
- holiday accomodatin rentals;
- stays combining a language course with a holiday, internships and further education stays;
- transport of the insured person (e.g. by plane, train, boat);
- boat or vehicle rentals;
- fees for licensed and professional tour guides, hiking guides and boat guides;
- entry fees for cultural events and amusement parks as well as for attending and participating in sporting events.

Insurance benefits shall be paid out if the trip needs to be cancelled before departure from the insured person's domicile owing to an event referred to in Art. C1.3.

Any costs relating to stays by the insured person in their second home or a time-share property as well as travel by private jet shall not be covered.

##### Art. C1.2 Prerequisites for entitlement to benefits

Cancellation costs are reimbursed in accordance with a legally valid written contract with:

- a) a travel or transport company;
- b) a hirer (incl. accomodation and accomodation contract);
- c) an organiser of courses or seminars (for private further education);
- d) professional tour, hiking or boat guide;
- e) an event organiser, e.g. for concerts, theatre performances and sports events.

Any cancellation costs that the tour operator or travel agent is not obliged to pay shall be covered. If following an insured event that was not caused by the insured person it is uncertain whether the trip will be possible (e.g. general quarantine requirements at the place of destination), the tour operator should be contacted before cancelling the trip in order to identify a joint solution, and thereby to minimise or avoid any loss.

##### Art. C1.3 Insured events for cancellations before departure

The insured person is entitled to benefits if the insured person is not reasonably able to start the trip on account of any of the following events occurring after booking:

- a) serious illness, epidemic or pandemic disease, serious accident, an exacerbation of a medically confirmed chronic condition or death of an insured person, a travel companion or a close relative of the insured person, where the presence of the insured person with this person is required.  
Close relatives include:  
family members, a cohabiting partner, a registered partner as well as their children or parents.  
In case of incapacity for travel due to a pre-existing serious illness, cancellation costs are insured only if the person's doctor had declared the person fit for travel before the booking (by considering the travel dates, destination, means of transport and planned activities). In every case, incapacity for travel must be verified via a medical certificate that must be obtained immediately.  
Medical certificates that are issued retrospectively are not recognised.  
Employers can also be asked to confirm an employee's absence.
- b)
  - unemployment of the insured person, insofar as this was not known when the trip was booked;
  - unforeseen start of permanent employment if the insured person or a travel companion was unemployed at the time of the booking and the employer confirms in writing that the trip has to be cancelled due to the start of employment;
  - unanticipated service in the Swiss Army, Swiss Civilian Service or Swiss Civil Protection.
- c) serious damage of the insured person's property at the place of residence by theft, fire, water or a natural hazard (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]), necessitating the insured person's presence at home.
- d) the insured person's personal documents that are essential for the trip (passport, identity card, driving licence, transport tickets) are stolen immediately before the start of the journey and cannot be replaced within a reasonable period (e.g. at the airport); the police must be notified of the theft as soon as possible.
- e) verifiable delay in or cancellation of public transport to an airport or railway station in Switzerland or in a directly bordering country, provided that the insured person had allowed a reasonable amount of time between the scheduled arrival of the means of public transport and the scheduled departure. If available, the recommendations of the respective transport company shall be taken into account.
- f) Failure due to an accident or a breakdown of the vehicle shown on the ticket for the car train or car ferry on the departure day while directly en route to the passenger train or ferry port;
- g) a strike, terrorist attack, epidemic, pandemic, natural disaster or natural hazard (according to Art.173 of the Swiss Supervisory Ordinance [AVO]) at the destination, make it impossible to travel there or would endanger the insured person's life.
- h) If the insured person or his travel companion is directed to quarantine before the trip on the instructions of an official authority owing to a tangible suspicion of infection or infectious disease.  
Any quarantine not resulting from a tangible suspicion or that is generally ordered, for instance quarantine ordered for all or part of the population (lockdown) or for incoming travellers from particular countries (e.g. upon return from a trip), shall not be covered.

##### Art. C1.4 Insured benefits

If a trip cannot begin because an insured event occurs after it has been booked, TAS will pay the share of the costs incurred by the coinsured persons

- a) either the cancellation costs contractually owed on the day that the insured event first occurs;
- b) or the additional costs of rebooking the trip – up to the amount in cancellation costs that would have been due on the day of the incident causing the change; up to the level of the maximum insured amount specified in the insurance policy.

The aforementioned costs are reimbursed if no insured person or third party is able to use the benefit.

The cost of passes for repeated use or season tickets are refunded only if an insured event prevents them from being used for the first time and a refund or later use of them is not possible.

Processing fees are reimbursed only if this is standard industry practice, is reasonable, and is clearly in writing in the contract.



### Art. C1.5 Special benefit exclusions

No benefits are paid in the following cases:

- a) For business trips; if business activities are combined with a private trip, the insurance solely covers cancellation costs arising from the private part of the trip, and only if a third party (employer, other company) is not liable for such costs;
- b) In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs, FDFA, the Federal Office of Public Health, FOPH, etc.) or the World Health Organization, WHO before the trip was booked;
- c) Amounts the insured person has paid for persons not covered under the PostFinance Travel Insurance (e.g. invitations to a trip, hotel stays, the non-insured person's further travel or return home);
- d) If the organiser, tour operator, travel agent, service company, hirer or a paid travel guide cancels or changes an insured trip or event or interrupts or ceases its activities;
- e) If an insured trip cannot be continued owing to the insolvency of the service provider. Insolvency shall include payment default, the filing of a balance sheet in the event of over-indebtedness, bankruptcy or the cessation of the operations of a service provider due to financial reasons;
- f) If the insured person has won the trip or event ticket, or the service provider has offered full or partial compensation in the form of a voucher to be claimed for a future trip or another event;
- g) If the insured travel or event tickets have been partially used.

### Art. C1.6 Costs not covered

The insurance does not cover the following costs, even if the loss event is covered:

- a) Costs from travel or transport companies, hirers, or from organisers of courses and seminars that cancel their activities because of an insured event, insofar as the company in question is obliged to cover the loss on legal grounds;
- b) Costs from delayed or cancelled private transport to an airport or railway station;
- c) Costs incurred in connection with financial transactions, visas and vaccinations;
- d) Premiums for insurance;

## D. Travelling by car

### Art. D1 Vehicle assistance abroad

#### Art. D1.1 Insured vehicles

Any private motor vehicle driven by an insured person up to max. 3.5 t total weight and a height of max. 3.2 m that is registered in Switzerland or the Principality of Liechtenstein, as well as any licensed trailers up to max. 1.5 t total weight that are being towed by this vehicle shall be insured.

#### Art. D1.2 Insured events

The following events during an insured trip within the area designation "world" according to Art. A5 lit. c (excluding Switzerland and the Principality of Liechtenstein):

##### a) Breakdown

Breakdown means any sudden and unforeseeable failure of a vehicle insured in accordance with Art. D1.1 as a result of a defect that renders a continuation of the journey to the next workshop impossible or unreasonable on safety grounds.

##### b) Event covered by fully comprehensive insurance

An event covered by fully comprehensive insurance means any accident involving the insured vehicle, theft of the insured vehicle, vandalism or damage caused by martens on the insured vehicle as well as damage to the insured vehicle due to fire or natural hazards (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]).

#### Art. D1.3 Insured benefits

The following benefits shall be provided by TAS following an insured event in accordance with Art. D1.2 within the area designation "world" for vehicles falling under Art. D1.1 as well as for hired vehicles (vehicles falling under Art. D1.1 made available by a third party on a commercial basis,

even if registered abroad), unless a third party (e.g. vehicle hire company) is obliged to provide these benefits:

- a) Organisation of and covering of the costs relating to the reinstatement of roadworthiness following a breakdown, where this is possible locally;
- b) Organisation of and covering of the costs relating to the towing of the vehicle to the nearest suitable workshop;
- c) Organisation of and covering of the costs relating to vehicle recovery (returning the vehicle to the road) up to CHF 2,000 per event;
- d) TAS may cover the costs of local accommodation (mid-range hotel including breakfast, mid-range hire care, subject to availability) for the duration of repairs up to an overall maximum amount of CHF 2,000 per event, if the vehicle can be returned to a roadworthy condition within 3 working days of the event. Repair work must be documented by an invoice issued by an official workshop. Otherwise, TAS reserves the right to recover from the insured person any benefits that have already been paid out. The following benefits shall only be provided by TAS following an insured event falling under Art. D1.2 within the area designation "Europe" and exclusively for private vehicles falling under Art. D1.1:
  - e) Organisation and dispatch of spare parts, where the necessary space parts cannot be procured locally within 3 working days (not including weekends and public holidays). Any storage charges shall be covered up to a total of CHF 250;
  - f) Covering of additional costs in relation to the homeward or onward journey (1st class rail travel, economy class air travel, mid-range hire car, subject to availability, overnight accommodation in a mid-range hotel including breakfast) up to an overall maximum amount of CHF 2,000 per event, if the vehicle cannot be repaired within 3 working days, as documented by an expert's report;
  - g) Potential organisation of the return transport for the purpose of repair of an unroadworthy insured vehicle (up to the market value at the relevant time) in Switzerland, if it cannot be returned to a roadworthy condition locally within 3 working days. Transportation must be approved and organised by TAS in advance. Any storage charges shall be covered up to a total of CHF 250. Any damage arising during the provision of breakdown assistance for or the transportation of the vehicle must be reported to TAS in writing within no more than 8 calendar days after receipt of the vehicle in Switzerland. TAS cannot be held liable for any losses (cf. Art. A13). It shall pass on the damage report to the respective service provider;
  - h) After the insured vehicle has been repaired abroad, TAS shall organise a journey by the insured person or a close relative to enable the repaired vehicle to be collected and shall cover the costs, provided that collection occurs within 2 months after the insured event. If a second private vehicle is used in order to collect the vehicle, a kilometre allowance of CHF 0.35 shall be applied for the respective variable costs relating to that vehicle. TAS reserves the right to alter this rate in line with any changes in fuel prices. Any motorway and tunnel tolls shall also be covered. Repair work must be documented by an invoice issued by an official workshop. Otherwise, TAS reserves the right to refuse to pay out any benefit and to recover from the insured person any benefits that have already been paid out. The return or collection of the vehicle in accordance with the above terms may also be organised in the event that the insured person falls ill, is involved in an accident or dies during the trip and no travel companion is able to drive the vehicle;
  - i) Covering of storage fees up to a maximum of CHF 250 and the necessary costs of scrapping the insured vehicle if it is not returned to Switzerland on the grounds that it is damaged beyond repair following an insured event.

The decision as to whether any of the above-mentioned benefits is necessary, as well as its type and time, shall be taken by TAS.

#### Art. D1.4 Special disclaimers

No insurance cover shall be available for:

- a) Vehicles with foreign number plates (except those from the Principality of Liechtenstein) and commercial vehicles (e.g. the commercial carriage of persons subject to a licensing requirement);

- b) Any damage caused when using a vehicle by a driver who does not hold the driving licence prescribed by law. The same shall apply for journeys by learner drivers without the accompaniment prescribed by law, as well as journeys made without the number plates prescribed by law or with invalid number plates;
- c) The costs of repairs and spare parts;
- d) Customs duties;
- e) Any items left in the vehicle;
- f) The carriage of hazardous loads for the purposes of Swiss road traffic law;
- g) Damage caused to taxis, driving school vehicles or replacement vehicles provided by a garage;
- h) Liability of the insured person for the loss of any no claims discount for a vehicle;
- i) In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs, FDFA, the Federal Office of Public Health, FOPH, etc.) or the World Health Organization, WHO prior to departure.

#### Art. D1.5 Procedure following an event of loss

The insured person undertakes to inform TAS immediately in accordance with Art. A16 following the occurrence of an insured event.

When using a vehicle provided to him by a third party, the beneficiary must:

- a) promptly inform the owner and clarify with him whether the event is already covered by any other vehicle assistance (breakdown assistance), e.g. under the terms of a hire agreement or car-sharing agreement;
- b) obtain the owner's consent to instruct TAS, if he does not have any other cover;
- c) inform TAS concerning these clarifications when requesting assistance.

#### Art. D2 Excess waiver for hired vehicles

##### Art. D2.1 Insured events

Any excess owed under the terms of a hire agreement by an insured person who has hired a vehicle or used a vehicle provided by a car-sharing business shall be covered if the insured person caused the damage or can be held liable for it under private law or in the event of the theft of the vehicle.

##### Art. D2.2 Insured vehicles

Motorcycles and passenger cars hired for private usage up to max. 3.5 t total weight as well as max. 1.5 t total weight for trailers that are being towed, provided that they are lawfully licensed to drive on public roads and have been duly registered, subject to the exclusions set forth in Art. D2.4.

##### Art. D2.3 Insured benefits

The amount of the insured benefit shall be determined with reference to the respective excess, although shall be capped at a maximum amount of CHF 5,000 per hire agreement and may not be greater than the actual damage.

##### Art. D2.4 Special disclaimers

No insurance cover shall be available for:

- a) vehicle drivers who caused the insured event with a blood-alcohol concentration greater than the threshold of parts per thousand permitted by law, or whilst under the influence of narcotic substances;
- b) journeys not permitted under the terms of the hire agreement;
- c) journeys made using vehicles that are not permitted by law or by the authorities;
- d) replacement vehicles provided by a garage;
- e) camper vans, mobile homes and any vehicle categories that do not fall under the definition set forth in Art. D2.2;
- f) damage that the insured person is required to bear on the grounds that theft or fully comprehensive insurance does not cover it.

##### Art. D2.5 Procedure following an event of loss

The insured person undertakes to inform TAS immediately in accordance with Art. A16 following the occurrence of an insured event.

The excess shall only be covered upon condition that the insured person:

- a) informs the hire company without undue delay concerning the event of loss;
- b) notifies the local police immediately, requests an official investigation or arranges for the incident to be officially documented (police report, accident report) where any other road users are involved in an accident and/or suffer harm;
- c) obtains a damage report from the hire company at the time the vehicle is returned;
- d) must settle any excess himself directly in situ.

The following documents must be submitted unsolicited along with the request for reimbursement:

- a) a copy of the hire agreement;
- b) the handover report for the hired vehicle;
- c) the return report for the hired vehicle along with the damage report from the hire company;
- d) the original version of any official report (police report, accident report);
- e) a copy of the final bill from the hire company;
- f) a statement indicating that the excess charged has been paid;
- g) debit notice for a credit card or receipt;
- h) a copy of the insurance policy and the general terms and conditions of insurance for theft or fully comprehensive insurance.

## E. Travel luggage

### Art. E1 Luggage insurance

#### Art. E1.1 Insured items

The insurance covers items of personal use that are carried in the insured person's luggage (suitcase, bag, etc.) during the trip or that are entrusted to a transport company.

Vehicles and sports equipment are only insured if they are in the care of a transport or baggage storage provider.

#### Art. E1.2 Insured events

The insurance covers sudden, unforeseen damage to or loss of luggage through

- a) theft or robbery;
- b) accidents involving a means of transport;
- c) natural disasters or natural hazards (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]);
- d) transport companies;
- e) after handing over to a luggage storage facility.

#### Art. E1.3 Insured benefits

The insurance covers the item's replacement value at the time of the loss up to the insured amount indicated in the insurance policy for:

- a) replacing the insured items in case of loss and total loss;
- b) repair costs in case of damage;
- c) the effective cost of replacing the insured person's personal documents that are indispensable for the trip (passport, identity card, driving licence, transport tickets).

#### Art. E1.4 Deductible

The insured person must pay a deductible of CHF 200 per claim.

#### Art. E1.5 Subsidiarity

If another insurer covers the loss or if a third party is liable for the insured benefits (due to fault, by law, or under the contract) then the insurance only covers the amount not covered by the other insurer and up to a maximum of the insured sum. Any benefits that TAS pays out under these provisions are in the form of an advance payment. The insured person must transfer claims against the third party to TAS or pass on any payments received from third parties to TAS.

#### Art. E1.6 Special benefit exclusions

The insurance does not cover:

- a) loss for which the insured person is personally responsible (items that are misplaced, lost, left lying around, left in a generally accessible place outside the individual's direct personal sphere of influence);
- b) damage from wear and tear;
- c) damage from defective packaging;
- d) cash, cheques, cheque cards, credit cards, phone cards, securities, watches, jewellery
- e) mobile phones, tablets, laptops in luggage entrusted to the transport company;
- f) works of art, dental gold, prostheses of any kind;
- g) firearms of any kind, including accessories;
- h) loss in connection with official orders (e.g. items that customs officials confiscate and destroy for security reasons);
- i) compensation for which the travel and transport company is liable;
- j) activities carried out by the insured person (time spent, loss of earnings) in relation to an event of loss.

**Art. E1.7 Procedure in the event of a claim**

The insured person undertakes to inform TAS immediately in accordance with Art. A16 following the occurrence of an insured event.

The insured person who suffers a loss must:

- a) ask the transport company, accommodation provider, police or responsible third party to assess and certify the causes and extent of the loss (ascertainment of facts);
- b) ask the transport company to certify the luggage's delayed delivery. The insured person must take the steps necessary to recover any lost luggage. If items are lost or damaged during transport, the insured person must request compensation from the transport company;
- c) provide evidence that the applicable statutory and private insurance have refused to cover all or part of the loss;

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