



KPT, Postfach, CH-3001 Bern  
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## Insurance for travel and holidays (RF)

General conditions of insurance  
Edition 01.2017

### Contract

#### **Purpose and conditions** *RF Art. 1*

- <sup>1</sup> Depending on the cover chosen, you are insured from departure date for the duration of travel or for holidays abroad for the following risks:
  - Cost of medical treatment (insurer: KPT Versicherungen AG, KPT in the following).
  - Personal assistance (insurer: AWP P&C S.A., Saint-Ouen [Paris], Wallisellen branch [Switzerland], AWP in the following).
  - Baggage insurance (insurer: AWP).
  - Cost of cancellation (insurer: AWP).
  - Legal protection (insurer: Coop Rechtsschutz AG [Coop Legal Protection Ltd])
- <sup>2</sup> Conditions:
  - You are domiciled in Switzerland or are a cross-border worker with statutory health insurance in Switzerland;
  - You have paid the premium 2 days before departure at the latest.
- <sup>3</sup> The cancellation insurance is valid from the date of booking; the insurance is also valid in Switzerland.
- <sup>4</sup> In the case of family insurance, the insurance applies to the policyholder, the spouse and minors living in the same household.

#### **General terms** *RF Art. 2*

The terms illness and accidents and hazardous activities are applied as defined in the Federal Law on General Social Insurance (ATSG, Art. 3 and Art. 4) and in the Ordinance on Accident Insurance (UVV, Art. 50).

#### **Pimits unclear on taking out the policy** *RF Art. 3*

- <sup>1</sup> If the amount paid in is lower than that required for the duration of insurance indicated the next lowest duration of insurance applies.
- <sup>2</sup> If the amount is insufficient for the shortest duration or if the application has been so vaguely completed that no category of cover can be allotted, the contract is declined.
- <sup>3</sup> If no departure date is indicated, the date the premium is paid counts as the commencement date of the insurance.

#### **Duration** *RF Art. 4*

The contract is cancelled on expiry of the chosen period of cover.

#### **Non-insured events and costs** *RF Art. 5*

Events or costs arising from the following incidents or circumstances are excluded:

- Exceptional hazards such as disturbances, acts of war and such incidents; acts of terrorism; earthquakes; volcanic eruptions; meteorite impact; airplane hijacking; effects of ionizing radiation and damage in connection with nuclear energy. If the insured is overtaken by one such event benefits are paid for at most 14 days after the initial occurrence of such an event.
- Foreign military service.



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- Participation in racing, rallies or in similar competitions or training for such involving motor vehicles or motor boats; participation in professional competitions or training for suchlike competitions.
- Intentional or attempted participation in criminal acts and misdemeanours.
- Self-mutilation, suicide, and attempted mutilation and suicide.
- Participation in brawls, affrays, strikes and disturbances.
- Excessive risks.
- Impairments of health in existence when the policy was signed or outbreaks of such that could have been anticipated by the insured prior to departure.
- Complications in pregnancy and birth after the 26<sup>th</sup> week of pregnancy.
- Treatment of pre-existing conditions, accident consequences and cosmetic surgery abroad.
- Misuse of alcohol, tobacco, medicaments, drugs and chemical substances.

#### **Subsidiarity and regress *RF Art. 6***

- 1 Benefits are provided subsequent to those provided by other parties liable to pay benefits.
- 2 If an insurer is liable for benefits and advance payments have been made, a right of recovery arises with respect to the insurer to the extent of the benefits paid.
- 3 Claims against liable third parties must be ceded to the insurer paying benefits.
- 4 If you refrain from claiming benefits from third parties the obligation to provide benefits are reduced to the extent of the unclaimed benefits.

#### **Benefits for cost of treatment (KPT) *RF Art. 7***

- 1 KPT accepts the costs of necessary, suitable medical treatment and cost of hospitalization not covered by another liable insurer. KPT advances payment for costs to be covered by other insurers. Annual deductibles (excess) and participation sums are not insured.
- 2 A maximum of CHF 3,000.– is insured for dental treatment only if required because of an accident.
- 3 No benefits will be paid if the insured refuses to be examined by a physician appointed by the insurer.
- 4 The obligation to provide benefits ceases on expiry of the duration of the insurance. If it is not possible to repatriate the insured for medical reasons before the duration of insurance expires or if this would involve serious medical risks, the cost of hospital treatment will be accepted in full for 30 days at the most after expiry of the insurance.

#### **Personal assistance (AWP) *RF Art. 8***

- 1 If a serious medical condition arises as a consequence of an illness or an accident or on the death of the insured, AWP organizes the necessary assistance and provides the following services:
  - Rescue and transport as needed.
  - Repatriation or return journey to the domicile and/or the hospital at the domicile. Costs (in tourist class) will be accepted for persons accompanying the insured (individual insurance), and/or members of the insured's family (family insurance) if the return journey cannot be undertaken with the tickets originally issued.
  - Recovery and repatriation of deceased individuals.
  - A maximum of CHF 20,000.– per insured for searches undertaken with the aim of saving or recovering the insured.
  - Language assistance if medical treatment is organized by AWP.
  - A maximum of CHF 1,500.– to the cost of extending the insured's hotel accommodation (CHF 150.– per day for a period of 10 days) if the insured is unable to embark on the return journey on the anticipated date after being hospitalized. The maximum sum covered is doubled if the insured is accompanied by family members.
  - Cost of travel (tourist class) of an assistant required to bring children home or accompany the insured on the return journey.

- Obtaining medicaments required by the insured if such cannot be obtained in the country where the insured is located.
  - Free forwarding of urgent messages relevant to the claim.
- <sup>2</sup> The insured is obliged to request assistance through the KPT emergency centre. Otherwise benefits are restricted to CHF 200.–.

## **Baggage insurance (AWP) RF Art. 9**

- <sup>1</sup> AWP insures baggage, that is personal objects needed on journeys or entrusted to shipping companies for forwarding, for up to the following amounts:
- CHF 2,000.– for individuals.
  - CHF 4,000.– for families.
- <sup>2</sup> Baggage is insured in case of:
- Theft (deductible/excess: CHF 100.–).
  - Damage.
  - Loss or late delivery by a shipping company.
- <sup>3</sup> The following benefits are provided:
- The amount needed for repurchase if a total loss occurs. Sentimental or collector's values are not taken into consideration.
  - Repair costs up to a maximum of the cost of purchasing goods when new.
  - In cases of late delivery costs for necessary purchases up to a maximum of 20 % of the insured sum.
  - Cost of replacement of a passport, identity card, driver's and vehicle licenses and similar documents.
  - A maximum of 50 % of the insured sum for jewelry (made of or containing precious metals and gem stones or pearls), furs, photographic, film, video and sound-recording equipment including accessories for each.
- <sup>4</sup> Cash or tickets are only insured to a maximum of CHF 1,000.– in cases of burglary and robbery. **Thefts from airplanes, boats or motor vehicles (including trailers) and thefts by pickpockets and confidence tricksters are not insured.**
- <sup>5</sup> **The following are not insured**
- Securities, bank deposit books, certificates, documents and credit cards.
  - Hardware and software used in information technology.
  - Precious metals, loose gems and pearls, postage stamps, commercial goods, samples, objects valued as works of art or collector pieces, musical instruments and professional equipment and tools
  - Contact lenses, prosthetic aids, prostheses.
  - All vehicles, ships, surfboards and all types of aircraft including accessories.
  - Bicycles, skis; collapsible canoes, dinghies, rowing boats other than those used during transport by a shipping company.
  - Objects left in locations which are generally accessible to others, outside the insured's direct sphere of influence, as well as on or in unlocked vehicles or boats – even temporarily.
  - Loss or damage caused by wear and tear, natural deterioration, the nature of the goods or packing and by the external influences of temperature and climate.
  - Loss through mislaying, losing, or forgetting baggage.
  - Damage that occurs because an object was not placed in safe-keeping appropriate to its value or to sports equipment while in use.

## **Cancellation insurance (AWP) RF Art. 10**

- <sup>1</sup> AWP accepts the cost of the following up to the contracted price owed for the arrangement, but only

- up to a maximum insured sum of CHF 20,000.–, provided the journey cannot be undertaken, if departure is delayed or the journey has to be abandoned prematurely.
- Cancellation costs owed to the travel agency, hotel, lessor of holiday accommodation, organizers of courses, training sessions, etc.
  - Refunds for the additional cost of travel incurred and an amount proportionate to the cost of the unused part of the stay (excluding cost of transport.)
- <sup>2</sup> Claims may be made if any of the following occur after premiums are paid:
- if the insured or accompanying persons or relatives not accompanying the insured (children, spouse, brothers and sisters, parents, grandparents, parents-in-law, brother- or sister-in-law, grandchildren, fiancé[e]s if any as well as partners in life) become seriously ill, are involved in accidents, die or if any of such persons suffer deterioration of a chronic medical condition (for which a medical certificate is available).
  - If the means of public transport used by the insured (excluding taxis) to reach the airport or departure railway station on Swiss territory is delayed or cancelled.
  - If the insured's property at his domicile is seriously damaged by burglary, water, fire, or force of nature.
  - If strikes, disturbances, natural disasters or epidemics occur at the destination that constitute a positive danger to the life of the insured.
- <sup>3</sup> **No benefits are paid if the travel agent does not carry out the journey.**

## **Legal Protection Insurance for Travel and Transport (Coop Rechtsschutz AG) RF Art. 11**

- <sup>1</sup> The insured benefits from legal protection insurance as:
- The owner, driver or hirer of a motor vehicle.
  - A participant in sports, as a pedestrian, cyclist, moped driver or as a passenger on any means of transport.
  - Lessee of a holiday home or apartment.
  - Participant in courses at schools abroad.
  - Contracting party to a travel contract.
  - Victim of a crime of violence.
  - Owner of a credit card.
- <sup>2</sup> Legal protection insurance covers the following cases:
- Assertion of claims for non-contractual compensation against either the perpetrator or his liability insurance for physical injury or damage to property.
  - Legal disputes with an insurance company, a health insurance or a pension fund arising from events that occurred abroad.
  - Representation in court cases before criminal and administrative prosecutors arising from breaches of foreign legislation through negligence. If charges are made because of an intentional offence, costs are only accepted after acquittal.
  - Legal disputes arising from the following legal contracts (the list is final) provided the insured is affected in any of the capacities defined in paragraph 1: Contracts concerning tenancy, repair, freight, forwarding, travel, schooling or credit cards.
- <sup>3</sup> The legal protection insurer grants the following benefits: Payment of the following up to a maximum of CHF 300,000.– (a maximum of CHF 100,000.– outside Europe and States bordering the Mediterranean):
- Legal charges.
  - Fees for expert opinions and specialists.
  - Process and court costs at the expense of the insured.
  - Legal compensation due to the opposing party.
  - Cost of collection of compensation due to the insured.



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- Reimbursement of up to a maximum of CHF 1,000.– if it is necessary to appear before court.
  - Cost of translation of court judgments.
- 4 **The following are not insured**
- Legal protection cases that had already occurred before the policy was signed.
  - Disputes among insureds and with the provider of legal protection insurance.
  - Cases connected with collection of demands due and owing and in connection with such that have been ceded.
  - Defense in claims for compensation and claims for financial losses.
  - Fines.
  - Compensation.
- The insured is obliged to cede compensation for cost of trial and personal damages awarded by courts to the legal protection insurer to the extent of the benefits paid in advance.
- 5 **Viability or nonviability of a process**
- If opinions differ as to what action is to be taken in particular in cases which the legal protection insurer deems to be without prospect of success the insured may request that the case be submitted to an arbitrator. The arbitrator is appointed by agreement between the parties. Otherwise this procedure is arranged in agreement with the Concordat on Arbitration. If an insured institutes a process at his own cost, benefits will be paid if a better result is achieved in the main cause for the action than initially assessed by the legal protection insurer.

## Obligations

### Cooperation and notification of claims *RF Art. 12*

The following obligations are incumbent on you:

- 1 Notify the KPT Emergency Center promptly about events that occur – phone: +41 (0)58 310 99 99; e-mail: kpthelp@kpt.ch:
- 2 Provide all the information needed to clarify the claim and determine the insurance benefits required. In particular, provide all medical certificates, official reports, original invoices and, if required, payment receipts.
- 3 In each case authorize all individuals and agencies, namely employers, physicians, insurance companies and official agencies, to give the information needed to clarify the claim for benefits.
- 4 Submit detailed original invoices for medical treatment and detailed medical certificates within 30 days of receipt of such otherwise benefits will be paid on the basis of empirical values.
- 5 Obtain a police report if theft or robbery of baggage occurs or in cases of damage, delayed delivery or loss of baggage obtain confirmation of the event from the responsible agency (hotel management, travel guide, shipping company, etc.).
- 6 Notify the KPT Emergency Center and the booking agency promptly if an event occurs that could to a claim being made on the cancellation Insurance.

## Administration

### Place of fulfilment, exchange rate, addresses *RF Art. 13*

- 1 The Swiss domicile of the insured or another address given by the insured in Switzerland applies as the place of fulfilment.
- 2 Invoices from abroad will be reimbursed in CHF to the payment address in Switzerland at the official bank note exchange rate (sale) on the date of the invoice.
- 3 Addresses of the insurers:



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KPT Versicherungen AG  
Wankdorfallee 3  
Postfach  
3001 Bern

AWP P&G S.A., Saint-Ouen (Paris)  
Wallisellen branch (Switzerland)  
Hertistrasse 2  
8304 Wallisellen

Coop Rechtsschutz AG  
Entfelderstrasse 2  
Postfach 2502  
5001 Aarau

**Applicable legislation** *RF Art. 14*

If not otherwise stated the regulations contained in the Federal Law on Insurance Contracts (VVG) apply to this insurance.

Berne, 1 July 2016  
KPT Versicherungen AG