

Customer information and Policy Conditions Cancellation Cost Insurance Fête de Vignerons

Customer Information in accordance with the Insurance Contract Act (VVG)

The following customer information gives a clear and concise overview of the identity of the insurer and the main content of the insurance contract (Article 3 of the Federal Insurance Contract Act). The content and the extent of the rights and obligations arising from the insurance contract are set out exclusively in the confirmation of insurance cover and the General Terms and Conditions of Insurance (GTCl).

Who is the insurer?

The insurer is AWP P&C S.A., Saint-Ouen (Paris), branch office: Wallisellen (Switzerland), hereinafter referred to as Alliance Global Assistance or AGA, whose registered office is at Hertistrasse 2, 8304 Wallisellen.

Who is the beneficiary?

The beneficiary is Moderntimes Hotelbetriebs AG, c/o RIMC Schweiz Hotels & Resorts AG, Kalandergasse 1, 8045 Zurich.

What risks are insured and what is the scope of the insurance cover?

The insured risks and the scope of the insurance cover and any exclusions concluded within the framework of the collective insurance contract with the beneficiary are set out in the confirmation of insurance cover and in the General Terms and Conditions of Insurance (GTCl). A summary description of the various insurance components is set out below for easier understanding:

– Cancellation costs

Cover extends to the cancellation costs incurred by the insured person vis-à-vis the beneficiary (up to the maximum sum insured set out in the confirmation of insurance cover or in the GTCl in the overview of the insurance benefits) in the event that the insured person cannot travel on the booked trip and so cancels due to severe illness or accident, death, pregnancy complications, severe damage to property at home, delay and failure of the means of transport on arrival, strikes or danger at the destination, unemployment and unexpected taking up of employment. If the journey is delayed due to an insured event, cover extends to additional travel expenses related to the delayed departure.

Who is insured?

Cover extends to the persons specified as insured in the confirmation of insurance cover of the beneficiary.

Duration and geographical scope of the insurance cover

The insurance cover is generally valid worldwide for the period of insurance. This is without prejudice to local restrictions set out in the special conditions and relating to individual insurance components as well as to insurance cover that conflicts with economic or trade sanctions or embargoes imposed by the United Nations, the European Union, the United States of America or Switzerland.

What are the main exclusions?

The following list contains only the most significant exclusions to insurance cover. Other exclusions arise from the exclusion provisions ("non-insured events and services") of the General Terms and Conditions of Insurance and the VVG:

- There is, as a matter of principle, no insurance cover for any of the insurance components for events that had already occurred at the time the insurance was concluded or the travel package was booked or at the time the booked services commenced; the same applies to events that were known at the time the insurance was concluded, the travel package was booked or the booked services commenced.
- There is also no insurance cover for events such as the misuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or civil unrest, races and practice sessions with motor vehicles or boats, participation in daring acts in which the person knowingly runs risks or engages in grossly negligent or wilful misconduct/omission.
- There is also no insurance cover for: war, terrorist attacks, civil unrest of any kind, epidemics, pandemics, natural disasters and incidents with nuclear, biological or chemical agents as well as their consequences. In addition, cover does not extend to the consequences of events involving regulatory decisions, such as confiscation of property, imprisonment, restrictions on leaving the country or closure of airspace.
- Under the component **Cancellation costs**, there is no insurance cover for "poor healing process", i.e. for illnesses or the consequences of an accident, an operation or medical treatment that had already occurred at the time the travel package was booked or at the time the insurance was concluded and which have not yet healed by the date of travel; the same applies to cancellation by a travel company, or official directives, or illness/injury that is not confirmed medically at the time of the occurrence or psychological reactions to potential dangers, such as fears of civil unrest, terrorism, natural disasters or fear of flying.

What are the obligations of the insured person or persons entitled to cover?

The following list contains only the most common obligations. Further obligations are to be found in the General Terms and Conditions of Insurance and the VVG.

- Under the **Cancellation costs** component, on occurrence of the insured event, the booked trip must be cancelled with the beneficiary (travel company or renter/course organisers) and then the claim declared in writing to AGA and with the necessary documentation (cf. GTCl, Clause II, A6) (Contact address, c.f. GTCl, Clause I, 10).
- In any case, the insured person is obliged to do everything possible to mitigate and clarify the loss; in the event of a loss involving illness or injury, the insured person must ensure that the doctors treating him/her have been released from their duty of confidentiality vis-à-vis AGA.
- If the person entitled to claim benefits breaches his/her obligations, then AGA may refuse or reduce those benefits.

How much is the premium?

The level of the premium is set out in the confirmation of insurance cover.

When does the insurance start and end?

The beginning and end of the insurance are specified in the confirmation of insurance cover.

How does AGA process data?

The processing of personal data is an indispensable component of the insurance business. AGA processes personal data in compliance with the Federal Act on Data Protection (FADP). If necessary, AGA shall obtain any required permission for data processing from the insured person in the claims form.

The personal data processed by AGA contains relevant data for concluding the contract as well as handling the contract and claims. Information on the beneficiary or the insured persons is processed primarily from the insurance application and the claims declaration. In the interests of all beneficiaries, under certain circumstances, data is also exchanged with previous Swiss and foreign insurers and reinsurers. AGA also processes personal data in connection with product enhancements and for its own marketing purposes.

In order to be able to offer comprehensive, value-for-money insurance cover, AGA's services are partly provided by legally independent companies both in Switzerland and abroad. These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, AGA is bound to share data both within the group and externally.

AGA stores data electronically or physically in accordance with the legal requirements.

Persons whose personal data is processed by AGA have the right in accordance with the FADP to request information about whether and what data concerning them AGA actually processes; they also have the right to request that incorrect data be rectified.

How can we help?

AWP P&C S.A., Saint-Ouen (Paris), branch office: Wallisellen (Switzerland)
Hertistrasse 2, 8304 Wallisellen, Tel. +41 44 283 32 22, Fax +41 44 283 33 83
info@allianz-assistance.ch, www.allianz-assistance.ch

Contact address for complaints

Allianz Global Assistance
Sales Administration Tourism
Hertistrasse 2
P.O.Box
8304 Wallisellen

Overview of insurance benefits

Insurance component	Insurance benefit	Maximum sum insured (SI)	
A Cancellation costs	Cancellation of trip and delay to start of trip	per event	CHF 5,000.00

Policy Conditions

AWP P&C S.A., Saint-Ouen (Paris), branch office: Wallisellen (Switzerland), hereafter referred to as AGA, undertakes to provide the insurance cover agreed with Moderntimes Hotelbetriebs AG and specified in this insurance document. The provisions of the Swiss Federal Insurance Act (VVG) shall apply in addition to this.

I	Common provisions for all insurance components.....	2
II	Special conditions attached to individual insurance cover items.....	3
A	Cancellation costs	3

I Common provisions for all insurance components

The common provisions for all the insurance components shall be valid unless otherwise specified in the Special conditions relating to individual insurance or service components.

1 Insured persons

Insured persons or persons entitled to cover are those persons specified in the confirmation of insurance cover (if necessary identical to the booking confirmation or invoice for the travel package) of the beneficiary as insured.

2 Scope of cover

Subject to provisions to the contrary in the special conditions relating to the individual insurance and/or service components, the insurance provides cover worldwide.

3 Obligations in the event of loss/damage

3.1 The insured person is obliged to do everything possible to mitigate and facilitate clarification of the loss/damage.

3.2 The insured person is obliged to fully comply with his/her contractual or statutory declaration, information and behavioural obligations (including, among others, immediately reporting any insured event to the contact address specified in Clause I 10).

3.3 If the loss/damage involves illness or injury, the insured person must ensure that the doctors treating him/her have been released from their duty of confidentiality vis-à-vis AGA.

3.4 If the insured person has a recourse right against a third party relating to the compensation received from AGA, then the insured person shall protect those rights and AGA shall be subrogated to those rights.

3.5 The AGA claims forms may be downloaded from <http://www.allianz-assistance.ch/file-a-claim>.

4 Breach of obligations

If the person entitled to claim benefits breaches his/her obligations, then AGA may refuse or reduce those benefits.

5 Non-insured events and benefits

5.1 *If an event has already taken place at the time the insurance is concluded or the trip is booked or at the time the booked services commence, or if the event was discernible for the insured person at the time the insurance was concluded or the trip was booked or at the time the booked services commenced, there will be no right to claim benefit.*

5.2 *Events which the insured person has caused in the following way are not covered under the policy:*

- Abuse of alcohol, drugs or medicines
- Suicide or attempted suicide
- Taking part in strikes, riot or civil commotion
- Participation in competitions or practice sessions with motor vehicles or watercraft
- Participating in daring acts in which the beneficiary knowingly runs risks
- Grossly negligent or wilful misconduct/omission
- Committing or attempting to commit crimes or offences

5.3 *Miscellaneous expenses connected with an insured event, e.g. the replacement cost of insured property or costs incurred for police purposes are not covered.*

5.4 *The following events and their consequences are not insured: War, terrorist attacks, disturbances of all kinds, epidemics, pandemics, natural disasters and incidents involving nuclear, biological or chemical substances.*

5.5 *Events resulting from orders given by a public authority – e.g. confiscation of property, imprisonment or restrictions on leaving the country or closure of airspace*

5.6 *When the purpose of the trip is to undergo medical treatment*

5.7 *When the certifier (expert, medical practitioner, etc.) is a direct beneficiary or is related to the insured person by blood or marriage.*

5.8 *Costs related to kidnapping*

5.9 *If economic, trade or financial sanctions or embargoes of Switzerland are directly applicable to the parties to the policy and which prevent the operation of insurance cover, there is no insurance cover. This also applies for economic or trade sanctions or embargoes imposed by the United Nations, the European Union, or the United States of America, insofar as these do not contradict Swiss legislation.*

6 Definitions

6.1 Closely related persons

Closely related persons are:

- family members (spouse, parents, siblings, parents-in-law, grandparents and brothers or sisters)
- life partners including his/her parents and children
- persons caring for underage children not included in the trip or family members requiring care
- very close friends, with whom there is close contact

6.2 Europe

Europe is taken to mean all nations on the European continent as well as Mediterranean islands in Europe, the Canary Islands, Madeira and the nations that border the Mediterranean but are outside Europe. The eastern border north of Turkey consists of Azerbaijan, Armenia and Georgia, as well as the Ural mountain range.

6.3 Switzerland

For the purposes of insurance cover, Switzerland shall be deemed to mean Switzerland and the Principality of Liechtenstein.

- 6.4 **Natural disasters**
Natural disasters are losses due to natural events such as flooding, storm (wind speeds of at least 75 kmph), hail, avalanche, snow pressure, rock slides, rock-falls and landslides. Losses due to earthquake or volcanic eruption are not deemed here to be natural disasters.
- 6.5 **Monetary assets**
Monetary assets include cash, credit cards, securities, savings books, precious metals (such as reserves, bullion or merchandise), coins, medals, loose precious stones and pearls.
- 6.6 **Trip**
The maximum duration of a trip under these GTCI is limited to 92 days.
- 6.7 **Travel company**
A travel company (tour operator, travel agent, airline, car rental firm, hotel, course organiser, etc.) is deemed to be any company that provides travel services under a contract with the insured.
- 6.8 **Public transport or means of transport**
Public transport or means of transport is taken to mean any means of transportation which operates on a regular timetable basis and for which a ticket is required. Taxis and rental cars are not deemed to be public transport.
- 6.9 **Breakdown**
A breakdown is a sudden and unforeseen failure of the insured vehicle due to an electrical or mechanical defect, which makes it impossible to continue the journey, or which makes continuing the journey no longer legally permissible. The following rank as a breakdown: A tyre defect, running out of fuel, locking the keys in the vehicle or a flat battery. Loss of or damage to the car keys or filling up with the wrong fuel are not deemed to be breakdowns and are not insured.
- 6.10 **Personal accident**
An accident is the sudden, unintended harmful effect of an unusual external factor on the human body.
- 6.11 **Motor vehicle accident**
An accident is damage to the insured vehicle caused by the action of a sudden and violent external event, which makes it impossible to continue the journey, or which makes continuing the journey no longer legally permissible. This includes, in particular, events caused by impact, collision, overturning, crashing and immersion or sinking.
- 6.12 **Serious illness/serious consequences of an accident**
Illness or consequences of an accident are regarded as severe if they result in a temporary or permanent inability to work or if they cause an absolute inability to travel.
- 7 Existence of more than one policy and claims against third parties**
- 7.1 In cases of (voluntary or mandatory) other insurance, AGA provides services on a subsidiary basis, unless there is an identical paragraph in the other insurance contract. In such cases, the statutory regulations on double insurance shall apply.
- 7.2 If an insured person is entitled to claim under another insurance policy (voluntary or compulsory insurance), the cover provided by AGA is limited to that part of the claim that exceeds cover under that other policy. Costs will be paid for in total only once.
- 7.3 If AGA has already paid compensation for the same loss, this shall be deemed to be a cash advance, and AGA shall be subrogated up to that amount to the insured person's claim against the third party (voluntary or compulsory insurance).
- 7.4 If the insured person or person entitled to cover receives compensation from a liable third party or their insurer, no compensation shall be due under this policy. If action is taken against AGA instead of the third party, the insured person and/or the person entitled to cover must subrogate their liability claim over AGA up to the amount of the compensation received.
- 8 Period of Limitation**
All claims arising out of the insurance policy become time barred two years after the fact triggering cover.
- 9 Place of jurisdiction and applicable law**
- 9.1 Complaints against AGA can be submitted to the court at the company's registered office or the Swiss residence of the insured person or person entitled to cover.
- 9.2 The Swiss Federal Insurance Contract Act shall apply as a supplement to these provisions.
- 10 Contact address**
Allianz Global Assistance, Hertistrasse 2, P.O. Box, 8304 Wallisellen.
info@allianz-assistance.ch

II Special conditions attached to individual insurance cover items

A Cancellation costs

- 1 Temporal scope of cover**
The insurance cover shall begin upon booking the insured trip and end with the start of the insured trip. The start of the trip shall be deemed as entering the booked means of transport or using the booked accommodation (hotel, holiday apartment, etc.) if no means of transport has been booked.
- 2 Sum insured**
The sum insured is listed in the overview of the insurance benefits.
- 3 Insurance benefits**
- 3.1 **Cancellation costs**
If the insured person cancels the contract with the beneficiary as a result of an insured event, AGA shall pay the contractually owed cancellation costs up to the amount of the agreed sum insured.
- 3.2 **Delay to start of trip**
If the insured person suffers a delay to the start of the trip as a result of an insured event, AGA shall pay the following costs instead of the cancellation costs (up to a maximum of the level of the cost of cancellation):
- the additional travel costs arising in relation to the delayed departure.
 - the costs of the unused part of the stay, proportional to the insured travel package price (excluding transport). The date of departure shall be regarded as a used day of the package.
- 3.3 The expenses of disproportional or repeated administrative costs or for the insurance premium shall not be reimbursed.
- 4 Insured events**
- 4.1 **Illness, injury, death and pregnancy**
- 4.1.1 **Severe illness, severe injury, pregnancy complications or the death of one of the following persons, insofar as the relevant event has arisen after booking the travel package or concluding insurance:**
- the insured person
 - a person travelling with the insured person, who has booked the same trip and has cancelled it
 - a person who is closely connected to the insured person, but who is not travelling with him/her
 - a person who is a deputy for the insured person at his/her place of work, if the presence of the insured person is indispensable.
- If several insured persons have booked the same trip, a maximum of six persons may cancel in the event an insured person travelling with them has to cancel due to one of the above-mentioned events.
- 4.1.2 **Cover for psychological illness only applies as and when:**
- the inability to travel and work is verified by a psychiatrist, and
 - the inability to work is verified by providing a confirmation of absence from the employer.
- 4.1.3 **In the event of chronic illness, insurance cover only applies if the trip has to be cancelled as a result of a medically confirmed, unexpected worsening of a chronic condition. The prerequisite is that the state of health of the insured person was verifiably stable and that he/she was fit to travel at the time the travel package was booked or insurance was concluded.**
- 4.1.4 **In the event of pregnancy, insurance cover only applies if the pregnancy occurred after the time the travel package was booked or insurance was concluded, and if the return date is after the 24th week of pregnancy, or if the pregnancy occurred after the travel package was booked or insurance was concluded, and a vaccination that would present a risk to the unborn child is recommended for travel to the particular destination.**

- 4.2 **Damage to property at the place of residence**
If there has been serious damage to the property of the insured person at his/her permanent place of residence as a result of theft, fire or damage by natural disasters, and the presence at home of the insured person is therefore indispensable.
- 4.3 **Delay and/or failure of the means of transport for the outward journey**
If it becomes impossible to start the booked trip as a result of a delay or failure of the means of public transport used on the outward journey to reach the point of departure anticipated in the travel package.
- 4.4 **Failure of the vehicle on the outward journey**
If the private vehicle or taxi becomes undriveable during the direct outward journey to the point of departure anticipated in the travel package, as a result of an accident or breakdown. Problems with keys and fuel are not covered by insurance.
- 4.5 **Unemployment/unexpected taking up of employment**
If the insured person unexpectedly take up employment within the 30 days prior to the departure date or if the unexpected taking up of employment occurs during the travel period or else if the insured person through no fault of his/her own is made redundant before departure.
- 4.6 **Summons from the authorities**
If the insured person unexpectedly receives a summons to appear as a witness or as a juror in a court. The court dates must lie within the period of travel
- 4.7 **Theft of passport or identity card**
If the passport or the identity card of the insured person is stolen immediately before departure, making it impossible to start the trip. NB: Emergency passport offices are located at different airports.
- 4.8 **Postponement of the event Fête de Vignerons by the organiser**
- 1 If an event or event venue is postponed and the ticket is valid for the new date or venue and the entitled person cannot attend the postponed event due to the occurrence of an insured event.
 - 2 In addition to the insured events under 4.1.1 à 4.7, the following insured events apply to II A 4.8 provided they were already known at the time the postponement was announced:
 - Official summons: If the entitled person receives a summons to appear as a witness or member of the jury in court. The court date will inevitably prevent attendance at the event.
 - Military service and civil protection: If the entitled person cannot attend the event because of military service or civil protection duties.
 - Holidays: If the entitled person cannot attend the event because of a previously booked holiday.
 - Business event: If the entitled person cannot attend the event because of a scheduled business event.
 - Marriage: If the entitled person cannot attend the event due to a wedding invitation.
- 4.9 **Strikes**
If strikes (excluding strikes at hotels or by the organiser Fête de Vignerons) make the journey impossible.
- 4.10 **Danger at the destination**
If war, terror attacks or unrest of any kind at the destination place the insured person's life in danger and if an official Swiss entity (Federal Department of Foreign Affairs) advises against travel to the destination in question; if natural catastrophes at the destination place the insured person's life in danger.
- 5 Non-insured events and services (as a supplement to Clause I 5: Non-insured events and benefits)**
- 5.1 **Poor healing process**
If an illness or the consequences of an accident, an operation or medical treatment already exist at the time the travel package is booked or insurance is concluded and recovery is not complete by the date of travel. If recovery from the consequences of an operation/medical treatment already planned at the time the travel package is booked or insurance is concluded but not carried out until after that time is not complete by the date of travel.
- 5.2 **An insured event that has not been confirmed medically and verified by a doctor immediately before starting the trip.**
If an event specified under Clause II A 4.1 has not been confirmed medically and verified with a doctor's certificate mentioning the diagnosis immediately before starting the trip.
- 5.3 **Cancellation by the travel company**
If the travel company cannot fulfil the contractual benefits in full or in part, or cancels the trip, or has to cancel as a result of special circumstances, and reimburse the costs of benefits not provided on statutory grounds. Special circumstances which would lead to the trip being cancelled include advice from the Federal Department of Foreign Affairs (FDFA) not to travel to the affected area.
- 5.4 **Official directives**
If official directives make it impossible to carry out the booked trip according to plan.
- 5.5 **Cancellation costs are not insured if the circumstances point to the fact that the cancellation is the result of a psychological reaction to a health hazard, a terrorist act, an aircraft accident or a natural disaster, or is due to the fear of internal civil unrest, war, acts of terrorism or is a result of the fear of flying.**
- 5.6 **Cancellation of the event Fête de Vignerons by the organiser**
If the organiser is unable to fulfil its contractual services either fully or in part, cancels the event or has to cancel due to specific circumstances and is obliged, according to the relevant contractual and legal provisions, to pay compensation by way of reimbursement for those services not provided. Does not apply if the organiser postpones the event as described in II A 4.8.
- 6 Obligations in the event of loss/damage (as a supplement to Clause I 3: Obligations in the event of a claim)**
In order to claim benefits from AGA, the insured person or the person entitled to cover must cancel the booked trip with the travel company or the person who is renting immediately upon the occurrence of the insured event, and then notify AGA of the loss in writing (c.f. Clause I 10). The following documentation must be submitted:
- Confirmation of insurance cover
 - AGA claims form
 - Cancellation costs invoice
 - Booking confirmation
 - Documents or official papers that prove occurrence of the loss (e.g. detailed medical certificate with diagnosis, certificate from the employer, police report, etc.)