



Allianz  Assistance

General Terms and Conditions of Insurance ACS Cyber Protection

Edition 1 / 2022

Customer information under the Swiss Insurance Policies Act (IPA)

The following customer information gives a clear, concise overview of the identity of the insurer and the key content of the ACS Cyber Protection group insurance contract (art. 3 para. 3 of the Swiss Insurance Policies Act, IPA). The rights and obligations of an insured person on the one hand and of the insurer on the other are defined in the corresponding application and contract documents, the following ACS Cyber Protection General Terms and Conditions of Insurance and the IPA.

Who is the insurer?

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, with headquarters at Richtiplatz 1, 8304 Wallisellen. The insurer for the legal protection insurance components is CAP Rechtsschutz-Versicherungsgesellschaft AG, hereinafter referred to as CAP Rechtsschutz, with headquarters at Neue Winterthurerstrasse 88, 8304 Wallisellen.

Who is the policyholder?

The policyholder is the Automobil Club der Schweiz, ACS, with headquarters at Wasserwerkstrasse 39, 3011 Bern.

Which risks are insured and what is the scope of the cover?

The insured risks and the scope of the insurance cover and any restrictions are defined in the corresponding application and contract documents and in the following ACS Cyber Protection General Terms and Conditions of Insurance. The following is a summary of the various insurance components, which is provided for guidance:

- **Cyber legal protection**
Legal protection for computer and internet offences, infringement of personality rights and copyright infringement on the internet.
- **Infringement of personality rights on the internet**
Provision of an IT specialist to remove and/or delete defamatory content and assumption of the associated costs.
- **Online account protection**
Assumption of financial losses caused by the theft of personal data.
- **Online buyer protection**
Assumption of financial losses caused by the non-delivery, incorrect delivery or delivery of damaged online purchases.
- **Event ticket protection**
Cancellation costs for event tickets and entrance fees if the insured person cannot participate due to an insured event.

Who is insured?

On the basis of the group insurance contract concluded with the policyholder, Allianz Assistance provides insurance cover and a direct right to claim in connection with the insurance benefits to the ACS member specified in the application and referred to on the ACS membership card, together with all the people living in the same household or regularly returning to the household as weekly or weekend resident and the member's children who are minors and who do not live in the same household, provided that their place of residence under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein. The insured persons are specified in the corresponding application and contract documents and in these General Terms and Conditions of Insurance (GTC). The optional ACS Cyber Protection cover is only available in connection with a valid ACS

basic membership (Light, Classic, Classic & Travel, Travel, Premium).

Duration and geographical scope of the insurance cover

The insurance cover applies for the duration of the policy worldwide. Local restrictions in the special provisions for the individual insurance components and economic or trade sanctions or embargoes of the United Nations, the European Union, the United States of America or Switzerland that conflict with the insurance cover remain reserved.

What are the main exclusions?

The following list contains only the most important insurance cover exclusions. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

- **Legal protection** cover does not include disputes arising from acts of war, riots, infringements of neutrality, strikes, unrest of any kind, earthquakes, nuclear fission and fusion, ionising and non-ionising radiation, genetically modified organisms and nanotechnology.
- **Infringement of personality rights on the internet** cover does not include events related to non-digital media (print media, radio, television) or to journalists, journalism and/or publications.
- **Online account protection** cover does not include losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimisation data, a digital signature or genuine bearer securities or identity papers which were stolen or came into the possession of a third party or of which a third party had gained knowledge prior to the inception of the insurance cover.
- **Online buyer protection** cover does not include losses resulting from manufacturing faults and material defects, intrinsic decay and loss due to the natural properties of the goods.
- **Event ticket protection** cover does not include events of "poor healing progress", e.g. i.e. for illnesses or the consequences of an accident, an operation or a medical intervention that already existed at the time the ticket was purchased and had not healed by the date of the event.

What are the duties of the policyholder and insured persons?

The following list contains only the most common duties. Other duties are set out in the General Terms and Conditions of Insurance and the IPA:

- The insured person is obliged to do everything possible to mitigate and help resolve the claim.
- The insured person is obliged to fulfil their contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in article 12).
- In the case for the covers **Cyber Legal Protection, Infringement of personality rights on the internet and Online buyer protection** the insured event must be reported immediately to the Allianz Assistance emergency call centre and leave the organization of the measures to them. The call centre must approve any assistance measures and the payment of the costs involved.
- **Cyber legal protection:** In the case of cover for legal protection, the need for legal assistance must be reported as quickly as possible to **CAP Rechtsschutz, Grosskundenbetreuung, Postfach, 8010 Zurich, Telephone +41 58 358 09 09, E-mail: capoffice@cap.ch**.
- **Infringement of personality rights on the internet and Online buyer protection:** In the case of Infringement of personality rights on the internet and Online buyer protection insurance, the insured event must be

reported immediately to the Allianz Assistance emergency call centre. The call centre must approve any assistance measures and the payment of the costs involved. The Allianz Assistance emergency call centre is available 24 hours a day (calls to the emergency call centre are recorded): Tel. **+41 44 283 33 77**/Fax **+41 44 283 33 33**.

- If the entitled person is in breach of their duties, Allianz Assistance can withhold or reduce the benefits.

How much is the premium?

The amount of the premium is determined during the application process and specified in the corresponding application and contract documents.

When does the insurance begin and end?

The optional ACS Cyber Protection cover is only available in connection with a valid ACS basic membership (Light, Classic, Classic & Travel, Travel, Premium). The insurance begins when the optional ACS Cyber Protection cover is taken out, provided that both the premium for the ACS Cyber Protection cover and the ACS membership fee (Light, Classic, Travel, Classic & Travel or Premium) have been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the optional cover has not been terminated in writing (e.g. letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid.

Right of withdrawal

The insured person can withdraw from the group insurance contract within 14 days of joining it by informing the insurer in writing (e.g. letter or e-mail). There is no right of withdrawal in the case of the temporary approval of cover or of insurance cover that lasts for less than one month.

How does Allianz Assistance process data?

When processing personal data which is essential for insurance purposes, Allianz Assistance complies with the Swiss Data Protection Act (FADP). If necessary, Allianz Assistance will use the claims form to obtain the necessary consent from the insured person to their data being processed. The personal data processed by Allianz Assistance includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be shared with previous insurers and reinsurers within and outside Switzerland. Allianz Assistance also processes personal data in connection with product enhancements and for its own marketing purposes.

In order to enable Allianz Assistance to offer inexpensive, comprehensive insurance cover, some of Allianz Assistance's services are provided by legally independent companies both inside and outside Switzerland. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, Allianz Assistance must share data both inside and outside the group.

Allianz Assistance stores data electronically or physically in compliance with the legal provisions.

People whose data are processed by Allianz Assistance have the right, in accordance with the Data Protection Act (FADP), to obtain information about which of their data Allianz Assistance processes; they may also request the rectification of incorrect data.

Contact address

Allianz Assistance
Complaint Management
Richtiplatz 1
Postfach
8304 Wallisellen

Table of Benefits

Insurance components (Indemnity insurance)	Insurance benefits	Max. insured amount	
A Cyber legal protection	Legal protection for computer and internet offences, infringement of personality rights and copyright infringement.	per event	CHF 20'000.-
B Infringement of personality rights on the internet	Arrangement/assumption of costs for an IT specialist to remove/delete defamatory content.	per event	CHF 20'000.-
	Arrangement/assumption of costs for psychological support.	per event	CHF 3'000.-
C Online account protection	Financial losses caused by the theft of personal access data.	per event	CHF 20'000.-
D Online buyer protection	Financial losses caused by the non-delivery, incorrect delivery or delivery of damaged online purchases.	per event	CHF 20'000.-
E Event ticket protection	Assumption of cancellation costs for event tickets and entry fees. Limited to max. 3 events per membership and calendar year.	per event and person	CHF 300.-

General Terms and Conditions of Insurance (GTC)

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, grants the benefits agreed under the group insurance contract with the Automobil Club der Schweiz, ACS, and described in the General Terms and Conditions of Insurance (GTC). The provisions of the Swiss Insurance Policies Act (IPA) apply.

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I Common provisions for the insurance component

The common provisions for the insurance component apply only if the special provisions relating to the individual insurance component contain no provisions to the contrary.

1. Insured people

The ACS member referred to on the ACS membership card is insured, together with all the people living in the same household or regularly returning to the household as weekly or weekend residents and the member's children who are minors and who do not live in the same household, provided that the place of residence of the insured people under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein.

2. Geographical scope

Unless stipulated otherwise in the Special Provisions for the insurance components, the insurance is valid worldwide.

3. Beginning, duration and end of the insurance cover

The optional ACS Cyber Protection cover is only available in connection with a valid ACS basic membership (Light, Classic, Classic & Travel, Travel, Premium). The insurance begins when the optional ACS Cyber Protection cover is taken out, provided that both the premium for the ACS Cyber Protection cover and the ACS membership fee (Light, Classic, Travel, Classic & Travel or Premium) have been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the optional cover has not been terminated in writing (e.g. letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid. The insurance cover for the insured person lapses when the group insurance contract between Allianz Assistance and the ACS ends. The ACS has the right to exclude members with an above-average level of claims from the insurance cover. The member will be informed in writing one month in advance and has the right to terminate their ACS membership

on the exclusion date. Members of the ACS can be excluded from the insurance cover if they have reported serious material risks incorrectly or failed to disclose them (breach of the duty to report).

4. Duties in the event of a claim

4.1 The insured person is obliged to do everything possible to mitigate the loss and help resolve the claim.

4.2 The insured person is obliged to fulfil their contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in article I 12).

4.3 If the insured person is also able to claim from third parties any benefits that have been paid out by Allianz Assistance, the insured person must uphold these claims and cede them to Allianz Assistance.

4.4 In case of infringement of personality rights, the insured person must file a criminal complaint with the police.

4.5 Claim forms can be downloaded from: www.allianz-travel.ch/acs-schadenmeldung

4.6 If an insured event occurs, the Allianz Assistance emergency call centre must be informed immediately. Allianz Assistance must be informed truthfully and in full about the circumstances that could result in the obligation to pay benefits.

Cyber legal protection: In the case of cover for legal protection, the need for legal assistance must be reported as quickly as possible to **CAP Rechtsschutz, Grosskundenbetreuung, Postfach, 8010 Zurich, Telephone +41 58 358 09 09, E-mail: capoffice@cap.ch**.

Infringement of personality rights on the internet and Online buyer protection: In the case of Infringement of personality rights on the internet and Online buyer protection insurance, the insured event must be reported immediately to the Allianz Assistance emergency call centre. The call centre must approve any assistance measures and the payment of the costs involved. The Allianz Assistance emergency call centre is available 24 hours a day (calls to the emergency call centre are recorded): Tel. **+41 44 283 33 77**/Fax **+41 44 283 33 33**.

5. Breach of duties

If the entitled person is in breach of their duties, Allianz Assistance can withhold or reduce the benefits.

6. Non-insured events and benefits

In addition to the restrictions and exclusions listed in the special provisions relating to the individual insurance component, no insurance cover is provided for:

6.1 Losses that were intentionally caused by the insured person.

6.2 Losses that the insured person causes by or during the wilful exercise of an offence or crime, or the wilful attempt to exercise an offence or crime.

6.3 Insured events related to legal cases pending or resolved on inception of the insurance cover.

6.4 Insured events related to a professional activity.

7. Definitions

7.1 Computer and internet offences

Criminal acts as defined by the Swiss Criminal Code, committed via or by means of the internet (e.g. data theft, data corruption, data fraud on the internet).

7.2 Identity abuse

Misuse of personal data relating to a natural person by third parties without requisite legal authorisation.

7.3 Infringement of personality rights

Infringement of personality rights, as per Art. 28 et seq. of the Swiss Civil Code (CC) for insured persons subjected to defamation, libel or slander, evident to third parties, committed via electronic media on websites, forums, blogs or in social networks (e.g. cyber bullying or identity theft).

7.4 Mobile Devices

Electronic devices for mobile, network-independent data, voice and image communication and navigation which, due to their size and weight, can be carried without any major physical exertion and can therefore be used on the go. Mobile phones, tablets and notebooks are considered mobile devices within the meaning of these Insurance terms and conditions.

7.5 Serious consequences resulting from illness/accident

Illness or the consequences of an accident are considered severe if they result in a temporary or permanent inability to work or the inability to travel.

7.6 Epidemic

An infectious disease that is recognised as an epidemic by the World Health Organisation (WHO) or an official governmental authority in the country of residence or travel of the insured person.

7.7 Pandemic

An epidemic that is recognised as a pandemic by the World Health Organisation (WHO) or an official governmental authority in the country of residence or travel of the insured person.

7.8 Quarantine

Mandatory restriction of freedom (including imposed isolation) with the aim of preventing the spread of an infectious disease which the insured person or a person travelling with them was exposed to.

8. Multiple insurance and claims against third parties

8.1 In the event of (voluntary or mandatory) multiple insurance, Allianz Assistance provides its benefits in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In a case of this kind, the legal provisions concerning double insurance apply.

8.2 If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of the Allianz Assistance benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.

8.3 If Allianz Assistance provides benefits despite an existing subsidiary situation, these benefits are considered to be an advance and the insured person or beneficiary will cede their claims against the third party (voluntary or mandatory insurance) to Allianz Assistance to this extent.

8.4 If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim

is made against Allianz Assistance instead of the liable party, the insured or entitled person must cede their liability claims up to the extent of the compensation received from Allianz Assistance.

9. Limitation period

Claims under the insurance contract expire five years after the occurrence of the event that gives rise to the obligation to pay benefits.

10. Place of jurisdiction and applicable law

10.1 Cases against Allianz Assistance may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.

10.2 The Swiss Insurance Policies Act (IPA) applies in addition to these provisions.

11. Hierarchy of regulations

11.1 The special provisions relating to the individual insurance component take precedence over the common provisions for the insurance component.

11.2 In the event of linguistic differences between the French, Italian, English and German versions of the GTC, the German version will always apply if there is any doubt.

12. Contact address

Allianz Assistance
Richtiplatz 1
Postfach
8304 Wallisellen

info.ch@allianz.com

II Special provisions for the individual insurance components

A Cyber legal protection

1. Duration of cover

Insurance cover applies if the insured event occurs during the insurance period and the claim is reported to CAP within 6 months of the expiry of insurance cover.

2. Insured amount

The insured amount can be seen in the table of benefits.

3. Insurance benefits

The benefits outlined below will be provided exclusively in an insured event to the amount outlined in the table of benefits:

3.1 In addition to the representation of interests through its own legal service, CAP shall assume the following costs: Legal fees, legal costs (court costs and party compensation for the counterparty), expertise costs, mediation costs, travel costs to court proceedings and court-ordered inspections if the insured person's presence is absolutely necessary.

3.2 If a conflict of interests (representation of more than one insured party with opposing interests) arises or legal or administrative proceedings require the involvement of an external lawyer, the insured person may choose an adequately qualified lawyer at his/her own discretion. If CAP rejects the lawyer, the insured person may offer CAP a selection of three other lawyers from different practices to choose from.

4. Insured events

CAP provides insurance cover for the following areas:

4.1 Compensation claims if the insured person is subjected to a computer or internet-related offence. Insurance cover applies also for enforcing the following claims as part of criminal proceedings.

4.2 Claiming compensation if the insured person experiences copyright infringement on the internet in connection with personal websites or social networks.

4.3 Exercising the law as regards right of reply and/or removal of content (image, sound or text) in the internet if the insured person's privacy has been directly affected by a computer or internet-related offence.

5. Non-insured events and benefits (in addition to section I 6)

There is no insurance cover for the following insured events or risks:

5.1 Disputes between the insured person and his/her own legal protection insurer.

5.2 Disputes arising from acts of war, riots, infringements of neutrality, strikes, unrest of any kind, earthquakes, nuclear

fission and fusion, ionising and non-ionising radiation, genetically modified organisms and nanotechnology.

6. Duties in the event of a claim (in addition to section I 4)

If an insured event occurs, the Allianz Assistance emergency call centre must be informed immediately.

Cyber legal protection: In the case of cover for legal protection, the need for legal assistance must be reported as quickly as possible to **CAP Rechtsschutz, Grosskundenbetreuung, Postfach, 8010 Zurich, Telephone +41 58 358 09 09, E-mail: capoffice@cap.ch.**

The insured person must help clarify the circumstances. The insured person shall leave the case management entirely up to CAP. The insured person shall refrain from issuing mandates to lawyers, experts etc. initiating proceedings, resorting to any legal measures or concluding any settlements without prior authorisation from CAP. The insured person shall not agree on a fee with the lawyer instructed to represent him/her.

B Technical and psychological support in the event of an infringement of personality rights on the internet

1. Duration of cover

The insurer shall pay out insurance benefits if the insured event occurs during the insurance period.

2. Insured amount

The insured amount can be seen in the table of benefits.

3. Insurance benefits

In an insured event and in addition to the legal protection outlined under section II A above, the following technical and psychological support is available up to the amount of the insured sums specified in the table of benefits. This is subject to the loss event being processed in accordance with B6.

3.1 Provision of an IT specialist and assumption of costs for the removal/deletion or suppression (as far as possible) of defamatory online content about the insured person.

3.2 If required, a psychologist will be sourced and the cost covered of treating the insured person's stress and trauma resulting from the damage to his/her reputation. If the insured person feels obliged to move as a result of the insured event, the associated moving costs shall also be covered.

4. Insured events

Infringement of the insured person's personality rights by third parties in the internet, e.g. through social online media, is insured.

5. Non-insured events and benefits (in addition to section I 6)

There is no insurance cover for the following insured events or losses:

- 5.1 Risks not specified under section II B 4.
- 5.2 If the insurer has not given prior approval to the claims
- 5.3 If the insured person fails to submit a criminal complaint relating to violation of personality rights.
- 5.4 Insured events related to non-digital media (print media, radio, television).
- 5.5 Insured events related to journalists, journalism and/or publications.
- 5.6 Infringement of personality rights due to a former cohabiting partner or life partner.
- 5.7 Financial and consequential losses.

6. Duties in the event of a claim (in addition to section I 4)

6.1 In the event of an insured event taking place, the insured person must inform the insurer's switchboard without delay to be able to make use of the insurer's services and leave the organisation of such services to the insurer or obtain the insurer's approval for any insured services and the assumption of the associated costs.

Contact number: +41 44 283 33 77

6.2 The insurer must also be provided with the following documents in writing in the event of a claim:

- Claims form (can be downloaded from www.allianz-travel.ch/acs-schadenmeldung)
- Documents/receipts/details of the insured event
- Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim.

C Online account protection

1. Insured amount

The insured amount can be seen in the table of benefits.

2. Insurance benefits

Compensation to the amount outlined in the table of benefits is provided in an insured event.

3. Insured events

3.1 The insurance covers the insured person's financial loss caused by:

- unlawful access to a private Swiss postal/bank account held by the insured person,
- misapplication of a card held by the insured person,
- misapplication of a mobile device (e.g. smart phone or tablet) owned by the insured person, resulting from the online theft by third parties of the insured person's own access data.

3.2 Misapplication is when the third party is neither entitled nor commissioned or authorised to perform the action by the insured person.

3.3 Financial losses incurred by the insured person in an insured event due to legal or contractual provisions are covered.

4. Non-insured events (in addition to section I 6)

There is no insurance cover for the following losses:

4.1 Losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimisation data, a digital signature or genuine bearer securities or identity papers which were stolen or came into the possession of a third party or of which a third party had gained knowledge prior to the inception of the insurance cover.

4.2 Losses incurred by the insured person purely because he/she:

- failed to fulfil the disclosure requirements of the account-holding financial institution, card contracting partner, network provider or provider of other payment systems (immediate notification on discovering the theft/misuse);
- allowed the time period for reviewing and identifying an unauthorised payment to lapse without taking any action during that time.

4.3 Losses arising indirectly from misuse, e.g. lost profit or loss of interest.

4.4 Losses for which a liable company (account-holding financial institution, card contracting partner or network provider) has not abrogated liability in writing.

5. Duties in the event of a claim (in addition to section I 4)

5.1 The insured person must promptly submit a signed claims statement with all the required information in writing to be able to make use of the insurer's services in the event of an insured event taking place.

5.2 The theft of personal access data or suspicion of misuse must be reported without delay to the card contracting partner, network provider or provider of other payment systems. Access must be blocked immediately.

5.3 The theft of personal access data and suspicion of misuse/misapplication must be reported immediately to the nearest police station.

5.4 The insurer must be provided with the following documents in writing in the event of a claim (see section I 12):

- Claims form (can be downloaded from www.allianz-travel.ch/acs-schadenmeldung)
- Documents/receipts/details of the insured event
- Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim
- Written explanation of the financial loss from the relevant account-holding financial institution, card contracting partner, network provider or provider of other payment systems.

D Online buyer protection

1. Insured amount

The insured amount can be seen in the table of benefits.

2. Insurance benefits

2.1 Compensation exclusively to the amount outlined in the table of benefits is provided in an insured event.

2.2 Calculation of loss and compensation

2.2.1 Damage to insured items is calculated on the basis of their replacement value, minus the residual value.

2.2.2 The market price of an item of the same type and quality at time of payment is used to determine the replacement value and compared to the purchase price paid, whereby the lower value is definitive.

2.2.3 If damaged items are repairable, the loss is calculated on the basis of the repair costs or the costs for replacement parts plus any residual loss in value up to the extent of the replacement value.

2.2.4 In the case of goods belonging to a pair or set, the loss is calculated on the basis of the entire entity's replacement value minus the residual value, provided the items unaffected by the loss are useless on their own or the other half of the pair or remainder of the set cannot be purchased individually or partially.

2.2.5 The insurer may choose to provide replacement in kind or reimburse the price.

2.2.6 When compensating an item without deducting the residual value as per section II D 2.2.1, proprietary rights pertaining to the item in question transfer to the insurer when compensation is provided unless there is an agreement to the contrary.

3. Insured events

3.1 The insurance covers moveable items for private use purchased by the insured person via the internet (online) and which:

- are damaged or destroyed during transport by an unforeseen and sudden external influence between the time of the online purchase and completed delivery;
- go missing during transport by a carrier (dispatch);
- are not delivered or only partially delivered by the seller;
- do not correspond to the purchased item due to false declaration by the seller relating to one of the following assessment criteria:
 - condition, e.g. "new and unused" instead of "used" or "functional" instead of "no longer functional";
 - material, e.g. "real leather" instead of "artificial leather" or "solid wood" instead of "veneered wood";
 - product generation, e.g. "latest generation" instead of "first generation" or "PlayStation 4" instead of "PlayStation 3"
 - the completeness of a product, e.g. "complete chess set" instead of "chess set with one piece missing";
 - brand compliance, e.g. a purchased item that is not from the named manufacturer (this also applies if the item is confiscated at customs). However, the purchase with intent or conditional intent of forgery is not covered;
- are not taken back by the seller despite the valid use of the buyer's right of return/refund with the insured person not being refunded for the purchase price;
- are damaged or destroyed by an unforeseen and sudden outside influence or go missing while being returned to the seller due to the buyer exercising his/her right of return.

4. Non-insured events (in addition to section I 6)

There is no insurance cover for the following insured events, losses or items:

4.1 Losses resulting from normal wear and tear.

4.2 Losses resulting from manufacturing faults and material defects, intrinsic decay and loss due to the natural properties of the goods.

4.3 Insured events relating to a description open to interpretation or deviating from the status description of the purchased item relating to the extent of wear and tear and traces of usage or in relation to the packaging.

4.4 Cash, coins, medals, cheques, traveller's cheques, qualification certificates and/or admission tickets and all other securities.

4.5 Foodstuffs, animals, plants and motor vehicles.

4.6 Jewellery, watches, precious metals, precious stones and pearls.

5. Duties in the event of a claim (in addition to section I 4)

5.1 To be able to make use of the insurer's services, the insured person must report an insured event to the insurer within 72 hours from the occurrence of the event or from learning of the event and submit to the insurer a signed claims statement with all the required information in writing.

Contact number: +41 44 283 33 77

5.2 Damaged or wrongly delivered items must be kept available for the company and sent for assessing at the company's request at the entitled person's own expense until the claim is settled definitively.

5.3 The incident must be reported to the nearest police station at the company's request.

5.4 The insurer must also be provided with the following documents in writing in the event of a claim (see section I 12):

- Claims form (can be downloaded from www.allianz-travel.ch/acs-schadenmeldung);
- Documents/receipts/details of the insured event
- If applicable, criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim
- Original purchase receipt with details of the purchase price and date incl. time and confirmation of the order or mandate
- Proof that the item was sent (e.g. online confirmation of dispatch, confirmation of postal dispatch or similar)
- Other crucial information for determining the extent of the loss.

E Event ticket protection

1. Insured amount

1.1 The insured amount can be seen in the table of benefits

1.2 The benefits are limited to a maximum of three cases per membership and calendar year.

2. Duration of cover and geographical scope

The insurance cover applies to events worldwide. Insurance cover commences when the insured ticket is purchased and ends when the event concerned begins.

3. Insured tickets

The insurance covers event tickets and entrance tickets bought by an insured person for their own private use.

4. Insured benefits

Cancellation costs

If the insured person cannot attend the booked event due to an insured occurrence, Allianz Assistance will refund the contractually owed cancellation costs for the insured ticket to the event up to the agreed insured amount. The insured cancellation costs are calculated as the original full ticket price paid by the entitled person minus processing fees, e.g. delivery charge, payment handling fees, e-ticket fees or order fees.

5. Insured event

5.1 Serious illness, serious accident, death, complications of pregnancy

5.1.1 Serious illness (including being diagnosed with an epidemic or a pandemic disease such as e. g. COVID-19), serious accident, complications of pregnancy or the death provided the event in question occurred after the ticket was bought, to the following:

- the insured person;
- a person closely related to the insured person who booked the same event and cancelled;
- a person closely related to the insured person who does not attend the event.

If several people have booked the same event, it can be canceled by a maximum of six people.

5.1.2 For mental illness, insurance cover only applies if

- a psychiatrist confirms an inability to work and
- the inability to work is proved by providing a confirmation of absence from the employer.

5.1.3 Chronic illness is only covered by the insurance if attendance at the event had to be cancelled through a medically documented, unexpected, acute deterioration, provided that the claimant's state of health was stable at the time the ticket was bought.

5.2 Pregnancy

Pregnancy of the insured person or a person closely related to the insured person who booked the same event is only covered by the insurance if this occurred after the ticket was purchased and attendance at the event concerned would pose a risk to the unborn child.

5.3 Quarantine

If the insured person is quarantined before the event by order or other requirement of a government or public authority, based on their suspicion that the insured person, specifically, has been exposed to a contagious disease (including an epidemic or a pandemic disease such as e. g. COVID-19). This does not include any quarantine that applies generally or broadly to some or all of a population or geographical area, or that applies based on where the person is travelling from.

5.4 Delay or lack of public transport for the outward journey

If the visit to the event proved impossible due to the delayed arrival or cancellation of the public transport used to travel to the event (i.e. if admission was no longer possible or the event had already finished).

5.5 Failure of vehicle on the outward journey as a result of breakdown or accident

If the private vehicle or taxi used to travel to the event becomes unusable due to a breakdown or accident. Problems with keys and fuel are not insured.

5.6 Postponement of the event by the organiser

5.6.1 If an event or event venue is postponed and the ticket is valid for the new date or venue and the insured person cannot attend the postponed event due to the occurrence of an insured event.

5.6.2 In addition to the insured events under sections II E 5.1 – II E 5.5, the following insured events apply to section II E 5.6 provided they were already known at the time the postponement was announced:

- Official summons: If the insured 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 insured person cannot attend the event because of military service or civil protection duties.
- Holidays: If the insured person cannot attend the event because of a previously booked holiday.
- Business event: If the insured person cannot attend the event because of a scheduled business event.
- Marriage: If the insured person cannot attend the event due to a wedding invitation.

6. Non-insured events (in addition to section I 6)

6.1 If an illness or the consequences of an accident, an operation or a medical intervention had already occurred by the time the ticket was purchased and have failed to heal by the date of the event. If recovery is not yet complete, by the date of the event, from the consequences of an operation/medical intervention, which was already planned at the time the ticket was purchased but only performed after the purchase.

6.2 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 section II E 5.6.

6.3 An event is not insured if it has already occurred when the insured person entered into the insurance scheme or at the time the ticket is purchased or if its occurrence was foreseeable for the insured person when entering into the insurance scheme or at the time the ticket was purchased.

6.4 Events are not insured, which the insured person has triggered in the following ways:

- abuse of alcohol, drugs or medicines;
- suicide or attempted suicide;
- participation in strikes or unrest;
- participation in races, training sessions or other types of driving on race or training tracks;
- participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger;
- negligent or premeditated actions/or failure to act;
- committing or attempting to commit crimes or offences

6.5 The following events and their consequences are not insured: war, terror attacks, any type of unrest and incidents involving atomic, biological or chemical substances.

6.6 The consequences of events associated with official instructions, e.g. confiscation of assets, imprisonment, bans on leaving the country, airport/airspace closures, roadblocks, quarantine measures (except as expressly covered under section II D: Event ticket protection), police measures decrees etc., are not insured.

7. Duties in the event of a claim (in addition to section I 4)

The insurer must be provided with the following documents in writing in the event of a claim (see section I 12):

- Claims form (can be downloaded from www.allianz-travel.ch/acs-schadenmeldung)
- Documents and/or official attestations documenting the occurrence of the loss event (e.g. detailed medical certificate with diagnosis);
- tickets/order confirmation from the organiser.



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