



## **Hotel cancellation costs insurance**

### **1. General provisions**

Cancellation costs insurance is only valid when concluded within 8 days of receipt of the final booking confirmation. Further, the ability to travel of chronically mentally ill persons must be confirmed at the time of booking.

### **2. Insured persons, duration of the insurance**

The insurance covers the rightful holder of this certificate. Insurance coverage begins upon conclusion of the insurance and ends at the end of the hotel stay.

### **3. Insured events**

A The insurance provides insurance coverage when the insured person cannot begin his or her hotel stay (in a timely manner) or must interrupt or cease it prematurely following one of the events listed below:

- a) serious illness, serious injury, serious pregnancy complications or death of the insured person, a travel companion, a person who is not a travel companion but who is very close to the insured person, the representative at the place of work, making the insured person's presence there unavoidable;
- b) serious damage to the insured person's property at his place of residence, due to fire, natural elements, theft or water, making the insured person's presence at his place of residence unavoidable;
- c) failure or delay following technical defects of the licensed public transportation used for the trip;
- d) strike (except in the case of active participation) and unrest of all kinds outside of Switzerland and the Principality of Liechtenstein, quarantine, epidemics or natural events when these prevent the insured person from making the trip;
- e) unexpected start to a new employment or termination of the contract of employment by the employer of the insured person within the 30 days preceding arrival.

B If the person whose cancellation is caused by an insured event is neither related nor related by marriage to the insured person, there is no entitlement to benefits.

C If the insured person suffers from a chronic illness without the trip having seemed to be at risk at the time of booking, the insurance shall pay the insured costs if the hotel stay must be cancelled following the serious and acute aggravation of this illness or in case of death due to the chronic illness (§ 1 is reserved).

#### **4. Benefits**

When an insured event under § 3 occurs, the insurance covers:

A Cancellation:

Actual or contractual cancellation costs when the hotel stay could not be begun.

B Late arrival:

Additional costs for late arrival, up to CHF 3,000, when the hotel stay cannot begin at the intended time.

C Interruption:

The costs of a temporary return to the place of residence, up to CHF 3,000 (outward and return journey for 2 insured people maximum).

D End:

The proportionate costs of the hotel stay in case of its premature ending.

The benefits for A and D are limited by the total price of the original hotel booking; administrative costs are included in the insurance.

#### **5. Exclusions**

The following events are not insured:

A those that had already occurred or were recognisable or could have been diagnosed by a doctor during a hypothetical medical examination, at the time of the conclusion of the insurance or of the booking of the hotel stay.

§ 3 C is reserved;

B when the condition that caused the cancellation is a complication or a consequence of an operation that was already planned at the conclusion of the insurance or the booking of the hotel stay.

C in case of cancellation under § 3 A a) without a medical indication and when the medical certificate was not drawn up upon the first possible establishment of the inability to travel;

D if the event following the mental condition

- of a person who works as an employee cannot additionally be founded by the provision of a confirmation of absence from the employer for the duration of the inability to travel established by a doctor;

- of a person who is not an employee is not established and affirmed by a specialised psychiatric doctor;

E those resulting from an administrative decision or acts of war;

F those caused by intentional or seriously negligent acts or omissions on the part of an insured person;

G those resulting from drunkenness or the abuse of drugs or medicines;

H those resulting from the intentional or attempted perpetration of crimes or misdemeanours;

I those that occur following participation in competitions, races or rallies that require a licence, or in training therefor (except popular sports), as well as during risky acts when one intentionally incurs grave danger;

J those occurring during the driving of motorised vehicles without the driver's licence required by law or when the accompanying person required by law is absent;

K those caused by ionising radiation of any kind, in particular all those pertaining to atomic transmutation.

## **6. Claims against third parties**

If the insured person has claims for damages against other licensed insurers, the benefits covered by this insurer will only be paid in the proportion between these benefits and the total amount of benefits covered by all insurers.

## **7. Behaviour in case of insured event**

A The insured person must undertake everything to reduce and clarify the damages. Careful compliance with the obligations below in case of an event will aid in rapid claim processing.

B The accommodation provider or organiser must be informed immediately.

C Information requested must be provided immediately to the insurer and the insurance policy, booking confirmation or cancellation costs invoice and a detailed medical certificate or death certificate or other official affidavit must also be provided.

D In case of illness or accident, the insured person must release the doctors who treated him or her from their doctor-patient confidentiality towards the insurer.

E In case of culpable violation of the obligations in case of an insured event, the insurer is entitled to reduce the benefit by the amount by which appropriate behaviour would have reduced it.

F The insurer's obligation to pay benefits is null and void if intentionally false information is given or facts are omitted, even if the insurer suffers no damages therefrom.

## **8. Other legal provisions**

A Claims based on this insurance come under the statute of limitations two years after the occurrence of the insured event.

B Jurisdiction is at Wimmis, canton Bern, Switzerland.

C When evaluating whether travel to or through a country is reasonable because of strike, unrest, war, etc., the relevant recommendations of the Swiss Foreign Affairs Department are generally authoritative.

D Art. 97 et seq. and 264 Swiss Code of Obligations.