

# GENERAL TERMS AND CONDITIONS OF INSURANCE (AVB) E537

## INFORMATIONS FOR THE INSUREE

EUROPÄISCHE Reiseversicherungs AG with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (AVB).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying AVB.

The AVB and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case.

## 1 GENERAL PROVISIONS

### 1.1 Insured persons

The lawful holder of the Downhillcup insurance comprising the confirmation of participation and these AVB is insured.

### 1.2 General exclusions

The provisions of the Insurance Contracts Act VVG and Swiss law shall apply.

### 1.3 Claims on third parties

If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If a claim has been made to EUROPÄISCHE instead of to the liable party, the insured person must assign his civil liability claims to EUROPÄISCHE in an amount equivalent to its expenditure.

### 1.4 Further provisions

- A The place of jurisdiction for the claimant is his Swiss place of residence or the registered office of EUROPÄISCHE in Basel.
- B Benefits wrongfully obtained from EUROPÄISCHE shall be refunded to it, together with all resulting disbursements, within 30 days.

## 2 CANCELLATION COSTS

### 2.1 Special provisions, scope of application, period of application

The cancellation cost insurance is valid only if it is taken out in conjunction with the registration. The insurance cover applies worldwide and begins at the time when the definitive booking is made and ends 48 hours prior the start of the event (start signal).

### 2.2 Insured events

- A EUROPÄISCHE provides insurance cover if the insured person is unable to take part in the event by reason of any of the following occurrences, provided that such occurrence happened after the insurance was taken out:

- a) serious illness, serious injury, serious complication of pregnancy or death of the insured person, an accompanying person, a non-accompanying person who is very close to the insured person or his substitute at the workplace making the presence of the insured person at the workplace essential;
- b) severe damage to the property of the insured person at his place of residence by fire, storm, theft or water damage, so making his presence at home indispensable;
- c) failure or delay by technical fault of the licensed public means of transport to be used to reach the starting venue.
- B If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, EUROPÄISCHE shall pay the resulting insured costs if participation has to be cancelled because of a serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness (Section 2.1 is, however, reserved)

### 2.3 Insured benefits and compensation

EUROPÄISCHE reimburses the cancellation costs which are effectively incurred or are payable by contract if the insured person is unable to take part in the booked event because of an insured occurrence. The overall amount of this benefit is limited by the participation fee effectively paid.

### 2.4 Exclusions

Benefits are excluded:

- a) if the organizer cancels the event;
- b) if the condition which gave rise to the cancellation was a complication or a sequel of an operation that was already planned at the time when the insurance began;
- c) in the event of cancellation pursuant to Section 2.2 A a) without a medical indication.

### 2.5 Claims

- A The following documents must be submitted to EUROPÄISCHE:
- evidence of payment of the participation fee and of taking out the cancellation cost insurance (post, bank or credit card receipt),
  - a detailed medical certificate or a death certificate or other official attestation.
- B For information in connection with a claim, please contact the claims department of EUROPÄISCHE REISEVERSICHERUNGS AG, Steinengraben 28, P.O. box, CH-4003 Basel, tel. +41 61 275 27 27, fax +41 61 275 27 30, claims@erv.ch.
- C QualiRisk AG, CH-4410 Liestal, will also be happy to answer questions about cancellation cost insurance: Telephone +41 61 927 97 97, info@qualirisk.ch

EUROPÄISCHE REISEVERSICHERUNGS AG

