

## AirPlus Traveller's Accident Insurance

For the holders of an Account, a Virtual Card or Corporate Card with AirPlus

Policy Number: APAX1013CH

### Scope of Insurance

According to the insurance agreement concluded between TSM and AirPlus International AG, your account / your corporate card, with the coverage AirPlus Traveller's Accident Insurance, includes the insurance coverage as detailed below. This contract ends earliest on 31 December 2024.

You will find detailed explanations in the insurance conditions under the specified sections.

The "General Definitions regarding the General Insurance Information", the "General Insurance Information - TSM / AirPlus Special Conditions 2023", and "Bulletin on Data Processing".

#### A. Traveller's accident insurance optional for 30 days

up to	CHF	648.000,00	for full disability (additional benefit as of 70%)
up to	CHF	432.000,00	as a capital payment in case of disability
	CHF	432.000,00	in case of death

In the case of death a capital payment of CHF 27.000,00 applies to children up to 14 years of age.

#### Additional benefits due to accident

up to	CHF	108.000,00	return transport and repatriation costs that are due to the accident, that make sense from a medical point of view and have been prescribed by a physician
up to	CHF	27.000,00	for rescue costs
up to	CHF	27.000,00	for health resort cost assistance
up to	CHF	27.000,00	for cosmetic operations
up to	CHF	16.200,00	for emergency assistance in case of serious injury
up to	CHF	16.200,00	for building conversion costs
up to	CHF	5.400,00	for rehabilitation assistance
up to	CHF	5.400,00	for medical expenses during stays abroad
	CHF	540,00	for casts
per day	CHF	216,00	in case of criminal restriction of personal freedom caused by third parties (up to one year)
per day	CHF	216,00	in case of coma (up to two years)
per day	CHF	54,00	for hospital per diem with convalescence allowance

## General Definitions regarding the General Insurance Information

Translation from original German text.  
In case of any discrepancies, the original German wording will apply.

<u>Insurer:</u>	<p>TSM Compagnie d'Assurances , Rue Jaquet-Droz 43b 2301 La Chaux-de-Fonds , Switzerland (company number CHE-105.763.241)</p> <p>Telephone: +41 (0) 22 819 44 00 E-mail : <a href="mailto:sales@tsm-assistance.com">sales@tsm-assistance.com</a> E-mail: <a href="mailto:airplusENG@axa-travel-insurance.com">airplusENG@axa-travel-insurance.com</a></p> <p>- hereafter TSM, "we", "us" or "our" -</p>
<u>Policyholder:</u>	<p>AirPlus International AG Obstgartenstraße 27 8302 Kloten, Switzerland</p> <p>- hereafter AirPlus -</p>
<u>Insured person(s):</u>	<p>Insurance cover applies to the persons listed in the respective sections of the insurance conditions.</p> <p>- hereafter "you" or "your"</p>
<u>Corporate Card:</u>	<p>All Corporate Cards issued by AirPlus or its subsidiaries/affiliates or cooperation partners (currently: AirPlus Corporate Card Type 1,2, 3, AirPlus Supreme Card, and AirPlus Corporate Credit Card as well as associated Private Cards issued until 2021).</p> <p>- hereafter "Corporate Card" -</p>
<u>Company Account:</u>	<p>All central billing accounts issued by the policyholders or their subsidiaries or cooperation partners (currently: AirPlus Company Account, AirPlus Debit Account, MC Lodged Account).</p> <p>- hereafter "Account"</p>
<u>Virtual Card:</u>	<p>All Virtual Cards Classic issued by the policyholders or their subsidiaries or cooperation partners. The AirPlus Virtual Cards Classic is available in the versions single-use and multi-use. For the single-use version, a Virtual Card number can be used for a one-off payment. For the multi-use version, a virtual card number can be used for multiple payments with the same purpose of use.</p> <p>- hereafter "Virtual Card"</p>
<u>Travel Costs:</u>	<p>Travel costs include the costs directly related to the travel and can be paid with a Corporate Card or an Account or a Virtual Card. This includes the cost of transportation and the cost of accommodation (hotel, etc.). These costs must be paid to the account, the Virtual Card or the Corporate Card or the account, the Corporate Card or the Virtual Card must be deposited as cash. Not covered by the travel expenses as Costs of food, unless they are in the price fixed price included (for example, half board).</p>
<u>Means of Transport:</u>	<p>the transport of travel (plane, train, boat / ferry, distance buses or rental cars) and, where this is explained in the terms defined in the "conditions for the</p>

insurance coverage", the transport, which is used to the means of transport to reach or to move from transport to the destination.

Sharing Economy:

The insured person is able to borrow or rent assets owned by a third party through an officially authorised supplier. These include, for example, driving services and rental of accommodation.

Trip / Journey:

Any business or private journey worldwide that begins and ends during the period of cover. This does not include the regular route to the workplace (in terms of commuting), even if this is cross-border.

The insurance contract was concluded between us and AirPlus International AG in favour of the respective insured persons. The insured persons are entitled to exercise the rights from the contract. The respective insured person is responsible for complying with the conditions, and is also responsible for the consequences of non-compliance or non-fulfilment of the conditions.

## General Insurance Information - TSM/ AirPlus Special Conditions 2023

### 1. Identity of the insurer

TSM Compagnie d'Assurances ,  
Rue Jaquet-Droz 43b  
2301 La Chaux-de-Fonds ,  
Switzerland  
(company number CHE-105.763.241)

Telephone: +41 (0) 22 819 44 00  
E-mail : [sales@tsm-assistance.com](mailto:sales@tsm-assistance.com)  
E-mail: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

### 2. Address for service:

TSM Compagnie d'Assurances  
Rue Jaquet-Droz 43b,  
2301 La Chaux-de-Fonds

Telefon : +41 22 819 44 00  
E-Mail : [sales@tsm-assistance.com](mailto:sales@tsm-assistance.com)

For English:  
Telefon: +44 (0) 203 281 7210  
E-Mail: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

For German:  
Telefon: +49 (0)89 3803 5679  
E-Mail: [airplusDEU@axa-travel-insurance.com](mailto:airplusDEU@axa-travel-insurance.com)

For French:  
Telefon: +33 170 770 434  
E-Mail : [airplusFRA@axa-travel-insurance.com](mailto:airplusFRA@axa-travel-insurance.com)

For Italian:  
Telefon: +39 068 750 3255  
E-Mail: [airplusITA@axa-travel-insurance.com](mailto:airplusITA@axa-travel-insurance.com)

### 3. Primary business purpose:

The primary business consists of undertaking insurance transactions in the area of accident and non-life insurance.

### 4. Information regarding the existence of a guarantee fund

A guarantee fund is not prescribed by law.

### 5. Key insurance features

Insurance cover applies to worldwide travel, subject to the sanctions clause in item I.5.

#### Traveller's accident insurance optional for 30 days

up to	CHF	648.000,00	for full disability (additional benefit as of 70%)
up to	CHF	432.000,00	as a capital payment in case of disability
	CHF	432.000,00	in case of death

In the case of death a capital payment of CHF 27.000,00 applies to children up to 14 years of age.

#### Additional benefits due to accident

up to	CHF	108.000,00	return transport and repatriation costs that are due to the accident, that make sense from a medical point of view and have been prescribed by a physician
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up to	CHF	27.000,00	for health resort cost assistance
up to	CHF	27.000,00	for cosmetic operations

up to	CHF	16.200,00	for emergency assistance in case of serious injury
up to	CHF	16.200,00	for building conversion costs
up to	CHF	5.400,00	for rehabilitation assistance
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	CHF	540,00	for casts
per day	CHF	216,00	in case of criminal restriction of personal freedom caused by third parties (up to one year)
per day	CHF	216,00	in case of coma (up to two years)
per day	CHF	54,00	for hospital per diem with convalescence allowance

#### 6. Total price of insurance and costs

With respect to the insured persons themselves, no separate insurance premiums are payable to TSM for insurance benefits that are included in credit or client cards.

#### 7. Payment, fulfilment and payment method of premium

With respect to the insured persons, these insurance conditions do not give rise to any provisions regarding payment, fulfilment and payment method of the premium to TSM.

#### 8. Start and end of insurance coverage / Additional liability

Insurance cover for the insured persons begins with the purchase or availability of the credit card which includes the insurance benefits outlined herein.

Provisions that deviate from the above (e.g. activation of insurance cover by using the card) are described below.

Insurance cover lapses on the day on which the Corporate Card, the Virtual Card or the Account is no longer valid, or on the date on which the insurance cover is cancelled, or on the date on which the master insurance contract ends.

However, insurance cover will be granted beyond the expiry date with regard to services that have been paid prior to this date using the Corporate Card, the Virtual Card or the Account, and that fall under the insurance cover of this contract.

In the event of changes to the cover scope pursuant to these insurance conditions, the insured person will be informed by the insurer via AirPlus.

#### 9. Right of withdrawal

The insured person does not have a separate right of withdrawal with regard to the insurance benefits included in the client or credit cards.

The respective provisions of the relevant client or credit card apply.

#### 10. Place of jurisdiction and applicable law

With regard to lawsuits against TSM from the insurance contract, court jurisdiction is determined by the domicile of TSM represented by AXA Assistance. The court in whose district your permanent place of residence is located or, in the absence of such, the district in which you have your customary place of residence, shall also have local jurisdiction. If the lawsuit is directed against a natural person, lawsuits from the insurance contract must be filed against the natural person at the court that has jurisdiction over the person's permanent place of residence or, in the absence of such, the location of the person's customary place of residence. If the lawsuit is directed against a legal entity, the court with jurisdiction shall be determined by the entity's domicile or office.

If the natural person moves his permanent place of residence to a country outside of Germany, or their permanent or customary place of residence is not known at the time the suit is filed, then solely the court in whose district TSM's domicile is located shall have jurisdiction for lawsuits from the insurance contract and the insurance brokerage.

This contract is subject to German law.

#### 11. Contract language

During the term of the contract, all communication will be conducted in German. Information on claims and assistance services can also be provided in English.

The supervisory authorities in charge of complaints are as follows:

Swiss Financial Market Supervisory Authority FINMA  
Laupenstrasse 27  
CH-3003 Bern  
Telefon: +41 31 327 91 00  
Fax: +41 31 327 91 01  
E-Mail: info@finma.ch

**12. Out-of-court complaint and legal remedy process (ombudsman process)**

In the event the insured person does not agree with our decision, there is the option of reaching an out-of-court settlement by involving the services of a neutral ombudsman.

The ombudsman for insurance is an independent arbitration office that works on behalf of consumers and small business operators; its services are available free of charge. However, the ombudsman may not be involved for the purpose of arbitration proceedings until the insured person has first provided us with an opportunity to review our decision.

The insurance ombudsman can be reached as follows:  
OMBUDSMAN OF PRIVATE INSURANCE AND OF SUVA  
CHEMIN DES TROIS-ROIS 5BIS  
POSTFACH 5843, CH-1002 LAUSANNE

TEL.: +41(0)213175271,  
FAX: +41(0)213175270

Email : [OMBUDSMAN@AVOCATS-CH.CH](mailto:OMBUDSMAN@AVOCATS-CH.CH)

## TSM/AirPlus Special Conditions 2023

### I. General provisions

#### 1. What is the legal relationship between the persons involved in the contract?

- 1.1. If the insurance policy has been concluded for the benefit of third parties, it is the insured person who is entitled to exercise the rights from the contract.
- 1.2. All provisions that apply to the insured person must be applied accordingly to their legal successors and other claimants.
- 1.3. Insurance claims cannot be transferred or pledged before the due date without our consent.

#### 2. When do claims from the insurance contract expire?

- 2.1. Once a claim from the insurance contract has been registered with us, the statute of limitations is suspended from the date of registration to the date on which you receive our decision in text form.

#### 3. Prerequisites for insurance cover

A general prerequisite for insurance cover is that this insurance cover was obtained for the Account, the Virtual Card or the Corporate Card, and all of the travel costs were paid with the Account, the Virtual Card or the Corporate Card.

Regardless of card use, insurance cover applies to transport accident protection for the company car, for medically meaningful and physician-ordered return transport of repatriation due to an accident, and the travel health insurance policy.

In the event payment cannot be made with the Account, the Virtual Card or Corporate Card before the start of travel, the insurance cover is also activated if the relevant card is filed as a payment method in a booking or reservation system prior to travel, and billing is in fact processed through this card. In the case of death, insurance cover can be activated as long as the relevant card has been filed with a booking or reservation system.

#### 4. Provisions for travellers with Corporate Card and simultaneous Account or Virtual Card

In the event of the simultaneous existence of both an Account with insurance cover, a Virtual Card with insurance cover and a Corporate Card with insurance cover, the total insurance cover that applies to the Account, the Virtual Card and Corporate Card including all agreed benefits is activated by the use of one of the cards.

Regardless of card use, insurance cover applies to transport accident protection for the company car, for medically meaningful and physician-ordered return transport of repatriation due to an accident, and the travel health insurance policy.

Compensation benefits are always paid out of the contract that is most advantageous for the claimant. There is no addition of similar insurance benefits from multiple contracts under this master contract.

#### 5. General exclusions

##### a) Sanction Exclusions

We do not provide any insurance cover, as long as it is prohibited by applicable statutory provisions under German and / or EU law. Applicable statutory provisions are:

- Foreign Trade Law AWG
- Foreign Trade Ordinance AWW
- Regulations of the European Union, such as Regulation EU 961/2010

Information on the relevant sanctions of the government authorities can also be found on the following website: [https://www.eeas.europa.eu/eeas/european-union-sanctions\\_en](https://www.eeas.europa.eu/eeas/european-union-sanctions_en)

##### b) Travel Warning

Your travel to a country or specific area or event to which a government agency in the country of residence (the location of the registered office of the company where the traveling person is employed) or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations. If you travel to a country under embargo or where a government agency has issued a travel warning at the time of the beginning of the journey, the insurer will make no payment of any expenses and will only assist with arrangements if another form of payment is made for the services.

However, insurance cover is provided and service is offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover expires at the end of the seventh day after the travel warning was issued.

## 6. Exercising rights / beneficiaries

The insurance policy has been concluded in favour of the insured person.  
In the case of a claim, rights may be exercised by the insured person, and by his heirs in the case of death.

The individual insured persons are entitled to receive benefits.  
In the case of death, the death benefit goes to the estate of the deceased.

Claims by the insured person or his heir on the occasion of a claim are asserted by the same immediately and directly to the insurer without the consent of the policyholder.

The insurer hereby waives the option granted to him under sec. 35 VVG (German Insurance Act) to offset claims by the insured person from the insurance contract against due premium receivables and/or other claims to which he is entitled from the insurance contract.

## 7. Limitation of insurance benefits (cumulative)

The maximum benefit offered by us for all Accounts, Virtual Cards and Corporate Cards as a result of a damage event is CHF 100,000,000.00. If this amount is exceeded, the insurance benefits of all insured persons who are involved in the accident will be reduced by the corresponding amount.

## 8. Changes to the contract

In the event AirPlus and insurer agree to changes to the contract, these shall apply as of the effective date for already issued and newly added Accounts, Virtual Cards and Corporate Cards that offer insurance cover under this contract.

## 9. Secondary liability

Compensation benefits are always paid out of the contract that is most advantageous for the claimant.

### a) Secondary liability vis-a-vis third parties

If the insured person has a claim to benefits vis-a-vis a third party, the insurer is only required to provide payments for expenses that exceed the third party's payments.

The insurer does not provide compensation insofar as a benefit from another insurance contract can be claimed for the damages.

This provision does not include death and disability benefits under the transport and traveller's accident insurance.

### b) Secondary liability with several simultaneous AirPlus accident contracts

The amounts insured from the framework agreement between AirPlus and the insurer are approved either from the transport accident or traveller's accident insurance policy.

Compensation benefits are always paid out of the contract that is most advantageous for the claimant. There is no addition of equivalent insurance benefits from multiple contracts under the AirPlus master contract.

## 10. Payments in foreign currency

Costs incurred in foreign currency that are paid with a Corporate Card or a Virtual Card will be reimbursed in CHF according to the charges on the credit card account.

If the costs in foreign currency were not paid with a Corporate Card or a Virtual Card, amounts will be converted into CHF at the European Central Bank rate for the day on which the receipts are received by the insurer. If required, the CHF amount can also be made available in the foreign country in foreign currency - converted at the rate on the transfer date.

## 11. Submitting a claim

For claims or questions regarding the insurance cover you can reach our experts 9am - 5pm MEZ on +44 (0) 203 281 7210. In case of emergency you can reach assistance at the same number 24/7.

To submit a claim when back in your country of residence please call the claims department on +44 (0) 203 281 7210 (Monday - Friday 9:00 - 17:00) to obtain a claim form. You will need to give:

- your name
- your policy number (see page 1 of this document)
- brief details of your claim.

We ask that you notify us within 28 days of you becoming aware of needing to make a claim (unless otherwise stated) and return the completed claim form with any additional requested documentation as soon as possible. Please complete and return the claim form provided by AXA with all necessary documentation to the following address: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

Do not forget to state your claim number in the header if you already have one.



From 1 January 2024, you will have the option of submitting this information online. Scan this QR code or follow the link: <https://airplus.claims.axa.travel/>



It is recommended to keep a copy of all documents sent to us.

**12. What are the consequences of failure to comply with the obligations?**

You will lose your insurance cover if you intentionally breach one of the obligations listed below under II Insurance benefits. In the case of a grossly negligent breach of an obligation, we are entitled to reduce our benefits by the amount that corresponds with the severity of fault. Both of the above only apply if we have advised you of these legal consequences via a separate notification in text form.

Insurance cover will be maintained if you are able to prove that you did not breach the obligation in a grossly negligent manner.

Insurance cover will also be maintained if you are able to prove that the breach of the obligation was not a cause for the occurrence or determination of the insured event, or for the determination or the scope of the benefit. This does not apply if you have fraudulently breached the obligation.

## II. INSURANCE BENEFITS

### A. Transport and Traveller's Accident Insurance

#### A.1 Explanations regarding transport accident insurance

Not included

#### A.2 Explanations regarding Traveller's Accident Insurance (24-hour cover)

##### 1. Insured persons

###### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

###### **Virtual Card**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

###### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,
- on business and private travel.
- Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

###### **AirPlus Corporate Card (CoCa Daimler)**

The insured person is the owner of a valid AirPlus corporate card with insurance cover, which has been issued by the policyholder in his name.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### 2. Prerequisites for insurance cover

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets / boat tickets
- long-distance buses or
- all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)

have been paid with an Account, a Virtual Card or Corporate Card that provides insurance cover (contract in favour of third parties).

##### 3. Scope of insurance cover

Insurance cover is provided regardless of other existing accident insurance policies. However, insurance benefits from multiple insurance contracts under the master contract are not added together.

###### 1. As a guest on flights with an aircraft authorised for air travel, as a traveller using the train or ferries or long-distance buses

Insurance cover begins when the person enters the airport grounds/train station/ferry port, extends over the entire duration of the trip (up to 30 days), and ends following the arrival of the return flight/train or ferry upon departure of the airport grounds/train station/ferry port.

Where modes of transport are used for the direct trip to their airport/train station/ferry ports before the intended departure, insurance cover already begins at the time the person accesses the mode of transport. Insurance cover ends when the person leaves the mode of transport that is used after the arrival of the return flight/train or ferry. Accidents during the course of replacement transport provided by a transport company due to bad weather or for technical reasons are also co-insured in the same manner.

If the time period between two flights that are booked on one ticket exceeds 30 days, then insurance cover ends 30 days after the departing flight at midnight. For onward or return flights still booked with the ticket, insurance cover only applies during the flight.

Where only one flight or one way trip is booked via an airline, train or ship ticket, insurance cover ends after the arrival of the transport mode and upon exit of the last means of conveyance.

the following applies to railway passes:

Insurance cover also applies to trips undertaken with railway passes, as long as the pass was paid for with an insured Account, a Virtual Card or a Corporate Card.

2. As a participant in all-inclusive travel

Bundling of at least two travel services, if at least one insured mode of transport is included in the package) Insurance cover applies accordingly to the services included in the all-inclusive trip.

The following also applies to Corporate Card holders

3. As a Corporate Card holder entitled to a company car

In the absence of insurance cover pursuant to items 1. -2., insurance cover is granted to the card holder during business travel with the company car as a driver or passenger of that vehicle. Insurance cover applies from the point of entry to exit from the vehicle barring short stops.

Card holders entitled to a company car are persons to whom a company car is permanently provided for use. The term "company car" includes all passenger cars/estate cars purchased or leased by the AirPlus corporate client and/or licensed to the AirPlus corporate client for the aforementioned group of persons, whereby these vehicles are used solely for the purpose of transporting persons.

This insurance cover exists regardless of card use.

Insurance cover at the aforementioned scope is also provided to the card holder entitled to a company car when he uses a replacement vehicle for business purposes, which does not fall under the definition of "company car", insofar as he provides evidence in the case of a claim that the company car was temporary unsuitable for driving, which necessitated the use of a replacement vehicle.

Insofar as several card holders entitled to a company car, who receive insurance cover when using the company car, jointly undertake business travel with a company car, the insurance sums under this contract will be available to each person.

Insurance cover does not extend to daily travel to and from the permanent place of residence and permanent place of employment.

## A.3 Additional benefits due to accident

### Medical return and repatriation costs

#### 1. Insured persons

##### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### **Virtual Card**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### **AirPlus Corporate Card (CoCa Daimler)**

The insured person is the owner of a valid AirPlus corporate card with insurance cover, which has been issued by the policyholder in his name.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

## **2. Prerequisites for insurance cover**

Benefits for medically meaningful and physician-ordered return transport or repatriation due to an accident will be provided regardless of card use.

## **3. Scope of insurance cover**

Insurance cover applies to medically meaningful and physician-ordered return transport or repatriation due to an accident by plane or another suitable transport method from a domestic location and from abroad to a suitable hospital that is located at the residence of the insured person.

In the case of death, the insured person will be repatriated to the last place of residence.

In the event insurance cover is available from another insurer/funding agency with regard to the aforementioned costs, then that insurer/funding agency takes precedence with regard to the obligation to pay benefits. Insofar as another insurer/funding agency is involved, reimbursement claims from this contract may only be asserted for the remaining costs up to the amount insured. Where another insurer/funding agency disputes its service obligation, the insured person may call us directly.

All other accident-related additional services arise from the following provisions of the "General Accident Insurance Conditions regarding Transport and Traveller's Accident Insurance".

## **A.4 General Accident Insurance Conditions regarding Transport and Traveller's Accident Insurance**

### **1 What is insured?**

1.1 We offer insurance cover for accidents incurred by the insured person during the validity of the contract.

1.2 An accident occurs if the insured person involuntarily suffers from injuries as a result of a sudden external event that affects the body (accident event).

1.3 An accident has also occurred if increased use of force leads to the following with regard to the limbs or the spine

- dislocation of joints, or

- pulled or torn muscles, tendons, ligaments or capsules.

and

- death by drowning or suffocation under water,

- injuries typically associated with diving (Caisson disease, ear drum damage) without being able to determine an accident event,

- if the insured person suffers a health injury during lawful defence activities or efforts to save lives or objects.

1.4 Injuries caused by extreme weather effects (frost, sun etc.) as a result of an insured accident event in terms of 1.2 are deemed to be co-insured.

1.5 Insurance cover applies to life-savers during efforts to save an insured person. Insurance sums for the event of death and disability are CHF 27,000.00 and CHF 27,000.00 respectively.

Insurance cover only applies to the extent that the life-saver is not already an otherwise insured person within the limits of this insurance contract.

### **1.6 Rescue costs**

1.6.1 If the insured person has suffered from an accident in terms of 1.2-1.5, the insurer will reimburse required costs up to a maximum of CHF 27,000.00 for the following:

- a) search, rescue or recovery missions by public or privately organised rescue services, insofar as fees are usually charged for such services;

- b) transport of the injured person to the nearest hospital or a special clinic, if such transport is deemed medically necessary and has been prescribed by a physician;

- c) additional expenses for the return of the injured person to his permanent place of residence, insofar as the additional costs are due to physician's orders or were unavoidable based on the type of injury;

- d) Transport to last permanent residence in case of death. In the case of a death abroad as a result of an accident, optionally costs for burial abroad instead of transport to place of residence.

- e) in the case of an accident abroad, additional return trip or accommodations costs for minors and the partner of the insured person, who were also travelling with him.

1.6.2 The insurer is also liable to provide compensation if the insured person is responsible for costs as per 1.6.1. a) even though he has not suffered an accident, but an accident was imminent or could be surmised based on the concrete circumstances of the case.

1.6.3 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from us for reimbursement. Where another party required to pay compensation disputes their obligation, you may call on us directly.

## **1.7 Rehabilitation assistance**

### **1.7.1 Prerequisites for benefits**

1.7.1.1 The insured person has undergone medically necessary rehabilitation

- after an accident that falls under the contract
- as a result of health problems or their effects which were caused by the accident event
- within three years (calculated from the accident date)
- for a continuous time period of at least three weeks.

These requirements are verified by the insured person by submission of a doctor's discharge report and approval documents for the rehabilitation measure by the pension insurance agency, statutory or private health insurance of the social security or pension office.

1.7.1.2 Day-patient rehabilitation measures during which the insured person receives a treatment programme similar to that received by inpatient patients (with the exception of overnight stays) are also insured.

1.7.1.3 No insurance cover exists for the following:

- Intensive rehabilitation follow-up (IRENA),
- subsequent treatment (AHB) after a hospital stay,
- subsequent inpatient treatment through the employer's liability insurance association (BGSW),
- other inpatient treatments for which hospital per diems (from an accident or health insurance policy) are received from us or another company.

### **1.7.1.4 Amount of benefit**

1.7.2.1 The maximum amount of rehabilitation assistance paid is CHF 5,400.00 per accident.

## **1.8 Health resort cost assistance**

1.8.1 Following an accident in terms of 1.2, the insurer pays health resort assistance of up to CHF 27,000.00, if the following conditions are met:

1.8.2 According to the most recent doctor's certificate, a disability can be expected or has already occurred. The medical necessity of a health resort stay and the connection with the accident must be verified by a doctor's certificate.

1.8.3 The assistance is used for a stay at a health resort for a minimum period of three weeks within 3 years of the accident date, and the stay has a causal connection to the effects of the accident.

1.8.4 Any other benefit claims must have been exhausted before this insurance can be utilised;

## **1.9 Cosmetic operations**

1.9.1 The insurer will pay the costs for cosmetic operations after an accident in terms of 1.2, up to a maximum of CHF 27,000.00.

1.9.2 Where the accident injuries of the insured person require a cosmetic operation following the completion of the treatment, the insurer will assume the costs hereby incurred.

- Doctor's fees
  - Other costs related to the cosmetic operation
  - Costs for accommodations and meals in the clinic (but not for additional food and beverages).
- Dental treatment and dental replacement costs are only assumed to the extent that the injury consists of the loss of or damages to incisors or eye teeth as a result of an accident.

1.9.3 *Unless agreed differently, the following applies:*

The operation and clinical treatment of the insured person must be completed by the end of the third year after the accident. If the insured person was not 18 years of age at the time the accident occurred, costs will also be reimbursed if the operation and clinical treatment are not implemented within this time period but before the insured person reaches 21 years of age.

1.9.4 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from us for reimbursement. Where another party required to pay compensation disputes their obligation, the insured person may call on the insurer directly.

## **1.10 Emergency assistance for serious injuries**

### **1.10.1 Prerequisites for benefits**

As a result of the accident in terms of 1.2, the insured person has suffered one of the following serious injuries, and has submitted a claim for these injuries to the insurer within six months of the accident by submission of a doctor's certificate:

1.10.1.1 Paraplegia following an injury to the spinal chord

1.10.1.2 Amputation of at minimum the entire foot or entire hand

1.10.1.3 Head/brain injury with unquestionable contusion or cerebral haemorrhage

1.10.1.4 Serious multiple injuries / poly trauma

1.10.1.4.1 Fracture on two long bones (combination of upper/lower arm, upper/lower thigh)

1.10.1.4.2 Damages to two internal organs which lead to the destruction of tissue

1.10.1.4.3 Combination of at least two of the following injuries:

- Fracture of one long bone
- Pelvic fracture
- Fracture of one or more vertebra
- Damages to an internal organ that results in the destruction of tissue

1.10.1.4 Second or third degree burns of more than 30% of the body's surface.

1.10.1.5 Blindness or serious visual impairment of both eyes; in the case of visual impairments, visual capacity is no more than five percent.

1.10.2 There is no claim for emergency assistance if the insured person dies within two months of the accident date.

### **1.10.3 Type and amount of benefit**

1.10.3.1 The insured person receives one-time emergency assistance of 5% of the basic amount insured for the disability, but no more than CHF 16,200.00 if serious injuries in terms of 1.10.1 have occurred as a result of an accident that falls under the insurance policy.

1.10.3.2 Emergency assistance due to an accident is only provided once, regardless of how many injuries the insured person suffers.

## **1.11 Coma benefit**

If the insured person falls into a coma as a result of an accident, a daily rate of CHF 216.00 will be paid for this condition up to a period of two years.

## **1.12 Conversion costs**

### **1.12.1 Prerequisites for benefits:**

1.12.1.1 The insured person's physical or mental capabilities have been permanently impaired as a result of an accident insured under this contract (disability).

Because of this disability, the insured person is not able to pursue his occupation without restrictions, or lead a normal life without restrictions.

The conversion of a workplace makes it possible to resume work activities either in full or in part, or makes it easier to live a normal life.

1.12.1.2 A claim for conversion costs is submitted to the insurer within two years after the accident.

1.12.1.3 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from the insurer for reimbursement. Where another party required to pay compensation disputes their obligation, you may call on us directly.

### **1.12.2 Type and amount of benefit**

1.12.2.1 The insurer will reimburse a total of CHF 16,200.00 of verified costs for the conversion of the workplace, or for the cases set out in 1.12.2.2 and 1.12.2.3.

The workplace is the location at which the insured person performed his work duties most of the time prior to the accident.

Therefore the following costs (up to a maximum of CHF 16,200.00) will be reimbursed for the conversion

- of office furniture
- of an office (e.g. widening of doors)
- of a building (e.g. ramps, elevators)
- of toilets
- of equipment
- a passenger car or truck
- other facilities

or, to the extent that the workplace does not have to be converted, 80% of costs (max. CHF 16,200.00) for the disability-appropriate redevelopment of the home (e.g. installation of ramps, emergency call system, redevelopment of kitchen and bath).

1.12.2.2 Where a conversion is more expensive than a replacement, costs for replacements will be reimbursed.

1.12.2.3 In the event the insured person together with his employer decide that a new workplace will be set up instead of converting the former workplace, these costs will also be covered.

Costs for relocation to accessible housing will be covered if it is not possible to convert the home of the insured person.

Where it is not necessary to convert a workplace or home or move to accessible housing, but the private passenger car of the insured person must be retrofitted, such costs will also be covered.

1.12.3 Costs may only be submitted either for conversion costs or the new set-up of a workplace or conversion costs for the home or moving costs to accessible housing or the conversion of a passenger car. Individual items may not be combined.

## **1.13 Treatment costs for international stays**

### **1.13.1 Prerequisites for benefits**

The insured person has suffered an accident during a stay abroad that does not exceed one year. The treatment of the effects of this accident has resulted in costs that have not been paid by a private or public health insurance company.

### **1.13.2 Type and amount of benefit**

The maximum reimbursement is CHF 5,400.00 as of an amount of CHF 54.00 for each claim for verified

- doctor's fees
- other operation costs
- required costs for accommodations and meals in the hospital, but not for additional food and beverages
- medication
- artificial limbs
- bandages

## **1.14 Cast allowance**

### **1.14.1 Prerequisites for benefits:**

As a result of the accident, the insured person has worn a cast on the instructions of a doctor for more than 21 days.

### **1.4.2 Amount and duration of benefits**

A cast allowance of CHF 540.00 is paid once for each accident.

## **1.15 Missing persons**

Where an insured person has gone missing, a claim exists for benefits according to the sum insured for the event of a death.

The insurer is only obliged to provide benefits if the insured person has been declared dead as part of a public notice procedure, the person has been publicly declared as missing, and a certificate has been provided. If the insured person has survived the period during which they went missing, the benefits that have been paid must be repaid.

## **1.16 Criminal restriction of personal freedom caused by third parties**

### **1.16.1 Prerequisites for benefits:**

The insured person has suffered physical or mental damages as a result of a criminal restriction of his personal freedom, which was caused by third parties.

**1.16.2 Type and amount of benefit**

A reimbursement of CHF 216.00 per day is provided for a maximum of one year.

**2 Additionally arranged benefit types**

**2.1 Disability benefits**

**2.1.1 Prerequisites for benefits**

2.1.1.1 The insured person's physical or mental capacities have been permanently impaired as a result of the accident (disability).

The disability

- has occurred within 18 months of the accident and
- has been diagnosed by a physician in writing within 24 months of the accident, and the insured person has submitted a claim to us. This time period is deemed to have been adhered to when a physician has been commissioned to provide the necessary information in a timely manner, even if he does not provide his information by the required date.

2.1.1.2 There is no entitlement to disability benefits if the insured person dies one year after the accident as a result of the accident.

**2.1.2 Type and amount of benefit**

2.1.2.1 The disability benefit is paid as a capital amount.

2.1.2.2 The amount insured and the degree of disability as a result of the accident form the basis for calculating the benefit.

2.1.2.2.1 The following disability levels apply to the loss or failure to function with respect to the limbs and sensory organs listed below:

Arm or hand	100 %
Thumb	30 %
Index finger	20 %
Other finger	15 %
Leg or foot	100 %
Large toe	15 %
Other toe	5 %
Lower jaw due to surgical intervention	30 %
Eye *)	100 %
Hearing in one ear	40%
Hearing in one ear if hearing in the other ear was already lost at the time of the accident	70%
Hearing in both ears	100 %
Sense of smell	20%
Sense of taste	20%
Speech	100%
Sterility (men)	30%
Ability to conceive or become pregnant for women up to 40 years of age	30%

In the case of partial loss or incapacity, the corresponding portion of each percentage rate applies.

\*) total and permanent loss of sight

- in both eyes, if the insured person is added to the blind register based on the diagnosis of a qualified ophthalmologist, or
- in one eye if vision remains below 3/60 pursuant to the Snellen Table even after corrective measures.

2.1.2.2.2 With respect to other body parts and sensory organs, the degree of invalidity is measured by how much normal physical or mental capacity has been impaired overall. To this end, only medical aspects may be taken into account.

2.1.2.2.3 If the affected body parts or sensory organs or their function were already permanently impaired before the accident, then the degree of disability will be reduced by the amount of the previous disability. It must be calculated according to 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 Where several body parts or sensory organs have been impaired as a result of the accident, the degrees of disability calculated as per the aforementioned provisions are added together. However, these amounts cannot exceed 100%.



#### 2.1.2.3 Additional benefit as of 70% disability

The insurer provides double disability compensation if an accident that occurs before the insured person reaches 70 years of age leads to a permanent impairment of working capacity of at least 70% without the involvement of illnesses and infirmities according to the measurement principles of 2.1.2.2.1.

The additional benefit is limited to a maximum of CHF 216,000.00 for each insured person. If the insured person has other accident insurance policies with our insurance company, then the maximum amount refers to all insurance policies combined.

#### 2.1.2.4 If the insured person dies

- as a result of causes not related to the accident within a year after the accident, or
- regardless of the cause, later than two years after the accident and a claim to disability benefits was established, the insurer will provide benefits according to the degree of disability that would have been expected based on the medical findings.

### 2.2 Hospital per diem

#### 2.2.1 Prerequisites for benefits

2.2.1.1 The insured person is undergoing medically required inpatient treatment due to an accident.

2.2.1.2 Subsequent treatment or subsequent inpatient treatment through the employer's liability insurance association (BGSW) immediately following a hospital stay (within 30 days) is considered medically required inpatient treatments at an objective level.

2.2.1.3 Health resort measures such as stays in sanatoriums, convalescence homes and rehabilitation clinics are not considered medically required inpatient treatments on an objective level, as long as 2.2.1.2 does not apply.

2.2.1.4 If the insured person has suffered an accident that falls under the insurance contract, the insurer will pay the costs required for return transport to a hospital at the home location or near the home location after a 14-day hospital stay at the accident location, for a maximum amount of CHF 3,780.00.

2.2.1.5 Different from 2.2.1.1 to 2.2.1.4, hospital per diems are also paid for ambulant operations due to an accident, insofar as such operations are usually performed on an inpatient basis. In these cases, the agreed hospital per diem will be paid for five days.

#### 2.2.2 Amount and duration of benefits

2.2.1 The hospital per diem is paid at the amount insured for each calendar day of inpatient treatment, but at most for two years calculated as of the accident date.

2.2.2 Differently from 2.2.1, hospital per diems are also paid beyond the second accident year if the hospital stay is used for the removal of contributed osteosynthesis materials.

This extension only applies until the end of the third year calculated as of the accident date.

2.2.3 As a partial alteration of 2.2.1, hospital per diems are also approved for inpatient treatment at a rehabilitation centre that takes place immediately following inpatient hospital treatment due to an accident. The hospital per diem is paid for each day of full treatment at the rehabilitation centre, for a maximum of 100 days.

2.2.4 Where, in the case of serious consequences following an accident, it is medically recommended and approved by a physician that an accompanying person stays in the hospital together with the insured person, the insured hospital allowance will be doubled for this hospital stay.

### 2.3 Convalescence benefit

#### 2.3.1 Prerequisites for benefits:

The insured person has been discharged from inpatient treatment and was entitled to hospital per diems according to 2.2.

#### 2.3.2 Amount and duration of benefits

2.3.2.1 The convalescence benefit is paid in the amount of the agreed amount insured for the same number of calendar days that is available for hospital per diems, but for a maximum period of 100 days.

## **2.4 Death benefit**

### **2.4.1 Prerequisites for benefits**

The insured person died as a result of the accident within 24 months of the accident.

If compensation was already provided during this time period pursuant to 2.1, then such compensation will be offset against the death compensation. The insurer will waive the claim for the return of disability benefits that have been paid, if these exceed the death benefit.

We hereby advise of the special obligations according to 5.5.

### **2.4.2 Amount of benefit**

2.4.2.1 The death benefit is paid at the amount of the agreed amount insured.

2.4.2.2 The agreed amount insured is increased by 10% of the amount insured, at most by CHF 5,400, for each dependent child, up to the age of 18, or the age of 23 the child is in school.

2.4.2.3 If compensation pursuant to 2.4 becomes payable, verified burial costs up to CHF 8,100.00 per insured person may also be claimed.

## **3 What are the effects of illnesses or infirmities?**

As an accident insurer, the insurer provides benefits for the consequences of an accident. If illness or infirmity has contributed to the injuries (or its effects) that were caused by an accident event, the following will be reduced in accordance with the contribution of the illness or infirmity:

- the percentage rate of the degree of disability, in the case of a disability,
- the benefit, in the case of death and all other cases (in the absence of other provisions)

However, reductions will not be applied if the contribution is less than 45%.

## **4 In which cases is insurance cover excluded?**

### **4.1 Insurance cover is not available for the following accidents:**

4.1.1 Accidents of the insured person due to mental disturbances or impaired consciousness, and as a result of strokes, epileptic seizures or other seizures that affect the entire body of the insured person.

However, insurance cover is extended

- if these disturbances or attacks were caused by an accident event that falls under this contract;
- for accidents due to impaired consciousness that isn't due to drunkenness or drug use.

4.1.2 Accidents suffered by the insured person due to intentional consumption of drugs or improper use of medication.

4.1.3 Injuries that the insured person purposely inflicts on himself, suicide and attempted suicide.

4.1.4 Accidents due to war and war events. War or war events are defined as any action as a result of, or the attempted participation in, military action between nations, including civil war, revolution and invasion. An active participant is a person who delivers, removes or otherwise handles equipment, installations, devices, vehicles, weapons or other materials intended for warfare on the side of a warring party.

4.1.4.1 Passive war risk

Insurance cover exists for accidents which occur to the insured person through war events without being an active participant in the war or civil war (passive war risk), unless the damage was triggered by a nuclear, chemical or biological attack or the circumstances already existed at the beginning of the journey.

Warlike actions in the country of permanent residence of the insured person, or any country in which they reside for a period of at least 12 months as well as in the countries of Afghanistan, Chechnya, Iraq, North Korea and Somalia are excluded.

4.1.5 Accidents suffered by the insured person as a pilot (also recreational aerial machine operators), insofar as the person requires authorisation in this regard according to German law, and as another member of the crew in an aircraft.

4.1.6 Injury to spinal discs and bleeding from internal organs and cerebral haemorrhages.

However, insurance cover is extended if an accident event that falls under this policy pursuant to 1.3 is the major cause.

#### **4.2. Infections**

4.2.1 However, insurance cover is extended for  
rabies and tetanus

and for

- infections in which the pathogens entered the body due to injuries sustained from an accident.

#### **4.3 Abdominal hernias.**

These are insured if they were incurred as a result of a violent and external impact event that falls under this contract.

### **5 Important items to note after an accident (responsibilities)**

5.1 Following an accident that will probably result in an obligation to pay benefits, the insured person must immediately contact a physician, follow his instructions and inform the insurer.

5.2 The accident report forwarded by the insurer must be truthfully completed by the insured person and sent back immediately; other pertinent information requested by the insurer must also be provided in the same manner.

5.3 Proof of payment of the insured travel services with an insured Account, a Virtual Card or Corporate Card must be provided in the case of a claim.

5.4 Where the insurer commissions the services of physicians, the insured person must be willing to be examined by these physicians. The required costs, including any resulting loss of earnings, will be covered by the insurer.

Where loss of earnings cannot be proven in the case of self-employed individuals, a fixed amount in the amount of 1.5 ‰ of the sum insured for a case of disability will be paid out, but at maximum CHF 1,080.00.

5.5 The physicians who have treated or examined the insured person (also for other reasons), other insurers, insurance carriers and government authorities must be authorised to provide all required information.

5.6 If the accident results in death, the death must be reported to us within 72 hours, even if the accident was already reported to us previously.

The reporting period begins once you, your heirs or persons entitled to benefits have obtained knowledge of the death of the insured person and the possible cause of the accident.

The insurer must be provided with the right to have an autopsy performed by a physician who has been engaged by us.

### **6 When are the benefits due for payment?**

6.1 The insurer is required to provide an explanation in text form as to whether and to what extent the insurer acknowledges a claim; this must be done within four weeks, and within three months in the case of a disability claim. The time periods begin upon receipt of the following documents:

- proof of circumstances of the accident and consequences of the accident,
- in the case of a disability claim, additionally proof of completion of treatment, insofar as such is required to measure the disability.

We will assume all doctor's fees incurred by the insured person for the purpose of establishing the claim to benefits.

6.2 If the insurer recognises the claim, or the insurer and the insured person have come to an agreement regarding the reason and amount, the insurer will provide benefits within two weeks.

6.3 Where an obligation to provide benefits is initially established solely on merit, the insurer will pay suitable advances - at your request.

Prior to the completion of a treatment, disability benefits may only be claimed up to the amount of an agreed death sum within one year of the accident.

6.4 The insured person and the insurer have the right to have the degree of disability assessed by a physician on an annual basis.

This right applies to the insured person and the insurer

- for up to three years
- for children to 14 years of age, for up to five years after the accident.

This right must be exercised

- by the insurer together with our declaration regarding our obligation to provide benefits pursuant to 6.1,
- by the insured person before the end of the time limit.

If the final measurement results in a higher disability benefit than the one we have already provided, annual interest of 5% must be applied to the additional amount.

## **Bulletin on Data Processing**

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,

disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law; monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs; obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer  
AXA Travel Insurance Limited  
106-108 Station Road  
Redhill  
RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy)  
Alternatively, a hard copy is available from us on request.