



# UBS Platinum Card General Terms and Conditions of Insurance

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# Certificate of Insurance for your UBS Platinum Card

## Travel and Aviation Accident Insurance

### Art. 1 Insured persons

Under the Group Policy arranged with UBS AG (represented by Würth Financial Services AG, insurance broker), ELVIA Reiseversicherungs-Gesellschaft ("ELVIA") shall within the scope of the following abridged General Conditions of Insurance provide the following persons (hereinafter called "Insured") with worldwide insurance cover, as long as the cardholder is in possession of a valid UBS VISA or UBS MasterCard credit card (hereinafter also called "card") issued by UBS AG:

- the cardholder (and also any partner cards);
- the cardholder's spouse or, if the cardholder is not married, the partner shown to be living with him (or her) in the same household;
- unmarried children of the cardholder who are entitled to support, up to their 25<sup>th</sup> birthday.

### Art. 2 Insured accidents

The insurance covers the consequences of accidents as a passenger (driver or other occupant) in a means of transport as per Art. 4, including during boarding and alighting, provided the travel costs (less any cash advance amounting to a maximum of 20% of the travel costs) have been paid for with your credit card.

"Accident" means the sudden, unintentional harmful effect of an unusual external factor on the human body.

### Art. 3 Exclusions

The insurance does not cover the following:

- consequences of acts of war in Switzerland or in your country of ordinary residence;
- of acts of war abroad. Should war break out for the first time, however, and the Insured be caught unawares by it in the country where he or she is staying, the insurance cover shall remain in force for a further 14 days from the outbreak of war;
- accidents occurring during the deliberate commission of a crime or offence;
- consequences of involvement in fights and brawls, unless the Insured was injured by those fighting as an innocent bystander or as a result of going to a defenceless person's aid;
- consequences of taking part in public disturbances, acts of terrorism, and gang crimes;
- suicide, self-mutilation or an attempt thereat;
- effects of ionizing radiation;
- accidents and the consequences thereof which have already occurred prior to travel;

- accidents with leased motor vehicles and aircraft;
- aviation accidents with aircraft or helicopters which a cardholder has hired him/herself for business or personal use;
- accidents on the way to and from work.

### Art. 4 Insured means of transport

- bus;
- train;
- aircraft (excluding self-piloted aircraft);
- helicopters (excluding self-piloted helicopters);
- hired bicycle;
- hired motor-assisted bicycle;
- hired motorcycle;
- hired car;
- leased ships;
- ships (cruises, sailing, motor and rowing boats);
- taxi.

Furthermore, insurance cover applies to taxi/bus/train as airport shuttle (flight must have been paid for with credit card) and also as shuttle to destination (hotel, holiday home, etc.) and place of residence.

In the case of journeys made using general and half-fare season tickets, the card must have been used to pay for both the season ticket and the fare.

### Art. 5 Hired vehicles

"Hired vehicle" means any hired motor vehicle (car, motorcycle or motor-assisted bicycle), bicycle or ship which is used against payment for the commercial or private conveyance of persons or goods and is hired out by a professional supplier.

### Art. 6 Insured benefits

#### a) Transport and rescue costs

The necessary expenditure up to a maximum of CHF 60,000 will be paid within five years from the date of the accident, subsidiary to any personal accident insurance in existence, in respect of:

- search operations carried out with a view to rescuing or recovering the Insured;
- any travel and transport of the Insured to the place of treatment which is necessitated by the accident, but using aircraft only where this is unavoidable for medical or technical reasons;
- rescue operations for the Insured's benefit which are not necessitated by illness;
- recovery and repatriation of the body to the place of burial.

**b) In the event of disablement**

Where, as a result of an insured accident, an Insured suffers any disablement as determined in accordance with medical criteria, ELVIA will pay him (or her) a disability benefit which is proportionate to the agreed sum insured (Platinum CHF 750,000, Gold CHF 600,000, Classic/Standard/Special Edition CHF 300,000) and the degree of disablement as per the disability percentage table.

Where the Insured was already disabled before the accident, ELVIA will pay the difference between the disability sums obtained in accordance with this contract on the basis of the degrees of disability before and after the accident.

The degree of disability has to be determined in Switzerland.

The disability benefit will be paid out as soon as the extent of the remaining disability can be ascertained.

**c) In the event of death**

Where an Insured dies as a result of an insured accident, ELVIA will pay the agreed sum insured (Platinum CHF 750,000, Gold CHF 600,000, Classic/Standard/Special Edition CHF 300,000). For Insured who at the time of the accident are under 16 years of age, the death benefit will be a maximum of CHF 10,000. The following persons in succession shall be entitled to draw the benefit:

- the surviving spouse or, if the Insured is not married, the partner shown to be living with him (or her) in the same household, and failing that
- the children and adopted children in equal shares, and failing that
- the parents, and failing that
- the brothers and sisters.

**Should the cardholder wish to depart from this designation of beneficiaries, he (or she) must post a written application to Würth Financial Services AG, dated and signed by the Insured.**

The designation of beneficiaries will apply until it is revoked.

If none of the survivors listed is available, only the funeral expenses up to 10% of the sum insured shall be paid.

**d) Medical expenses**

Medical expenses are not insured.

**e) Limit of indemnity per insured person**

The maximum payable to each Insured for one and the same accident will be once the agreed sum insured, even if the Insured holds more than one card or has several certificates of insurance.

**f) Maximum benefits per aviation accident**

Where several Insureds suffer an accident involving one and the same aircraft, the indemnity payable by ELVIA per contract will be limited to a maximum of CHF 15,000,000. Should the actual claims exceed this amount, the sum of CHF 15,000,000 will be shared out proportionately.

**g) Maximum benefits for all other means of transport (excluding aircraft)**

If several Insured Persons suffer an accident while travelling in one and the same means of transport, the indemnities payable by ELVIA under this contract will be limited to a maximum of CHF 20,000,000. If the actual claims exceed this amount, the sum of CHF 20,000,000 will be shared out proportionately.

**Art. 7 Obligations in the event of a claim**

Where an accident is likely to give entitlement to insurance benefits, a registered doctor must be called in as soon as possible to provide expert care. The Insured or the entitled party must also notify ELVIA via Würth Financial Services AG of this immediately in writing. In the event of death, ELVIA must be notified via Würth Financial Services AG early enough to allow it to arrange for a post-mortem if it is possible that the death is due to causes other than an accident.

Breach of the obligation to notify will result in forfeiture of the right to insurance benefits, except where, under the circumstances, such omission is to be regarded as having arisen without fault.

**Art. 8 Limitation**

Claims under the insurance contract shall be time-barred two years after occurrence of the event giving rise to the obligation to pay benefits.

**Art. 9 Place of jurisdiction and applicable law**

Depending on the choice of the Insured or the beneficiary, the place of jurisdiction shall be either ELVIA's head office or the Insured's (or the beneficiary's) Swiss domicile. Where the Insured or the beneficiary lives abroad, Zurich shall be the sole place of jurisdiction. Swiss law shall be applicable.

**Art. 10 Special conditions**

In each case, it is agreed that the terms and conditions of the ELVIA policy no. 552901 (available in German only) shall apply unconditionally. This Certificate is valid as from 01.10.2008 and replaces all previous ones. In doubt with linguistic differences between the French, Italian, English and German Certificate of Insurance, only the German version of the Certificate of Insurance will be valid. **Any requests for more detailed information, queries and reporting of any claims** in connection with this insurance should be addressed directly to:

Würth Financial Services AG  
Insurance Broker  
P.O. Box 179  
8800 Thalwil  
Tel. + 41-44-723 44 86 / Fax + 41-44-723 44 87  
[www.wuerth-fs.com](http://www.wuerth-fs.com)

# UBS Travel Insurance Plus General Terms and Conditions (GTC)/Insurance Confirmation for your UBS Platinum Card

Pursuant to Group Policy no. 553055 agreed with UBS AG (UBS), ELVIA Reiseversicherungs-Gesellschaft (ELVIA) agrees to provide insurance cover subject to the General Terms and Conditions applicable to the insurance components hereinafter set forth. Würth Financial Services AG (Insurance Brokers) is charged with acting as the point of contact for Insured Persons.

## I General provisions governing all insurance components

### 1 Insured persons

The insurance shall cover the following persons:

- The main cardholder (hereinafter referred to as the "Insured" or the "Insured Person") of a UBS Platinum Card that has not been cancelled;
- The spouse of the Insured Person living in the same household. If the Insured Person is not married, the insurance shall cover the Insured Person's cohabiting partner;
- Children under the age of 25 living in the same household.

### 2 Territorial scope

Cover shall apply worldwide unless otherwise stipulated in the "Special terms and conditions applying to individual insurance components" (see section II).

### 3 Commencement, duration, and cessation of the insurance cover

The insurance cover shall commence when the UBS Platinum Card main card is issued and shall cease when the card expires or the credit card agreement is terminated (whether by UBS or the Insured Person) or the Group Policy between UBS and ELVIA is terminated.

### 4 Acceptance of General Terms and Conditions/Insurance Confirmation

These General Terms and Conditions are sent to the Insured Person together with his/her UBS Platinum main card and constitute simultaneous confirmation of insurance. By signing and/or using the card, the Insured Person confirms that he/she has received, read, understood and accepted the General Terms and Conditions.

## 5 Basic conditions of coverage

The insurance covers private travel only. The Insured Person's entitlement to claim under the insurance policy upon the occurrence of an insured event shall be conditional upon the production of the following **cumulative evidence at the time of the claim** in addition to performance of the additional obligations set out in clause I 6 and any further obligations specified in the "Special terms and conditions applying to individual insurance components" (see section II):

- Evidence of the occurrence of loss or damage (claim forms may be obtained from Würth Financial Services AG; see clause I 13);
- Evidence that a credit card agreement is currently in force for the UBS Platinum Card between the Insured Person and UBS (credit card number);
- Evidence that the trip was made in a private capacity if requested.

The documents required must be sent to Würth Financial Services AG (see clause I 13).

## 6 Obligations in the event of a claim

- 6.1 The Insured Person is obliged to comply fully with any contractual or statutory reporting, disclosure or procedural obligations incumbent upon him/her (including reporting the insured event immediately to the contact address set out in clause I 13).
- 6.2 The Insured Person is obliged to take all reasonable steps to minimize the loss or damage and cooperate with any investigation in connection therewith.
- 6.3 If the loss or damage has been caused by sickness or injury, the Insured Person shall ensure that any attending physicians are released from their duty of confidentiality in relation to ELVIA.
- 6.4 If the Insured Person is also able to pursue any third party claim in respect of insurance benefits paid out by ELVIA, the Insured Person shall be obliged to safeguard and assign such claims to ELVIA.

## 7 Failure to discharge obligations

If the Insured Person fails to discharge his/her obligations in the event of a claim, ELVIA may decline to pay out any benefits or reduce the benefits payable.

## **8 Excluded events**

- 8.1 The Insured Person shall not be entitled to claim insurance benefits in respect of an event that had already occurred, or any event that was foreseeable by the Insured Person, on execution of this agreement or when making the travel booking.
- 8.2 The insurance shall not cover any event caused by the Insured Person, for example through:
- Abuse of alcohol, drugs, or medicines;
  - Active involvement in strikes or riots;
  - Participation in races or training involving motor vehicles or boats;
  - Participation in any hazardous activity involving deliberate exposure to danger;
  - Any deliberate or negligent act or omission;
  - The commission of, or attempt to commit, any crime or misdemeanour.
- 8.3 The insurance shall not cover any activity incidental to an insured event e.g. the cost of replacing insured items or expenses incurred for police purposes, unless otherwise stipulated in the "Special terms and conditions applying to individual insurance components" (see section II).
- 8.4 Loss or damage caused by an event of war or terrorism, riots or disturbances of any type, including measures or precautions taken against such disturbances, epidemics and natural disasters.
- 8.5 No benefits shall be payable where the trip has been taken for the purpose of receiving medical treatment.
- 8.6 The insurance shall not cover the effect of any order issued by an official authority e.g. confiscation of property, detention, or exit bans.

## **9 Definitions**

### **9.1 Trip/travel**

A "trip" or "travel" means any journey lasting no more than 91 days, which must include at least one night's stay away from the Insured Person's normal place of residence as well as an outward and return journey.

### **9.2 Serious illness/serious accident**

A "serious illness" or "serious accident" means an illness or accident necessitating admission to hospital (minimum of one night's stay), or where a physician concurrently prescribes at least two drugs available on prescription only, or certifies that the Insured Person is unfit for work for at least six working days.

### **9.3 Close relatives**

Close relatives include:

- Family members (spouse, parents, children, parents-in-law, and grandparents);
- Cohabiting partner and the parents and children of such partner.

## **9.4 Public transport**

"Public transport" means any form of transport operating according to a regular timetable, which may only be used subject to purchase of a ticket. Taxis and hire cars do not fall within the definition of public transport.

## **9.5 Valuables**

"Valuables" mean cash, credit cards, securities, savings books, precious metals (stocks, bars or merchandise), coins, medals, loose precious stone, and pearls.

## **10 Multiple insurance**

In the event of double or multiple insurance, ELVIA shall pay its benefits as subsidiary benefits. The right of recourse shall be assigned to ELVIA to the extent of any indemnification paid. If the benefits of another insurance company are also subsidiary benefits, the companies involved shall be liable for a share of any costs in proportion to the sum they have insured. Aggregate expenses shall only be refunded once.

## **11 Limitation period**

Claims shall become time-barred two years after the occurrence of the insured event.

## **12 Precedence of terms and conditions**

- 12.1 The "Special terms and conditions applying to individual insurance components" (see section II) shall have precedence over the "General Terms and Conditions for all Insurance Components" (see section I).
- 12.2 In the event of any discrepancies between the French, Italian, English and German versions of the General Terms and Conditions, the German version shall always prevail in case of doubt.

## **13 Contact addresses**

Insured Persons are required to address any matters pertaining to this insurance (further information, queries, claims etc.) to the Customer Services department at Würth Financial Services AG Insurance Brokers (tel. +41-44-723 44 86/fax +41-44-723 44 87). In the event of a medical emergency while you are travelling, call +41-44-723 44 77 (24 hours a day). The address for correspondence is: Würth Financial Services AG, Insurance Brokers, P.O. Box 179, 8800 Thalwil.

## **14 Data processing and disclosure/third party services**

Insured Persons agree that UBS and ELVIA may engage the services of third parties to discharge their duties. Insured Persons agree that UBS Card Center AG (responsible for processing UBS card

business) or Würth Financial Services AG (responsible for compiling claims dossiers) as the agent shall obtain such information as is necessary to enable it to exercise due care and diligence in discharging the duties assigned to it in connection with this insurance policy. In particular, the main cardholder agrees that Würth Financial Services AG and ELVIA shall be entitled to verify with UBS Card Center AG whether a credit card agreement is in effect between the main cardholder and UBS at the time of any claim. The main cardholder authorizes UBS Card Center AG to disclose any information to Würth Financial Services AG or ELVIA that may be required for such purpose. Furthermore, Insured Persons agree that any data compiled by Würth Financial Services AG in the claims dossier may subsequently be passed on to ELVIA for claims assessment purposes. Insured Persons release the aforementioned parties from their obligation to maintain bank/client confidentiality and/or not to disclose trade secrets for such purpose.

## **15 Place of jurisdiction and applicable law**

- 15.1 Legal action against ELVIA may be brought before a court in the location of the company's registered office or at the Insured Person's place of residence in Switzerland. If the Insured Person's place of residence is outside Switzerland, the location of the company's registered office shall be deemed to be the place of jurisdiction.
- 15.2 These terms and conditions shall also be governed by the provisions of the Swiss Federal Law on Insurance Contracts (Bundesgesetz über den Versicherungsvertrag "VVG").

## **16 Additional provisions**

- 16.1 UBS has entered into a group insurance contract with ELVIA for its UBS credit card clients, which is underwritten by ELVIA. Accordingly, nothing in this insurance policy may be construed as imposing any legal obligations on UBS, including upon the occurrence of an insured event.
- 16.2 In the event of a dispute between the Insured Person and ELVIA, the Insured Person shall not be released from his or her obligation to settle any debts due and owing under the credit card agreement.
- 16.3 ELVIA reserves the right to make alterations or variations to these "General Terms and Conditions of UBS Travel Insurance Plus" at any time. Any alterations or variations shall be notified by appropriate means and shall be deemed to have been accepted unless the credit card agreement is terminated in writing before such alteration or variation takes effect.

# **II Special terms and conditions applying to individual insurance components**

## **A Cancellation**

### **1 Insurance benefits/insured expenses**

- 1.1 The UBS Platinum main card must have been issued before the commencement of any cancellation periods that are subject to cancellation charges, as specified by the tour operator.
- 1.2 Payment shall be limited to the sum of CHF 5,000 for individuals and CHF 15,000 for families on a per event and per annum basis. A general excess of CHF 200 shall apply per event.
- 1.3 **Cancellation costs**

If, due to the occurrence of an insured event (see clause II A 2), the Insured Person is unable to comply with the terms of his agreement with the

- tour operator
  - letting agent
- and cancels the trip, ELVIA shall pay any cancellation costs due under the agreement up to the insured amount stipulated (see clause II A 1.2). An excess of CHF 200 shall be deducted per booking.

### **1.4 Delay in starting the trip**

If, due to the occurrence of an insured event (see clause II A 2), the Insured Person is only able to commence the trip or holiday let subject to a delay, ELVIA shall pay:

- any additional travel expenses incurred in connection with the delayed departure and
- the costs of that part of the trip that has not been taken as a proportion of the agreed price (excluding transport costs) in lieu of cancellation costs (up to the level of the costs incurred in the event of cancellation). The date of departure shall be deemed to be included in the part of the arranged trip taken by the Insured Person.

- 1.5 Expenses incurred in respect of one-off contract fees, disproportionate or recurrent handling charges, airport taxes, visa or inoculation costs and insurance premiums shall not be reimbursed.

## **2 Insured events**

### **2.1 Illness, accident, death, pregnancy**

Provided that the event concerned occurred after the date of booking, the serious illness, serious accident (see clause I 9.2) or death of

- 1 – the Insured Person;
    - a close relative of the Insured Person who has booked the same trip (see clause II A 1.2);
    - a close relative of the Insured Person or any travelling companion of the Insured Person who is not included on the trip (see clause II A 2.1.2);
    - any person deputizing for the Insured Person at the Insured Person’s place of work and the presence of the Insured Person is absolutely essential.
  - 2 If the person whose complaint caused the cancellation is neither a relation, spouse or cohabiting partner of the Insured Person, entitlement to benefit shall only arise if the Insured Person would be obliged to embark on the trip alone.
  - 3 If the illness is chronic or recurring, but not such that the completion of the trip is placed in question at the time of booking, insurance cover shall only apply if it is necessary to cancel the trip due to an unexpected and acute aggravation of the complaint as certified by a physician, or unexpected relapse or death.
  - 4 The pregnancy of the Insured Person or a close relative who has booked the same trip (see clause I 9.3), provided that the Insured Person or close relative became pregnant subsequent to the date of booking, as a result of which it is impracticable or unreasonable to embark on the trip.
- 2.2 **Damage to property at the Insured Person’s place of residence**  
 Serious damage to the property of the Insured Person at his or her place of residence caused by theft, fire or water damage or damage by natural hazards, as a result of which it is imperative for the Insured Person to return home.
  - 2.3 **Transport delays or breakdowns/cancellation on the outward journey**  
 Delay or cancellation in the country of the Insured Person’s permanent residence of any form of public transport or taxi used to travel to the point of departure, as specified in the travel arrangements, rendering it impossible to start the booked trip.
  - 2.4 **Breakdown of the vehicle on the outward journey for “motorail” round trips**  
 Where the vehicle specified on the transportation ticket becomes unroadworthy due to a breakdown or accident on the date of departure on the direct route to the loading station.
- 3 **Excluded events**
    - 3.1 **Poor recovery**  
 Any illness, or the effects of an accident, operation or surgical treatment pre-existing at the time of booking, which have not cleared up or healed before the date of travel. The effects of any operation or surgical treatment which have not healed by the date of travel, where such operation or treatment was planned at the time of booking, but was only carried out subsequently.
    - 3.2 **Cancellation by the tour operator**  
 Situations in which it is impracticable for the travel agency, letting agent, or tour operator, etc. to perform its contractual obligations either in whole or in part, and as a result the travel agency, letting agent, or tour operator, etc. cancels the trip, or would be obliged to cancel the trip due to specific circumstances. Such impossibility of performance shall include situations in which the Swiss Federal Department of Foreign Affairs or the Swiss Federal Office for Health advises against travelling to the country of destination, or the particular territory concerned.
    - 3.3 **Orders issued by public authorities**  
 Any order issued by a public authority or government agency rendering it impossible to take the trip booked as planned.
    - 3.4 **Business trips/language-learning holidays and trips taken for professional training purposes**  
 Business trips, language-learning holidays and trips taken for professional training purposes paid for by the employer.
    - 3.5 **Mental illness**  
 Any form of mental illness, anxiety attacks, separation anxiety, psychosomatic illness, and any associated effects or complications.
  - 4 **Obligations in the event of a claim**
    - 4.1 In order to make a claim from ELVIA, the person entitled to make the claim must cancel the booking with the travel agency, letting agent or tour operator immediately upon the occurrence of the insured event and subsequently immediately notify Würth Financial Services AG (see clause I 13) of the claim in writing (see also clause I 6).
    - 4.2 In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):
      - Booking confirmation;
      - Statement of cancellation costs;
      - Original copies of bills in respect of additional travel costs;

- Certificate evidencing the diagnosis from an independent physician;
- Prescription for any medically prescribed drugs;
- Death certificate;
- Original copies of transport tickets (flight tickets, train tickets), passes, receipts, etc.;
- Letter of confirmation from an employer.

## B Flight delays

### 1 Insurance benefits/insured expenses

In the event that a connecting flight is missed due to a delay of six hours or more caused exclusively through the negligence or fault of the first airline, ELVIA shall pay up to a maximum of CHF 300 per event and a maximum of CHF 600 per annum for any additional costs incurred in continuing the journey (hotel costs, cost of rebooking, telephone charges).

### 2 Excluded events

Any delays for which the Insured Person is responsible.

### 3 Obligations in the event of a claim

- 3.1 In order to make a claim from ELVIA, the person entitled to make the claim must cancel the booking with the travel agency, letting agent or tour operator immediately upon the occurrence of the insured event and subsequently notify Würth Financial Services AG (see clause I 13) of the claim in writing immediately on returning to their place of permanent resident (see also clause I 6).
- 3.2 In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):
  - Evidence of the delay from the airline;
  - Original plane ticket;
  - Original copies of receipts for any additional costs incurred.

## C Luggage

### 1 Territorial scope

Insurance coverage shall apply throughout the agreed term of the insurance policy in any part of the world other than the Insured Person's permanent place of residence.

## 2 Insurance benefits/insured expenses

- 2.1 The sum insured shall not exceed CHF 4,000 per event and shall be subject to a general excess of CHF 200 per event. The annual cover limit shall amount to CHF 8,000.
- 2.2 In the event of total loss or damage, the value of the insured item at the time of purchase shall be paid. If the value of such item is lower at the time of the claim, the lower value shall be paid.
- 2.3 The current value of film, photographic or video equipment, skis, snowboards and bicycles shall be paid. The current value means the replacement value (identical new item) less annual depreciation of 20% commencing one year after the date of purchase (amortization).
- 2.4 The material value shall be paid in respect of films, data, visual and audio media.
- 2.5 The cost of repairing any damaged items shall be limited by the current value.
- 2.6 A maximum of CHF 200 shall be paid for damage to bicycles caused by scratching or abrasion.
- 2.7 In the event of the theft by robbery of valuables (see clause I 9.5), the indemnity payable shall be limited to CHF 500, or CHF 1,000 in respect of tickets (train tickets, airline tickets, etc.).
- 2.8 In the event of a delay in delivery of six hours or more by a public transport service (see clause I 9.4), the indemnity payable in respect of any purchases or hire costs required shall be limited to CHF 300 with an annual limit of CHF 600.
- 2.9 For identity cards, passports, driving licences or keys, costs shall be limited to the cost of replacement.
- 2.10 No more than CHF 100 shall be payable in respect of souvenirs.

### 3 Insured items

- 3.1 The insurance shall cover any luggage belonging to the Insured Person, including any souvenirs acquired on the trip, i.e. any items belonging to the Insured Person, carried with the Insured Person for personal use during travel, or delivered to a carrier for transportation (for exclusions see clause II C 5).
- 3.2 Musical instruments, sports equipment, bicycles, prams, pushchairs, rubber dinghies and collapsible boats shall only be covered during transportation with a public transport service (see clause I 9.4).

## 4 Insured events

- 4.1 Theft.
- 4.2 Robbery (theft involving the threat or use of violence against the Insured Person).
- 4.3 Damage and destruction.
- 4.4 Loss and damage during transportation by a public transport service (see clause I 9.4)
- 4.5 Delayed delivery by a public transport company (see clause I 9.4).

## 5 Excluded items

The insurance shall not cover damage to the following:

- Motor vehicles, ships, surfboards, and aircraft and any related equipment;
- Valuables covered under special insurance policies;
- Securities, deeds, business documents, travel tickets and vouchers, cash as well as credit and customer cards, stamps (for exceptions see clause II C 2.7);
- Computer hardware (desktop computers, laptops, beamers, accessories, handheld devices, etc.), mobile telephones, and all types of software;
- Valuables (see clause II C 7) left in vehicles (whether locked or unlocked);
- Any items left on a vehicle, or left overnight (11 p.m. to 6 a.m.) in or on a vehicle in which the Insured Person is not sleeping;
- Precious metals, loose precious stones and pearls, stamps, merchandise, commercial samples, items with artistic or collector's value and trade tools;
- Film, photographic and video equipment, jewellery, and furs for any period during which the carrier is liable in respect of such items during transportation by a public transport service;
- Spectacles;
- In addition, the insurance shall not cover any damage caused directly or indirectly by events of war or terrorism, disturbances, looting, orders issued by public authorities, and strikes.

## 6 Excluded events

The insurance shall not cover any loss or damage attributable to:

- A deliberate act or serious negligence;
- Failure on the part of the Insured Person to exercise his or her general duty of care;
- Items that are misplaced, lost or left;
- Items left or deposited in a location accessible to the general public that is not under the direct, personal control of the Insured Person, even for a brief period;

- In the case of valuables (see clause II C 7), any method of safekeeping inappropriate to the value of the item;
- Pearls or precious stones dislodged from their settings;
- Effects of temperature or weather conditions, wear and tear, or the natural condition of the item;
- Confiscation by an official authority, or damage caused to an item of luggage or the contents thereof by an official authority.

## 7 Procedural obligations on the trip

Valuables such as furs, watches, jewellery comprising or consisting of precious metals, precious stones or pearls, photographic, film, video or audio equipment, and all related equipment must, unless worn or used by the Insured Person, be kept in a locked area that is not accessible to the general public and kept under separate lock and key (suitcase, cupboard or safe) within such area. The method of safekeeping in all cases must be appropriate to the value of the item.

## 8 Obligations in the event of a claim

- 8.1 The Insured Person must arrange for the cause, circumstances and extent of the event to be confirmed in detail immediately
  - 1 in the event of theft or robbery, by the police station closest to the scene of the crime;
  - 2 in the event of damage, by the carrier, liable third party, or travel agency or hotel management;
  - 3 in the event of loss or delayed delivery, by the public transport service responsible.
- 8.2 If the loss or damage caused in transit by the public transport service (see clause II C 4.4) is only detected after delivery at the Insured Person's home, the circumstances of the case must be notified to the carrier responsible in writing within 2 days and confirmed by the carrier.
- 8.3 The value of the claim must be evidenced by original receipts. If this is not possible, ELVIA shall be entitled to reduce the benefits payable or refuse to pay out such benefits.
- 8.4 Würth Financial Services AG (see clause I 13) must be informed of the insured event in writing without delay (see also clause I 6) and the claim substantiated. In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):
  - Police report;
  - Statement regarding the circumstances of the case;
  - Receipts and statements of confirmation.

- 8.5 Damaged items shall be held at the disposal of ELVIA until final settlement of the claim and at the request of ELVIA must be sent for evaluation at the Insured Person's expense.

## D Purchase protection

### 1 Duration of cover

Cover shall commence as soon as the item is delivered upon purchase and shall continue for a period of 24 hours, including transportation to the final destination and installation.

### 2 Conditions of eligibility for insurance benefits

Evidence that the insured item was paid for by the Insured Person using a valid UBS Platinum main card or a related second or partner card (credit card receipt or monthly credit card account statement).

### 3 Insurance benefits/insured expenses

- 3.1 Cover shall be limited to CHF 1,000 per insured event.
- 3.2 No more than CHF 5,000 shall be payable during any 12 month period.
- 3.3 In the case of items that have been destroyed or stolen through theft or robbery, ELVIA may elect either to replace the item in kind or reimburse the purchase price paid.
- 3.4 In the case of damaged items, ELVIA may elect either to have the item repaired or reimbursed the costs of any repair that may be required, provided that such costs do not exceed the purchase price.
- 3.5 In the case of items that form part of a pair or set, if the undamaged items cannot be used separately or the deficient items cannot be replaced, insurance cover shall be limited to the purchase price.
- 3.6 Any indemnity payable in respect of items which were only partially paid for by means of the credit card shall be limited to such part payment.

### 4 Insured items

The insurance shall cover all movable property reserved for personal use and purchased by the Insured Person using a valid credit card issued in the name of the Insured Person, irrespective of whether or not the Insured was travelling or on a trip.

### 5 Insured events

- 5.1 Destruction of or damage to the insured items.
- 5.2 Damage during transportation to the final destination.

## 6 Excluded items

- 6.1 Cash, cheques, traveller's cheques, all other securities, passes or other forms of authorization.
- 6.2 Animals and plants.
- 6.3 Consumer goods and perishables with limited shelf life e.g. foodstuffs, tobacco, alcohol, cosmetics, etc.
- 6.4 Items of jewellery, watches, precious metals, and precious stones, unless worn or used in accordance with these terms and conditions or carried with the cardholder in his or her personal safekeeping.
- 6.5 Second-hand goods ("second-hand goods" do not include works of art).
- 6.6 Items purchased through fraudulent or unauthorized credit card use.

## 7 Excluded events

- 7.1 Normal wear and tear or consumption.
- 7.2 Manufacturing defects, defective materials, natural deterioration, or the natural condition of the item.
- 7.3 Operating errors.

## 8 Exclusion of warranties

The insurance shall not cover any loss or damage for which a third party is contractually liable as the manufacturer or retailer or under the terms of any order for repair of an item.

## 9 Obligations in the event of a claim

- 9.1 Claims must be reported immediately by telephone or in writing to Würth Financial Services AG (see clause I 13).
- 9.2 In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):
- Original purchase receipt showing the purchase price and date of purchase;
  - The accompanying credit card receipt or a copy of the monthly credit card account statement;
  - Any third party claims (including insurers) due to the same loss or damage;
  - Any other information relevant to determining the level of indemnity.
- 9.3 Any loss or damage caused by fire, explosion, burglary or vandalism must be reported to the police station responsible within 48 hours of detection. Police reports must be submitted upon request.
- 9.4 Damaged items shall be held at the disposal of ELVIA until final settlement of the claim and at the request of ELVIA must be sent for evaluation at the Insured Person's expense.

## **E Costs of treatment abroad**

### **1 Insured persons**

The insurance shall cover any of the persons referred to in clause I 1 who have not yet reached their 80<sup>th</sup> birthday.

### **2 Territorial scope/duration of cover**

2.1 Insurance cover shall be effective throughout the term of the insurance contract and apply throughout the world with the exception of Switzerland and Liechtenstein and the country in which the Insured Person is permanently resident.

2.2 The costs of medical and hospital treatment abroad shall be paid up to 90 days beyond the stipulated insurance term, provided that the illness or accident arose during the insurance term.

### **3 Insurance benefits/insured expenses**

ELVIA shall provide a maximum of CHF 250,000 in insurance cover, which shall be supplemental to statutory social security (health insurance under the Swiss Federal Law on Health Insurance (Krankenversicherungsgesetz "KVG"), Swiss Federal Law on Accident Insurance (Unfallversicherungsgesetz "UVG") or any similar insurance available in the country in which the insured Person is permanently resident) per person for any hospital stays or outpatient treatment, which are not fully covered by such compulsory insurance schemes.

In the event of an accident or illness, as defined in clause II E 4, ELVIA shall pay out the medical benefits set out below in the country in which the Insured Person is temporarily staying, provided such treatment is necessary and cost-effective and is prescribed by a professional physician or dentist, or person with equivalent licence to practise:

#### **3.1 Sickness and accident benefits**

Insurance for the costs of treatment abroad shall cover the costs of outpatient treatment and hospital stays due to illness or accident, which result during leisure travel or while taking holiday abroad and which are not covered by statutory social security (KVG, UVG, any similar insurance available in the country in which the Insured Person is permanently resident) or any supplementary insurance policies (excluding contributions to costs for compulsory health insurance):

- Treatments including drugs;
- Hospital stay;
- Stays at a health spa included on the list of supervised institutions as maintained by ELVIA (requests to inspect such list must be submitted in advance to Würth Financial Services AG (see clause I 13);
- Treatment by a state-registered chiropractor;

- The hire of medical aids;
- The initial purchase of prostheses, spectacles, hearing aids, etc. in the event of an accident;
- Repair or replacement of medical aids damaged by an accident for which medical treatment is required;
- Transportation to the nearest and most convenient hospital for treatment;
- Up to CHF 3,000 for dental treatment due to an accident.

#### **3.2 Limit on cover**

In the absence of any statutory health insurance (KVG), accident insurance cover (UVG) or any similar insurance cover available in the country of the Insured Person's permanent residence, ELVIA shall only pay 50% of the total costs incurred for hospital and outpatient treatment resulting from illness or accident, provided that such costs can be substantiated by appropriate receipts. In such event, no further benefits shall be payable.

## **4 Insured events**

### **4.1 Accidents**

- 1 An "accident" means any sudden, unintentional injury to the human body caused by some abnormal external factor.
- 2 Sprains, torn muscles, or tendons, poisoning, chemical burns caused by unintentionally ingesting or inhaling toxic or caustic substances or liquids, frostbite, heat-stroke, sunstroke, and damage to health caused by ultraviolet light (with the exception of sunburn) shall be deemed equivalent to accidents, provided such events are not attributable to disease or degeneration.

### **4.2 Illness**

"Illness" means any impairment of health requiring medical treatment that is not caused by an accident and is beyond the control of the Insured Person.

## **5 Excluded events/expenses**

5.1 Accidents and illnesses which existed prior to commencement of the insurance policy, and the effects thereof. Complications, deterioration or relapse, including in particular chronic and recurring conditions, irrespective of whether the Insured Person was already aware of such conditions on the date the insurance commenced.

5.2 Consultations and treatment for dental and oral diseases.

5.3 Consultations and treatment for states of fatigue and exhaustion as well as nervous or mental illnesses.

5.4 Consultations and treatment for cancer including check-ups.

- 5.5 Gynaecological, paediatric or general check-ups.
- 5.6 Prophylactic medicines, sleeping pills, tranquilizers, vitamins, homeopathic remedies, inoculations, first aid kits, amphetamines, hormones, and cholesterol-lowering drugs.
- 5.7 Pregnancy, abortion, and childbirth and the complications or effects of any form of contraception or abortifacient.
- 5.8 Accidents while driving a motor vehicle for which the Insured does not meet the statutory registration requirements.
- 5.9 Accidents resulting from parachute jumps or while flying any type of aircraft.
- 5.10 Accidents while engaging in any manual trade.
- 5.11 Accidents while on military service abroad.
- 5.12 Massage and wellness treatments, and cosmetic operations.

## 6 Coverage of costs

**ELVIA shall guarantee to cover the costs of all inpatient hospital stays pursuant to this insurance policy. Such coverage shall be supplemental to statutory social security (KVG, UVG or any similar insurance available in the country in which the Insured Person is permanently resident) and any additional insurance policies. The Insured Person shall continue to be liable to the service provider (physician, etc.) in respect of all outpatient treatment in the locality. For the approval of costs, dial +41-44-723 44 77 (24 hours a day).**

## 7 Obligations in the event of a claim

- 7.1 Würth Financial Services AG must be informed in writing immediately upon occurrence of the event (see clause I 13).
- 7.2 At the request and expense of ELVIA, the Insured Person shall be required to undergo a medical examination by the company physician at any time.
- 7.3 In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):
  - Detailed medical certificate;
  - Original copies of physician's bills, bills for medicines and hospital stays and physician's prescriptions.

## F Curtailment of trip

### 1 Insurance benefits

The sum insured shall be limited to CHF 5,000 for individuals and CHF 15,000 for families. An excess of CHF 200 shall be payable per insured event.

## 2 Insured events/expenses

### 2.1 Repatriation benefits

#### 1 Repatriation due to curtailment of a trip by a travelling companion or family member

If any travelling companion, close relative or family member travelling with the Insured Person is repatriated to their place of residence, or is obliged to curtail the trip for any other reason covered by the insurance, with the result that the Insured Person would have to continue the trip alone, ELVIA shall arrange and pay for the extra return journey required by the Insured Person on the basis of a telephone call (see clause II F 4.1).

#### 2 Repatriation due to the illness, accident or death of a close relative at home

If any close relative at home is taken seriously ill, is seriously injured (see clause I 9) or dies, ELVIA shall arrange and pay for the extra journey required for the Insured Person to return to his or her permanent place of residence (see clause II F 4.1) on the basis of a telephone call.

#### 3 Early return home for other reasons of exigency

In the event of serious damage to the Insured Person's property in his or her place of residence caused by theft, fire or water damage or damage by natural hazards, ELVIA shall arrange and pay for the extra return journey required in order to return the Insured Person to his or her place of residence on the basis of a telephone call (see clause II F 4.1).

#### 4 Repatriation due to disturbance, natural disasters, strikes, or epidemics

In the event that it becomes impossible for the Insured Person to continue his or her trip, or if there is a specific risk to the life or property of the Insured Person due to any riot or disturbance, natural disaster, strike, or epidemic at the travel destination, ELVIA shall arrange and pay for the extra return journey required by the Insured Person on the basis of a telephone call (see clause II F 4.1).

#### 5 Repatriation due to breakdown or cancellation of transport

In the event of the breakdown or cancellation of any form of public transport (see clause I 9.4) booked or used for the trip, so that the continuation of the trip cannot be guaranteed in accordance with the schedule, ELVIA shall arrange and pay for the extra return journey or the subsequent continuation of the trip required by the

Insured Person on the basis of a telephone call (see clause II F 4.1). Cancellation shall not be deemed to include delays or detours made by any form of public transport booked or used. No claim may be made in respect of breakdowns or accidents in private vehicles used for the trip, irrespective of whether the Insured Person drives the vehicle in person or travels as a passenger.

## 2.2 Reimbursement of travel costs

### 1 Reimbursement of expenses for any part of the trip not taken

If the Insured Person is obliged to curtail the trip due to an insured event, ELVIA shall reimburse the costs for that part of the trip that has not been taken as a proportion of the agreed price. The costs of any pre-booked journey home shall not be reimbursed. No payment shall be made if the Insured Person is entitled to make a repeat trip on the basis of any additional insurance policy.

### 2 Unforeseen expenses in respect of additional return journeys, travel interruptions or delayed return journeys

ELVIA shall pay up to CHF 500 per person to cover any additional unforeseen costs incurred in connection with an insured event.

## 3 Excluded events

### 3.1 Absence of authorization from the ELVIA Emergency Center

The absence of any prior authorization from the ELVIA Emergency Center in respect of the repatriation benefits set out in clauses II F 2.1.1 – II F 2.1.5.

### 3.2 Curtailment by the tour operator

Situations in which it is impracticable for the travel agency, letting agent or tour operator, etc. to perform its contractual obligations, or where the travel agency, letting agent, or tour operator, etc. curtails the trip, would be obliged to curtail the trip due to specific circumstances, or is obliged to pay the costs of repatriation pursuant to statutory provisions. Such impossibility of performance shall include situations in which the Swiss Federal Department of Foreign Affairs or the Swiss Federal Office for Health advises against travelling to the country of destination, or the particular territory concerned.

## 4 Obligations in the event of a claim

4.1 Claims must be reported immediately upon occurrence of the event to Würth Financial Services AG (see clause I 13).

**Tel. +41-44-723 44 86**

**Fax. +41-44-723 44 87**

**In the event of a medical emergency while you are travelling, call +41-44-723 44 77 (24 hours a day).**

4.2 In addition to the documents referred to in clause I 5 above, the following documents must be submitted to Würth Financial Services AG (see clause I 13) (depending on the insured event):

- Booking confirmation;
- Medical certificate evidencing diagnosis, if available;
- Official attestations, if available;
- Original copies of receipts/bills showing any insured additional costs;
- Original copies of receipts for any unforeseen expenses or additional costs incurred;
- Original copies of airline or other tickets;
- Police reports.

# Summary of insurance cover

Conditions of cover      Travel and aviation accident insurance and purchase protection:  
Payment of at least 80% of the trip or 50% of the insured item using the UBS Platinum main card or a related second or partner card.

Insured Persons      • Main cardholder  
• The cardholder's spouse or cohabiting partner living in the same household  
• Children under the age of 25 living in the same household

Insurance	Insurance cover	Insured amount (maximum)	
<b>Travel and Aviation Accident Insurance</b>	Accidents when travelling as a passenger in buses, trains, aeroplanes, taxis, hire cars, etc.	Death/invalidity	CHF 750 000
		Transportation and rescue costs	CHF 60 000

## UBS Travel Insurance Plus

• Cancellation	Payment of cancellation fees when travel arrangements are cancelled due to the occurrence of an insured event (serious illness, serious accident, etc.)	Individuals per event/year	CHF 5 000
		Families per event/year	CHF 15 000
• Flight delays	Missed flight connections (due to a delay of six hours or more for the first airline)	Per event	CHF 300
		Per annum	CHF 600
• Luggage	Theft, loss, damage and destruction of luggage	Per event	CHF 4 000
		Per annum	CHF 8 000
• Purchase protection	Delayed delivery by a public transport company	Per event	CHF 300
		Per annum	CHF 600
• Costs of treatment abroad	Destruction or damage of merchandise purchased with credit card	Per event	CHF 1 000
		Per annum	CHF 5 000
• Curtailment of trip	Payment of any expenses incurred in the event of sudden illness or accidents abroad that are not covered by health or accident insurance	Per event	CHF 250 000
• Curtailment of trip	Arrangement and payment of return journey and reimbursement of expenses for any part of the trip not taken in the event of the trip being curtailed due to an insured event	Individuals per event/year	CHF 5 000
		Families per event/year	CHF 15 000

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