

Cancellation cost insurance

INFORMATION FOR THE INSUREE



Use of the male gender to facilitate readability is intended to also refer to the female gender.

EUROPÄISCHE Reiseversicherungs AG, hereinafter referred to as "ERV", with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (GCI).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insured.

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

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the general terms and conditions of insurance (GCI) will have exclusive validity.

GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E533



1 Insured persons

The lawful holder of the Datasport insurance comprising the confirmation of participation and these GCI is insured. This provision likewise applies if a group has been registered.

2 Special provisions, scope of application, period of application

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

3 Insured events

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

- a) unforeseen serious illness, serious injury, serious complication of pregnancy or death of the insured person, a person who is very close to the insured person or his acting representative at the place of work, making the presence of the insured person at the workplace essential;
- b) pregnancy of the insured person, if the date of the event is after the 24th week of pregnancy or if the event would present a risk to the unborn child;
- c) severe damage to the property of the insured person at his place of residence by fire, storm, theft or water damage, so making his presence at home indispensable;
- d) failure or delay by technical fault of the licensed public means of transport to be used to reach the starting venue.

B If a group member is unable to attend because of an insured occurrence, the other members may claim benefits only if they are relatives or relatives-in-law of the person concerned.

C If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, ERV shall pay the resulting insured costs if participation has to be cancelled because of a unforeseen serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

4 Insured benefits and compensation

A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the participation. Previous or subsequent events are not taken into consideration.

B ERV reimburses the cancellation costs which are effectively incurred if the insured person is unable to take part in the booked event because of the insured occurrence. In total, however, this benefit is limited by the participation fee paid to a maximum of CHF 350.-. If the starting position cancelled by the insured person is sold on to another participant, there exists solely a claim to the transfer fees.

5 Exclusions

Benefits are excluded:

- a) if the organiser cancels the event or should have cancelled the event for objective reasons;
- b) if the condition which gave rise to the cancellation was a complication or a sequel of an operation or medical treatment that was already planned at the time when the insurance began;
- c) if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of inscription and have not been resolved by the time of start;
- d) in the event of cancellation pursuant to par. 3 A a) without a medical indication and if the medical certificate is issued later than 48 hours after cancellation occurs or was obtained by means of a telephone consultation;
- e) if the cancellation occurs due to a training deficit, even if this is caused by an insured event;
- f) as a result of any kind of cheating or malpractice.

6 Obligations in case of claim

A The insured must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss or damage.

B The following documents must i.a. be submitted to ERV:

- the evidence of payment of the participation fee and of taking out the cancellation cost insurance (e-mail confirmation from Datasport),
- a detailed medical certificate (including diagnosis) or a death certificate or other official attestation.

C Unless otherwise indicated in advance by the insured person, the claim shall be settled by the issue of a Datasport voucher. The direct right to make a claim is vested in every case in the insured person.

D Please contact in case of claim, the claims department of EUROPÄISCHE Reiseversicherungs AG, Margarethenstrasse 38, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch.

7 Claims on third parties

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

8 Further provisions

A Claims superannuate 2 years after the claim.

B The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.

C Benefits wrongfully obtained from ERV shall be refunded to it, together with all resulting disbursements, within 30 days.

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

EUROPÄISCHE REISEVERSICHERUNGS AG

Handwritten signatures



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THE LARGEST TRAVEL INSURERS ASSOCIATION IN EUROPE