

General Terms and Conditions of Insurance collective complete Edition May 2006

Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG).



Who is the Insurer?

The Insurer is ELVIA Reiseversicherungs-Gesellschaft AG, called ELVIA in the following text. The headquarters of the company is at Hertistrasse 2, 8304 Wallisellen, Switzerland. In matters relating to legal protection insurance, the Insurer is CAP Rechtsschutz-Versicherungsgesellschaft AG, based at Badenerstrasse 694, 8048 Zurich, Switzerland.

Who is the Policy Holder?

The Policy Holder is ESL Language Studies Abroad, based at rue du Marché 19, 1820 Montreux, Switzerland.

What risks does the insurance cover, and what is the scope of the insurance protection?

The insured risks and the scope of insurance cover are set out in the policy and the General Terms and Conditions of Insurance.

Who are the people covered by the insurance?

Based on the group insurance contract concluded with the Policy Holder, the ELVIA travel insurance company offers insurance protection and a direct right of claim in association with the insurance provisions to the individuals defined in the application and named in the confirmation of insurance. The insured individuals are listed in the policy and the General Terms and Conditions of Insurance.

What are the important exclusions?

- Events that have already occurred at the time of joining the group insurance policy or booking the trip, or events that were discernible for the insured individual at the time of joining the group insurance policy or booking the trip.
- Events connected with epidemics or pandemics.
- Events connected with participation in risky actions, where the individual is knowingly exposed to danger.

This list only contains the most common exceptions. Further exceptions are set out in the General Terms and Conditions of Insurance and the VVG.

How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required.

The level of the premium will be defined at the time of application, and is indicated in the confirmation of insurance.

What are the duties of the insured individuals?

- To fulfil their contractual and legal duties of notification, information and conduct in full (e.g. prompt notification of a case of loss/damage to ELVIA).
- To do all that they can to help minimise and clarify the loss/damage (e.g. authorising ELVIA to issue the relevant documents, information etc. to third parties to clarify the case of loss/damage).

This list only contains the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG.

When does the insurance cover begin and end?

The beginning and end of the insurance cover are defined in the application and specified in the confirmation of insurance.

How do ELVIA and CAP handle information?

ELVIA handles information that arises from the contractual documents or the processing of the contract, and uses this in particular to establish the premiums, clarify risk, handling benefits cases, statistical evaluations and marketing purposes. The information is stored physically or electronically.

If necessary, the information is passed to involved third parties, to the extent needed. These third parties might be other participating insurers, the authorities, lawyers or external experts. Information may also be passed on in order to reveal or prevent the misuse of insurance.

General Terms and Conditions of Insurance

The ELVIA travel insurance company (called ELVIA in the following document) guarantees the benefits agreed in accordance with the collective insurance contract with ESL Language Studies Abroad and listed in this insurance document. These benefits are defined by the General Terms and Conditions of Insurance, and are supplemented by the provisions of the Swiss law governing insurance contracts.

I Common provisions relating to all components of insurance

The common provisions for all components of insurance only apply to the extent that there are no contrary provisions in the Special Provisions to the individual components of insurance.

1 Insured persons

The insurance covers all those individuals who are listed as insured in the confirmation of booking or the invoice for the package deal.

2 Scope of the insurance

The insurance covers trips or package deals for which reservations have been made, with destinations anywhere in the world.

3 Obligations in the event of loss/damage

3.1 The insured person has a duty to do everything possible to minimise and clarify the loss/damage.

3.2 The insured person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the contact address specified in the common provisions).

3.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to ELVIA.

3.4 If the insured person is also able to assert claims against third parties for the benefits provided by ELVIA, he/she must safeguard these claims and cede them to ELVIA.

3.5 The following documents must be made available to ELVIA at the contact address specified in the common provisions (depending on the insured event):

- Confirmation of booking or the invoice for the package deal, in the original
- Invoice for cancellation costs, in the original
- Transport tickets (airline tickets, railway tickets), entry cards, receipts, etc. in the original
- Receipts for unforeseen costs, in the original
- Death certificate
- Documents and/or official certificates that confirm that the loss/damage has happened (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)
- Invoices for costs of medical personnel, medical products and hospitals, plus doctor's prescriptions in the original
- Invoices for the insured additional costs in the original
- Letter of dismissal from the employer

4 Violation of obligations

If the person with the right to claim violates his/her obligations, ELVIA can refuse or reduce its benefits.

5 Non-insured events

5.1 If an event has already taken place at the time the contract is concluded or the trip is booked, or if the event was discernible for the insured person at the time the contract was concluded or the trip was booked, there will be no right to claim benefit.

5.2 Events are not insured if they have been caused by the insured person as follows:

- Misuse of alcohol, drugs or medical products
 - Suicide or attempted suicide
 - Participation in strikes or unrest
 - Participation in competitions and training sessions involving motor vehicles or boats
 - Participation in actions involving risks, where the individual knowingly exposes himself/herself to danger
 - Grossly negligent or pre-meditated conduct/omission
 - Commitment of a crime or offence, or the intention to do so
- 5.3 The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.
- 5.4 The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes or incidents involving atomic, biological or chemical substances.
- 5.5 The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment or ban on leaving the country.
- 5.6 When the purpose of the trip is for medical treatment as an in-patient.
- 5.7 When the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the insured person by blood or by marriage.
- 5.8 The insurance does not cover costs relating to kidnappings.
- 6 Definitions**
- 6.1 Closely connected persons
Closely connected persons are:
- Relatives (spouses, parents, children, parents-in-law, grandparents and siblings)
 - Personal partners and their parents and children
 - Carers of underage children or relatives who are in need of care and are not travelling with the insured person
 - Very close friends, with whom there is intensive contact
- 6.2 Europe
The European area of application includes all the nations on the European continent plus the Mediterranean and Canary Islands, Madeira and the nations that border the Mediterranean but are outside Europe. The eastern border north of Turkey is formed by Azerbaijan, Armenia and Georgia, together with the Ural mountain range.
- 6.3 Switzerland
The Swiss area of application covers Switzerland and the Principality of Liechtenstein.
- 6.4 Damage by the elements
Damage by the elements covers loss or damage caused by events involving the elements, such as high water levels, floods, storm (wind speeds of at least 75 km/h), hail, avalanche, weight of snow, rock slip, rock fall or landslide. Damage caused by earthquakes or volcanic eruptions does not count as damage by the elements.
- 6.5 Monetary assets
Monetary assets are cash, credit cards, securities, savings books, precious metals (as reserves, bullion or retail goods), coins, medals, loose precious stones and pearls.
- 6.6 Trip
A trip includes either an outward and return flight, or at least one overnight stay away from the usual place of residence, together with an outward and return journey, and lasts for a maximum of 31 days.
- 6.7 Travel company
A travel company (travel organiser, travel agent, airline, car hire company, hotels, course organiser etc.) includes any company that provides travel services based on a contract with and for the insured person.
- 6.8 Public conveyance or means of transport
A public conveyance or means of transport is a method of transport that travels regularly, on the basis of a timetable, and for which a ticket has to be purchased. Taxis and hired vehicles do not count as public means of transport.
- 6.9 Breakdown
A breakdown is a sudden, unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. The following are also categorised as a breakdown: tyre faults, lack of fuel, vehicle keys locked in the vehicle and discharged battery. Loss of or damage to the vehicle key and incorrect fuel are not categorised as a breakdown and are not covered by insurance.
- 6.10 Personal injury
An injury is the sudden, unintended damaging effect on the human body of an unusual external factor.
- 6.11 Motor vehicle accident
An accident is any damage to the insured vehicle, caused by a sudden violent external event, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. In particular, this includes events caused by impact, collision, turning over, crashing, subsidence and immersion.
- 6.12 Severe illness / Severe consequences of injury
Illnesses and/or consequences of injury are regarded as severe if they result in a temporary or permanent inability to work, or if they cause an absolute inability to travel.
- 7 Complementary clause**
- 7.1 If an insured person has an entitlement to claim under a different contract of insurance (voluntary or compulsory insurance), cover is limited to that part of our benefits which exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 7.2 If ELVIA has nevertheless provided benefits for the same loss/damage, these shall be regarded as an advance payment, and the insured person shall cede his/her entitlement to claim against the third party (third-party, voluntary or compulsory insurance) to ELVIA to the same extent.
- 8 Period of limitation**
The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based.
- 9 Hierarchy of standards**
The "Special provisions relating to the individual components of insurance" take precedence over the "General provisions relating to all components of insurance".
- 10 Place of jurisdiction and applicable law**
- 10.1 Actions against ELVIA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 10.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) applies as a supplement to these provisions.
- 11 Contact address**
ELVIA, Hertistrasse 2, Postfach, 8304 Wallisellen, Switzerland
- II Special provisions relating to the individual components of insurance**
- A Cancellation**
- 1 Scope**
Insurance protection begins when the final booking is made, and ends when the insured trip begins. The beginning of the trip is taken as the time the insured person enters the booked means of transport, or the booked hotel, etc., if no means of transport has been booked.
- 2 Insurance benefits**
- 2.1 Cancellation costs
If the insured person cancels the contract with the travel company as a result of an insured event, ELVIA will pay the contractually owed cancellation costs, up to the amount of the agreed sum insured.
- 2.2 Delay to start of trip

If the insured person suffers a delay to the start of the trip as a result of an insured event, ELVIA will pay the following costs instead of the costs of cancellation (up to a maximum of the level of the cost of a cancellation):

- the additional travel costs arising in relation to the delayed departure and
- the costs of the unused part of the trip, in proportion to the package price (excluding transport costs). The date of the outward journey is regarded as a used day of the package.

2.3 Expenses associated with disproportional or repeated administrative costs or with the insurance premium will not be reimbursed.

3 Insured events

3.1 Illness, injury, death and pregnancy

1 Severe illness, severe injury, complications of pregnancy or the death (in so far as the relevant event has arisen after the time of booking)

- of the insured person;

- of a person who is travelling with the insured person, and who has booked the same trip but has cancelled it;

- of a person who is closely connected to the insured person, but who is not travelling with the insured person;

- of the person deputising for the insured person at his/her place of work, if the presence of the insured person is indispensable.

If several people have booked the same trip, it can only be cancelled by a maximum of 6 people.

2 In the event of psychological illness, insurance cover only exists if

- the inability to travel and work is certified by a psychiatrist, and

- the inability to work is proven by providing a confirmation of absence from the employer.

3 In the event of chronic illness, insurance protection only applies if the trip has to be cancelled as a result of an unexpected acute worsening, as certified by a doctor. It is a prerequisite that the state of health of the insured person was stable and that the person was fit to travel at the time of booking.

4 In the event of pregnancy, insurance protection only applies if the pregnancy occurred after the time of booking the trip, and if the date of return is after the 24th week of pregnancy, or if the pregnancy has occurred after the time of booking the trip, and a vaccination that would present a risk to the unborn child is recommended for the destination of travel.

3.2 Effects on property at the place of residence

If the property of the insured person has been badly affected as a result of theft, fire or damage by the elements at the place of residence of the insured person, and the presence of the insured person is therefore indispensable.

3.3 Delay and failure of the means of transport for the outward journey

If it becomes impossible to start the booked trip as a result of a delay or failure of the means of public transport used on the outward journey to reach the point of departure anticipated in the travel package.

3.4 Failure of the vehicle on the outward journey

If the private vehicle or taxi becomes undrivable during the direct trip to the point of departure anticipated in the travel package, as a result of an accident or breakdown. Problems involving keys and fuel are not covered by insurance.

3.5 Unemployment / unexpected start of a new job

If the insured person unexpectedly starts a new job or receives a notice of termination of employment through no fault of his/her own within the last 30 days before the outward journey

3.6 Summons from the authorities

If the insured person unexpectedly receives a summons to appear as a witness or as a juror in a court. The court dates must lie within the period of travel.

3.7 Theft of passport or identity card

If the passport or the identity card of the insured person is stolen immediately before departure, making it impossible to start the trip. NB: There are emergency passport offices at various airports.

4 Non-insured events (as a supplement to Clause I 5: Non-insured events)

4.1 Poor course of recovery

Where an illness or the consequence of an accident, an operation or a medical intervention already exists at the time of booking the trip, and recovery is not complete by the date of travel. If recovery from the consequences of an operation/medical intervention already planned at the time of booking the trip, but not undertaken until afterwards, is not complete by the date of travel.

4.2 Cancellation by the travel company

Where the travel company can not fulfil the contractual benefits in full or in part, or cancels the trip, or has to cancel as a result of the actual circumstances, and is required statutorily to reimburse the costs of those benefits that are not provided. The actual circumstances, as a result of which the trip would have to be cancelled, would include advice from the Swiss Department of Foreign Affairs against travel to the affected area.

4.3 Official directives

If official directives make it impossible to carry out the booked trip according to plan.

5 Obligations in the event of loss/damage (as a supplement to Clause I 3: Obligations in the event of loss/damage)

In order to be able to call upon the ELVIA benefits, the person with the entitlement to claim must cancel the booked trip with the travel company or the person who is renting immediately upon the occurrence of the insured event, and then notify ELVIA of the loss/damage in writing..

B Assistance

1 Scope

Insurance cover is provided for the trip duration agreed in the confirmation of booking or the invoice for the package deal.

1a Sums insured

Unless otherwise indicated in the following Terms and Conditions, the benefits are unlimited.

2 Insured events and benefits

The ELVIA emergency call centre is available round the clock (calls to the emergency call centre are recorded):

Tel. +41 44 202 00 00

Fax +41 44 283 33 33

In the case of medical benefits, the ELVIA-Assistance doctors have the sole right to decide upon the type and timing of the measure undertaken.

The following benefits must in any event be requested by telephone through the ELVIA emergency call centre:

2.1 Assistance benefits

1 Transfer to the nearest suitable hospital

If the insured person becomes seriously ill, or is seriously injured, or if an unexpected worsening of a chronic illness, certified by a doctor, occurs during the trip, ELVIA-Assistance will organise and pay for transfer into the nearest hospital suitable for the treatment, based on an appropriate medical diagnosis.

2 Repatriation with medical care to a hospital at the place of residence

If medically necessary, ELVIA-Assistance will organise and pay for repatriation with medical care to a hospital suitable for the treatment, at the place of residence of the insured person, with the same prerequisites as in Clause II B 2.1.1.

3 Repatriation without medical care to the place of residence

Based on an appropriate medical diagnosis, and the prerequisites of Clause II B 2.1.1, ELVIA-Assistance will organise and pay for repatriation without accompaniment by medical carers to the place of residence of the insured person.

4 Return travel caused by the interruption of the trip by a fellow traveller or member of the family on the same trip

If a closely-connected person or member of the family on the same trip is repatriated to his/her place of residence, or the trip has to be interrupted for some other insured reason, and the insured person would have to continue the trip on his/her own, ELVIA-Assistance will organise and pay for the extra costs for the additional return journey (first-class train ticket, economy-class air ticket) for the insured person / the insured family member.

5 Care for under-age children on the same trip

If both parents, or the only parent taking part in a trip, have to be repatriated to their place of residence, ELVIA-Assistance will organise additional care for the under-age children who would have to continue the trip or return home alone, and will pay the costs for the outward and return journey of a carer (1- class train ticket, economy class air ticket).

6 Return travel caused by the illness, injury or death of a closely-connected person at home, or deputising person at the place of work

- If a closely-connected person at home or a deputy at the place of work becomes severely ill, is severely injured or dies, ELVIA-Assistance will organise and pay for the extra costs for the additional return journey (1- class train ticket, economy class air ticket) to the permanent place of residence of the insured person.
- 7 **Premature return for other important reasons**
If the property of an insured person at their place of residence has been severely affected as a result of theft, fire or damage by water or the elements, ELVIA-Assistance will organise and pay for the extra costs for the additional return journey (1- class train ticket, economy class air ticket) for the insured person to their place of residence.
 - 8 **Temporary return**
ELVIA-Assistance will also organise and pay for the temporary return (1- class train ticket, economy class air ticket) of an insured person to their place of residence (outward and return) for the same reasons as under Clause II B 2.1.6 and II B 2.1.7. The costs for the unused part of the trip will not be reimbursed.
 - 9 **Repatriation of the body in the event of death**
If an insured person dies, ELVIA will pay for the costs of cremation away from the home nation, or the extra costs to fulfil the international agreement on the conveyance of corpses (minimum requirements such as a lead coffin or lining) plus the return carriage of the coffin or urn to the last place of residence of the insured person. Disposal of the lead coffin is also covered.
 - 10 **Effects of the theft of documentation**
In the event of the theft of personal documents (passport, identity card, conveyance tickets and accommodation vouchers), temporarily making continuation of the trip or return to Switzerland impossible, ELVIA will pay the extra costs of the stay (hotel, transportation costs) up to a maximum of CHF 2,000 per event, providing the responsible police authorities have been promptly informed..
- 2.2 **Visiting trip**
If the insured person has to be hospitalised abroad for more than 7 days, ELVIA-Assistance will organise and pay for a visiting trip (1- class train ticket, economy class air ticket, medium-class hotel) for a maximum of two closely-connected people, up to a maximum of CHF 5,000.
 - 2.3 **ELVIA-Service benefits**
 - 1 **Advance payment to a hospital**
If the insured person has to be hospitalised abroad, ELVIA Assistance will, if necessary, provide an advance payment of the hospital charges, up to CHF 5,000. The advance payment must be repaid to ELVIA-Assistance within 30 days of discharge from the hospital.
 - 2 **Travel information**
Before departure, ELVIA will, if requested, provide insured persons with important information about the conditions on arrival, charges, customs, currencies and health conditions.
 - 3 **Provision of hospital and medical practitioner contacts abroad**
If necessary, ELVIA will arrange a correspondence doctor, or a hospital in the area covered by the trip, for those persons it has insured. If there are comprehension problems, ELVIA will provide help with translation.
 - 4 **Advice service**
ELVIA will provide advice to insured persons on minor medical problems encountered in the country of travel. Insured persons can also turn to ELVIA for help with day-to-day problems in the country of travel.
 - 5 **Notification service**
If the ELVIA-Assistance centre has arranged to undertake any measures, it will also notify the relatives and employer of the insured person about the facts of the case and the measures undertaken where necessary.
 - 2.4 **Reimbursement of travel costs**
 - 1 **Reimbursement of the costs of the unused part of the trip**
If an insured person is forced to interrupt the trip prematurely as a result of an insured event, the costs of the unused portion of the trip will be reimbursed by ELVIA-Assistance in proportion to the insured package. Compensation is limited to CHF 10,000. Reimbursement will not be made for the cost of homeward travel originally booked. Benefit is cancelled if entitlement to a repeat trip exists as the result of an additional insurance policy.
 - 2 **Unforeseen costs associated with repatriation, additional return journey, interruption of trip or delayed return journey**
If any unforeseen additional costs (taxis, telephone charges, etc.) arise in connection with an insured event, ELVIA-Assistance will pay these additional costs up to a limit of CHF 750 per person.
- 3 **Non-insured events and benefits (as a supplement to Clause I 5: Non-insured events)**
 - 3.1 **Where there is no agreement from the ELVIA emergency call centre**
If the ELVIA emergency call centre has not agreed in advance to the benefits.
 - 3.2 **Curtailment by the travel company**
If the travel company does not fulfil the contractual benefits in full or in part, or interrupts the trip, or has to interrupt or cancel as a result of the actual circumstances, and has to reimburse the costs of benefits not provided on statutory grounds and/or pay the costs of return travel. Actual circumstances, as a result of which the trip would have to be cancelled or interrupted, would include advice from the Swiss Department of Foreign Affairs against travel to the affected area.
 - 3.3 **ELVIA-Assistance does not cover the costs of out-patient or in-patient treatment.**
 - 4 **Obligations in the event of loss/damage (as a supplement to Clause I 3: Obligations in the event of loss/damage)**
In order to be able to claim ELVIA-Assistance benefits, the ELVIA emergency call centre must be informed immediately of the event or illness:
Tel. +41 44 202 00 00
Fax +41 44 283 33 33
- C **Search and rescue costs**
 - 1 **Sum insured**
The maximum sum insured is CHF 30,000.
 - 2 **Insured event and benefit**
 - 2.1 If the insured person is registered as missing abroad, or has to be rescued from a physical emergency, ELVIA-Assistance will pay the necessary search and rescue costs.
 - 2.2 In all cases, the search and rescue operations must be requested from the ELVIA emergency call centre by telephone:
Tel. +41 44 202 00 00
 - 3 **Non-insured events and benefits (as a supplement to Clause I 6: Non-insured events)**
If the ELVIA emergency call centre has not agreed in advance to the search and rescue operations.