



Swissquote multi-currency Credit Card

CHF / EUR / USD / GBP / AED / CAD / AUD / SEK / NOK / DKK / HKD / JPY

Gold Card Application Form



Account holder information

Title:

First Name:

Last Name:

Date of birth:

Account number:

Cardholder information (if different from account holder)

Only account holder and joint account holder can be the owner of the card

Title:

First Name:

Last Name:

Date of birth:

Reception address – Card and PIN must be sent to:

Full Address:

Standard
(4-8 working days)

Express (1-3 working days)
(additional fee)

Monthly spending limit and currency – Please choose your reference currency

CHF

EUR

USD

Limit: 10,000

Other:

(minimum amount: 500)

As indicated in the GTC, this amount will be blocked on your account.

Automatic debit

I hereby authorise Swissquote to proceed with an automatic debit of the total balance reported on the monthly card statement. The automatic debit shall take place after the end of the reference period and be booked on my credit card account. I will receive a monthly card statement electronically (in PDF format), free of charge, and I have been informed that I may receive it after the credit card account was debited.

Summary of fees and services Gold Card: (Fees in CHF, EUR or USD)

Annual Fee *	200.- p.a.; First year: Free
Additional Card *	100.- p.a.
Replacement card worldwide	20.-
Urgent Card/PIN	50.-
Transactions in other currencies **	1.5%
Commission for cash withdrawals ***	3.5%, min 5.- or equivalent

* Charged, for the second year, on the first business day following the end of the calendar month when the card was setup, and charged annually thereafter on the anniversary of the first date it was charged.

** Currencies not included in the multi-currency offer.

*** In case the cash withdrawal is done in a currency included in the multi-currency offer, the fee will be taken in the withdrawal currency.

Bonus program:

Card debits converted into trading credits	1% per quarter, valid for 3 months
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Overview of insurance benefits for Gold card customers residing in Switzerland:

Insurance components	Insurance benefit	Insured sum (maximum)
A Cancellation fees	Cancellation of departure and delayed departure	per event: CHF 10,000.–
B Assistance	Repatriation under medical supervision to home, additional return travel, temporary or permanent interruption of travel	per event: unlimited
C Search or rescue fees	Search or rescue fees	per event: CHF 50,000.–
D Baggage	Simple theft, robbery with violence, loss, damage, and destruction. The insured sum is limited for certain objects.	per event: CHF 2,000.–
E Excess insurance (CDW) for hire car	Excess resulting from damage to a hire vehicle during the hire period	per case: CHF 10,000.–

Services without covering costs:

Components of services	Delivery of services
F Travel Hotline	Information by telephone about travel, hospitals, and for minor medical problems

I hereby acknowledge that I have read and accepted the entire fees schedule, which includes, but is not limited to, the above-mentioned fees and services.

Instructions

Kindly fill out this form and send it by post to:

Swissquote Bank Ltd
Central Data
Chemin de la Crétaux 33
Case postale 319
CH - 1196 Gland

Summary of the general terms and conditions and signatures

Declaration by the undersigned

The undersigned herewith confirms that the above statements are accurate. Swissquote may reject this card application without stating reasons. In this case, Swissquote is authorised to offer the undersigned other products and services (including by sending e-mails to the address linked to the account given above). The undersigned may revoke this authorisation at any time by informing the Payment Card Service Helpdesk.

Swissquote is authorised to mandate third parties in **Switzerland and abroad**, in particular SIX Payment Services (Europe) SA in Luxembourg, SIX Payment Services AG and NID SA, in Switzerland, to provide in full or in part any and all services pursuant to the contractual relationship (e.g. application processing, manufacturing of cards, overall cards management). The undersigned **authorises** Swissquote to provide such third parties with the data necessary for diligently performing their duties and to transfer such data **abroad** for such purposes. The undersigned acknowledges that Swissquote cannot be held responsible for the misuse of the data by such third parties, irrespective of the location of the data processing (in Switzerland or abroad).

Only Gold credit cardholders **residing in Switzerland** are eligible for the travel insurance with Allianz Global Assistance (AGA) included with the Gold credit card. The undersigned benefiting from a travel insurance cover **authorizes** the transmission by Swissquote of data concerning him/her to AGA and its agents to the extent necessary for the insurance benefits. In this sense, the undersigned benefiting from a travel insurance cover **waives** any right to banking secrecy and/or confidentiality.

By signing and/or using the card, the undersigned confirms that he/she has acknowledged, understood and accepted the **General Terms and Conditions for the use of Swissquote credit cards and prepaid cards, the General Terms and Conditions of Travel Insurance as well as the fee schedule, which may be obtained on Swissquote's website.**

This contract is governed by **Swiss law**. The place of performance, place of jurisdiction, and – if the undersigned is resident abroad – the place of enforcement shall be **Gland, Switzerland**.

Place and date:

Account/Card holder's signature:

General Terms and Conditions for the use of Swissquote credit cards and prepaid cards

These General Terms and Conditions (the "GTC") govern the legal relationship between Swissquote Bank Ltd ("Swissquote") and the holder ("Cardholder") of a Swissquote MasterCard credit card (a "Credit Card") or a MasterCard prepaid card (a "Prepaid Card", together with a Credit Card, each a "Card").

1. Issue of credit card or prepaid card

- 1.1 In order to be eligible for a Credit Card, the applicant must hold a Swissquote Trading account in his name (the "**Credit Card Account**").
- 1.2 In order to be eligible for a Prepaid Card, the applicant must hold a Swissquote account in his name, the type of which is defined at Swissquote's sole discretion (the "**Prepaid Card Account**", together with the Credit Card Account, each an "**Account**").
- 1.3 Upon approval of a Card application deemed satisfactory by Swissquote, the applicant shall receive a confirmation of acceptance together with the GTC, as well as the requested Card. The associated Personal Identification Number (PIN) shall be delivered by separate post for the Card or by any other mean deemed acceptable by Swissquote (e.g. electronically). By signing and/or using the Card, the Cardholder confirms that he has received the GTC, has read the fee schedule (Section 8) and accepted their content.
- 1.4 At the request of the Cardholder, Swissquote may, at its sole discretion, issue additional personal and/or partner Cards (hereinafter likewise referred to each as a "**Card**").
- 1.5 Each Card issued remains the property of Swissquote. Furthermore, Swissquote may at any time amend or modify the conditions on which the Card may be used, and or discontinue the Card, in particular the Contractual Spending Limit (Section 4.2).

2. Use of the card

- 2.1 Transactions may be authorized worldwide by MasterCard accepting merchants, subject to the terms and conditions set forth in these GTC and to the individual Card's Contractual Spending Limit and Effective Spending Limit (Section 4):
 - 2.1.1 by entering the PIN, signing the sales slips or by simply using the Card (e.g., for contactless payments) when paying for goods or services or when withdrawing cash from a cash machine or a bank counter;
 - 2.1.2 by giving the Cardholder's name as it appears on the Card, the Card number, the expiry date, and/or, if requested, the security code (CVV, CVC) when paying for goods or services by telephone, by correspondence or online. If

requested by an online merchant offering 3-D Secure, the code received by SMS must also be entered when the correct security message defined by the Cardholder appears, and/or any combination of the relevant security elements as may be applicable.

- 2.2 **Swissquote may, at its sole discretion and without prior notice, adjust or restrict the possible uses of the Card (e.g., restrictions in terms of amount, currency, point of sale, jurisdiction or otherwise).**
 - 2.3 The Cardholder acknowledges all transactions authorized in accordance with this Section 2 and the resulting claims of merchants respectively. At the same time, the Cardholder irrevocably instructs Swissquote to settle any claims of merchants.
 - 2.4 The Cardholder undertakes to use his Card only to the extent that his financial circumstances allow. It is prohibited to use the Card for illegal purposes (e.g., buying illegal goods or services).
 - 2.5 In case the Card is blocked in accordance with these GTC or otherwise as permitted by law, no transaction shall be authorized or processed.
- ## 3. Payment obligations
- 3.1 **The Cardholder unconditionally undertakes to pay to Swissquote any and all expenses and fees generated using a Card (including, for the avoidance of doubt, additional personal and/or partner Card(s)).**
 - 3.2 The Cardholder further acknowledges that the amount shown on any Monthly Card Statement (Section 5.6), including those issued to holders of additional personal and/or partner Cards, is the total due and payable to Swissquote by the Cardholder. **The Cardholder undertakes to pay Swissquote any such amount and authorizes Swissquote to debit the Account or any other account held by the Cardholder with Swissquote for this purpose.**
- ## 4. Limits
- 4.1 Credit Cards are subject to the Contractual Spending Limit and the Effective Spending Limit. Prepaid Cards are subject to the Effective Spending Limit.
 - 4.2 The "**Contractual Spending Limit**" shall mean, with respect to Credit Cards, the limit designated as such in the Credit Card application approval or otherwise in writing (which shall include electronic communication and information displayed on Swissquote's website).
 - 4.3 **The "Effective Spending Limit" shall mean, as determined by Swissquote:**
 - 4.3.1 **with respect to Credit Cards, the Contractual Spending Limit minus the Current Month Spent Amount (Section 4.4) except in the situation contemplated under Section 5.4;**
 - 4.3.2 **with respect to Prepaid Cards, the amount available on the Prepaid Card.**
 - 4.4 The "**Current Month Spent Amount**" shall mean any

amount spent on a monthly basis (which shall include any transactions and cash withdrawals) and any fees pursuant to Section 8 generated using the Card. This Current Month Spent Amount shall be booked on the Card and reduce the Effective Spending Limit accordingly.

5. Margin requirement and invoicing for credit cards

5.1 As a security for the Cardholder's obligations towards Swissquote, in addition to the right of lien and set-off contemplated in Swissquote's General Business Conditions and Safe Custody Regulations, Swissquote shall block on the Credit Card Account an amount in freely available cash in a currency in which the Contractual Spending Limit is denominated corresponding to the Contractual Spending Limit (the "Margin").

5.2 **The Cardholder hereby authorizes and instructs Swissquote to debit from the Credit Card Account or, at Swissquote's sole discretion, to proceed with an automatic debit after the end of the Reference Period (Section 5.6) for all authorized transactions and any fees generated using the Credit Card.** Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims do not release the Cardholder from his obligation to pay for all transactions and fees evidenced on the Monthly Card Statement (Section 5.6).

5.3 The Cardholder acknowledges that, because the Margin serves as a guaranty, the debit contemplated under Section 5.2 shall be covered by freely available cash on the Account. The Cardholder is therefore required to ensure that, at all times, an amount of freely available cash equivalent at least to the Contractual Spending Limit in a currency in which the Contractual Spending Limit is denominated (the "Additional Cash Amount") is available on the Credit Card Account after the debit contemplated under Section 5.2 has been operated. The Cardholder acknowledges that, if the Credit Card is denominated in more than one currency and depending on the transactions entered into by the Cardholder, the debit may be in a currency for which cash is insufficient on the Credit Card Account, leading to negative interests being charged to the Cardholder. The Cardholder may decide to activate the Auto-Forex functionality, if available on his account. Alternatively, without prejudice to other rights granted to Swissquote pursuant to these GTC, Swissquote is authorized but not obliged to convert any cash amount on the Credit Card Account in the currency in which all or part of the debit contemplated under Section 5.2 must be performed and to charge a fee in accordance with the fee schedule (Section 8).

5.4 If, following the debit contemplated under Section 5.2, the Additional Cash Amount is not available on the Credit Card Account, the Effective Spending Limit shall not be renewed to the extent of the Contractual Spending Limit. Once the Additional Cash Amount is freely available, the Effective Spending Limit shall again be calculated pursuant to Section 4.3.1 above.

5.5 If the Effective Spending Limit is zero (either because

of lack of Additional Cash Amount or otherwise), no further transactions shall be authorized or processed.

In addition, transactions which would result in the Effective Spending Limit to become a negative number shall not be authorized or processed. **Swissquote is however entitled, at its sole discretion, to authorize transactions relating to recurring services to be processed, which may result in an Over-Limit Situation (Section 7).**

5.6 Swissquote shall communicate to the Cardholder a monthly card statement, which shall contain, with respect to the reference period indicated on the statement (the "Reference Period") all transactions authorized and or processed in accordance with Section 2 and any fees owed pursuant to Section 8 (the "Monthly Card Statement"). The Cardholder may receive the Monthly Card Statement after the Credit Card Account was debited.

6. Debit of prepaid cards

6.1 Swissquote will debit the amount initially instructed by the Cardholder directly from the Prepaid Card Account referenced in the Card application form and credit it to the Prepaid Card. The Cardholder may proceed with any further loadings by means of the Card loading reloading instruction form.

6.2 Any transaction in excess of the Effective Spending Limit shall not be authorized or processed. In addition, transactions which would result in the Effective Spending Limit to become a negative number shall not be authorized or processed. **Swissquote is however entitled, at its sole discretion, to authorize transactions relating to recurring services to be processed, which may result in an Over-Limit Situation (Section 7).**

7. Over-limit

7.1 In case, for whatever reason (including malfunctioning of IT or payment systems or the use of recurring services), the Cardholder exceeds the Effective Spending Limit of a Card and is able to enter into transactions although the Effective Spending Limit is zero or into transactions which would result in the Effective Spending Limit to become a negative number (the "Over-Limit Situation"), the Cardholder undertakes to immediately cover any resulting negative balance, as well as to ensure that sufficient cash is available on the Account to fulfil the Cardholder's obligations towards Swissquote.

7.2 In case of an Over-Limit Situation, Swissquote shall be entitled, at its sole discretion, to charge the Cardholder's Account the full amount exceeding the Effective Spending Limit. In this regard, Swissquote is entitled, at its sole discretion, to debit the Margin (if applicable) and any other cash amount credited on the Account (regardless of the currency). If sufficient cash is not available on the Account, the Cardholder shall be considered as having defaulted pursuant to Swissquote's General Business Conditions and Safe Custody Regulations, and Swissquote shall be entitled, at its sole discretion, to all rights and remedies granted to it pursuant to Swissquote's General Business Conditions and Safe Custody Regulations, without

prejudice to other rights and remedies available to Swissquote, including liquidating any and all assets on the Accounts to cover debts of the Cardholder, without prior notice.

8. Fees/Currency rates

8.1 Fees are charged by Swissquote to the Cardholder in connection with the Card and its use. These fees shall be listed in a fee schedule and brought to the attention of the Cardholder together with the Card application and/or in a manner deemed appropriate by Swissquote and may be requested at any time from the Payment Card Service Helpdesk (Section 14) or accessed online on Swissquote's website. Furthermore, third-party costs may be passed on and expenses incurred by the Cardholder shall also be charged.

8.2 **Amendments to fees may be made at any time via adjustments to the fee schedule, in justified cases without prior notification to the Cardholder.** Such amendments shall be communicated to the Cardholder in a manner deemed appropriate by Swissquote. Upon notification and in the event of objection, the Cardholder shall be free to terminate or cancel the Card, without prejudice to any obligations of the Cardholder incurred prior to such termination.

8.3 In the event of transactions in a different currency than the currencies in which the Card is denominated and/or in the event that funds on the Account in the relevant currency are not sufficient to cover the relevant debits, Swissquote is entitled, at its sole discretion, to convert the transaction amount into any currencies in which the Card is denominated by applying the exchange rate it deems applicable and to charge an additional processing fee on each transaction.

8.4 **Credit balances on any Card shall not accrue interest.**

9. Obligation to exercise due care

9.1 The Cardholder must in particular exercise the following duties of care:

9.1.1 the Card must be signed by the Cardholder, in the area provided for this purpose, immediately upon receipt;

9.1.2 the PIN, password and security message for 3-D Secure (hereinafter referred to as "**Authentication Details**") and the Card must be kept with particular care and separately from each other in secure locations. The Card and Authentication Details may under no circumstances be disclosed or made accessible in any other way to third parties (e.g. by not concealing the PIN when entering it). The Authentication Details must never be written on the Card or saved electronically (even in an altered form) and must not be easily ascertainable (e.g. telephone numbers, dates of birth, car license numbers). If there is reason to assume that another person is or might be aware of the Authentication Details, the Cardholder must change them immediately;

9.1.3 the Cardholder must always know where his Card is and regularly ensure that it is still in his possession;

9.1.4 the Monthly Card Statement must be checked immediately

upon receipt against the sales and transaction receipts, which should be retained for this purpose. Any discrepancies, in particular debits resulting from misuse of the Card, must be reported to the Payment Card Service Helpdesk immediately (Section 14), and in any case within 30 days following the receipt of the Monthly Card Statement by written notice of complaint. Should the Cardholder not take the measures set forth in this Section 9.1.4, the Monthly Card Statement will be deemed to have been accepted. **Any late objection may also result in the Cardholder violating his obligation to minimize losses and in his being held responsible for the resulting losses.**

9.2 The Cardholder must report any instance of loss, theft, confiscation or misuse as well as suspicion thereon immediately to the Payment Card Service Helpdesk (Section 14). If there is suspicion that a criminal act has occurred, the Cardholder must further report this to local authorities immediately and take all reasonable steps to assist in clearing up the matter and minimizing the loss or damage incurred.

9.3 If the Card is blocked or cancelled, the Cardholder shall be obligated to inform all merchants that are paid using the Card for recurring services (e.g. newspaper subscriptions, memberships, online services) of the blocking or cancellation. The same obligation applies if the Effective Spending Limit is zero or insufficient to cover the recurring services.

9.4 Expired, invalid or blocked Cards must be automatically and immediately rendered unusable by the Cardholder.

9.5 If the Cardholder fails to receive a new Card at least 15 days before the expiry of the preceding Card, he must report this to the Payment Card Service Helpdesk immediately (Section 14).

9.6 Changes to the information given on the Card application (name, address, account number, etc.) must immediately be reported to Swissquote.

10. Responsibility/Liability

10.1 **The Cardholder shall be liable for all liabilities arising from the use of the Card. The holder of the main Card shall be jointly and severally liable for all liabilities arising out of the use of additional personal and/or partner Card(s), even if the holders of the said Cards receive separate Monthly Card Statements.** Any dispute in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the Cardholder with the involved merchant. When returning goods, a credit confirmation must be requested from the merchant; when cancelling a transaction, a confirmation of cancellation must be requested. Disputes do not release the Cardholder towards Swissquote and in no way prevent Swissquote from charging the Account for a disputed transaction.

10.2 **Until the Card is blocked, the Cardholder is responsible for all transactions deemed authorized in accordance with Section 2. The Cardholder is solely responsible for any risks resulting from misuse of the Card by third parties, including without limitation partners,**

authorized agents and persons living in the same household. In any case, the Cardholder is liable for all transactions authorized using the PIN and/or any other security elements provided to the Cardholder.

- 10.3 **Loss or damage resulting from the use of the Card(s) and/or Authentication Details by a third party shall be borne solely by the Cardholder.**
- 10.4 **Loss or damage incurred by the Cardholder in connection with the possession or use of the Card(s) shall be borne solely by the Cardholder. Swissquote assumes no liability if a merchant refuses to accept the Card as a means of payment or if, due to a technical defect, limit adjustment, termination or blocking, the Card cannot be used.**
- 10.5 Notwithstanding any cancellation or blocking of the Card, Swissquote remains entitled, at its sole discretion, to charge the Cardholder for all amounts relating to recurring services until such services are cancelled by the Cardholder or Swissquote decides to stop processing transactions related to recurring services.
- 10.6 **Swissquote assumes no liability for benefits or additional services made available with the Card or for loss or damage covered by an insurance policy.**

11. Term and termination

- 11.1 The Card as well as the benefits and additional services connected therewith shall expire at the end of the month/year embossed on the Card. A new Card shall be supplied to the Cardholder within reasonable time unless the contractual relationship has been terminated.
- 11.2 If the Cardholder neither wishes to renew his Card, nor the additional personal and/or partner Card(s), the Cardholder must notify Swissquote accordingly in writing at least 60 days before the expiry of the Card, failing which Swissquote is entitled, at its sole discretion, to charge the annual fee for the Card(s) in accordance with the fee schedule.
- 11.3 **The Cardholder or Swissquote may at any time and without giving reasons cause the Card to be blocked and/or the contractual relationship relating to the Card to be terminated.**
- 11.4 **Upon termination, all amounts outstanding on the Card(s) automatically become due for payment. Swissquote is authorized to debit the Account for any and all amounts outstanding.**
- 11.5 Upon termination, the Cardholder must render unusable the Card and any additional personal and/or partner Card(s) forthwith and without further request. The Cardholder is not entitled to a pro rata reimbursement of the annual fee.
- 11.6 Urgent replacement of an unexpired Card and/or PIN is subject to a fee in accordance with the fee schedule (Section 8).

12. Processing and disclosure of data involvement of third parties

- 12.1 The Cardholder accepts that merchants shall forward transaction data to the Card issuer, Swissquote, and its agents SIX Payments Services (Europe) SA in Luxembourg, SIX Payments Services AG and NID SA, in Switzerland, via the global MasterCard network, even

in respect of transactions conducted in Switzerland.

- 12.2 **Swissquote and its delegates, contractors, service providers and/or agents are authorized to store, process and use contract and transaction data, for the purpose of providing services relating to the Card, market research, quality assurance, as well as developing, or offering to the Cardholder additional products and services.** The following data is typically processed: details on the Cardholder, Account, Card transactions and additional services. The Cardholder can forego offers and information about Swissquote products and services at any time. The Payment Card Service Helpdesk (Section 14) must be informed of this wish.
- 12.3 **Swissquote may process data relating to the Cardholder, the Card, the usage of the Card and any transactions on the Card, as well as any secondary or additional benefits and services related to the Card, so that Swissquote may create, analyze and process consumer, transaction and client profiles for any of the purposes permitted under applicable law and as provided from time to time in these GTC.**
- 12.4 **Swissquote may engage the services of third parties based in Switzerland or abroad (including in jurisdictions that do not offer a level of protection for personal data equivalent to that in Switzerland) in connection with the offering and servicing of the Cards.** In particular, the Cardholder acknowledges that SIX Payments Services (Europe) SA in Luxembourg, SIX Payments Services AG and NID SA, in Switzerland, – which conduct certain functions relating to the Cards on behalf of Swissquote – and their delegates, contractors, service providers and/or agents (e.g., for the production of Cards) shall be given access to the Cardholder's data insofar as this is necessary for the diligent performance of the tasks assigned to them.
- 12.5 The international card organization (MasterCard International) and its contractors responsible for processing Card transactions on its behalf shall be informed solely of the relevant transaction data (e.g., Card and transaction reference number, expiry date, transaction and invoice amount, booking and invoice date and information on the merchant). In certain cases (e.g., purchase of flight tickets, hotel bills, car rental, purchase of fuel) they will also be informed of the name of the Cardholder or the name of the person for whom the transaction was executed.
- 12.6 **Swissquote is authorized to transfer and/or offer to transfer the contractual relationship with the Cardholder with regard to the Cards or individual rights and/or obligations relating thereto to third parties (including SIX Payment Services (Europe) SA, in Luxembourg), e.g. for payment collection purposes or in connection with securitization, in Switzerland and abroad (including in jurisdictions that do not offer a level of protection for personal data equivalent to that in Switzerland).** As part of this transfer or offer to transfer, Swissquote may grant such third parties access to data relating to the Cardholder and the Card to the extent necessary, and the Cardholder expressly authorizes and consents to such access, and waives any right to banking secrecy

and/or confidentiality to the extent necessary.

- 12.7 Swissquote shall be permitted to send the Cardholder fraud notices to the cell phone number that he has specified.

13. Bonus program

- 13.1 All Credit Cards may participate in a bonus program details of which would be provided to the Cardholder in a manner deemed appropriate by Swissquote or upon request by the Cardholder to the Payment Card Service Helpdesk (Section 14).
- 13.2 Swissquote may amend the terms of the bonus program at any time without prior notice, and may in particular subject its availability to certain conditions. Swissquote may further cancel the bonus program, in whole or in part, at any time and without any prior notice. In such a case all accrued benefits under the bonus program are forgone by the Cardholder.

14. Payment card service helpdesk

- 14.1 The Payment Card Service Helpdesk will be available on a best effort basis to the Cardholder for all matters related to the issue and use of Cards by telephone on +41 58 721 93 93 (on a 24/7 basis for Card blocking). The Payment Card Service Helpdesk is operated by SIX Payments Services AG in Switzerland and SIX Payment Services (Europe) SA in Luxemburg, or another contractor chosen by Swissquote.
- 14.2 **Swissquote is authorized, but under no obligation, to record, store and process all communications with the Payment Card Service Helpdesk, including for evidence, quality assurance or training purposes.**

15. Further provisions

- 15.1 Swissquote is entitled to amend these GTC at any time (including the fee schedule, etc.). Such amendments shall be communicated to the Cardholder in a manner deemed appropriate by Swissquote. The amendments shall be deemed to have been accepted by the Cardholder unless an objection is raised in writing within one month of notification, but in any event, when the Card is first used after such amendments. In case of objection and in case the Cardholder is unable to reach an agreement with Swissquote, the Cardholder shall be free to cancel the Card before the amendments become effective.

16. Applicable law and jurisdiction

- 16.1 This Agreement shall be exclusively governed by Swiss law, without regard to conflict of laws provisions. Place of performance, place of enforcement against all Cardholders including Cardholders residing abroad, and exclusive place of jurisdiction for any and all disputes arising out of and in connection with the present agreement shall be Gland, Switzerland. The Bank, however, reserves the right to take legal action against the Cardholder in a court of competent jurisdiction of the Cardholder's place of residence or before any other competent court or jurisdiction. In such cases too, Swiss law shall apply exclusively.

Customer information and General Terms and Conditions of Insurance

Travel Insurance for Swissquote Gold Credit Cards

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 AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland) called Allianz Global Assistance or AGA in the following text and whose registered office is at Hertistrasse 2, 8304 Wallisellen.

Who is the Beneficiary?

The Beneficiary is Swissquote Bank SA, whose registered office is at Chemin de la Crétaux 33, 1196 Gland.

Who are the people covered by the insurance?

Based on the group insurance policy concluded between Swissquote Bank SA (hereinafter referred to as "Swissquote") and Allianz Global Assistance, AGA grants insurance cover within the scope of the following General Terms and Conditions of Insurance (hereinafter referred to as the "GTC") for every cardholder of a valid, undeclared Gold Mastercard credit card issued by Swissquote (hereinafter referred to as "card"), provided that at least 50% of the travel or travel service has been paid for with the relevant card. Equally insured are the persons living in the same household as the cardholder, as well as their minor children not living in the same household.

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

The insured risks and the scope of insurance cover and any exclusions are set out in the General Terms and Conditions of Insurance. A summary description of the various insurance components is set out below for easier understanding:

– Cancellation costs

Cover extends to the cancellation costs incurred by the insured (up to the maximum sum insured set out in the insurance policy), in the event that the insured cannot travel on the booked trip and so cancels due to severe illness or accident, death, pregnancy complications, severe damage to property at home, delay and failure of the means of transport on arrival, hazards at the travel destination (war, terrorist attacks, civil unrest, natural disasters), strikes, unemployment or unexpected taking up of employment. If the journey is delayed due to an insured event then cover extends to additional travel expenses related to the late departure.

– Assistance

Cover extends to the organization and costs of transporting the insured to the nearest hospital, transportation to a hospital or to his/her place of residence (with or without medical accompaniment), if the insured person during the journey becomes gravely ill or is seriously injured or if there is a medically confirmed, unexpected worsening of a chronic condition. Cover also extends to the organization and costs of the extra return journey of a fellow passenger or a family member due to breaking off the trip, when breaking off the trip is due to illness, accident or death of a closely connected person or the insured's deputy at the workplace who were not travelling with the insured, or due to severe damage to the insured's property at his/her place of residence, or due to civil unrest, terrorist attacks, natural disasters or strikes at the travel destination. In addition cover extends to the organization and costs of repatriation in the event of death. A restricted amount of cover applies to certain benefits

– Search and rescue costs

Cover extends to search and rescue costs (up to the amount of the sum insured set out in the summary of insurance benefits), in the event the insured goes missing during the trip abroad, or is recovered from a physical emergency.

– Travel baggage

Cover provides for compensation (up to a maximum of the sum insured set out in the summary of insurance benefits) of property for personal use carried with the insured or entrusted to a transport company that is stolen, damaged or destroyed during the trip, or lost or damaged during transit with a transport company. A restricted amount of cover applies to certain property, events or benefits. In the event of theft a deductible of CHF 200.- shall apply.

– Collision damage excess waiver on hired vehicles (CDW)

Cover extends to the collision damage excess on a hired vehicle (up to a maximum of the sum insured set out in the summary of insurance benefits) that is charged to an insured person following damage to the rental vehicle.

Geographical scope of the insurance cover / Commencement and end of the insurance cover

Insurance cover is valid worldwide. This is without prejudice to local restrictions set out in the policy special conditions and relating to individual insurance components as well as to insurance cover that conflicts with economic or trade sanctions or embargoes imposed by the United Nations, the European Union, the United States of America or Switzerland.

Insurance cover will be provided as soon as the card has been issued by Swissquote. The insurance cover ends with the termination of the credit card agreement (termination by Swissquote or by the cardholder) or the termination of the group insurance policy between Swissquote and AGA on which this insurance is based.

What are the important exclusions?

The following list contains only the most significant exclusions to insurance cover. Other exclusions are contained in the exclusion paragraphs ("non-insured events and services") set out in the General Terms and Conditions of Insurance and the VVG:

- *There is, as a matter of principle, no insurance cover for any of the insurance components for events that had already occurred at the time of booking the travel package or at the time of beginning the trip; the same applies to events that were known on booking the trip or on beginning the trip.*
- *There is no insurance cover for events such as the misuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or civil unrest, races and training with motor vehicles or boats, participation in risky acts, in which the person knowingly runs a risk or engages in grossly negligent or wilful misconduct.*
- *The following are also excluded from insurance cover: war, terrorist attacks, disturbances of all kinds, epidemics, pandemics, natural disasters and incidents with nuclear, biological or chemical agents as well as their consequences. In addition cover does not extend to the consequences of events involving regulatory decisions, such as confiscation of property, imprisonment, restrictions on leaving the country or closure of airspace.*
- *Under the component Cancellation costs there is no insurance cover in particular for "poor healing", etc. i.e. for illnesses or the consequences of an accident, an operation or medical treatment that have already occurred at the time of booking the travel packages or when taking out cover and which have not yet healed on the date of travel. The same applies to cancellation by a tour operator, or administrative orders, or illness/injury that is not confirmed medically at the time of the occurrence or psychological reactions to potential dangers, such as fears of civil unrest, terrorism, natural disasters, or fear of flying.*
- *Under the component Assistance no services will be provided, in particular if the AGA Emergency Hotline has not given its prior approval to those services. The same applies in the event of total or partial non-performance of contractual services on the part of the responsible tour operator.*
- *The following, in particular, are not insured under the Baggage component: computer hardware, mobile phones, navigation devices, all types of software, valuables, which are left in a vehicle; film, photo and video equipment; jewellery and furs, for as long as these are travelling by public transport and come within the responsibility of the travel company as well as glasses (for damage or destruction); the same applies for damage due to the insured disregarding the general duty of care; leaving property, even for a short time, in a public place outside of the direct personal control of the insured person or mislaying or losing property or leaving it behind.*
- *Under the component Collision damage excess waiver (CDW) there is no cover for losses arising out of gross negligence on the part of the driver, for losses in connection with any breach of the contract with the car rental company or for losses where the insurance does not include an excess.*

What are the duties of the Beneficiary and the insured individuals?

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

How can we help?

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland)
Hertistrasse 2, 8304 Wallisellen
info@allianz-assistance.ch, www.allianz-assistance.ch

- Under cover for **Cancellation costs**, on occurrence of the insured event, the booked journey must be cancelled with the tour operator or renter/course organisers and then declared in writing to AGA with the necessary documents (cf. THE GENERAL TERMS AND CONDITIONS OF INSURANCE paragraph II A1 6) (contact details see AVB paragraph I 12).
- Under cover for **Assistance**, on occurrence of the insured event, the AGA Emergency Hotline must be informed immediately and their approval obtained for any assistance measures to be taken and/or for the cost of these. The AGA Emergency Hotline is available round the clock (conversations with the hotline are recorded): Tel. +41 58 721 93 93 / Fax +41 44 283 33 33. The same applies to a part of the services (search and rescue costs; medically prescribed repatriation, repatriation in the event of death).
- Under cover for **Baggage**, the cause, circumstances and extent of an event must be certified immediately and in detail (by the nearest police station in the event of theft or robbery, by the responsible third party or the travel/hotel management in the event of damage or the relevant public transport company in the event of loss or late delivery). The amount of the loss must be proven by original receipts.
- Claims under the covers for **Search and rescue costs, Baggage, and Collision damage excess waiver (CDW)** must be notified to AGA (in writing and without delay enclosing the necessary documents laid down in the special conditions to each of the individual insurance components (contact details as per the General Terms and Conditions of Insurance (paragraph I 12).
- In any case, the insured person is obliged to do everything possible to reduce and clarify the loss. In the event of a loss involving injury or illness, the insured must ensure that the doctors are released from their duty of confidentiality regarding AGA.
- If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

How much is the premium?

This insurance is part of the Swissquote card service package; the premiums are borne by Swissquote (beneficiary)...

How does AGA handle information?

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data AGA complies with the Swiss Data Protection Act (DPA). If necessary, AGA obtains any required permission to data processing from the claims notification form.

The personal data processed by AGA includes data relating to policy issue and policy / claims handling. In the first instance, information on the Beneficiary and/or the insured is taken from the proposal form and the claims declaration. In the interest of all Beneficiaries, under certain circumstances, data is also exchanged with previous domestic and foreign insurers and with reinsurers. AGA also processes personal data in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, AGA services may partly be provided by legally independent firms both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, AGA is bound to exchange data both within the group and outside.

AGA stores data electronically or physically in compliance with the legal provisions.

Persons whose personal data are processed by AGA, have the right in accordance with the DPA, to ask whether, and what data concerning them AGA actually processes; they may also request rectification of incorrect data.

Contact address for complaints

Allianz Global Assistance
Sales Administration Tourism
Hertistrasse 2
PO Box
8304 Wallisellen, Switzerland

Summary of Insurance Benefits

Insurance components	Benefit	Maximum sum insured (SI)	
A Cancellation costs	Trip cancellation and delayed start to trip	per event	CHF 10,000.–
B Assistance	Repatriation under medical supervision, additional return journey, trip cancellation, trip interruption	per event	unlimited
C Search and rescue costs	Search and rescue costs	per event	CHF 50,000.–
D Baggage	Robbery, theft, loss, damage or destruction. A restricted amount of cover applies to certain benefits	per event	CHF 2,000.–
E Collision damage excess waiver (CDW)	Excess for damage to a rented vehicle during the period of rental	per case	CHF 10,000.–

Summary of services not reimbursable

Service components	Services
F Travel Hotline	Telephone travel information, hospitals and for minor medical problems

To enhance readability, the masculine forms of personal and possessive pronouns used below are understood to include the corresponding feminine forms. Please keep these GTC in a safe place with your other insurance documents.

General Terms and Conditions of Insurance (GTC) Travel Insurance for Swissquote Gold Credit Cards

The insurance protection provided by AGA International S.A., Paris, Wallisellen (Switzerland) branch (hereafter referred to as Allianz Global Assistance or else AGA) is defined by the group insurance policy concluded with Swissquote Bank SA (hereinafter referred to as "Swissquote") and the following General Terms and Conditions of Insurance.

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 insurance or service components.

1 Insured persons

The insurance cover applies to the cardholder (hereinafter referred to as insured person) of a valid, undeclared Gold Mastercard credit card (hereinafter referred to as "card") issued by Swissquote (policyholder). Equally insured are the persons living in the same household as the cardholder, as well as their minor children not living in the same household.

2 Geographical scope

Subject to provisions to the contrary in the special conditions relating to the individual insurance and/or service components, the insurance provides cover worldwide.

3 Commencement, duration, conditions and extent of insurance cover

3.1 The insurance cover takes effect on the date the card is issued or activated (if it is not activated at the same time as it is issued) and ends with the expiration of the card or the termination of the credit card agreement (at the request of Swissquote or the cardholder) or the termination of the group insurance policy between Swissquote and AGA, on which this insurance is based. If the card was issued before the 01.04.2018, the insurance cover takes effect at the earliest from this date.

3.2 The Insurance covers private travel only.

3.3 In order to be insured, at least 50% of the travel / hired vehicle, must have been paid in advance with the card.

3.4 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 4 and any further obligations specified in the "Special provisions relating to the individual components of insurance" (see section II):

- Evidence that a credit card agreement is currently in force between the insured person and Swissquote (credit card number).
- Evidence that the insured person used an insured card to pay for at least 50% of the travel in question.
- Evidence that the trip was made in a private capacity if requested.

3.5 These GTC are provided to the cardholder by Swissquote (policyholder). By signing and/or using the card, the cardholder accepts the GTC and confirms that he has read the content.

4 Obligations in the event of loss/damage

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

4.2 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 paragraph I 2).

4.3 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 AGA.

4.4 If the insured person is also able to assert claims against third parties for which AGA has provided a settlement then he/she must safeguard these claims and subrogate them to AGA.

4.5 The AGA claims notification form may be downloaded from <http://www.allianz-assistance.ch/file-a-claim>.

5 Violation of obligations

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

6 Non-insured events and benefits

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

6.2 *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 insured person knowingly exposes himself/herself to danger*
- *Grossly negligent or pre-meditated conduct/omission*
- *Committing or attempting to commit crimes or offences*

6.3 *The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.*

6.4 *The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.*

6.5 *The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space.*

6.6 *If the purpose of the trip is for medical treatment.*

6.7 *If the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the insured person by blood or by marriage.*

6.8 *The insurance does not cover costs relating to kidnappings.*

6.9 *There is no insurance cover if economic, trade or financial sanctions or embargoes of Switzerland are directly applicable to the parties to the policy and which prevent the operation of insurance cover. This also applies to economic, trade or financial sanctions or embargoes, imposed by the United Nations, the European Union or the United States of America, to the extent they do not contradict Swiss legislation.*

7 Definitions

7.1 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 under-age 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

7.2 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.

7.3 Switzerland

For the purposes of insurance cover Switzerland is deemed to mean Switzerland and the Principality of Liechtenstein.

7.4 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.

7.5 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.

- 7.6 **Trip**
A trip includes a stay of more than one day's duration away from the usual place of residence, or a shorter trip at a location at least 30 km away from the usual place of residence, excluding journeys to work. The maximum duration of a trip within the meaning of these General Terms and Conditions of Insurance is limited to a total of 365 days.
- 7.7 **Travel company**
A travel company (travel organiser, travel agent, airline, car hire company, hotels, course organiser etc.) includes any company that, based on a contract, provides travel services with and for the insured person.
- 7.8 **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.
- 7.9 **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 put in the same category 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 do not count as a breakdown and are not covered by insurance.
- 7.10 **Personal injury**
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.
- 7.11 **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.
- 7.12 **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.
- 8 Existence of more than one policy, claims against third parties**
- 8.1 In cases of (voluntary or mandatory) other insurance AGA provides services on a subsidiary basis, unless there is an identical paragraph in the other insurance policy. In such cases the statutory regulations on double insurance shall apply.
- 8.2 If an insured person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of AGA benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 8.3 If, despite subsidiary status, AGA has nevertheless provided benefits these shall be regarded as an advance payment, and the insured person and/or beneficiary shall subrogate his/her entitlement to claim against the third party (voluntary or compulsory insurance) over to AGA to the same extent.
- 8.4 If the insured person eligible claimant receives compensation from a liable third party liable or their insurer, then no compensation is due under this policy. If action is taken against AGA instead of the liable party then the insured and/or the eligible claimant must subrogate their liability claim over to AGA up to the amount of the compensation received.
- 9 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. (Exception: Aircraft accident, here the limitation period is five years.)
- 10 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".
- 11 Place of jurisdiction and applicable law**
- 11.1 Actions against AGA 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.
- 11.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.
- 12 Contact address**
Allianz Global Assistance, Hertistrasse 2, P.O. Box, 8304 Wallisellen
info@allianz-assistance.ch

II Special provisions relating to the individual components of insurance

A Cancellation costs

- 1 Scope in terms of time**
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 accommodation (hotel, holiday home, etc.), if no means of transport has been booked.
- 2 Sum insured**
The sum insured is set out in the summary of insurance benefits.
- 3 Insurance services**
- 3.1 **Cancellation costs**
If the insured person cancels the contract with the travel company as a result of an insured event, AGA will pay the contractually owed cancellation costs, up to the amount of the agreed sum insured. Where tickets for an event are not part of a package, an excess of CHF 50.- will be deducted per ticket. Costs charged to the insured person for transfers made following the cancellation of services will be covered only if the transfer concerned is due to an insured event in accordance with paragraph II A1 4. No compensation will be paid for costs, charges or a reduction in credit in connection with the loss or lapse of Air Miles, prize winnings or other usage rights (time-sharing, etc.).
- 3.2 **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, AGA 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.
 - the cost of the unused part of the stay, proportionally to the insured package price (excluding transport). The date of departure is regarded as a used day of the package.
- 3.3 The expenses of disproportional or repeated administrative costs or for the insurance premium will not be reimbursed.
- 4 Insured events**
- 4.1 **Illness, injury, death and pregnancy**
- 4.1.1 **Severe illness, severe injury, complications of pregnancy or death of the following persons (in so far as the relevant event has arisen after the time of booking or taking out insurance)**
- the insured person;
 - a person travelling with the insured person, who has booked the same trip and has cancelled it;
 - a person who is closely connected to the insured person, but who is not travelling with the insured person;
 - a person deputising for the insured person at his/her place of work, if the presence of the insured person is indispensable.
- If several insured persons have booked the same journey then a maximum of six persons may cancel in the event an insured person travelling with them has to cancel due to one of the above-mentioned events.
- 4.1.2 **Cover for psychological illness only applies as and when:**
- 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.

- 4.1.3 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 evidently fit to travel at the time of booking or conclusion of insurance contract.
- 4.1.4 In the event of pregnancy, insurance protection only applies if the pregnancy occurred after the time of booking the trip or conclusion of insurance contract, 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 or conclusion of insurance contract, and a vaccination that would present a risk to the unborn child is recommended for the destination of travel.
- 4.2 Damage to property at the place of residence
If there has been serious damage to the property of the insured person at his/her permanent place of residence as a result of theft, fire or damage by the elements, and the presence at home of the insured person is therefore indispensable.
- 4.3 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.
- 4.4 Failure of the vehicle on the outward journey
If the private vehicle or taxi becomes undriveable during the direct trip to the point of departure anticipated in the travel package, as a result of an accident or breakdown. Problems with keys and fuel are not covered by insurance.
- 4.5 Strikes
If a strike (except strike by the tour operator and/or their service providers) renders the trip impossible.
- 4.6 Dangers at the destination of travel
If war, acts of terror, unrest of any kind or natural catastrophes at the destination of travel place the life of the insured person in danger, and advice against undertaking the trip is issued by an official Swiss authority (the Swiss department for foreign affairs, the Federal Department of Foreign Affairs (DFA)).
- 4.7 Unemployment / unexpected start of a new job
If the insured person within the 30 days prior to the departure date unexpectedly starts a new job assignment or if the unexpected taking up of employment occurs during the travel period or else if the insured person through no fault of his/her own is made redundant before departure.
- 4.8 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.
- 4.9 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: Emergency passport offices are located at various airports.

5 Non-insured events and benefits (as a supplement to Paragraph I 6: Non-Insured events and benefits)

- 5.1 *Poor course of recovery*
If an illness or the consequence of an accident, an operation or a medical intervention already exists at the time of booking the trip or conclusion of insurance contract, 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 or conclusion of insurance contract, but not undertaken until afterwards, is not complete by the date of travel.
- 5.2 *An insured event that has not been established and certified by a doctor immediately before starting the trip*
If an event listed under paragraph II A 4.1 has not been determined and certified by a doctor's certificate mentioning the diagnosis, immediately before starting the trip.
- 5.3 *Cancellation by the travel company*
If the travel company cannot 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 has to reimburse the costs of benefits not provided on statutory grounds. The actual circumstances, as a result of which the trip would have to be cancelled, would include advice from the Federal Department of Foreign Affairs (DFA) against travel to the affected area.
- 5.4 *Official directives*
If official directives make it impossible to carry out the booked trip according to plan.
- 5.5 *Cancellation costs are not insured if the circumstances point to the fact that cancellation is the result of a psychological reaction to a health hazard, a terrorist act, an aircraft accident or a natural disaster or is due to the fear of unrest, war, acts of terrorism or is a result of the fear of flying.*

6 Obligations in the event of loss/damage (as a supplement to Paragraph I 4: Obligations in the event of loss/damage)

- In order to be able to call upon the AGA benefits, the insured or 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 AGA of the loss/damage in writing (see paragraph I 12). The following documents must be submitted:
- AGA claims notification form
 - Cancellation cost invoice
 - Booking confirmation
 - Documents and/or official certificates that confirm that the loss/damage has actually occurred (e. g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)

B Assistance

1 Sum insured

The sum insured is set out in the summary of insurance benefits.

2 Insured events and benefits

In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these. The AGA emergency hotline is available round the clock (conversations with the emergency hotline are recorded):

Tel. +41 58 721 93 93

Fax +41 44 283 33 33

In the case of medical benefits, the AGA doctors have the sole right to decide upon the type and timing of the measures undertaken.

2.1 Assistance benefits

- 2.1.1 Transfer to the nearest suitable hospital
If the Insured Person falls seriously ill or is seriously injured during the travel, or if a medically certified unexpected deterioration of a chronic affliction occurs, AGA shall, on the basis of an appropriate medical report, organise and pay for transfer to the nearest suitable hospital for treatment.
- 2.1.2 Repatriation with medical care to a hospital at the place of residence
If medically necessary, AGA will organise and pay for repatriation with medical care to a suitable hospital for treatment at the Insured Person's home address on the same conditions as are set out in paragraph II B 2.1.1.
- 2.1.3 Repatriation without medical care to the place of residence
AGA shall organise and pay for repatriation without accompanying medical care to the Insured Person's home address on the basis of appropriate medical evidence and subject to the conditions stipulated in paragraph II B 2.1.1.
- 2.1.4 Return travel caused by interruption of trip by 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, AGA 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 and/or the insured family member.
- 2.1.5 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, AGA will organise additional care for the underage 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 (first class train ticket, economy class air ticket).
- 2.1.6 Premature 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, AGA will organise and pay for the extra costs for the additional return journey (first class train ticket, economy class air ticket) to the permanent place of residence of the insured person.
- 2.1.7 Premature return travel for other important reasons
If an Insured Person's property is seriously damaged at home as a result of theft, fire, water or elemental damage, AGA will organise and pay the extra costs (first class rail, economy class air ticket) for the insured person or the insured family member to return to their place of residence.

- 2.1.8 Temporary return travel
AGA organises and pays, for the same reasons as under paragraphs II B 2.1.6 and II B 2.1.7, the return travel (first class train ticket, economy class air ticket) for an insured person to their place of residence (outward and return trip). The costs for the unused part of the trip will not be reimbursed.
- 2.1.9 Repatriation of the body in the event of death
If an insured person dies, AGA 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.
- 2.1.10 Return travel caused by unrest, terrorist attacks, natural catastrophe or strike
If it can be proven that unrest, terrorist attacks, natural catastrophes or strikes at the destination of travel make it impossible for the trip to continue, or put the life and property of the insured person at definite risk, AGA will organise and pay for the extra costs for the additional return journey (first-class train ticket, economy-class air ticket) of the insured person.
- 2.1.11 Return travel caused by failure of the means of public transport as a result of a breakdown or accident
If the means of public transport booked or used for the trip fails as a result of a breakdown or accident, and continuation of the trip is therefore not possible as planned, AGA will organise and pay for the extra return journey or the delayed onward journey of the insured person. Delays and diversions of the means of public transport booked or used do not count as failure.
- 2.1.12 Effects of the theft of documentation
In the event of the theft of personal documents (passport, identity card, travel tickets and accommodation vouchers), temporarily making it impossible to continue the trip or return to Switzerland, AGA will pay the extra costs of the stay (hotel, cost of transport on site, additional costs for return journey) 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 seven days, AGA will organise and pay for a visiting trip (first 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.–. (first class train ticket, economy class air ticket, mid-range hotel) up to a maximum of CHF 5,000.–.
- 2.3 Services provided by AGA
- 2.3.1 Advance payment to a hospital
If the insured person has to be hospitalised abroad, AGA will, if necessary, provide an advance payment of the hospital charges, up to CHF 5,000.–. The advance payment must be repaid to AGA within 30 days of discharge from the hospital.
- 2.3.2 Travel Hotline
The Travel Hotline is available to the insured person without restriction throughout the duration of the trip (see paragraph III F).
- 2.4 Reimbursement of travel costs
- 2.4.1 Reimbursement of the costs of the unused part of the trip
If an insured person has to interrupt the trip as a result of an insured event, the costs of the unused part of the trip will be reimbursed by AGA in proportion to the price of the insured package. Reimbursement is limited to the amount of the insured cancellation costs. No refunds will be made for the cost of the originally booked return trip home as well as for unused, previously booked accommodation, provided AGA has assumed the costs of alternative accommodation. A benefit is inapplicable if there is an entitlement to a repeat trip as a result of supplementary insurance.
- 2.4.2 Unforeseen expenses for repatriation, extra return travel, interruption of travel or delayed return travel
If unforeseen out of pocket expenses arise out of an insured event (taxi, telephone expenses, etc.) an, then AGA will assume those extra costs up to a maximum of CHF 750.– per person, with compensation for telephone expenses being subject to an inner limit of a maximum of CHF 150.– within that limit.

3 Non-insured events and benefits (as a supplement to paragraph I 6: Non-Insured events and benefits)

- 3.1 *Failure of agreement by the AGA emergency call centre
If the AGA emergency call centre has not agreed in advance to the benefits.*
- 3.2 *Interruption by the travel company
If the travel company cannot 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. The actual circumstances, as a result of which the trip would have to be cancelled or interrupted, would include advice from the Federal Department of Foreign Affairs (DFA) against travel to the affected area.*
- 3.3 *The costs of out-patient or in-patient treatment are not covered by AGA.*
- 3.4 *Costs for food, sick leave and other financial losses.*

4 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)

- 4.1 In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these (see paragraph II B 2).
- 4.2 In the event of a claim the following documents must be submitted in writing to AGA (see paragraph I 12):
- AGA claims notification form
 - Original booking confirmation
 - Documents and/or official certificates that confirm that the loss/damage has actually occurred (e.g. detailed medical certificate with diagnosis)
 - Originals of receipts for incidental costs incurred /additional expenses.

C Search and rescue costs

- 1 Sum insured**
The sum insured is set out in the summary of insurance benefits.
- 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, AGA will pay the necessary search and rescue costs.
- 2.2 The AGA Emergency Hotline may be contacted for assistance around the clock.
Tel. +41 58 721 93 93
Fax +41 44 283 33 33
- 3 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)**
In the event of a claim, the following documents must be submitted in writing to AGA (see paragraph I 12):
- Documents and/or official certificates that confirm that the loss/damage has actually occurred (e.g. detailed medical certificate with diagnosis)
 - Original billing by the emergency organisation.

D Travel baggage

- 1 Insured items**
The insurance covers the travel baggage of the insured person, including souvenirs collected during the trip, i.e. all items owned by the insured person and taken on the trip for personal use or handed over to a transport company for conveyance.
- 2 Geographical scope**
The insurance applies worldwide or in Europe, depending on the insurance cover agreed or in accordance with the details on the policy. The usual place of residence of the insured person is excluded.
- 3 Sum insured**
The sum insured is set out in the summary of insurance benefits.
- 4 Insured events and benefits**
- 4.1 In the event of theft, robbery (theft under threat or use of force against the insured person), damage or destruction, loss or damage during transport by public transport or a late delivery by a public transport organisation, the following benefits will be paid per loss, taking into account the agreed sum insured:
- 4.1.1 In the event of a total write-off or loss, compensation will be paid for the current value of the insured items.
- 4.1.2 For partial loss/damage, the cost of repair of the damaged item will be limited to the current value.

- 4.1.3 The current value is defined as the original purchase price minus a deduction in value of 10 % during the first year after the date of purchase and a further 20 % in the following years, up to a maximum total of 50 %.
- 4.1.4 For films, data carriers, image carriers and sound media, the material value will be repaid.
- 4.1.5 In the case of delayed delivery by a public transport company, the recompense for indispensable purchases and hire charges will be limited to CHF 200.–.
- 4.1.6 For personal and vehicle papers, and for keys, the costs are limited to the initial costs of procurement.
- 4.1.7 Scratch and wear damage on bicycles will be repaid to a maximum of CHF 200.–.
- 4.1.8 For travel souvenirs, a maximum of CHF 300.– will be paid.
- 4.2 In the event of robbery of monetary assets and robbery of tickets (train tickets, air tickets, etc.) the maximum repayment will be CHF 1,000.–.
- 4.3 Musical instruments, sports equipment, bicycles, baby buggies, rubber dinghies and folding canoes are only insured during transport by the public transport companies.
- 4.4 A maximum of 50 % of the agreed sum insured will be paid in total for valuable items such as fur, jewellery, watches made with or of precious metals, or of above-average cost, and for photographic, film, video and sound equipment, including accessories in each case.
- 4.5 The insured person is subject to an excess of CHF 200.– per case of loss/damage by theft.

5 Non-insured items

- Motorboats, ships, surfboards and aircraft, including accessories in each case
- Valuables covered by a special insurance.
- Securities, deeds, business papers, travel tickets and vouchers, cash, credit and customer cards and stamps (see paragraph II D 4.2 for exceptions)
- Computer hardware (desktop, laptop, beamer, accessories, handheld devices, etc.), mobile phone devices, navigation equipment, and all kinds of software
- Valuable objects, which are left behind in a vehicle (either locked or unlocked).
- Items left on a vehicle, or overnight (10 pm to 6 am) in or on a vehicle where the insured person is not sleeping
- Precious metals, loose precious stones and pearls, stamps, retail goods, goods samples, items with an artistic or collectable value and occupational tools
- Film, photographic and video equipment, jewellery and furs, as long as they are within the scope of responsibility of the transport company, during transport by a public means of transport.
- Spectacles against damage and destruction
- Hearing aids and hearing aid accessories
- Theft, loss and destruction of valuables

6 Non-insured events (as a supplement to paragraph I 6: Non-Insured events and benefits)

Loss/damage attributable to the following causes is not insured:

- Failure by the Insured Person to exercise ordinary due care.
- Objects which are mislaid, lost and left behind.
- Objects which are forgotten or left unattended even for a short period at a place which is generally accessible to anyone outside the direct personal sphere of influence of the Insured Person.
- A method of custody of valuables which is not appropriate to the value of the object concerned (see paragraph II D 7)
- Pearls and gemstones which drop out of their mount.
- Temperature and weathering effects, and the effects of wear and tear
- Social unrest, looting, official bans, strikes or damages, whether caused directly or indirectly.

7 Duties of conduct while travelling

Valuable items such as furs, jewellery, watches with or without precious metals, precious stones or pearls, laptops, photographic, film, video and sound equipment, including accessories in each case, must, if they are not being worn or used, be kept in a locked room, not generally accessible. Even there, they must be kept under separate lock and key (suitcase, cupboard, safe). The manner in which the item is kept must be appropriate to its worth in each case.

8 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)

- 8.1 The cause, circumstances and extent of the event must be confirmed by the insured person immediately and in detail:
- in the event of theft and robbery, by the nearest police station to the scene of the crime;
 - in the event of damage, by the transport company, the responsible third party or the travel or hotel management;
 - in the event of loss or late delivery, by the appropriate public transport company.
- 8.2 If the loss or damage during transport by a public transport company is only discovered after delivery, then the facts of the case must be reported in writing within 2 working days to the responsible transport company, and confirmed by them.
- 8.3 The level of damage must be proven by original receipts. If this is not possible, AGA may reduce or decline its benefits.
- 8.4 Damaged items must be kept available to AGA until the final settlement of the claim, and must be sent at the cost of the insured person for inspection upon demand.
- 8.5 In order to claim AGA benefits, the insured or eligible beneficiary must inform AGA in writing of the insured event or loss (see paragraph I 12). The following documents must be submitted:
- AGA claims notification form
 - Original booking confirmation (airline ticket/train ticket)
 - Confirmation of damage by the carrier (e.g. PIR)
 - Police report in the event of theft
 - Confirmation of the carrier on the definitive loss of luggage and damage certificate
 - Original purchase bill, in the absence a guarantee certificate, the repair invoice in the event of damage or else the quote for costs

E Collision damage excess waiver (CDW)

1 Insured vehicle

The insurance extends to the vehicle hired by the insured person during an insured trip. Taxis, driving school cars, as well as vehicles used in car-sharing (such as mobility, etc.) are not insured.

2 Scope in terms of time

The insurance cover starts on the date for the beginning of the rental period entered into the contract of hire and ends with the date entered for the end of the rental period in the contract of hire, and with the return of the vehicle to the car hire company at the latest. The insurance protection covers loss/damage arising within the rental period.

3 Sum insured

The sum insured is given in the Overview of insurance benefits.

4 Insurance benefits

- 4.1 The insurance acts as a supplementary insurance for hired vehicles. In the event of damage, AGA will repay the insured person any excess charged by the hirer (or by another insurance company).
- 4.2 The level of insurance cover is set according to the level of the excess in each case, but is limited to the maximum sum insured.

5 Insured events

- 5.1 The insurance covers the excess charged as a result of damage to the hired vehicle or theft of the hired vehicle during the period of hire. An event covered by insurance from another source and a resulting excess is a precondition for compensation.
- 5.2 If the insured damage in accordance with paragraph II K 5.1 does not amount to the value of the excess, then AGA will pay the damage, as long as it has involved an insured event

6 Non-insured events (as a supplement to paragraph I 6: Non-insured events and benefits)

- 6.1 Damage for which the insurance provided does not require an excess.
- 6.2 Damage caused by gross negligence on the part of the driver.
- 6.3 If the driver of the vehicle has caused the damage while in a state of drunkenness (exceeding the statutory alcohol limit in the relevant country), or under the influence of drugs or medication.
- 6.4 Damage associated with a breach of contract with regard to the car hirer is not covered.

6.5 *Damage occurring on roads that are not public or not official is not insured.*

6.6 *Damage to caravans and other types of trailer is not insured.*

7 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)

In order to claim AGA benefits, the insured or eligible beneficiary must inform AGA in writing of the insured event or loss (see paragraph I 12). The following documents must be submitted:

- Rental agreement (clearly showing excess)
- Claims report
- Calculation of claims cost
- Credit Card Statement clearly showing debit for loss/damage

III Special conditions relating to individual Service components

F Travel Hotline

1 Service benefits

In order to use the services of the Travel hotline, an insured person may ring or fax the following numbers 24/7, both before and during the journey:

Tel. +41 58 721 93 93

Fax +41 44 283 33 33

1.1 Travel information

AGA provides insured persons with important information before departure and by request, about conditions on arrival, charges, customs, currencies and health conditions.

1.2 Provision of hospital and medical practitioner contacts abroad

If necessary, AGA provides its insured persons with a correspondence doctor or a hospital in the area of the trip. Where there are problems of comprehension, AGA provides help with translation.

1.3 Advice service

AGA provides advice for insured persons for minor medical problems in the country of travel. The insured person can also turn to AGA with day-to-day problems in the country of travel.

1.4 Notification service

If AGA has organised measures, it can also notify the relatives and employer of the insured person about the facts of the case and the measures undertaken, if necessary.

2 Liability

AGA accepts no liability for damage to assets or health resulting from the information given by the Travel Hotline.