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General Conditions of Insurance (GCI). Cancellation insurance.

European Travel Insurance ERV
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In collaboration with:

DATA SPORT 

Information about your insurance policy

Dear Client

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Swiss Insurance Policies Act).

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

Who are your contractual partners?

The risk carrier for this insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance is the responsibility of: European Travel Insurance ERV (referred to as ERV in the General Conditions of Insurance), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 26, P.O. Box, CH-4002 Basel.

Who is the policyholder?

The policyholder is Datasport AG, Bolacker 1, CH-4564 Obergerlafingen.

Which persons are insured?

On the basis of the collective insurance contract entered into with the policyholder, ERV provides the persons named on the policyholder's booking confirmation and/or policy with insurance cover, as well as a direct right of claim in connection with the insurance benefits. The insured persons are specified in the policyholder's insurance confirmation and/or policy, the General Conditions of Insurance (GCI) and any Special Conditions (SC).

What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance and, where applicable, further special conditions or supplementary provisions, and the policy. In all other respects, the Swiss Federal Act on Insurance Policies applies. If the insured person's place of residence/registered office is the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act.

What risks are covered and what is the scope of the insurance cover?

The events in respect of which ERV is obliged to provide a benefit are determined by the selected insurance cover, the conclusion of which is evidenced by the policyholder's booking confirmation, the corresponding General Conditions of Insurance (GCI) and any Special Conditions (SC).

What type of insurance is it?

Your insurance is generally insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI, SC).

What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be found in the policyholder's booking confirmation and the corresponding General Conditions of Insurance and Special Conditions. The same applies to any deductibles and waiting periods.

How high is the premium payable?

The premium is communicated explicitly as part of the process of concluding the collective insurance contract. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the premium invoice and/or insurance confirmation and/or the policyholder's policy.

What duties apply on taking out the policy?

As the applicant, the insured person is obliged under Article 6 of the Swiss Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the contract, the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss/damage already suffered if the occurrence or scope of such loss/damage was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid, repayment may be demanded.

What are the other obligations of the insured persons?

The principal obligations of the insured persons include the following, for example:

- If a loss event occurs, it must be reported to ERV immediately.
- Policyholders and insured persons must cooperate with enquiries by ERV – into a claim, for example (obligation to cooperate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).

When does your insurance contract commence and end?

The insurance cover commences when the insured person joins the collective contract and lasts in accordance with the information in the policyholder's insurance confirmation.

When is there a right of revocation?

The insured person may revoke, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of revocation is 14 days and commences as soon as the insured person has applied for or accepted the contract. This period is considered to have been met if the insured person has notified ERV of the revocation or submitted their notice of revocation to the postal service on or by the last day of the revocation period. The right of revocation is excluded in the case of collective personal insurance, provisional confirmation of cover and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can make claims against ERV in good faith.

What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is the data controller in terms of processing your personal data. In the notes on data protection at www.erv.ch/datenschutz you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad), as well as your rights.

What else must be considered?

The actual insurance contract remains authoritative in any case.

In cases of doubt concerning the interpretation and content of all documentation, the German version takes precedence.

General Conditions of Insurance (GCI)

1 Insured persons

The legal owner of the Datasport insurance, comprising the confirmation of participation and these GCI, is insured. This also applies mutatis mutandis to the registration of a group.

2 Special provisions, scope, duration

Cancellation cost insurance is only valid if it is taken out together with the online registration. Insurance cover is valid worldwide; it begins with the final booking and ends with the start of the event (starting shot) or with the resale/passing on of the ticket.

3 Insured events

- A ERV will provide insurance cover if the insured person is unable to take part in the event as a result of any of the following events, provided this occurred after taking out the insurance:
- a) Unforeseeable serious illness, serious injury, serious pregnancy complications or death of the insured person, a person who is very close to the insured person or the direct deputy at the place of work, with the result that their presence at work is essential;
 - b) Pregnancy of the insured person, if the date of the event is after the 24th week of pregnancy, or if the event would present a risk to the unborn child;
 - c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural forces, theft or water damage such that their presence at home is essential;
 - d) Failure or delay due to technical defect of the public, licensed means of transport to be used to reach the starting venue;
 - e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and keys) of the private vehicle or taxi during the direct journey to the venue.
- B If a group member is unable to participate as a result of an insured event, the other members are only entitled to benefits if they are related by blood or marriage to that member.
- C **If an insured person suffers from a chronic illness without that person's participation in the event appearing to be in question at the time of taking out the insurance, ERV will pay the insured costs incurred if participation in the event has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness.**

4 Insured benefits and compensation

- A When assessing entitlement to benefits the decisive criterion is the event which triggers the cancellation of participation. Previous or subsequent events are not taken into account.
- B ERV will reimburse the cancellation costs actually incurred if the insured person is unable to attend the booked event due to the insured event. If the starting position cancelled by the insured person is resold by the organizer to another participant, the entitlement is limited to the transfer fees.

5 Exclusions

Benefits are excluded:

- a) if the organizer cancels or should have cancelled the event for objective reasons;
- b) if the illness/complaint which gave rise to the cancellation was a complication or consequence of medical treatment or surgery already planned at the commencement of the insurance term;
- c) if an illness or the consequences of an accident, surgery or medical intervention already existed at the time of registration and the insured person had not recovered by the start of the event;
- d) in the event of cancellation under para. 3 A a) without medical indication and if the medical certificate was issued more than 48 hours after the cancellation;
- e) if a cancellation under para. 3 A a) was only obtained by telephone consultation;
- f) if the cancellation is due to insufficient training, even if this is due to an insured event;
- g) as a result of any kind of cheating or malpractice;
- h) in the case of events related to a pandemic. The exceptions are if the insured person falls ill and their own isolation/quarantine in the event of infection.

6 Obligations in the event of a claim

- A Please contact the ERV claims service, P.O. Box, CH-4002 Basel, www.erv.ch/schaden, schaden@erv.ch, tel. +41 (0)58 275 27 27.
- B The insured person must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The following documents/information, among other things, must be submitted to the insurer immediately:
- proof of payment of the participation fee and conclusion of the cancellation cost insurance (e-mail confirmation or registration confirmation from Datasport),
 - a detailed medical certificate (incl. diagnosis) or a death certificate or other official document.
- D Unless otherwise indicated in advance to Datasport by the insured person, the claim shall be settled by the issue of a Datasport voucher. The direct right of claim remains with the insured person in any case.
- E **In the event of cancellation as a result of illness or accident, a doctor must be consulted immediately; the doctor should be informed of the intended participation in the event and their instructions followed. The insured person shall release the doctors treating them from the duty of confidentiality towards the insurers.**

7 Culpable violation of obligations in connection with a claim

- A In the event of a culpable breach of obligations in connection with a claim, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the applicable terms.
- B The insurer is not obliged to pay benefits if
- false information is provided intentionally,
 - facts are concealed, or
 - the required obligations (including medical certificate, confirmation and receipts) are not complied with and the insurer incurs a disadvantage as a result.

8 Claims against third parties

If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this contract. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.

9 Other provisions

- A Claims lapse five years after any loss events.
- B The sole place of jurisdiction for the person eligible to make a claim is their Swiss domicile or the domicile of ERV, Basel.
- C Any benefits unduly received from ERV must be refunded to ERV within 30 days, together with any expenses incurred.
- D The provisions of the Swiss Insurance Policies Act (VVG) and Swiss law apply.
- E ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.