

Annulment costs insurance for arrangements of Schweizer Jugendherbergen

AGA International (hereafter referred to as AGA) will be liable for the benefits agreed in the **Schweizer Jugendherbergen** Collective Policy and described in this insurance document. These are defined by the Common Provisions together with the General Terms of Insurance (AVB) for each type of insurance, and supplementally by the terms of the Swiss Insurance Contract Law.

A Common provisions applying to all types of insurance

1 Who is insured?

1.1 The insurance covers whoever is named as insured in the confirmation of booking.

1.2 In the case of group visits, the insurance covers whoever is named as Group Leader and all those named as Group Members in the confirmation of booking.

2 When does the insurance apply?

From the time of booking up to the agreed end date of the rental / hotel package.

3 What expenses are insured?

3.1 Cancellation costs for group members

If the insured group member is unable to keep to the contract with the renter or the hotel business, for a reason covered by the insurance, and cancels the contract, AGA will pay the contractually-owed cancellation costs proportionally, up to the amount of the package price entered on the Internet confirmation.

3.2 Cancellation costs for the group leader

If the group leader has to cancel the visit for an insured reason, and is unable to find a replacement leader, despite demonstrable attempts to do so, AGA will pay the contractually-owed cancellation costs for the whole group, up to the amount of the agreed insured sum.

3.3 Delay in joining trip

If, for an insured reason, the insured person can only join the trip, hire or Hotel arrangement late, instead of the cancellation expenses AGA will assume the following costs (up to a maximum of the costs for cancellation):

- the additional travel expenses incurred in connection with the delayed departure and
- the costs for the unused part of the stay pro rata to the Arrangement price (without transport costs).

The outward journey counts as a used Arrangement day.

3.4 Curtailment of hire arrangements

If these are curtailed as a result of an insured event, AGA will pay a proportionate refund for the services not received (without return travel expenses). The day of departure counts as a used Arrangement day.

4 In what cases can a benefit be claimed?

4.1 Sickness, accident, death or pregnancy

In the event of serious illness, serious consequences of an accident or as a result of death, as long as the event concerned occurred after the time of booking;

- 1 - of the insured person
 - of a close person who booked the same trip (see Figure 4.1.2)
 - of a person close to the insured person or person travelling with him who is not travelling with him (see Figure 4.1.2)
 - of the replacement at the workplace and the presence of the insured person is essential.

- of the group leader, in so far as it is possible to demonstrate that no adequate replacement could be found, despite extensive attempts to do so.

2 If the person whose affliction causing the cancellation is neither related nor related by marriage to the insured person, an entitlement to benefit only exists if the insured person would have to join the trip alone.

3 If the insured person or the person close to him who has booked the same trip is suffering from a mental illness, cover is only granted if the illness is established and certified by a psychiatrist and a stay in hospital is necessary.

4 If the illness is chronic or reoccurring without causing doubt about participation in the trip at the time of booking, cover is only granted if the trip has to be cancelled because of a medically certified unexpected acute deterioration or an unexpected relapse or as a result of unexpected death.

5 If the insured person or the person close to him who has booked the same trip (see Figure 4.1.2) is pregnant, if the pregnancy started after the time of booking and it is as a result impossible or unreasonable to join the trip.

4.2 Delay or failure of the means of transport for the outgoing journey

If the package can not be started because of a delay or failure (within the Swiss area) of the means of public transport that is being used to reach the departure point planned in the package trip.

5 When is there no entitlement to benefit?

5.1 Bad medical recovery

If an illness or consequences of an accident or an operation already existed at the time of booking and have not cleared up by the date of the trip.

If the consequences of an operation already planned when the trip was booked but only carried out afterwards have not cleared up by the date of the trip.

5.2 Cancellation by the organizer

If the hirer, is objectively not in a position to provide the contractual services in full or in part, cancels the trip, or would have to cancel the trip on the basis of the concrete circumstances.

5.3 Official orders

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

5.4 If the insured person caused the event or affliction by:

- 1 Abuse of alcohol, drugs or medicines
- 2 Active participation in strikes or unrest
- 3 Participation in races with motor vehicles or boats and training for such events
- 4 Participation in hazardous Actions where the insured person knowingly exposes himself to risk
- 5 Gross negligence, intentional acts, or negligent omission.

6 Committing a crime or offence, or intending to do so

6 What must be done in the event of loss?

6.1 In order to be able to claim the benefits from AGA, the individual entitled to claim must inform the renter or the hotel business and AGA in writing, without delay, as soon as the event or the condition occurs.

6.2 The person entitled to claim must do everything he can to reduce and clarify the damage.

6.3 If the loss has occurred as a result of illness or injury, the insured person must ensure that the treating doctors are released from their confidentiality obligation vis-à-vis AGA.

6.4 If the insured person can also claim benefits that he has obtained from AGA from third parties, he must protect these rights and transfer them to AGA.

6.5 The following documents must be sent to AGA:

- booking confirmation
- bill for cancellation costs
- original bills for additional travel costs
- certificate from a neutral doctor with diagnosis, in the case of mental illness from a neutral psychiatrist
- death certificate

7 What are the consequences if information and conduct obligations are breached?

If the person entitled to claim breaches his contractual or legal reporting, information or conduct obligations, or the discovery of the loss/damage or the cause of the loss/damage is affected, AGA may refuse or reduce its benefits.

8 What is the time limit on claims from the insurance contract?

Claims are time barred two years after occurrence of the fact on which the compensation obligation is based.

9 Which is the competent court for disputes arising from this contract?

Legal action can be brought against AGA at the court in the place where the Company has its seat or in the place where the person entitled to claim has his home in Switzerland.

10 Legal application

The Swiss Federal Law on the Insurance Contract applies supplementary to these provisions.

11 What benefits will be provided if there is more than one form of insurance cover?

If an individual is entitled to claim benefits from other insurance contracts, cover will be limited to that part of the benefits that exceeds the benefits that are provided by the other insurance contracts. No benefit will be paid to cover excess payments associated with other insurance contracts.

12 Hierarchy of standards in case of doubt

If there are any differences in wording between the French, Italian, English and German versions of the General Terms and Conditions of Contract, the German version will always apply.

How can we help?

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