

Provisions applying to cancellation cost insurance (edition 09.2006)

In addition to these provisions the Swiss federal law on insurance contracts (VVG) as well as the Swiss federal law on the Place of Jurisdiction in Civil court Matters (GestG) are applicable.

1. Benefits

Winterthur bears those cancellation costs agreed by contract in the cases of cancellation before the beginning of a stay, delayed beginnings or premature departures.

2. Insured events

The insured benefits become due when

- An insured person has an accident, falls ill or dies;
- someone personally close to the insured person has an accident, falls ill or dies;
- the guardian of the insured person has an accident, falls ill or dies;
- an insured person's property is damaged by fire, natural hazard, theft or water damage, and the insured person needs to remain at home, therefore.

3. Additional benefits

If, at the end of the agreed stay, Zermatt can neither be departed from by rail nor by road due to an official decree, Winterthur pays the additional costs up to a maximum of CHF 300.-- per insured person. The maximum amount designated above may only be used for an exit flight with a helicopter based on special conditions which are to be detailed in advance to the landlord.

If the reserved residence must be exited due to an official evacuation decree and another lodging in Zermatt is taken, any additional costs for the stay up to a maximum of CHF 300.-- per insured person is assumed. The aggregate of all additional costs specified above are limited to a maximum of CHF 300.-- per insured person.

4. Insured persons

All persons mentioned in the confirmation of reservation or, respectively, the lease contract are covered by the insurance policy.

5. Insured cancellation costs

If cancellation is necessary, due to an insured incident, the following rescission table must be taken into account:

date of cancellation before the beginning of a stay		costs
low season	main season	
up to 90 days	up to 45 days	handling fee only, CHF 100.-
89 to 30 days	44 to 30 days	Triple per diem with hotel stay or 50% of rental fee for vacation rentals plus handling fee
29 to 0 days / „no show“		entire costs of stay plus handling fee

For auxiliary services with holiday packages (costs for skiing instructor/mountain guide, testing material, "skipass"/train journeys, the following rescission table must be taken into account:

up to 10 days	no costs
9 to 0 days	100% of the costs for auxiliary services

6. Beginning and end of the insurance

Insurance coverage starts from the day of premium payment (date of postmark on the postal payment receipt / bank receipt) and lasts until the end of the agreed stay.

7. Policy

The receipt for the payment of premium and the lease agreement are considered to be the policy.

8. Obligations in case of claims

In case of a claim, the landlord is to be notified immediately. All necessary documents are to be sent to him as quickly as possible. If necessary, the physician is to be relieved of his obligation of professional secrecy.

9. Breach of obligations/restrictions

If, in case of a claim, the immediate obligation of notification to the landlord is breached or if all the requested documents are not submitted, Winterthur may reduce or refuse the benefits accordingly. Winterthur pays no benefits in case of events that have already occurred, or that should have been known to the insured person, at the time the insurance is concluded.

10. Payments from third parties

If Winterthur makes payments that the insured person could also have claimed from a third party, this right has to be ceded to Winterthur.

11. Place of notification

Winterthur Insurance, Service Center, P.O. Box 357, 8401 Winterthur, tel. +41 (0)844 802 008, fax +41 (0)52 218 96 96