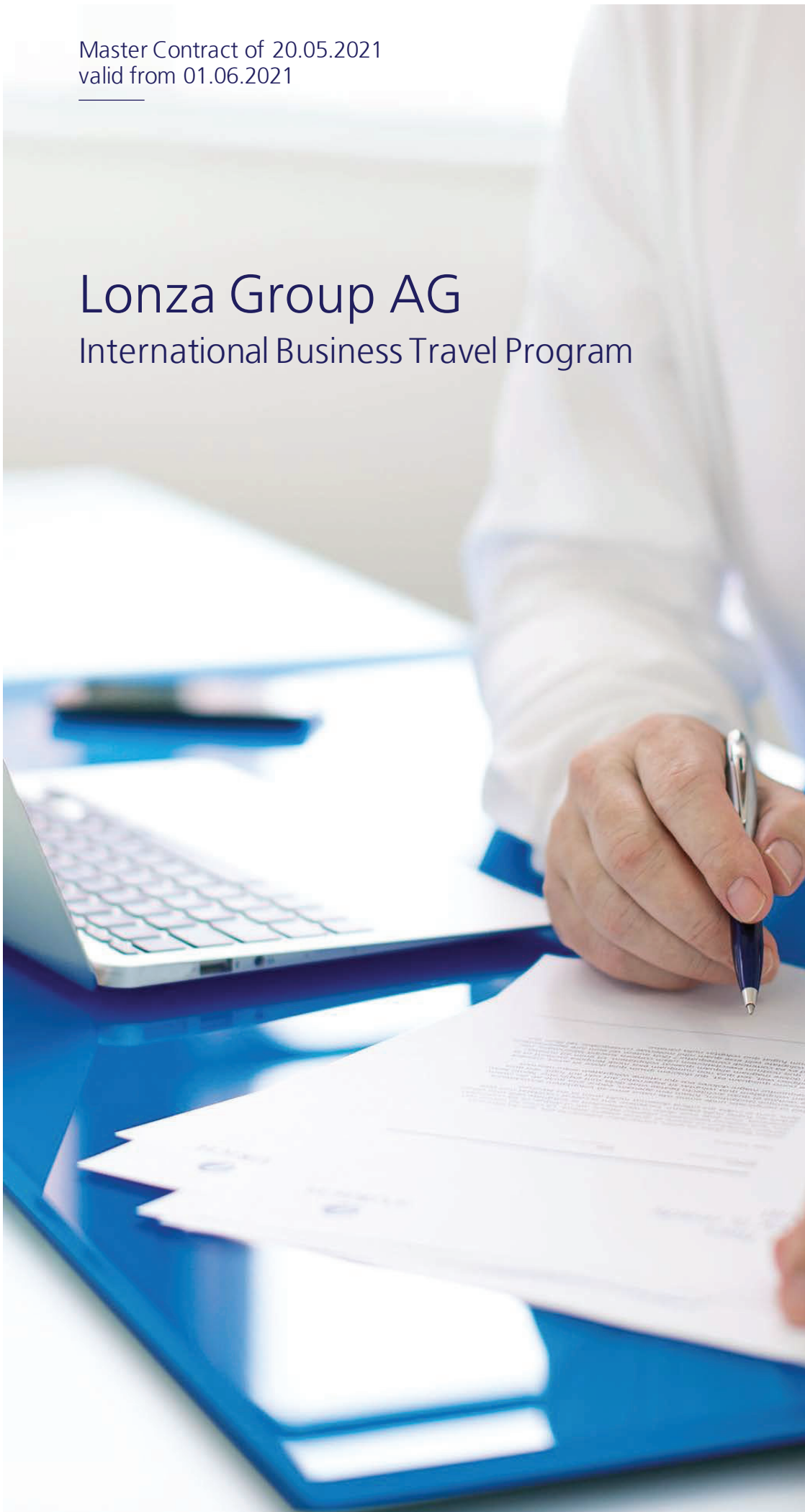


Master Contract of 20.05.2021  
valid from 01.06.2021



# Lonza Group AG

## International Business Travel Program



# Part A – General Part

## 1. Schedule

1.1 Policy No.  
15.817.967

1.2 Policyholder  
Lonza Group AG  
Muenchensteinerstrasse 38  
CH-4002 Basel  
Switzerland

1.3 Insurer  
Zurich Insurance Company Ltd hereafter named as Zurich, in Zurich with a share of 100%.

1.4 Business  
6350.05 Chemical wholesale (white collars)

## 1.5 Period of Insurance

Inception: 01.06.2021 at 00:00 am (local time in country of risk)  
Expiry: 31.05.2022 at 24:00 pm (local time in country of risk)  
Due date: 01.06.  
Premium payment: annually

This contract will be automatically renewed for one year at a time unless cancelled by either party in writing at least 3 months in advance of the expiry date.

## 1.6 Authorized Broker

J+C Budmiger GmbH  
Eta-Glob Help System  
P.O.Box 88  
CH-3900 Brig

(hereinafter referred to as the "broker") is authorized to conduct all business transactions between the policyholder and Zurich. The broker is empowered by both parties to receive all inquiries, notices, declarations, declarations of intent etc. (but no payments) from either party and to forward them to the other party.

## 1.7 Remuneration of Broker

Companies of Zurich Insurance Group Ltd and its cooperative partners remunerate brokers for their activities, based on a respective agreement. The policyholder may request any specific information in this regard from the broker, if so required.

## 2. Definitions

### 2.1 Accidents

Accidents are defined as sudden, not deliberately caused bodily injuries that lead to a physical, mental or psychological impairment or death and which can be traced back to a unique and provable occurrence.

Disability and death benefits shall be reduced accordingly if the impairment to health or death is only the partial consequence of an insured accident.

### 2.2 Allocation Plan

An allocation list which will be agreed between the policyholder of the **Master Contract** and Zurich, which clearly stipulates:

- licensing requirements;
- which local policies have to be issued;
- how premiums are allocated and which exchange rates are applicable.

### 2.3 Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments.

### 2.4 Business Journey

A **Business Journey** not exceeding 180 days in duration authorized by the policyholder or an insured entity and undertaken by an insured person and commencing during the period of insurance.

### 2.5 Country of Assignment

The country where an insured person

- temporarily resides under a contract of employment with the policyholder;
- undertakes an activity on behalf or at the request of the policyholder its **Subsidiaries or Affiliates** for at least six months.

### 2.6 Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an insured person has the intent to reside indefinitely.

### 2.7 European Economic Area (EEA)

For the purpose of this contract only: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain und Sweden.

### 2.8 Event

A sudden, unforeseen and identifiable occurrence which takes place in its entirety at a limited time and place.

All events or series of events consequent upon or attributable to one source or original cause shall be regarded as a single event for the purposes of this policy.

### 2.9 Event Aggregate Limit

The maximum amount for which we can be held liable in respect of all claims arising out of any one event. If the total amount of all claims arising out of any one event exceeds the event aggregate limit, each individual claim shall be proportionately reduced until the total value of all claims does not exceed the event aggregate limit.

### 2.10 Expatriate

Expatriates are persons temporarily residing in a **Country of Assignment** under a contract of employment with the Policyholder or a connected or related company, thereby undertaking an activity on their behalf and request.

### 2.11 Family Members

Family Members are:

- Any child of an insured person and under 18 years of age or under 25 years of age if in full time education.
- In the same household living spouse or registered partner or life partner (also same-sex couples).

### 2.12 Hospital

A hospital is deemed to be any hospital, psychiatric clinic or sanatorium for the treatment of tuberculosis managed by or under the supervision of physicians.

## 2.13 Illnesses

For the purpose of insurance, an **Illness** is deemed to be any impairment of bodily, mental or psychological health independent from the will of the insured person, which is not the consequence of an accident.

Impairments of health resulting from pregnancy and childbirth are deemed **Illnesses**, insofar as the insured person was insured under this contract at the beginning of the pregnancy.

If impairments of health are only partially attributable to insured **Illnesses**, benefits will be reduced accordingly.

## 2.14 Insurance on a Fixed-Sum Basis

In the case of **Insurance on a Fixed-Sum Basis**, the following additional provisions shall apply:

- a. Zurich shall provide the insured benefit upon occurrence of the insured event, irrespective of whether a loss has actually occurred. The scope of benefits is determined by the policy;
- b. Zurich shall provide the insured benefits, irrespective of whether benefits are provided by third parties; their benefits shall not be taken into account.

## 2.15 Insurance on an Indemnity Basis

In the case of **Insurance on an Indemnity Basis**, the following additional provisions shall apply:

- a. Zurich shall provide the insured benefit upon occurrence of the insured event, only, however, if proof of the loss occurring as a consequence of the insured event is provided. The exact scope of benefits is determined by the policy;
- b. Benefits provided by third parties will be taken into account. Rights of recourse are reserved;
- c. The provisions relating to the consequences of any breach of obligations or duties to mitigate losses and conditions pursuant to the policy shall apply.

## 2.16 Medically necessary In-Patient Hospital Stay

A hospital stay is deemed to be medically necessary if it is performed for the purpose of medical treatment with regards to preventing any further negative development or with regards to improving the health impairment.

## 2.17 Natural Hazards

**Natural Hazards** shall include floods, inundation, strong gale (= winds in excess of 75 km/h which uproot trees in the vicinity of the insured person/property or take the roofs off buildings), hail, avalanche, snow pressure, rock fall, falling stones or landslides, earthquakes and volcanic eruptions.

## 2.18 Operative Time

The period of time and/or activities for which the policyholder or the insured is covered under this policy as stated in the schedule.

## 2.19 Subsidiaries and Affiliates

The **Subsidiaries and Affiliates**, in which the policyholder directly or indirectly has a controlling interest of 50% or more, or over which an insured entity exercises management control.

## Part C –Coverage

### 4. Insured Entities

#### 4.1 Policyholder

#### 4.2 Subsidiaries and Affiliates

The **Subsidiaries and Affiliates** in Switzerland which have been notified to Zurich:

BioAtrium AG

BacThear AG

Lonza Solutions AG

Lonza Services AG

#### 4.3 Local Compulsory Insurance

This **Master Contract** provides coverage in excess of the local compulsory insurance limit, regardless whether the local compulsory insurance has been elected or not by the insured.

## Part D – Table of Benefits and Limits

### 5. Insured and Benefits

#### 5.1 Policy Limits

The following limits of indemnity are the maximum payable sums per period of insurance in this **Master Contract** before deduction of the deductibles:

<b>Event</b> aggregate limit	CHF	20,000,000
Multi-engine aeroplane limit	CHF	10,000,000
Other forms of aerial transport limit	CHF	5,000,000

#### 5.2 Group of Persons 1

Employees of the policyholder and its **Subsidiaries** or **Affiliates**.

##### 5.2.1 Operative Time

During the period of insurance and whilst undertaking a **Business Journey** excluding **Private Trips** with destinations outside the insured person's **Country of Permanent Residence** or **Country of Assignment**.

Cover shall commence from the time of leaving the place of residence or the place of employment (whichever occurs last) and continue until arrival back at the place of residence or the place of employment (whichever occurs first).

## 5.2.2 Insured Benefits of Group of Persons 1

The benefits provided by Zurich consists only of the coverages which are marked "covered or where an amount is stated" in the below tables. The covered amounts are, where applicable always minus the agreed deductible:

Corporate Accident Insurance	Amounts in CHF
Permanent Disability Benefit	not covered
Death Benefit	not covered
Disappearance	not covered
✓ Funeral Expenses	10,000
Additional Coverages:	
Disability Assistance	not covered
Domestic Assistance Expenses	not covered
Retraining and Training Expenses	not covered
Medical Expenses following Disability	not covered
Partner Training Expenses	not covered
Childcare Expenses	not covered
Dependent Adult Benefit	not covered
Dependents Benefit	not covered
Personnel Replacement Expenses	not covered
Travel to Work Expenses	not covered

Business Travel Insurance		Amounts in CHF
Overseas Medical Expenses	Limit per insured person	1,500,000
Medical Evacuation and Repatriation	Limit per insured person	covered
Travel Expenses after Medical Evacuation	Limit per insured person	not covered
Repatriation of Mortal Remains		covered
Search and Rescue Operations	Limit per insured person	50,000
	Limit per event	80,000
Dental Emergency Expenses	Illness (art. 17b) / Accident (art. 17a)	500 / 500
Ongoing Medical Expenses	Limit per insured person	not covered
Property Damages of the Insured	Limit per insured person	not covered
Hospitalisation Benefit		not covered
Cancellation/Annulation Costs	Limit per insured person and event	not covered
	Max. limit of liability	not covered
Travel Protection – Interruption or Termination of the Journey	✓ Recall	not covered
	✓ Return Journey (definitive or temporary)	not covered
	✓ Additional Costs	Limit per insured person not covered
	✓ Partial Non-Usage of Booked Services	Max. limit of liability not covered
Travel Protection – Additional Coverages	✓ Companion Ticket	Limit per insured person not covered
	✓ Unavailability of Booked Accommodation During the Trip	Limit per insured person not covered
	✓ Cancellation of Means of Transport	Limit per insured person not covered
	✓ Extended Sojourn	Limit per insured person not covered
	✓ Theft of Documents	Limit per insured person not covered
	✓ Child Care	Limit per insured person not covered
Luggage	Limit per insured person	not covered
	Single article limit	not covered
	Deductible per insured person	0
Delayed Luggage	Limit per insured person	not covered
Monetary Values	Limit per insured person and insurance year	not covered
Loss of Keys	Limit per event	not covered
Rental Vehicle Collision Damage Waiver	Limit per insured person	not covered
Personal Liability	Limit per insured person	not covered
Legal Protection in Criminal Proceedings	✓ Fee of attorney-at-law/counsel and court costs or litigation costs	Limit per event not covered
	✓ Fee of an attorney-at-law in case of actual or imminent detention	Limit per event not covered
	✓ Bail payment in case of detention or to avoid detention	Limit per event not covered
Extension of Insurance Coverage with Respect to Warlike Events		covered

# Business Travel Insurance Provisions

## 9. Overseas Medical Expenses

Zurich shall pay for the reasonable costs necessarily incurred following an **Illness** or **Accident** that arise outside the Country of Permanent Residence or Country of Assignment in terms of advance benefits (see art. 33.1).

### 9.1 Insured Benefits

The following benefits are insured on an **Indemnity Basis**:

Zurich shall pay for the incurred expenses due to the following measures:

- a. Medically prescribed or performed out-patient treatment;
- b. **Medically necessary In-Patient Hospital Stay**, care and treatment in general, semi-private or private ward as long as a repatriation to the country of permanent residence or the **Country of Assignment** is neither medically possible nor suitable;
- c. The shipment of any urgent but not locally available medication;
- d. Rental of medical aids and appliances (such as crutches or wheelchair);
- e. Initial procurement of resources designed to compensate for bodily impairments or functional defects: prostheses, glasses, hearing aids and orthopedic devices;
- f. Repair or replacement (new value) of objects that replace a body part or function. For glasses, hearing aids and dental prostheses, an entitlement only exists if these were damaged or destroyed in an insured accident that led to a bodily impairment requiring treatment.

### 9.2 Duration

Benefits according to art. 12 (overseas medical expenses) will only be provided as long as a repatriation (see art. 13.2) or a return journey or continuation of a journey according to art. 14 is not possible.

The benefits will be paid for a period up to 720 days from the date of the Accident or first diagnosis of the Illness.

### 9.3 Exclusion

No entitlement to benefit from preventive **Hospital** stays or from the confinement of elderly, infirm or disabled persons solely for the purpose of care or monitoring.

## 10. Medical Evacuation and Repatriation

The following benefits are insured on a **Indemnity Basis**:

### 10.1 Medical Evacuation

Travel and transport of the insured person to the nearest doctor or to the nearest **Hospital** where appropriate medical care is available.

### 10.2 Repatriation following a Medical Evacuation

Following a medical evacuation, Zurich shall pay the incurred costs for the transport of the insured person to a **Hospital** in his **Country of Permanent Residence**, or **Country of Assignment** for subsequent in-patient hospitalization or rehabilitative treatment.

### 10.3 Limitations

The transport of the insured person by air is covered, if this cannot be avoided for medical or technical reasons.

## 11. Travel Expenses after Medical Evacuation

The following benefits are insured on an **Indemnity Basis**:

Following an insured person's medical evacuation (see art. 13.1), Zurich shall pay the incurred expenses for the most appropriate transport for either:

- a. The return journey of the insured person to his **Country of Permanent Residence** or **Country of Assignment**;  
or
- b. The arrangement of the continuation of the journey.



## 12. Repatriation of Mortal Remains

The following benefits are insured on an **Indemnity Basis**:

Zurich shall pay for the incurred expenses due to recovery and repatriation missions (transport to the place of burial) of mortal remains, if death is the consequence of an insured **Event**.

## 13. Search and Rescue Operations

The following benefits are insured on an **Indemnity Basis**:

Zurich shall pay the necessary incurred costs for search missions undertaken in relation to the rescue or recovery of an insured person, who becomes seriously ill, is seriously injured or dies.

## 14. Dental Emergency Expenses

The following benefits are insured on an **Indemnity Basis**:

Zurich shall pay for:

- a. The incurred costs of dental treatment provided that the treatment is a consequence of an **Accident**;
- b. The incurred costs of an emergency dental treatment causing an acute pain up to the insured amount per insured person and year.

## 15. Ongoing Medical Expenses

The following benefits are insured on an **Indemnity Basis**:

Zurich will pay the ongoing medical expenses in the insured's **Country of Permanent Residence** or **Country of Assignment** within the 365 days immediately following the date of the day which the insured **Event** happened.

## 16. Property Damages of the Insured

The following benefits are insured on an **Indemnity Basis**:

Damage to objects which the insured is carrying directly on his body is insured, insofar as the damage is connected to the insured **Event**. Zurich shall pay for:

- The costs of repair in the **Event** of damage to an insured object, at most, however, the value of the new acquisition at the time of the insured **Event**;
- The costs for the new acquisition at the time of the insured **Event** in the **Event** of destruction of the insured object (= replacement value) minus the value of the remainder. Sentimental value shall not be taken into account.

## 17. Hospitalisation Benefit

The following benefits are insured on a **Fixed-Sum Basis**:

- a. In the event that an insured person is medically necessary admitted to hospital as an in-patient, Zurich shall pay the agreed benefit for each full week up to a maximum of 52 weeks;
- b. In the event of the continuous unconsciousness of the insured person caused solely and independently by an accident or an illness during the operative time, Zurich shall pay the insured benefit for each full week of continuous unconsciousness up to a maximum period of 104 weeks;
- c. Benefits in this article shall not be payable under more than one of the above mentioned paragraphs.

### 17.1 Exclusion

No entitlement to benefits from preventive **Hospital** stays or from the confinement of elderly, infirm or disabled persons solely for the purpose of care or monitoring.

## 18. Cancellation/Annulation Costs

The following benefits are insured on an **Indemnity Basis**:

### 18.1 Scope of Insurance

Insurance cover is provided for booked occupational journeys and where agreed the costs for booked incidental holidays including the renting of hotel rooms, apartments and cars.

### 18.2 Insured Events

Insurance coverage is granted if, prior to the journey,

- a. an Insured;  
a person particularly close to an insured (such as family members, close relatives, fiancés, godparents);  
an insured's deputy at the workplace, whose presence is required at the workplace;

- falls seriously ill, suffers a serious **Accident** or dies;
- b. pregnancy complications prevent the Insured from traveling;
- c. an insured's property at home is severely affected by burglary, fire damage, water damage or damage caused by **Natural Hazards** and therefore his presence at home during the time of the planned journey is essential;
- d. an insured's personal documents, which are indispensable for the journey, are stolen and the theft is reported to the responsible police authority;
- e. the public transport used by the insured person to reach the airport or the station of departure is delayed or cancelled;
- f. on the direct journey to the intended point of departure for the booked travel arrangements, the private vehicle or taxi used becomes immobile due to an **Accident** or a breakdown;
- g.
  1. Acts of war and terrorism, civil unrest of all kinds and measures taken against it as well as natural and environmental disasters, epidemics, and pandemics; (This does not apply in the **Event** of warlike or terrorist use of nuclear, biological or chemical weapons or agents.);
  2. Strikes;
  3. administrative measures (entry bans in the absence of a visa or other necessary entry documents are not regarded as administrative measures);
  4. **Natural Hazards**;
 preventing an insured or a person traveling with the insured, who booked the journey at the same time, from embarking on the journey.  
 Insurance coverage shall be granted if the competent authorities of the country of work advise against the trip. If a warning had already been issued at the time of the booking, no insurance benefits shall be paid.

If booked trips are changed or cancelled by the service provider (tour operator, airline, etc.), the benefit obligation shall lapse for all services that are to be rendered by the tour operator, airline, etc. on the basis of a law or treaty.

### 18.3 Insurance Benefits

- a. If the insured **Event** occurs prior to the journey or prior to acceptance of the rental property, the legally or contractually owed costs of cancellation (including handling fees) will be refunded;
- b. If commencement of the journey is delayed, the provable costs for services connected with the stay not used up to the date of departure and the additional costs arising for a direct subsequent journey will be compensated.

## 19. Travel Protection – Interruption or Termination of the Journey

The following benefits are insured on an **Indemnity Basis**:

### 19.1 Insured Events

Insurance coverage is provided if during a journey

- a. Presence at home/at the workplace  
 an insured person must return home because a person particularly close to him (such as family members, close relatives, fiancé[e]s, godparents), or the insured person's deputy at the workplace, falls seriously ill, suffers a serious **Accident** or dies;
- b. Damage to property  
 an insured person's property at home is severely affected by burglary, fire damage, water damage or damage caused by **Natural Hazards** and his presence at home is essential;
- c. Fellow travelers  
 a traveler accompanying an insured person falls seriously ill and therefore terminates the journey or if such a person suffers a serious **Accident** or dies;
- d. Strikes, riots or **Natural Hazards**
  - Acts of war and terrorism, civil unrest of all kinds and measures taken against it as well as natural and environmental disasters, epidemics, pandemics; (This does not apply in the event of the warlike or terrorist use of nuclear, biological or chemical weapons or agents);
  - Strikes;
  - **Natural hazards**;
 seriously imperiling the life or property of the insured person or a person traveling with the insured person at the travel destination. Evacuation decisions will be made by International SOS security personnel in consultation with interested governments;  
  
 If booked trips are changed or cancelled by the service provider (tour operator, airline, etc.), the benefit obligation shall lapse for all services that are to be rendered by the tour operator, airline, etc. on the basis of a law or treaty;
- e. Official measures/strikes

Official measures or strikes prevent further travel or return. Entry bans in the absence of a visa or other necessary entry documents are not regarded as official measures.

## 19.2 Insurance Benefits

The benefits consist of

### 19.2.1 Recall

Zurich shall pay the costs for return calls by competent authorities of the **Country of Permanent Residence** or the **Country of Assignment**.

### 19.2.2 Return Journey

- a. Definitive return journey  
The additional costs incurred for the return journey to the **Country of Permanent Residence** or **Country of Assignment**. With respect to the type and class of the means of transport, the means used shall form the basis;
- b. Temporary return journey  
In case of a temporary return journey, the additional costs incurred for the journey home and the return journey to the destination, provided that a limited duration of stay including the return journey was booked in advance. With respect to the type and class of the means of transport, the means used shall form the basis. The expenses for the part of the journey that was not used will not be refunded.

### 19.2.3 Additional Costs

- a. Also insured are the additional costs incurred on location for transport, board and lodging as a consequence of a definitive or temporary return journey;
- b. Provided that a return journey is not necessary and the trip commenced can be continued immediately after the occurrence of the loss, or if changes of travel plans become necessary, Zurich covers the costs for additional transport, board and lodging costs as stated under the Insured's Benefits.

### 19.2.4 Partial Non-Usage of Booked Services

If the journey is terminated early due to an insured **Event** or if an insured person falls seriously ill, suffers a serious **Accident** or dies during a journey, the provable costs for the booked services not used from the date of the Insured **Event** for the stay of each insured person traveling.

## 20. Travel Protection – Additional Coverages

The following benefits are insured on an **Indemnity Basis**:

### 20.1 Further Insured Events and Benefits

#### 20.1.1 Companion Ticket

Following an insured's medical evacuation, Zurich will pay the travel costs, for a relative or friend to join the Insured who has or will be hospitalised for more than 7 days outside of his **Country of Permanent Residence** or **Country of Assignment**.

#### 20.1.2 Unavailability of Booked Accommodation During the Trip

Insurance coverage is provided if damage to the booked accommodation caused by fire, natural forces or water prevents an insured from using such accommodation. In this case, the additional board and lodging costs shall be assumed.

#### 20.1.3 Cancellation of Means of Transport

If, after beginning a booked trip, the booked means of transport is delayed by at least 4 hours or can no longer be provided due to a breakdown, **Accident** or the insolvency of the operator of the booked means of transport, the additional travel costs incurred by the insured shall be covered.

Services to be provided by tour operators or carriers, etc. on the basis of a law, treaty or agreement are not included. No claim to benefits shall exist if the insured is responsible for the delay.

Benefits may only be claimed if the cancelled connection or the delay is confirmed by the carrier. Such confirmation must be submitted together with the original ticket and proof of the costs incurred.

#### 20.1.4 Extended Sojourn

If the return journey is not possible at the booked point in time and an extension of the sojourn is necessary due to:

- serious **Illness** or a severe **Accident** involving an insured or a person traveling with the insured;
- unknown whereabouts of an insured or a person traveling with the insured;
- strikes, civil unrest, natural disasters, **Natural Hazards** affecting the location in question.

Zurich shall pay the additional board and lodging costs.

#### 20.1.5 Theft of Documents

Additional costs are assumed if the onward or return journey is delayed because of the theft of personal documents necessary for the journey. The loss is to be reported to the responsible police authority immediately, otherwise no benefits shall be paid.

#### 20.1.6 Child Care

Organization and assumption of the costs for a person's journey to bring traveling children back to their permanent residence, including the cost of board and lodging.

## 21. Luggage and Delayed Luggage

The following benefits are insured on an **Indemnity Basis**:

### 21.1 Insured Objects and Costs

Insurance coverage is provided for:

#### 21.1.1 Luggage

Luggage up to the sum insured listed in the policy, including all items that the Insured carries with them on a journey for their personal use or hand over to a carrier for transportation.

#### 21.1.2 Delayed Luggage

Costs, e.g. expenses for absolutely essential acquisitions incurred as a result of luggage handed over to a carrier for transportation being delayed.

### 21.2 Insured Risks

The insurance covers damage to the luggage as a result of sudden, unforeseen losses and damages.

### 21.3 Exclusions

The insurance does not cover:

- a. Damages attributable to official orders;
- b. Damages caused by the effects of temperature and weather;
- c. Damages caused by the nature of the goods, through natural wear and tear, poor packaging and vermin/pests;
- d. Damages attributable to loss and mislaying;
- e. Damages resulting from embezzlement and misappropriation;
- f. Indirect damages including operating losses and activities;
- g. Damages resulting from the commercial use of the items;
- h. Breakages of skis and snowboards, unless in connection with a traffic accident;
- i. Damage resulting from the competitive use of sporting equipment;
- j. Cash assets, i.e. money, securities, passbooks, precious metals (held as reserves, bullion or merchandise), coins and medallions, loose precious stones and pearls;
- k. Business papers, business movables, merchandise and sample collections;
- l. Documents, tickets and stamps;
- m. Pictures and Paintings;
- n. Nautical vessels (including accessories):
  - For which obligatory liability insurance is mandatory;
  - That are not taken home regularly after use;
  - With an engine (incl. motorized rubber dinghies, inflatables and row boats);
- o. Motor vehicles, motorcycles, electric bicycles, trailers, caravans, mobile homes, in each case including accessories, as well as aircraft, flying equipment and flying objects of all kinds for which liability insurance is mandatory.

Exception:

The insurance shall continue to cover theft of business papers, business movables, merchandise and sample collections.

### 21.4 Loss Determination

- a. The cause and extent of the damage must be assessed and confirmed by the carrier, tour operator or hotel management, police or by the responsible third party.

- b. If the beneficiary is entitled to claim damages against the carrier or third parties, he shall assign such claims to Zurich in the amount of the damages paid by Zurich. He must provide Zurich with all evidence necessary to pursue such claims provided that the procurement of such evidence can be reasonably expected of him.

## 22. Monetary Values

Zurich shall pay the insured person up to the sum insured in the event of loss or theft of money or financial loss suffered as the result of the fraudulent use or credit, debit or charge cards on a journey during the operative time.

In respect of money, cover is extended to 48 hours immediately preceding the commencement of a journey and for 48 hours immediately following its completion.

## 23. Loss of Keys

Zurich shall pay the insured person for the replacement of the lock mechanisms up to the insured amount if the keys to the external doors, safes or alarms of the insured person's normal place of residence are lost.

## 24. Rental Vehicle Collision Damage Waiver

The following benefits are insured on an **Indemnity Basis**:

### 24.1 Insured Vehicles

The insurance covers vehicles with a total weight of up to 3,500 kg rented by an insured person. Vehicles with a total weight in excess of 3,500 kg, taxis and driving school vehicles are not insured.

### 24.2 Insured Period

The insurance coverage commences and ends as of the dates defined in the rental contract. If the vehicle is returned prior to the end of the return date defined in the rental contract, the insurance coverage ends as of this date.

### 24.3 Insured Events and Benefits

Insurance coverages provides indemnity for the deductible payable by the insured person due to damage to the rental vehicle or due to the theft of the rental vehicle during the rental term.

### 24.4 Exclusions

The insurance does not cover:

- a. Loss and damage of which the insurer covering the loss has no deductible arrangement.
- b. Loss and damage caused by the driver in a state of inebriation (in excess of the statutorily permitted alcohol level of the given country) or under the influence of other intoxicating or narcotic substances.
- c. Loss and damage to caravans and other types of trailer.

### 24.5 Claims Against Third Parties

- a. Legal or contractual claims against other service providers and/or third parties.

If an insured has legal or contractual claims against other insurers and/or third parties, or if patronage benefits are provided for, coverage pursuant to this contract shall be limited to that part of the benefits in excess of that provided by the other insurer and/or third party and which are insured in this policy.

## 25. Personal Liability

The following benefits are insured on an **Indemnity Basis**:

### 25.1 Insured Events

This insurance shall cover the insured's statutory liability for:

- bodily injury (death of, injury to or other impairment of the health of persons and the financial loss resulting therefrom;
- property damage (destruction of, damage to or loss of tangible property and financial loss sustained by the claimant resulting therefrom. Killing, injuring or other impairment of the health or loss of animals are also deemed as property damage.

The insurance shall not cover liability for pure financial losses which do not result from bodily injury or property damage sustained by the claimant.

### 25.2 Insured Benefits

Benefits consist of compensation for justified insured claims and the defense against unjustified insured claims, including interest on losses, loss reduction expenses, costs of experts, lawyers' fees, court fees, mediation costs and loss prevention costs.

## 25.3 Exclusions

The insurance does not cover claims for:

- a. damage affecting the person or property of an insured or of another person living in the same household as the insured;
- b. damage to items held in trust or in the care of the policyholder or insured;
- c. damage in connection with the main occupation;
- d. damage inflicted upon a person in an employment or trainee relationship with the policyholder or the insured;
- e. damage in connection with motor vehicles, aircraft or nautical vessels;
- f. damage to third-party land, buildings and other structures, movable structures and caravans. This exclusion shall not apply in case of a temporary residence in the country of work;
- g. damage to cash assets, i.e. money, securities, passbooks, precious metals (held as reserves, bullion or merchandise), non-personalized coupons, coins and medals, loose precious stones and pearls, as well as documents, plans and army, civil defense and fire brigade material taken into care, custody or control for any reason;
- h. damage caused in connection with the deliberate commission of crimes or offenses or with an attempt thereof;
- i. damage in connection with active participation in fights and brawls;
- j. damage caused under the influence of narcotics or alcohol;
- k. damage caused to wear and tear;
- l. damage that is highly likely to occur;
- m. damage to property arising from the gradual influence of weather, temperature, humidity, smoke, dust, soot, gases, vapors or vibrations;
- n. liability for damage from contractually assumed liability over and above the statutory liability, and from the failure to fulfill contractual or statutory insurance requirements;
- o. liability for damage occurring while the vehicle is taking part in races, rallies and similar competitions, as well as all driving on racetracks;
- p. liability for claims as a result of the transmission of contagious diseases of man, animals and plants;
- q. any claims covered under other insurance policies held by the policyholder or the Insured.

## 26. Legal Protection in Criminal Proceedings

The following benefits are insured on an **Indemnity Basis**:

### 26.1 Insured Events and Benefits

In the event of disciplinary or criminal proceedings being brought against an insured in the context of an insured event, Zurich will bear the expenses incurred by the relevant insured in connection with the conduct of the criminal proceedings (e.g. lawyer's fees, court costs, experts' costs and litigation costs of an opposing party, as well as the expenses imposed on the insured in such criminal proceedings.

Furthermore Zurich pays the advance bail payment up to the insured amount as stated in the policy to avoid personal arrest. The policyholder must refund this money no later than 2 months after the payment date.

### 26.2 Exclusions

The same exclusions as stated in art. 25.3 shall apply.

### 26.3 Further Provisions

In consultation with the insured, Zurich will engage a lawyer to conduct the insured's defense. Should the insured reject one of the lawyers proposed by Zurich, he will be asked to make three proposals from which Zurich will select the lawyer to be appointed. The insured is not entitled to engage a lawyer without the authorization of Zurich.

Zurich may refuse to assume the expenses of a legal remedy or appeal if in light of the official records it sees little likelihood of such actions succeeding.

Court and litigation expenses awarded to the insured shall be assigned to Zurich up to the amount of benefits provided and to the extent that these do not constitute compensation for personal efforts and expenses of the insured himself.

The insured is obliged to notify Zurich without delay of all oral and written communications and decisions relating to disciplinary or criminal proceedings and to comply with Zurich's instructions. If he takes any measures on his own initiative or contrary to the instructions of Zurich and in particular if he avails himself of a legal remedy without the express consent of Zurich, he shall do so for his own account and at his own risk. However, if it can be demonstrated that such actions resulted in a substantially more favorable outcome, then, within the framework of this coverage, Zurich will subsequently reimburse the expenses incurred.

## Additional Conditions

### 27. Extension of Insurance Coverage with Respect to Warlike Events

**Accidents** and **Illnesses** which occur abroad as a consequence of warlike events are also insured if the insured does not actively participate in them.

Zurich is entitled to cancel the extension of insurance coverage for warlike events prior to the expiration of the agreed duration of the contract. If the extension is cancelled, coverage expires 14 days after receipt of the notification by the policyholder. This coverage, however, shall in any case expire within 48 hours of the outbreak of war,

- in which Switzerland or any of its neighboring countries are involved;
- between the United Kingdom, the Russian Federation, the United States, the People's Republic of China or between one of those countries and a European country.

### 28. Limitation of Corporate Accident Insurance Coverage (art. 6-8) and Business Travel Insurance Coverage (art. 9-17)

Zurich will not pay any benefit caused by one of the following reasons:

- Consequences of warlike events abroad, if the extension of insurance coverage for warlike events is not applicable there. However, if war should break out for the first time and if the insured person is taken by surprise by such an event in the country in which he is staying, insurance coverage shall remain in force for another 30 days, starting on the day on which war breaks out;
- Illnesses** and **Accidents** incurred while deliberately committing a crime or offence;
- Illnesses** and **Accidents** which occur during active participation in training or races with motorized vehicles or water crafts and/or engaging in extreme or high risk sports activities such as skydiving, wingsuit, base jumping, freeclimbing or whitewater rafting;
- Suicide, self-mutilation or attempts thereat.  
Exceptions: Coverage is granted if the insured person, through no fault of his or her own, was entirely incapable of acting reasonably, or if the suicide, the attempted suicide or the self-mutilation was the undisputed consequence of an insured **Accident**;
- Extra-occupational effects of ionizing radiation. Health impairments resulting from radiotherapy that has been medically prescribed following an insured **Event** are, however, insured;
- Treatment to remove or improve physical defects and disfigurements if these have not been brought about by an insured **Event**;
- Accidents** during foreign military service and while participating in warlike activities;
- Deliberate and active participation in acts of terror and gang crimes;
- Deliberate and active participation in brawls and scuffles, unless the insured was injured as a nonparticipant or while providing assistance to a defenseless person injured by the conflicting persons;
- Deliberate and active participation in riots;
- Cost participation (deductible, co-payment) and loss of bonus of other insurances shall not be reimbursed;
- Illnesses** and **Accidents** which occur whilst carrying out the occupation of a stuntman, an artist, an animal tamer, mineworker, professional diver, journalist or reporter.

### 29. General Exclusions

No benefits shall be paid for consequences in connection with the following:

- Participation in races, rallies or similar competitive races or training events with motor vehicles, snowmobiles, or motorboats on closed-off courses.
- With insured events that had already occurred at the time of the conclusion of the contract or booking of the trip or the occurrence which was recognizable to the insured upon conclusion of the contract or booking of the trip.
- Claim to recourses of third parties.
- Any claims arising directly or indirectly due to any **Business Journey** commenced by an insured person to any destination where the contemporaneous advice of the government of the insured person's **Country of Permanent Residence** or **Country of Assignment** is to avoid all travel or all non-essential travel to that destination.

## 30. Benefit of Third Parties

- a. The benefits provided on an **Indemnity Basis** are owed by Zurich on a subsidiary basis, i.e. only if no other indemnity insurer is liable to pay benefits. If other insurers are also only liable on a subsidiary basis, the benefit calculated on the basis of the subsequent paragraph will only be paid in the proportion corresponding to the total benefits owed by the totality of all participating indemnity insurers;
- b. If the Insured Person or the beneficiary is entitled to benefits from other insurers (irrespective of whatsoever nature), Zurich will only supplement these third party benefits up to the benefits insured in accordance with this policy.

### 30.1 Advance Benefits: Conditions Including the Right to Reimbursement and Offsetting

As part of the benefits insured under this contract, Zurich will pre-finance any claims that may exist vis-à-vis Swiss social insurers, occupational pension scheme providers (compulsory or supplementary) or private insurers, but which have not yet been paid out or fixed in terms of their extent, insofar as the insured person or the beneficiary makes all of the provisions necessary to enable Zurich to assert its claim to reimbursement or offsetting vis-à-vis Swiss social insurers, the occupational pension scheme providers (compulsory or supplementary) or private insurers. In particular, the insured person or the beneficiary must, to the extent required and legally permissible, assign to Zurich his claim to the receipt of additional subsequent payments and future entitlements to benefits vis-à-vis the insurers up to the pre-financed amount, as well as sign any corresponding required declarations.

If Zurich pays benefits instead of a liable third party, Zurich will assume the rights of the insured person or the beneficiary to the extent of the benefits due.

## General Insurance Provisions

### 30.2 Inception of Insurance Coverage

The contract starts on the date stated in the policy.

### 30.3 Termination of Insurance Coverage

The contract terminates on the expiration date stated in the policy. It is tacitly renewed for another year, unless written notice of cancellation has been given in writing at least three months prior to expiration. Cancellation is deemed to have been given in due time if the notice of cancellation has reached the contracting party no later than the last day prior to the beginning of the three-month notice period.

### 30.4 Termination of Insurance Coverage for Insured Person

The insurance cover expires

- a. when the insured leaves the insured company;
- b. upon reaching the age of 70;
- c. upon expiration of the contract.

## 31. Claims

### 31.1 Duty of Notification

- a. The **Insured Entities** or the **Insured Persons** shall notify Zurich or its assistance provider in writing (Zurich Insurance Company Ltd, Assistance Claims, P.O. Box, CH-8085 Zurich or by e-mailing [businessstravel@zurich.ch](mailto:businessstravel@zurich.ch)) immediately if
  - a loss occurs whose consequences could affect the coverage;
  - claims for losses are made against them;
  - they become aware of circumstances which made it appear likely that a claim occurs or a claim would be brought against an insured person.
- b. All facts and documents concerning the loss (including but not limited to claim form, bills, receipts, medical reports, and documentation relating to income, confirmation of transport companies, police reports, and death certificates) have to be forwarded to Zurich or its assistance provider immediately.

### 31.2 Handling of Claims

- a. Zurich or their assistance provider
  - shall take over the handling of a claim;
  - shall represent the insured entity or the insured person vis-à-vis the injured parties;
  - shall be entitled to pay damages to the injured party directly.
- b. The **Insured Entities** or the **Insured Persons** are not entitled to
  - acknowledge or settle any claims without the prior consent of Zurich;



- assign claims under this insurance to the claimant or to third parties without the prior consent of Zurich.
- c. In the **Event** of a proceeding, the **Insured Entities** or the **Insured Persons** must grant the necessary power of attorney to the lawyer designated by Zurich or its assistance provider.

Any awarded damages shall be due to Zurich to the extent of the indemnities which it has paid.

## 32. Trade Sanctions

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

## Part E - Miscellaneous & Signatures

### 33. Miscellaneous

#### 33.1 Notifications to Zurich

All communications must be sent to:

Zurich Insurance Company Ltd  
Commercial Insurance Switzerland  
P.O. Box  
CH-8022 Zurich

or to the agency indicated on the most recent premium invoice.

#### 33.2 Place of Jurisdiction and Applicable Law

The place of jurisdiction shall be Zurich or the policyholder's domicile in Switzerland or Liechtenstein.

This contract shall be governed exclusively by Swiss law and in particular by the provisions of the Swiss Federal Law of Insurance Contracts (VVG) dated April 2, 1908.



**For guidance please  
contact your Zurich Broker:**

**J+C Budmiger GmbH  
Eta-Glob Help-System  
CH-3900 Brig / Switzerland**

**Tel. +41 27 946 60 24**

**[info@eta-glob.ch](mailto:info@eta-glob.ch)  
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