



General terms and conditions of insurance

Secure Course Cancellation

Course cancellation insurance



COVERAGE SUMMARY

Coverage	When it applies	Maximum benefit per event
Course cancellation (Indemnity insurance)	You cannot attend any or all portions of the <i>session</i>.	CHF 30,000.–

The above is only a brief description of the coverage available under your *insurance contract*. Terms, conditions, and exclusions apply to all coverages. The definitions of the terms in the «Definitions» section of the General Terms and Conditions will also apply to this Coverage summary.

GENERAL TERMS AND CONDITIONS (GTC)

Who the insurer is

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.

About this insurance contract Secure Course Cancellation

The policyholder MIDUCA AG based at Vulkanplatz 8, 8048 Zürich has taken out a collective insurance policy with *us*, which gives *you* the opportunity to join this collective insurance policy while *you* are obtaining services from them. By joining the collective insurance policy, *you* are entitled to certain benefits from *us*, which are explained in these General terms and conditions (GTC). Please read them carefully. We have tried to make them simple and easy to understand while also clearly describing the terms of *your* coverage. If *you* have any questions, *we* are available during our working hours. Visit *us* online or give *us* a call using the contact information listed in the footer.

Your insurance contract has been issued based on the information *you* provided at the time of enrolment. *We* will provide the insurance services described in this GTC in return for *your* compliance with all provisions of this GTC. *You* will also notice that some words are italicized. These words are defined in the «Definitions» section.

What this insurance contract includes

This session insurance contract covers only the sudden and unexpected specific situations, events, and losses included in this GTC.

Your insurance contract consists of two parts:

1. Insurance confirmation (may be identical to the order confirmation of the *policyholder*)
2. General terms and conditions (GTC), incl. Coverage summary

NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this GTC may be covered. Please refer to the «General exclusions» section of this document for exclusions applicable to all coverages under *your insurance contract*.

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DEFINITIONS

Throughout this GTC, words and any form of the word appearing in *italics* are defined in this section.

Accident	An unexpected and unintended external event that causes <i>injury</i> , property damage, or both.
Accommodation	A hotel or any other kind of lodging for which you make a reservation or where you stay and incur an expense.
Adoption proceeding	A mandatory legal proceeding or other meeting required by law to be attended by you as a prospective adoptive parent(s) in order to legally adopt a minor child.
Cohabitant	A person you currently live with and who is at least 18 years old.
Computer system	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
Covered reason	The specifically named situations or events for which you are covered under this <i>insurance contract</i> .
Cyber risk	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:
	1. Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;
	2. Any error or omission involving access to, or the processing, use, or operation of any computer system;
	3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or
	4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be you, a <i>session companion</i> , your family member, a <i>session companion's family member</i> , or the sick or injured person's family member or someone else who directly benefits from your claim.
Epidemic	A contagious disease recognized or referred to as an <i>epidemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
Family member	Your:
	1. Spouse (by marriage, registered partnership or domestic partnership);
	2. <i>Cohabitants</i> ;
	3. Parents and stepparents;
	4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;
	5. Siblings;
	6. Grandparents and grandchildren;
	7. The following relatives of your spouse: mother, father, son, daughter, brother, sister, and grandparent;
	8. Aunts, uncles, nieces, and nephews;
	9. Legal guardians and wards; and
	10. Au-pairs.
First responder	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
Illegal act	An act that violates law where it is committed.
Injury	Physical bodily harm.
Insurance contract	The insurance cover acquired upon joining the <i>policyholder's</i> collective insurance contract. The <i>insurance contract</i> includes the insurance confirmation (may be identical to the order confirmation of the <i>policyholder</i>) and the General terms and conditions (GTC) including the Coverage summary.
Mechanical breakdown	A sudden unforeseen mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).
Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts essential transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Pandemic	An <i>epidemic</i> that is recognized or referred to as a <i>pandemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
Policyholder	MIDUCA AG Vulkanplatz 8 8048 Zürich
Political risk	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government:
	- Nationalization;
	- Confiscation;

	<ul style="list-style-type: none"> - Expropriation (including Selective Discrimination and Forced Abandonment); - Deprivation; - Requisition; - Revolution; - Rebellion; - Insurrection; - Civil commotion assuming to proportion of or amounting to an uprising; and - Military and usurped power.
Pre-existing medical condition	<i>Injuries and illnesses that have already occurred prior to the insurance purchase, including associated consequences, complications, deteriorations or relapses, regardless of whether the person was aware of their existence or not. Chronic illnesses are not considered to be a <i>pre-existing medical condition</i> if no complications, deteriorations or relapses have occurred within 120 days prior to the insurance purchase.</i>
Primary residence	Your permanent, fixed home address for legal and tax purposes.
Refund	Cash, credit, or a voucher for future <i>sessions</i> that you are eligible to receive from the venue or event organizer, or any credit, recovery, or reimbursement you are eligible to receive from another insurance company, a credit card issuer, or any other entity.
Session	A scheduled set of activities over a specific time period, for which a fee is paid. This includes courses, further education, seminars and the like. These activities can be on consecutive or non-consecutive days. The maximum duration of a <i>session</i> for the purposes of these GTC is a total of 730 days.
Session companion	A person who has registered to attend the covered <i>session</i> with you.
Session cost	A fee, including any service, handling, and parking fees, paid to attend a <i>session</i> . The <i>session cost</i> does not include promotional items and donations.
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of your country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i> , or acts of war.
Traffic accident	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, storm, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.
We, Us, or Our	The insurer is AWPP&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.
Weather emergency	<ol style="list-style-type: none"> 1. The local government or the national weather service issues an advisory against travel as a result of rain, snow, wind, or extreme temperature; or 2. A state of emergency due to weather is declared by the national or local government.
You or Your	All persons participating in the <i>session</i> whose <i>session costs</i> were insured under this <i>insurance contract</i> at the time of purchase.

WHEN YOUR COVERAGE BEGINS AND ENDS

Your *insurance contract*'s coverage effective date and coverage end date are indicated in your *insurance confirmation* (may be identical to the order confirmation of the *policyholder*). The insurance is effective the day the order is received and you pay the full premium to the *policyholder*. The order must be received and the full premium must be paid on or before the start of your *session*.

Coverage is only provided for losses that occur while your *insurance contract* is in effect.

Your *insurance contract* will end on the earliest of:

1. The coverage end date listed in your *insurance confirmation*;
2. The day you cancel your *insurance contract*;
3. The day you cancel your *session*.

However, if your *session* is rescheduled by the venue, promoter, or organiser, we will extend your coverage period until the start time of the *session* on the date it has been rescheduled for.

After your *insurance contract* ends, your premium is non-refundable.

Please note that this *insurance contract* covers the specific *session* for which it was purchased. It cannot be renewed.

DESCRIPTION OF COVERAGES

In this section, we will describe the different types of insurance coverages, which are included in *your insurance contract*. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. **Please note that exclusions may apply.**

A. Course cancellation

If you do not attend any or all portions of the session for a *covered reason* listed below, we will reimburse *you* the prorated amount of the session cost (less available refunds), up to the maximum benefit for «Course cancellation» coverage listed in *your Coverage summary*.

Covered reasons:

1. *You or a session companion* becomes ill or *injured*, or develops a medical condition disabling enough to make *you* cancel *your session* (including being diagnosed with an *epidemic* or *pandemic* disease).

The following condition applies:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person not attend the session; and
- b. A doctor advises *you* or a *session companion* not to attend the session before it takes place.

2. A *family member* who is not attending the session becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease).

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, or require hospitalization.

3. *You, a session companion* or a *family member* dies on or after *your insurance contract's* coverage effective date and before *your trip*.

4. *You* are unable to attend the session due to *your* pregnancy.

The following condition applies:

- a. *You* find out *you* are pregnant after purchasing this *insurance contract*.

5. *Your or a session companion's* vehicle is in a *traffic accident* or has a *mechanical breakdown* within 24 hours prior to the session which results in the vehicle being unable to be driven safely to the session.

6. *Your or a session companion's* vehicle is stolen within 48 hours of the session which results in your inability to attend the session.

7. *You* are legally required to attend a legal proceeding.

The following conditions apply:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- b. Appearance is not required due to self-inflicted fault or causation.

8. *Your or a session companion's* primary residence becomes *uninhabitable*.

9. *You or a session companion* is terminated or laid off by a current employer after *your insurance contract's* purchase date.

The following conditions apply:

- a. The termination or layoff is not *your* or *your session companion's* fault;
- b. The employment must have been permanent; and
- c. The employment must have been for at least three continuous months.

10. *Your or a session companion's* primary residence is permanently relocated by at least 150 kilometres due to a transfer by *your or a session companion's* current employer. This covered reason includes relocation due to transfer by *your spouse's* current employer.

11. *You or a session companion* serving as a *first responder* is called in for duty due to an *accident* or *emergency* (including a *natural disaster*) to provide aid or relief.

12. *You, a session companion* or a *family member* serving in the armed forces or the civil defence are mobilised, except because of war.

13. A *weather emergency* occurs within 24 hours of the session, and the session is not cancelled by the venue.

GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverages under *your insurance contract*, in addition to the specific exclusions outlined for each coverage, and including any exclusions outlined in the «Definitions» section. An exclusion is something that is not covered by this *insurance contract*, and therefore no payment or service would be available.

This *insurance contract* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *session companion*, or a *family member*:

1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *you* joined the *insurance contract*;
2. *Pre-Existing medical conditions*;
3. *Your* intentional self-harm or if *you* attempt or commit suicide;
4. Normal, complication-free pregnancy or childbirth, except when normal, complication-free pregnancy or childbirth is expressly referenced in and covered under «Course cancellation» coverage;
5. Fertility treatments or elective abortion;
6. *Phobias*;
7. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
8. Acts committed with the intent to cause loss;
9. An *illegal act* resulting in a conviction, except when *you*, a *session companion*, or a *family member* is the victim of such act;
10. An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under «Course cancellation» coverage;
11. *Natural disaster*;
12. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
13. Nuclear reaction, radiation, or radioactive contamination;
14. War (declared or undeclared) or acts of war;
15. Civil disorder or unrest;
16. *Terrorist events*;
17. *Political risk*;
18. *Cyber risk*;
19. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
20. An act of gross negligence by *you* or a *session companion*; or
21. The *session* being cancelled or delayed by the venue or promoter for any reason.

This *insurance contract* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

CLAIMS INFORMATION

Duties in the event of a claim

- i. You are obliged to do everything to mitigate the loss and help resolve the claim.
- ii. You are obliged to observe *your* contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given at the end of this GTC).
- iii. If the loss occurred due to illness or an *accident*, *you* must ensure that the attending *doctors* are released from their duty of confidentiality vis-à-vis *us*.
- iv. If *you* are also able to claim benefits paid out by *us* from third parties, *you* must uphold these claims and cede them to *us*.

If you are in breach of *your* obligations, we can withhold or reduce the benefits.

Notification of claim and documents to be submitted

In the event of a claim, the following documents must be submitted to *us* in writing:

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- proof of insurance or order confirmation;
- cancellation fee invoice or proof of the costs for the unused part of the insured benefit;
- booking confirmation;
- documents or official certificates proving the occurrence of the claim (e.g. detailed medical certificate with diagnosis, employer's certificate, police report etc.).

GENERAL PROVISIONS

Geographical scope

Sessions are covered within Switzerland.

Multiple insurance and claims against third parties

1. In the event of (voluntary or mandatory) multiple insurance, we provide *your* benefits in a subsidiary capacity, subject to there being an identical clause in the other *insurance contract*. In such a case the legal provisions of double insurance apply.
2. If *you* are entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of *our* benefits that exceeds the cover provided under the other *insurance contract*. Overall costs are reimbursed once only.
3. If we provide benefits in spite of a subsidiary situation, these benefits count as an advance and *you* will cede *your* claims against the third party (voluntary or mandatory insurance) to *us* to the extent of those benefits.
4. If *you* or an entitled person have been compensated by a liable third party or the third party's insurer, any compensation due under this *insurance contract* is rendered void. If a claim is made against *us* instead of the liable party, *you* or the entitled person must concede *your/his* liability claims up to the extent of the compensation received from *us*.

Limitation period

Claims under the *insurance contract* expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

Place of jurisdiction and applicable law

1. Lawsuits against *us* may be brought before the court at the company's registered office or at the Swiss place of residence of *you* or the entitled person.
2. The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.

Hierarchy of regulations

1. The descriptions for the individual insurance coverages take precedence over the General provisions.
2. In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.

Contact address

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