

## **General Terms for Cancellation Coverage incl. Fog-Free Guarantee**

### **Art. 1 Persons covered**

The persons regarded as covered shall be, in so far as they participate jointly in the journey designated in the contract:

- a) the Contracting Party
- b) further accompanying persons named in the contract or family members (parents, children, parents-in-law and grandparents, if living in the same household).

### **Art. 2 Obligations cancellation cost protection**

LST shall refund the cancellation costs (max. CHF 5000.-, without booking and processing charges) to the person covered, if the reservation has to be cancelled for one of the following reasons, which had not yet occurred at the time of the beginning of the contract and was unforeseeable:

- a) suddenly occurring serious illness, serious accident or death
    - of one of the persons covered
    - of the spouse, one of the children, parents, parents-in-law or brothers or siblings of one of the persons covered.
- An illness or an accident shall be regarded as serious, if
- a person covered who becomes ill or suffers an accident cannot, in a doctor's opinion, start or continue the journey;
  - non-accompanying persons who become ill or suffer an accident shall require care by a person covered;

b) serious property damage as a result of a fire or acts of God, which affects the property of one of the persons covered in the above sense and urgently requires the presence of that person. The contract shall apply only if it has been concluded at the latest on the occasion of the definitive booking of the journey.

In order to claim benefits, the eligible person must immediately report the incident in writing to LST.

### **Art. 3 Obligations fog-free guarantee**

LST will reimburse related costs (max. CHF 2'000) if, due to prolonged, thick fog cover – determined as of 11:00 a.m. local time utilizing the pictures from the Lenkerhof gourmet spa resort webcam – the insured is therefore unable to complete the planned activities and itinerary.

In order to claim benefits, the eligible person must immediately report the incident in writing to LST.

### **Art. 4 Premature termination of the journey**

If the journey has already begun, but has to be terminated prematurely for one of the reasons mentioned in Art. 2, LST shall refund pro rata, those services which shall not have been obtained, in so far as the same shall not have been reimbursed elsewhere.

### **Art. 5 Restrictions of the coverage**

Excluded from contractual coverage shall be any costs as a consequence of illnesses and accidents, which already existed at the time of the beginning of the coverage, in addition as a result of illnesses, signs of which shall already have been recognisable by then.

### **Art. 6 Contractual sum**

The compensation shall be limited in the overall amount by the contractual sum designated in the contract (booked services); the same must be equivalent at least to the full arrangement price for all persons covered. If several persons are covered, the compensation per person may not exceed his or her ratio of the contractual sum.

### **Art. 7 Premium**

5% of the arrangement price (hotel accommodation costs, rental amount for vacation housing and other payments), nonetheless at least CHF 5 per booking.

### **Art. 8 Beginning and end of the contract**

The cancellation coverage shall begin with the payment of the "Cancellation coverage" amount for the booked services and end on the final date of the journey designated in then contract.

### **Art. 9 Obligations in a damaging case**

After the occurrence of one of the events in accordance with Art. 2, the contracting party or beneficiary shall be obliged – on pain of loss of the claim to compensation in the case of failure to do so – to inform LST immediately and send it a notification in writing within 3 days. LST may request a doctor's certificate or other proofs. At the request of LST, the beneficiary shall have to dispense the physician from his obligation of secrecy.

### **Art. 10 Excusable breach of contract**

In the case of a breach of the obligations incumbent on the contracting party or beneficiary, the disadvantages envisaged in these terms shall not enter into effect if the infringement shall be regarded as having arisen through no fault of the same.

### **Art. 11 Limitation of actions**

Claims arising out of this contract shall become statute-barred one year after they occur.

### **Art. 12 Legal venue**

The parties agree as exclusive legal venue: Lenk , Canton of Berne/Switzerland.

### **Art. 13 Applicable law**

As for the rest, Swiss Law shall be applicable.