



**Insurance provisions  
for Indemnity Insurance**

2012 edition

# Insurance provisions for Indemnity Insurance

Sympany

2012 edition

## Table of contents

<b>General Information, home</b>		
		Page 3
<b>General Insurance Provisions, home</b>		
<b>Household Contents</b>	<b>(HC)</b>	Page 5
<b>Personal Liability</b>	<b>(PL)</b>	Page 7
<b>Buildings Insurance</b>	<b>(BI)</b>	Page 9
<b>Home Assistance</b>	<b>(HA)</b>	Page 12
<b>General</b>	<b>(G)</b>	Page 12
<b>Claims</b>	<b>(C)</b>	Page 15
<b>General Information, car</b>		
		Page 17
<b>General Insurance Provisions, car</b>		
<b>Motor Third-Party Liability</b>	<b>(ML)</b>	Page 19
<b>Motor Own Damage</b>		
Partial Cover	<b>(PC)</b>	Page 19
Fully Comprehensive Cover	<b>(FC)</b>	Page 19
Insured objects	<b>(IV)</b>	Page 19
<b>Accident Insurance</b>	<b>(AI)</b>	Page 20
<b>Gross Negligence</b>	<b>(GN)</b>	Page 21
<b>Parked-Vehicle Damage</b>	<b>(PD)</b>	Page 21
<b>Vehicle Assistance</b>	<b>(VA)</b>	Page 22
<b>Extended International Cover</b>	<b>(IC)</b>	Page 22
<b>General Provisions</b>	<b>(P)</b>	Page 23
<b>General Insurance Provisions, moto</b>		
<b>General</b>	<b>(G)</b>	Page 27

**24-hour claims helpline (car, moto, home):  
00 800 55 455 500\***

\*Number valid from most European countries incl. Switzerland

For all other countries:

Replace dialling code 00 with 011 for calls from USA/CAN or with 0011 from Australia

For the rest of the world: 0041 58 262 45 00 (charges apply)

## Table of contents

## General Information, home

## General Insurance Provisions, home

<b>Household Contents</b>	<b>(HC)</b>
Insured objects	(HC1–HC15)
Fire and natural perils	(HC16–HC26)
Earthquake	(HC27–HC34)
Theft	(HC35–HC44)
Water damage	(HC45–HC49)
Furniture glazing	(HC50–HC51)
Personal expenses	(HC52–HC57)
Cost of changing locks	(HC58–HC59)
Personal luggage	(HC60–HC63)
<b>Personal Liability</b>	<b>(PL)</b>
Basic cover	(PL1–PL6)
Use of third-party motor vehicles	(PL7–PL12)
Hired or borrowed horses	(PL13–PL16)
Hunters' liability	(PL17–PL18)
<b>Buildings Insurance</b>	<b>(BI)</b>
Insured objects	(BI1–BI5)
Fire and natural perils	(BI6–BI10)
Earthquake	(BI11–BI19)
Theft	(BI20–BI22)
Water damage	(BI23–BI27)
Building glazing	(BI28–BI30)
Personal expenses	(BI31–BI40)
Buildings liability	(BI41–BI56)
<b>Home Assistance</b>	<b>(HA)</b>
<b>General</b>	<b>(G)</b>
<b>Claims</b>	<b>(C)</b>

## General Information, home

## General

The document gives you an **overview** of the most important information on your **Sympany Household Contents Insurance**.

Your rights and obligations are explained in the **General Insurance Provisions** set out in the following. The provisions of the Swiss Insurance Contracts Act (VVG) apply in addition.

Insured objects, covers, options, sums insured and deductibles are shown in your **policy document**.

**Contractual partner**

Your insurer and contractual partner is **Sympany Versicherungen AG**, Peter Merian-Weg 4, 4052 Basel, Switzerland, telephone +41 58 262 30 00.

The insurer and contractual partner for Home Assistance is **Mondial Assistance International AG**, Hertistrasse 2, 8304 Wallisellen, Switzerland. Sympany Versicherungen AG is a broker and your contact person for concluding an insurance policy.

**Commencement and term**

Your insurance cover begins and ends on the dates agreed in the policy. Notice must be given in writing at least three months before the policy expires, otherwise the insurance will be extended automatically for another year.

**Deductible**

The deductibles you choose will be subtracted from the indemnity due per event and per cover.

**Premium**

We will invoice you for the premium at the start of every period of insurance. The premium, including all taxes and levies, must be paid by the date on the invoice. With our agreement, you may elect to settle the invoice on a **half-yearly, quarterly or monthly** basis.

**Lapse of the insurance contract**

The contract of insurance will lapse

- if you move abroad
- if you do not pay the premium on time
- if you or we cancel the contract following a claim or upon expiry of the policy

**Reimbursement of premiums**

If the policy is cancelled for legal or contractual reasons during a policy year, we will reimburse you for any unused premium on a pro rata basis. The above does not include cancellations in the event of a total loss, or cancellations after a claim during the first policy year.

## Household Contents (HC)

Your personal **household contents** such as furniture, clothing, electronic devices, etc. including rented objects, are covered against **loss or damage** caused by an insured event. The agreed sum insured is the maximum indemnity payable by us.

**Gardens** and **temporary structures** as well as static **caravans** and **mobile homes** can also be included in the policy by **special agreement**.

**Sum insured**

It is essential that you calculate the **new replacement value of all your household contents** accurately at policy inception so that we are not obliged to refuse a claim on the grounds of **underinsurance** in the event of a loss.

The figure given by us is based on the number of rooms and persons in the property and on the standard of furnishing, and is intended only as a **guide** to be verified by you. It is essential that this sum insured is **adjusted** to reflect any **major purchases** you make during the term of insurance.

In the case of property with an average to high standard of interior fixtures and fittings, we agree to waive our right to refuse a claim on the grounds of underinsurance (waiver of average), as long as the specified sum insured is not reduced.

Any **additional expenses** incurred through the loss, e.g. clearing up / disposing of damaged effects are additionally insured up to the agreed sum.

**Art, jewellery and monetary assets**

**Art, jewellery** and **monetary assets** such as cash, coins and securities are also insured. Benefits are subject to the agreed limits. You must enter any objects and collections **valued at more than CHF 20 000** in an inventory list that is to be submitted at inception of the policy.

**Burglary (breaking and entering)**

Burglary is when someone **gains entry** to your residence with the use of force or violence, or with the aid of a stolen key.

**Simple theft**

Simple theft, i.e. theft that is neither burglary nor robbery (e.g. pickpocketing and confidence trickery without the use of force), is covered by the insurance. For example, **theft of a bicycle** or **theft of property from a cloakroom** are insured.

**Simple theft away from home** (outside the insured premises)

The agreed limits represent the maximum indemnity payable by us per event.

**Personal luggage**

The insurance covers loss or theft of, or damage to your personal luggage that occurs during **transportation** by a third party or as a result of a **car accident**.

**Option: cost of changing locks**

If your **keys** or **key cards** are stolen or lost, we will pay to have your locks replaced by a locksmith, up to the maximum amount agreed.

**Option: earthquake**

You may insure your household contents and building against loss or damage caused by an earthquake.

## Personal Liability (PL)

The insurance covers your liability for any damage you and other persons living in your household, such as your children, cause as private individuals **to another person**. This includes damage caused by you as the tenant of a property or as the owner of domestic pets.

### Option: use of third-party motor vehicles

If you **occasionally** – i.e. not more than 6 times in 3 months – use somebody else’s vehicle or **borrow** a car while on holiday, any damage you cause to this vehicle is insured under the policy. Hired cars are not insured.

## Buildings Insurance (BI)

The insurance covers the **one-, two- and three-family dwellings** and **apartments** stated in the policy that are inhabited by you for mainly private use. **Holiday homes** and apartments, **gardens** and **temporary structures**, as well as static **caravans** and **mobile homes** can also be insured.

### Insured events

The **buildings** listed in the policy are insured against **fire and natural peril events** (windstorm, hail, flooding, etc.), **burglary** and **theft**, and **water damage** and **glass breakage**.

Your liability as the owner of the building and land is also insured.

In cantons where fire insurance must be provided by a **cantonal institution**, you may take out **additional insurance cover**.

## Home Assistance (HA)

In the event of a loss (burst pipe, glass breakage, etc.), we will organise for you the **necessary emergency measures** and assume the cost of intervention by the emergency services up to CHF 500.

**Requirement:** You must inform our customer centre immediately of the event (the customer centre is staffed **round the clock** and will arrange for assistance without delay).

## What to do in an accident

Most importantly, **keep calm!**

Report the burglary or theft to the **police** without delay. Have any damage to your **personal luggage** confirmed by the carrying agent.

It is your duty to undertake any reasonable and practicable action which may **minimise or mitigate** the extent of the damage during or after the loss event, e.g. in the case of fire, flooding or windstorms.

**In an emergency, you must contact Sympany straight away using the following telephone number:**

00800 55 455 500

## General Insurance Provisions, home

### Household Contents (HC)

#### Insured objects

##### Insured effects

**HC1** All moveable objects intended for private use, including

- entrusted, leased and rented objects
- temporary structures, e.g. allotment houses
- personal effects of guests
- pets
- vocational tools and clothing purchased privately by employed persons
- bicycles

##### Jewellery and monetary assets

**HC2** Jewellery and monetary assets kept at the insured premises are insured as household contents up to the agreed sum insured, provided that they are not already covered by a separate valuables insurance policy, or are subject to a separate cover limit or other restriction (see HC42).

**HC3** Jewellery includes items fashioned from precious metals, precious stones or pearls, and wrist- and pocket watches.

**HC4** Monetary assets include

- cash
- securities, savings books and travellers’ cheques
- coins and medals
- precious metals (in the form of stocks, ingots or merchandise)
- unmounted precious stones and pearls
- non-personalised travel tickets, subscriptions and vouchers

##### Gardens and temporary structures

**HC5** Garden areas outside the insured building but on the same plot of land (planted areas) and structures that do not require ordinary planning permission, such as summer houses, supporting walls, sculptures, staircases, paths, driveways, letterboxes, flagpoles, fences and the like which are not regarded as household contents.

The insurance applies only to loss and/or damage caused by fire, natural perils, water and theft.

##### Caravans and mobile homes

**HC6** Unlicensed caravans and mobile homes at the fixed location stated in the policy.

**HC7** In cantons where cantonal fire insurance regulations apply, a distinction will be made between household goods and buildings (moveable and immovable property) in accordance with the regulations of the respective canton.

The insurance applies only to loss and/or damage caused by fire, natural perils, water and theft.

##### Defining the sum insured

**HC8** The sum insured is based on the number of rooms, the number of insured persons and the standard of furnishing of the building.

**HC9** Should you doubt the accuracy of this valuation, we recommend you fill out an inventory sheet.

**HC10** The sum insured must correspond to the new replacement value of all insured objects at the time the contract was concluded (full value).

**HC11** A special sublimit per event will be defined (partial value) for jewellery, monetary assets, personal luggage, garden areas and temporary structures, as well as for caravans and mobile homes.

**HC12** Works of art, jewellery and collections with a value of more than CHF 20 000 must be declared individually.

**HC13** You are required (obligation) to inform us immediately of any change in the new replacement value during the term of insurance (e.g. due to new purchases you have made).

##### Not insured

**HC14** Individual objects and domestic animals for which a special insurance exists, and objects for which insurance is or has to be provided by a cantonal institution.

**HC15** Objects not deemed to be household contents, such as

- motor vehicles incl. trailers, motorcycles, mopeds and e-bikes providing assistance over 25 km/h
- licensed caravans, motorised motorhomes and other such vehicles
- watercraft for which liability insurance is compulsory
- aircraft subject to registration in the Swiss Aircraft Register

##### Fire and natural perils

###### Insurance cover

###### Fire

**HC16** Fire, smoke, lightning strike, explosion and implosion.

**HC17** Aircraft or spacecraft (or parts thereof) crashing or being forced to make an emergency landing, meteorites and other heavenly bodies.

###### Scorching and electricity damage

**HC18** Scorching and damage caused by a utility fire.

**HC19** Spoiling of frozen goods due to failure of a cooling unit or a municipal power cut.

**HC20** Damage to live electrical machines, equipment and cabling caused by the effect of the electrical energy itself, excess voltage or overheating resulting from overloading (electrical damage).

**HC21** A special sublimit per event will be defined (partial value) for scorching and electricity damage.

##### Not insured

**HC22** Damage due to the gradual effects of smoke.

**HC23** Damage to electrical safety devices such as fuses while fulfilling their normal purpose.

##### Natural peril events

**HC24** Natural peril events are:

- high water, flooding, windstorm (= wind speed of 75 km/h and over), hail
- avalanche, weight of snow
- rockslide, falling rocks, landslide

**HC25** Theft, water and glass breakage as a consequence of damage due to fire and natural perils are also covered.

## Not insured

**HC26** The insurance does not cover losses and/or damage caused by

- subsidence, poor building land, faulty building design, inadequate building maintenance
- failure to take protective measures
- earth-moving operations
- snow sliding from a roof
- groundwater
- rising and flooding water known to occur periodically
- backflow from sewerage systems regardless of cause

## Earthquake

### Insurance cover

**HC27** The term earthquake is understood to mean shocks triggered by natural tectonic processes in the earth's crust. Shocks caused by the collapse of man-made underground caverns or hollows are not regarded as earthquakes.

**HC28** In the event of a dispute, the Swiss Seismological Service will decide whether the event in question is tectonic in nature.

**HC29** In the case of loss or damage caused directly by an earthquake or caused by fire and/or water as a direct or indirect consequence of the earthquake, the insurers will be liable as mentioned in HC30–HC32.

**HC30** During a period of 168 consecutive hours after the first signs of the earthquake for the amount which exceeds the deductible stated in the policy.

**HC31** Any loss or damage occurring after this time will be regarded as a new event and indemnified with the deductible agreed in the policy.

**HC32** The deductible will be subtracted once per loss event.

### Single guarantee per insurance year

**HC33** The total indemnity payable by us for all loss events in any one insurance year is limited to the sum insured set out in the policy.

## Not insured

**HC34** The insurance does not grant cover for

- earthquakes that are attributable to human actions, e.g. geothermal energy projects

## Theft

### Insurance cover

#### Burglary (breaking and entering)

**HC35** Burglary damage caused by persons forcefully

- entering a building or a room within a building
- breaking open a closed container within the building

**HC36** Unlocking buildings, rooms or containers by means of the proper keys or codes is regarded as burglary if the perpetrator has gained possession of the keys or codes by burglary or robbery.

#### Wilful damage/vandalism

**HC37** Wilful damage or vandalism committed in the course of theft or attempted theft.

## Robbery

**HC38** Theft

- involving the threat and use of force against persons
- committed when resistance is impossible due to death, unconsciousness or injury

### Simple theft on the insured premises

**HC39** This includes

- theft that is neither burglary nor robbery
- theft due to breaking in to cars
- infiltration
- pickpocketing and confidence trickery at the premises designated in the policy.

### Jewellery and monetary assets

**HC40** In the case of jewellery and monetary assets (see HC2–HC4), the insurance benefits payable will not exceed the limit agreed for each loss event, without consideration of underinsurance.

### Simple theft outside the insured premises

**HC41** This includes all the scenarios listed under HC39 above away from the insured locations.

**HC42** For all insured objects, the insurance benefits payable will not exceed the limit agreed for each loss event, without consideration of underinsurance.

**HC43** Bicycles are insured only if they were properly secured with a lock.

## Not insured

**HC44** The insurance does not cover

- lost or misplaced articles
- monetary assets in the case of simple theft
- loss of cash or goods paid for with banking, postal, credit or customer cards or the like, regardless of the cause of the loss
- pure vandalism, i.e. damage to household contents not related to theft or attempted theft
- damage to buildings
- damage arising from a fire or a natural peril event

## Water damage

### Insurance cover

**HC45** Water and liquids that have escaped from

- pipes insofar as these pipes serve only the insured buildings in which the insured property is kept and any adjoining facilities and apparatus
- garden fountains, aquariums, waterbeds
- heating and heat generation systems, heating oil tanks and refrigeration units

**HC46** Infiltration into the building of rain, snow and meltwater

- from gutters and external drainpipes
- through the roof itself
- through closed windows, doors or skylights

**HC47** Water backing up inside the building from sewer or storm drains.

**HC48** Cost of thawing out / repairing frozen or frost-damaged pipes installed by the insured person as a tenant within the building, including connected equipment.

## Not insured

**HC49** The insurance does not cover

- damage caused by rain, snow and meltwater entering through openings in the roofs of buildings under construction or undergoing reconstruction or other similar work
- damage caused by liquids escaping while being filled into containers or during the overhaul or repairing of heating and tank systems, including all types of heating and cooling systems
- backflow damage for which the owner of the drainage system is liable
- the cost of repairing or correcting the condition that led to the loss or damage (apart from frost damage), as well as maintenance and loss prevention costs, e.g. the cost of replacing defective water pipes
- damage arising from a fire or a natural peril event

## Furniture glazing

### Insurance cover

**HC50** Breakage of furniture glass, i.e.

- glazing on fittings and fixtures in the home
- table surfaces made from stone
- materials similar to glass, such as plexiglas and similar plastics used in place of glass
- glass breakage that occurs during civil commotion

## Not insured

**HC51** The insurance does not cover the breakage of

- optical lenses or lenses in spectacles
- glassware or container glass, e.g. vases
- lighting elements, light bulbs, fluorescent and neon tubes
- tiling, wall and floor tiles
- damage to the surface of bathtubs or shower stalls, e.g. damage to enamel surfaces
- damage to the glazed parts of garden areas and temporary structures, caravans and motorhomes
- damage arising from a fire or a natural peril event

## Personal expenses

### Insurance cover

**HC52** The following additional costs arising from loss of / damage to property insured under the household contents policy are covered.

**HC53** Compensation of any expenses made may not exceed the per event limits agreed in the policy.

### Clean-up and disposal costs

**HC54** Costs expended on clearing the site where the damage occurred of the remains of insured property, on transporting them to the nearest appropriate waste disposal site, and on depositing them, disposing of them and destroying them.

### Additional cost of living expenses

**HC55** Costs arising from not being able to use the damaged rooms and from any loss of income from property that would otherwise be let. Saved costs will be deducted from the indemnity.

### Emergency measures

**HC56** Costs for provisional glazing, doors, locks and boarding, etc. which serve to mitigate the extent of the loss or damage or prevent additional damage from occurring.

## Not insured

**HC57** The insurance does not cover

- the cost of disposing of air, water and soil (including flora and fauna), even if they are mixed with or covered by insured property
- the cost of restoring/replacing video, audio or data recordings, and any kind of IT software on storage media
- costs for the services of public fire brigades, police or other persons with an obligation to render assistance

## Cost of changing locks

### Insurance cover

**HC58** In the case of theft, robbery or loss of keys, we will indemnify you for

- the cost of emergency measures (replacement lock, provisional doors, boarding)
- the cost of changing or replacing keys, key cards and the like, or the locks at the insured premises stated in the insurance contract as well as hired bank safes

**HC59** The insurance benefits payable will not exceed the limit agreed for each loss event, without consideration of underinsurance.

## Personal luggage

### Insurance cover

**HC60** Disappearance, loss or damage to personal luggage while in the safekeeping of a forwarding agent or travel company.

**HC61** Damage caused to luggage during a car accident or during theft of the luggage from a locked vehicle.

**HC62** For all insured objects, the insurance benefits payable will not exceed the limit agreed for each loss event, without consideration of underinsurance.

## Not insured

**HC63** The insurance does not cover

- lost or misplaced personal luggage
- monetary assets in the case of simple theft
- loss of cash or goods paid for with banking, postal, credit or customer cards or the like, regardless of the cause of the loss
- damage arising from a fire or a natural peril event

## Personal Liability (PL)

### Basic cover

#### Insurance cover

**PL1** The insurance policy covers your statutory liability (and that of the other insured persons) as a private person for loss or damage arising from the hazards of everyday life (including part-time and voluntary work up to a maximum of CHF 20 000 in revenues per year), in particular as

- the tenant and leaseholder of self-occupied, immovable property (tenant damage)
- the owner, tenant or leaseholder of unoccupied plots of land, e.g. gardens or agricultural land up to 1 000 m<sup>2</sup>
- the head of a family
- the employer of private staff
- an athlete
- the owner of domestic pets
- the owner of model aircraft of up to 30 kg in weight (certificate of insurance must be provided)

- the user of a third-party motor vehicle: in respect of the loss of a no-claims bonus from motor third-party liability insurance up to the premium level that applied prior to the insured event occurring; in respect of damage which exceeds the limit of indemnity of the owner's motor insurance policy, as well as for claims not covered by the user's compulsory motor insurance. The insurance does not cover the driver's motor insurance deductible
- the user of a bicycle or motorcycle, unless the damage in question is or should be covered by the owner's statutory liability insurance
- members of the Swiss army, the Swiss civil defence service and the fire brigade
- the official owner of third-party moveable property (damage to property in the insured's care, custody or control)

**PL2** Insurance cover extends to third-party liability claims eligible for compensation arising from

- personal injuries, i.e. death, bodily injury or other impairments to health
- property damage, i.e. destruction, damage or loss of objects
- death, bodily injury or other impairment to the health of animals in accordance with the statutory provisions

**PL3** Insurance cover extends to

- compensation for justified third-party claims
- defence against unfounded third-party claims

**PL4** The agreed sum insured also includes costs for expert opinions, lawyer's fees, court costs, interest payments and similar costs immediately associated with the loss event.

#### Liability on request (of the person liable)

**PL5** Even in the absence of liability asserted by a court of law, we are prepared to cover, on your request, up to a maximum amount of CHF 100 000 per event for

- loss and damage caused by children and household members who are incapable of rational judgment
- loss and damage suffered by other minors while living temporarily in your household
- property damage resulting from sport (e.g. damage to another player's spectacles during a football game)
- damage to the personal effects of visitors
- loss and damage inflicted on a temporary supervisor by the children or domestic pets being supervised

This list is exhaustive.

#### Not insured

**PL6** The insurance does not cover

- liability arising from the hazards of a vocation, profession or office, or of an unusual and dangerous occupation (the risks that come under the Accident Insurance Act [UVG], e.g. diving to depths in excess of 40 m)
- Warranty claims and damage caused while processing or being in charge of goods in connection with an insured secondary occupation
- liability as the owner of buildings and holiday homes or parts thereof, including the associated land, facilities and installations
- liability for losses that are the result neither of an insured bodily injury nor of property damage suffered by the claimant

- liability arising from risks which, by law, are subject to compulsory third-party liability insurance and for liability as the owner or user of any kind of aircraft (with the exception of model aircraft of up to 30 kg in weight), e.g. the policyholder runs into a pedestrian with his motor vehicle
- losses of insured persons and other persons sharing a common household with the insured person liable in the individual case. The same applies to third-party losses that are derived from the loss or injury suffered by these persons (e.g. injury to the one whose earnings are the primary source of support for one's dependents). The exception here are losses of third-party minors living temporarily in the same household as these persons
- liability for losses that have occurred gradually over time, e.g. the staining of walls due to smoke
- liability for losses which the insured person should reasonably have expected to occur in the normal course of events
- liability in connection with losses caused by a deliberate crime or act
- liability in connection with the transfer of contagious diseases
- liability for journeys that are prohibited by law or by the owner with motor vehicles or watercraft, e.g. driving a vehicle without a valid licence
- liability for journeys with motor vehicles or watercraft that take part in racing and training events at race tracks

#### Use of third-party motor vehicles

**PL7** Damage to third-party motor vehicles of up to 3 500 kg total weight, trailers and watercraft arising out of the occasional use of such craft.

**PL8** Occasional use means not more than 6 times in the last 3 months.

#### Holiday usage

**PL9** The insurance covers the entire duration of the holidays regardless of the number of times the vehicle is used, e.g. where an insured person uses a colleague's car for a fortnight's vacation in France.

#### Motor own damage

**PL10** If damage to a third-party vehicle is covered under an existing motor own damage policy, we will pay for the deductible as well as the loss of the no-claims bonus from the motor third-party liability insurance, up to the premium level that applied prior to the insured event occurring.

**PL11** If a deductible was agreed in the personal liability policy, this must be borne by the insured person in any event.

#### Not insured

- PL12** The insurance does not cover damage to third-party motor vehicles (incl. trailers) and watercraft
- which are either hired or leased from one of the insured persons
  - which are registered in the name of a garage owner or the employer of one of the insured persons
  - in respect of risks excluded from cover in the personal liability policy (PL6)
  - on journeys undertaken by an insured person in return for payment
  - that are caused during driving instruction or during the official driving test

- claims for recourse on the part of third parties and the acceptance of reduced benefits or of recourse on account of gross negligence

#### Hired or borrowed horses

**PL13** Statutory liability for damage to hired or borrowed horses (including the saddles and reins) arising from a loss event.

**PL14** The contractual benefits comprise

- claims for the animal's death, loss in value and loss of usage
- the cost of veterinary treatment

**PL15** Notification of the death of a horse or of the instruction by a veterinary surgeon to have the animal put to sleep or subjected to emergency slaughter must be submitted to us in good time so that we can arrange for an autopsy to be carried out or an export report compiled.

#### Not insured

**PL16** The insurance does not cover

- livery horses for which a retired insured person is responsible
- risks excluded from cover in the personal liability policy (PL6)

#### Hunters' liability

**PL17** The insurance covers the statutory liability of the persons designated in the insurance contract for loss and/or damage

- from hunting
- from game wardening and game protection
- from facilities that are used for game wardening and game protection
- from participation in hunting events
- as the owner of hunting weapons and as a marksman, even outside the hunting season

#### Not insured

**PL18** The insurance does not cover

- loss and damage resulting from the contravention of applicable hunting laws e.g. hunting without a valid licence
- damage to woodland and crops e.g. trampling down a protected path
- all hunting liability losses in France
- risks excluded from cover in the personal liability policy (PL6)

### Buildings Insurance (BI)

#### Insured objects

##### Insured buildings

**BI1** The insurance covers you as the owner of the buildings or condominium units stated in the policy that are inhabited by you for mainly private use, and any installations such as aerials and solar panels, etc. affixed to this property.

**BI2** Outbuildings on the insured land, such as garages, sheds, pipes and cables, and sewerage systems, etc. which are shown on the cadastral plan and which belong to you.

##### Defining the sum insured

**BI3** The sum insured is defined on the basis of an estimate

conducted by the cantonal buildings insurance institution or the Swiss Office of Building Appraisals (Fachstelle für Gebäudeschätzung).

**BI4** You are obliged to inform us immediately of any change in this value during the term of insurance. If circumstances change, we are entitled to request that the building be reappraised.

#### Not insured

**BI5** The insurance does not cover objects not included under BI1–BI4, such as

- household contents
- licensed caravans, motorised motorhomes and other such vehicles
- garden areas and temporary structures (covered separately in Household Contents)
- building materials that are not fixed to the structure itself
- business and commercial facilities
- property and risks that are or should be insured elsewhere (e.g. with a cantonal buildings insurance institution)

#### Fire and natural perils

##### Insurance cover

##### Fire

**BI6** This includes

- fire, smoke, lightning strike, explosion and implosion
- aircraft or spacecraft (or parts thereof) crashing or being forced to make an emergency landing, meteorites and other heavenly bodies
- scorching and damage caused by a utility fire

##### Not insured

**BI7** The insurance does not cover damage due to the gradual effects of smoke.

##### Natural peril events

**BI8** This includes

- high water, flooding, windstorm (= wind speed of 75 km/h and over), hail
- avalanche, weight of snow
- rockslide, falling rocks, landslide

**BI9** Theft, water and glass breakage as a consequence of damage due to fire and natural perils are also covered.

##### Not insured

**BI10** The insurance does not cover losses and/or damage caused by

- subsidence, poor building land, faulty building design, inadequate building maintenance
- failure to take protective measures
- earth-moving operations
- snow sliding from a roof
- ground water
- rising and flooding water known to occur periodically
- backflow from sewerage systems regardless of cause
- operational damage caused by working, which experience has shown needs to be taken into account
- tremor damage caused by the collapse of man-made underground caverns or hollows
- snow load damage, affecting only roof tiles or other roofing materials, chimneys, guttering or drainpipes

## Earthquake

### Insurance cover

**BI11** The term earthquake is understood to mean shocks triggered by natural tectonic processes in the earth's crust. Shocks caused by the collapse of man-made underground caverns or hollows are not regarded as earthquakes.

**BI12** In the event of a dispute, the Swiss Seismological Service will decide whether the event in question is tectonic in nature.

**BI13** In the case of loss or damage caused directly by an earthquake or caused by fire and/or water as a direct or indirect consequence of the earthquake, the insurers are liable as mentioned in BI14–BI16.

**BI14** During a period of 168 consecutive hours after the first signs of the earthquake, the amount which exceeds the deductible stated in the policy.

**BI15** Any loss or damage occurring after this time will be regarded as a new event and indemnified with the deductible agreed in the policy.

**BI16** The deductible will be deducted once per loss event.

### Single guarantee per insurance year

**BI17** The total compensation payable by the insurance company for all loss events in any one insurance year is limited to the sum insured stipulated in the policy.

### Not insured

**BI18** Earthquakes that are attributable to human actions, e.g. geothermal energy projects

**BI19** The benefits provided by this policy are payable only as excess over any payments made by the Swiss Earthquake Pool or by the Earthquake Fund of the Canton of Zurich's buildings insurance institution. The indemnification payable is based on the total loss, less any payments made by the Swiss Earthquake Pool or by the Earthquake Fund of the Canton of Zurich's buildings insurance institution. The deductible defined in the schedule will be subtracted from the insurer's indemnification.

## Theft

### Insurance cover

**BI20** Damage to insured buildings inflicted in the course of an actual or attempted burglary, robbery, theft that is insured (see HC35–HC38).

**BI21** Unauthorised removal of building elements and structural installations from the insured location.

### Not insured

- BI22** The insurance does not cover
- damage caused purely by vandalism
  - damage arising from a fire or a natural peril event

## Water damage

### Insurance cover

- BI23** Water and liquids that have escaped from
- pipe systems insofar as these pipes serve only the insured building, and any connected facilities and apparatus
  - garden fountains, aquariums, waterbeds
  - heating and heat generation systems
  - heating oil tanks and refrigeration units

**BI24** Infiltration of rainwater or water from melting snow and ice into the building

- from gutters and external drainpipes
- through the roof itself
- through closed windows, doors, and
- skylights

**BI25** Water backing up inside the building from sewer or storm drains.

**BI26** Cost of thawing out / repairing frozen or frost-damaged pipes and connected equipment, even outside the building, provided that the pipes serve the insured building only, and only for your share of the maintenance expenses.

### Not insured

- BI27** The insurance does not cover
- rain, snow and meltwater entering through openings in the roofs of buildings under construction or undergoing reconstruction or other similar work
  - damage to the façade (external walls with isolation, incl. windows, doors, etc.) and to the roof (to the load-bearing structure, the roof covering and the insulation) caused by rain, snow and meltwater
  - damage caused by liquids escaping while being filled into containers or during the overhaul of heating and tank systems, including all types of heating and cooling systems
  - cost of thawing and repairing backflow damage to gutters or exterior drainpipes for which the owner of the drainage system is liable
  - damage caused by artificially produced ice build-up
  - damage caused by subsidence, poor building land, faulty building design, in particular as a result of non-compliance with building standards (SIA standards)
  - damages due to negligent maintenance or lack of preventive measures
  - the cost of repairing or correcting the condition that led to the loss or damage (apart from frost damage), as well as maintenance and loss prevention costs
  - damage arising from a fire or a natural peril event

## Building glazing

### Insurance cover

- BI28** Breakage of
- building (plate) glass
  - sanitary equipment made from glass, plastic, ceramic, porcelain and stone
  - ceramic cooker hobs
  - kitchen work surfaces made from stone
  - dome lights
  - glass solar panels
  - façade and exterior wall cladding made from glass

**BI29** In the case of glass breakage, the insurance additionally covers damage to paint, lettering, membranes, etched and sand-blasted glass.

### Not insured

- BI30** Breakage of
- temporary structures, caravans and mobile homes
  - glass containers, lighting elements, light bulbs, fluorescent and neon tubes
  - pipes
  - tiling, wall and floor tiles
  - damage caused during the handling, installation or removal

of insured glazing and other objects, incl. the framing for these objects

- damage to the surface of bathtubs or shower stalls, e.g. damage to enamel
- damage arising from a fire or a natural peril event

## Personal expenses

### Insurance cover

**BI31** The following additional costs arising from loss of / damage to property insured under the buildings insurance policy are also covered.

**BI32** Compensation of any costs payable may not exceed the per event limits agreed in the policy.

### Loss of income from rented property

**BI33** Loss of income from not being able to rent out the damaged rooms, for a maximum of 24 months. The gross rent less any saved costs is decisive in determining the indemnifiable amount.

### Ongoing fixed costs

**BI34** Fixed costs still payable on the building or condominium inhabited by the owner himself despite the damaged rooms being unusable, e.g. interest payments on a mortgage, heating and ancillary costs, and insurance premiums, for a maximum of 24 months.

### Clean-up and disposal costs

**BI35** Costs expended on clearing the site where the damage occurred of the remains of insured property, on transporting them to the nearest waste disposal site, and on depositing them, disposing of them and destroying them.

### Inflation

**BI36** The rise in construction costs for a maximum of 24 months between the loss occurring and reconstruction in accordance with the terms and conditions. The inflation is calculated on the basis of the construction cost index relevant for the damaged building.

### Equipment and materials for building maintenance

**BI37** Cost of repairing or replacing equipment and materials that serve the maintenance or utilisation of the building and the associated plot of land.

### Cost of accessing pipes and detecting leaks

**BI38** The insurance covers the cost of searching for leaks from and uncovering burst pipes, and of walling in or covering up the repaired pipes, including pipes outside of the building, provided that these pipes serve the insured building only, and only your share of the regular maintenance expenses.

### Emergency measures

**BI39** Costs for security glazing, emergency doors, security locks and boarding, etc. which serve to mitigate the extent of the loss or damage or prevent additional damage from occurring.

### Not insured

- BI40** The insurance does not cover
- the cost of searching for leaks from and uncovering burst pipes that do not serve the insured building
  - costs of exposing broken underground recording devices, detectors, storage tanks and the like and also of bricking them up or covering them once repaired
  - costs for the services of public fire brigades, police or other

- persons with an obligation to render assistance
- the cost of disposing of air, water and soil (including flora and fauna), even if they are mixed with or covered by insured property
- damage to plants caused by hail and the weight of snow
- equipment, materials and fittings that do not serve the maintenance and utilisation of the insured buildings

## Buildings liability

### Insurance cover

**BI41** Statutory liability as the owner of the self-inhabited

- houses and holiday homes with a maximum of three apartments
- condominium apartments listed in the policy, as well as the associated privately used land, facilities and installation.

**BI42** Insurance covers extends to third-party liability claims eligible for compensation arising from

- personal injuries, i.e. death, bodily injury or other impairments to health
- property damage, i.e. destruction, damage or loss of objects
- death, bodily injury or other impairment to the health of animals in accordance with the statutory provisions

**BI43** Insurance cover extends to

- compensation for justified third-party claims
- defence against unfounded third-party claims

**BI44** The sum insured agreed also includes costs for expert opinions, lawyer's fees, court costs interest payments and similar costs immediately associated with the loss event.

### Loss prevention costs

**BI45** The insurance covers loss prevention costs incurred in the context of environmental impairment from heating installations and oil storage tanks, provided that the damage was caused by a single, sudden and accidental event that required immediate attention and that the installations had been maintained by the appropriate authority in accordance with the pertinent regulations.

### Condominium ownership

**BI46** The insurance covers the statutory liability of condominium owners, provided that the association of condominium owners has taken out separate buildings liability insurance and the loss exceeds the limit of indemnity of the relevant liability policy

- for damage to the property as a whole, less the individual owner's part
- for third-party losses as part of the individual owner's part

### Building project owner

**BI47** Your liability as the owner of the building project up to a total construction value of CHF 100 000.

### Losses in connection with environmental impairment

**BI48** The insurance covers liability for personal injury and property damage in connection with environmental impairment provided that the damage was caused by a single, sudden and accidental event and required immediate attention.

**BI49** Environmental impairment is the permanent contamination of the natural state of air, water (including groundwater), soil, flora and fauna by pollutants or an occurrence defined as a pollution event by legislation.

### Loss prevention costs

**BI50** Costs of any reasonable measures taken to avert an imminent insured loss arising from a sudden and accidental event.

### Not insured

**BI51** The insurance does not extend to claims for environmental impairment arising from

- pre-existing contamination, e.g. contaminated soil
- facilities used to store, treat or dispose of any kind of waste, unless these are privately used composting units
- culpable non-compliance with the pertinent legal and official regulations

**BI52** Liability for losses that occurred gradually over time, e.g. ecological damage caused by a vehicle losing oil.

**BI53** Claims of insured persons and other persons who share a common household with the insured person liable in the individual case. The same applies to third-party losses that are derived from the loss or injury suffered by these persons (e.g. injury to the one whose earnings are the primary source of support for one's dependents). The exception here are losses of third-party minors living temporarily in the same household as these persons.

**BI54** Liability for losses which the insured person should reasonably have expected to occur in the normal course of events.

**BI55** Liability in connection with losses caused by a deliberate crime or act.

**BI56** Liability for losses that are the result neither of an insured bodily injury nor of property damage suffered by the claimant.

## Home Assistance (HA)

### Insurance cover

**HA1** If fire, a natural peril, burglary, water damage or glass breakage gives rise to an emergency which, without immediate action, would lead to further damage occurring to the inside or outside of the building or to the insured household contents, we will arrange for a workman to carry out any necessary immediate repairs.

**HA2** For building and condominium owners, we will arrange for a workman to carry out the necessary immediate repairs even in the case of failure of heating, air conditioning, ventilation, sanitary and electrical installations.

**HA3** Should an insured event occur, we will provide the following benefits:

- arrange for a workman to carry out the necessary immediate repairs round the clock
- compensate you for up to CHF 500 per loss event and up to a maximum of 5 loss events per year for the cost of the necessary immediate repairs

In the case of events that do not represent emergencies within the meaning of HA1 and HA2 above, we will provide the telephone numbers of suitable workmen who can carry out the necessary immediate repairs.

### Obligations in the event of a loss

**HA4** In the case of loss or damage, please contact us immediately via the 24-hour, freephone number (see General information).

**HA5** We can only indemnify you for benefits that have been organised by and coordinated with our customer centre.

### Not insured

**HA6** The insurance does not cover

- the cost of definitively repairing the loss or damage
- costs covered under warranty, service or maintenance agreements
- warranty services necessary on the grounds of the immediate repairs carried out by the appointed workman
- all benefits directly or indirectly related to ordinary maintenance or servicing or which have come about due to failure to conduct ordinary maintenance
- the cost of inconvenience in connection with an insured event, e.g. the cost of replacing the damaged property or for policing purposes
- consequential damage arising as a result of an insured loss event

## General (G)

### Insured persons

#### Contents and buildings

**G1** You as the policyholder, and those persons living in your household.

#### Personal liability

##### 1-2-person households

**G2** You and one other person living with you in the household are insured.

**G3** Should the size of your family increase, we will continue to grant full insurance cover for three months after the arrival in the household of the new family member(s) provided that the policy is converted to a family policy within this time.

#### Families

**G4** The insurance covers all the persons living with you in your household, including other persons officially registered as residing at this address.

**G5** Persons temporarily residing in your household, e.g. children on holidays, are also insured.

#### Both alternatives

**G6** The insurance also covers personal service, supervisory or temporary help for the duration of their employment with you.

#### salto plus

**G7** Only you in your capacity as the contractual party are insured.

**G8** Should the size of your household increase by another person, we will continue to grant full insurance cover for three months after the arrival in the household of the person(s), provided that the policy is converted to a 2-person or family policy within this time.

**G9** The policy will be converted automatically to a 1-2-person policy as soon as you reach the age of 33.

### General exclusions

**G10** Insurance cover shall not be provided in respect of

- warlike events
- civil commotion (apart from glass breakage), i.e. acts of violence carried out against persons and objects as a result of insurrection, riots or disturbances
- volcanic eruptions
- changes in atomic nuclear structure
- water from reservoirs or other man-made bodies of water unless you prove that the loss is unrelated to these events.

### Geographical scope of coverage

#### Buildings and contents

**G11** The cover is valid at locations designated in the policy.

**G12** Some household contents are also insured on a temporary basis – i.e. for max. 365 days in succession – while you are travelling or even in locations around the world that are not designated in the policy, e.g. holiday trips, journeys abroad.

#### Personal liability

**G13** The insurances apply all over the world.

#### Not insured

**G14** Hunters' liability in France.

### Temporal scope of cover

#### Contents and buildings

**G15** The insurance covers losses and loss prevention costs that occur during the period of insurance.

#### Personal liability and buildings liability

**G16** The insurance covers losses that occur during the period of insurance.

**G17** Events that occur at a separate time and in a separate place are regarded as a single event if they share a common atmospheric or tectonic cause.

**G18** Insurance cover for a specific event is subject to the insurance policy in force at the start of the event.

### Automatic adjustment of sums insured for buildings and contents

**G19** The full-value sum insured for household contents is adjusted once a year on 1 January if the national consumer price index as at 30 September has changed by more than 3 percentage points versus the base level of July 2009. The premiums are also adjusted accordingly.

**G20** The sum insured for buildings is adjusted once a year on 1 January if the Zurich Building Cost Index changes by more than 3 percentage points versus the base level of 2009. The premiums are adjusted accordingly.

**G21** These premium adjustments do not constitute grounds for your cancelling the insurance contract.

### Changes to rates, deductibles and to the General Insurance Provisions

**G22** We are entitled to adjust premiums and deductibles for the start of a new insurance year. We will notify you of these changes no later than 30 days prior to expiry of the current insurance year.

**G23** If you object to the increase in premiums or deductibles, you are entitled to cancel either the relevant part of the contract or the entire contract. To be valid, such cancellation must reach us no later than on the last day of the current insurance year.

### Legal changes

**G24** Changes to the insurance contract which reflect amendments to legal provisions (e.g. natural peril losses) are not grounds for cancelling the insurance contract.

### Change of residence

**G25** The insurance remains valid if you change your residence within Switzerland (including the enclaves of Büsingen and Campione). It is valid during your relocation and at your new residence too. If you move abroad, the insurance expires either at the end of the insurance year or, upon request, immediately.

### Start of insurance cover

**G26** Insurance cover begins on the date agreed in the proposal documents.

**G27** We are entitled to reject your application for insurance. In this case, provisional insurance cover will terminate 10 days after the notice of rejection was received by the applicant. We may charge you a premium for the period of cover you have already received.

### Termination of the insurance contract

**G28** Your insurance cover terminates on the date agreed in the policy. In the absence of termination, the contract is automatically extended for one year.

**G29** After the minimum term of insurance agreed in the contract has expired, the entire contract can be terminated in writing at the end of the insurance year. For termination to take effect, notice must be given to the other party not later than three months prior to expiry of the contract.

**G30** The insurance also expires if

- you move abroad
- bankruptcy proceedings are initiated against you
- you or we cancel the contract in the event of a claim. Notice must be given in writing to the other party at the latest when the indemnification payment is made. Insurance cover will lapse 14 days after the party concerned has received the notification.

**G31** We reserve the right to assert other statutory grounds for cancelling the contract.

### Due care

**G32** You are obliged to exercise all due care and, in particular, to take any measures required under the circumstances to protect the insured property against the insured perils (e.g. emptying pipes when there is danger of frost).

### Increase/decrease in risk

**G33** If the information you have given in the policy is no longer applicable, you must inform us without delay.

**G34** In the event of an increase in risk, we may apply a corresponding increase in premium for the remainder of the period of insurance or even cancel the insurance policy subject to 30 days' notice. You have the same right to cancel the insurance if you do not agree with the increase in premium. In

either case, we are entitled to the higher rate from the time at which the risk is increased until the date when the insurance policy expires.

**G35** Where the risk decreases, the premium currently charged will be reduced proportionately with the reduced exposure.

#### **Breach of obligations**

**G36** In the event of a culpable breach of statutory or contractual duties or with respect to other obligations, we may reduce the indemnification correspondingly, unless you can prove that the breach had no bearing on the occurrence, extent or verifiability of the loss.

#### **Inheritance**

**G37** If the policyholder dies, the contract passes to his/her heirs provided that the insured interest still exists. The heirs may cancel the insurance contract within 30 days of the death of the owner of the insured property. Insurance cover will lapse 30 days after we have received the notification of cancellation.

#### **Bankruptcy**

**G38** The contract expires the moment bankruptcy proceedings are initiated against the policyholder.

#### **Premiums and deductibles**

**G39** Unless otherwise agreed, the premium is defined for each insurance year and is payable in advance by the date stated in the policy.

**G40** In the case of payment by instalments, payment of the full premium due is merely deferred. If the policy is cancelled, all outstanding payments are due with immediate effect.

**G41** If payments are not made on time, the provisions of the Insurance Contract Act relating to arrears in payments apply, under which the insurance cover will lapse immediately upon expiry of the reminder period. Arrears in the payment of premiums shall be equated with a delay in the payment of a deductible or of a handling charge.

**G42** The agreed deductible will be deducted from the indemnification due.

**G43** We reserve the right to charge the agreed deductible against any insurance benefits or premium credit owed you.

#### **Fees and charges**

**G44** To cover our processing expenses, we apply the following charges:

- reminder letter: CHF 30
- initiation of debt collection proceedings: CHF 50
- withdrawal of justified debt collection proceedings: CHF 50

You are not entitled to demand the withdrawal of debt collection proceedings.

**G45** We are authorised to adjust these fees and charges by way of a unilateral declaration. The terms and conditions stated under G22 and G23 above apply by analogy.

#### **Premium refund**

**G46** If the policy is cancelled early, we will refund any unused premium on a pro rata basis. Notwithstanding the above, the premium for the insurance period effective at the

time of cancellation is due in full if you cancel the policy within 12 months of concluding it due to a loss event.

#### **Data usage and storage**

**G47** Processing of data on insured persons is governed by the provisions of the Data Protection Act of 19 June 1992.

**G48** We process data taken from the proposal documents and arising out of the processing of the contract. Processing refers to any kind of handling of personal data, in particular the procurement, disclosure, retention, usage, archiving and destruction of this data. We process only data that is of relevance to the conclusion of the contract, handling of the contract and the adjustment of claims. Data is collected and processed primarily as a basis for determining premiums, clarifying risk, adjusting insurance losses, as well as for use in statistical analyses. We treat the data we collect with the utmost confidentiality.

**G49** For the purpose of the contractual agreement, we may pass on such data to the extent necessary to third parties involved in the contract, either in Switzerland or abroad, in particular to Mondial Assistance International AG, to co-insurers and reinsurers, and to other companies at home and abroad belonging to the same corporate group as the insurance company for processing.

**G50** Data is stored in electronic or physical format. Appropriate technical and organisational steps are taken to ensure that the data is protected against unauthorised access by third parties.

**G51** We are further authorised to obtain pertinent information, in particular, past loss experience from government offices and third parties. Consent to this shall be understood independently of the conclusion of this insurance contract. You are entitled to request that we provide you with information, as provided by the law, on how the data relating to you is being used. You may at any time revoke your consent to the processing of your personal data.

#### **Package discounts**

**G52** You will receive a reduction in the premium contained in your policy if you have taken out policies with us in more than one area of insurance.

**G53** Discounts will be granted on motor and household contents insurance products provided that you have taken out policies in at least two different areas from the list of insurance products below.

Areas	Insurance products	Taken out
Medical insurance	Minimum: standard package (excluding mondial)	yes
Motor insurance	Third-party liability	yes
	Partial or fully comprehensive cover	yes
Home insurance	Household contents	yes

**G54** The discount will cease to apply with effect from the end of the month during which the requirements are no longer met. You are not entitled to cancel the policy on the basis of an increase in the premium due to the removal of this discount.

## Claims (C)

### **Notification**

**C1** Please call the freephone number 0080055 455 500 immediately. The number is valid in Switzerland and abroad.

**C2** In the case of theft, you must inform the police without delay.

**C3** In the case of loss of or damage to personal luggage, you must have the cause and extent of the loss/damage confirmed by the forwarding agent or travel company.

### **Loss mitigation**

**C4** During and after the loss event, you must do everything feasible to preserve and salvage the insured property and to mitigate damage. You must follow any instructions given by our claims service.

### **Prohibition of alterations**

**C5** You must refrain from altering damaged property in ways that would make it more difficult or impossible to determine the cause or amount of the loss, unless such alteration serves the mitigation of further damage or is in the interest of the public.

### **Settlement of liability claims**

**C6** We agree to represent you or other insured persons in official negotiations with the claimant.

**C7** If an agreement with the claimant cannot be reached and the latter decides to go to court, we are prepared to represent you in the civil proceedings.

**C8** The insured person may not acknowledge any claims or make any payments by himself, or assign any rights under this insurance contract to the claimant or a third party.

### **Duty to provide information**

**C9** You and the other insured persons must provide any details necessary to justify the claim for indemnity. Upon request, you must provide our claims service with an inventory of property that was present before and after the loss event, and property that was affected by the loss event, with appraisals for each respective item.

### **Duty to furnish proof**

**C10** You must evidence the extent of the loss by furnishing the necessary receipts, forms or appraisal documents. The sum insured does not constitute proof of the existence and value of the insured property at the time the loss event occurred.

### **Establishing the loss**

**C11** The damage will be determined either by the parties themselves, by a jointly appointed expert or by way of an expert procedure.

### **Expert procedure**

**C12** Each of the parties may request that an expert procedure be carried out. Prior to beginning the process to establish the loss, each party will appoint an expert, and the two experts will elect a referee in the same manner.

**C13** The experts will determine the value of the insured property immediately before and after the loss event. Where valuations differ, the referee will decide the disputed points within the range defined by the two experts' estimates. The findings made by the experts within their field of competence

are binding unless it can be shown that they diverge clearly and considerably from the facts and circumstances as they stand. The burden of proof is incumbent on the party alleging such a deviation. Each party will pay the fees of its expert. The fees of the referee will be divided equally between the two parties.

### **Buildings and contents:**

#### **Damaged property / injured domestic animals**

**C14** We will compensate you for the cost of repairs, minus any appreciation in value. In the case of domestic animals, we will compensate you for the cost of treatment up to the replacement value.

#### **Replacement value in the case of total loss**

**C15** If the repair costs exceed the replacement value of a new object or building of a similar kind, we will compensate you for the replacement costs, less the residual value of the damaged objects. In the case of the death of a domestic animal, we will compensate you for the purchase price you paid for the animal and for the burial costs.

**C16** In the case of fungible items, we are entitled to compensate you in kind.

**C17** We will compensate you for property that is no longer used at the current market value.

**C18** In all cases, the total indemnity for any single loss is limited to the sum insured and/or to the sublimits agreed separately for the individual covers.

#### **Underinsurance**

**C19** If the sum insured is lower than the replacement value, the indemnity we pay in the case of both total and partial loss will be reduced on a pro rata basis.

**C20** Reductions of the above nature do not apply to covers for which special sublimits have been agreed.

#### **Waiver of right to reduce indemnity in the case of underinsurance**

**C21** Where agreed in the policy, we will not reduce our indemnity on the grounds of underinsurance in the case of a partial loss affecting the household contents insurance.

#### **Calculation of reimbursement of costs**

**C22** Actual costs incurred will be reimbursed up to the per event limits agreed in the policy.

#### **Natural peril events**

**C23** Compensation for natural peril events may be reduced in accordance with Article 176 of the Swiss Insurance Supervision Ordinance (AVO/OS).

**C24** Events that occur at a separate time and in a separate place are regarded as a single event if they share a common atmospheric or tectonic cause.

#### **Earthquakes**

**C25** A maximum sum of CHF 250 million is available per loss event for all home policyholders for all damage to buildings and household contents combined.

**C26** If the total losses incurred by all policyholders exceed this sum for a single event, benefits will be reduced accordingly.

## Table of contents

## General Information, car

## General Insurance Provisions, car

<b>Motor Third-Party Liability</b>	<b>(ML1–ML15)</b>
<b>Motor Own Damage</b>	
Partial Cover	(PC1)
Fully Comprehensive Cover	(FC1)
Insured objects	(IV1–IV23)
<b>Accident Insurance</b>	<b>(AI1–AI15)</b>
<b>Gross Negligence</b>	<b>(GN1–GN6)</b>
<b>Parked-Vehicle Damage</b>	<b>(PD1–PD4)</b>
<b>Vehicle Assistance</b>	<b>(VA1–VA22)</b>
<b>Extended International Cover</b>	<b>(IC1–IC10)</b>
<b>General Provisions</b>	<b>(P1–P58)</b>

## General Information, car

## General

This document gives you an overview of the most important information in connection with your **Sympany Motor Insurance**.

Your rights and obligations are explained in the following **General Insurance Provisions**. The provisions of the Insurance Contracts Act (VVG/LCA) apply in addition.

Insured objects, covers, options, sums insured and deductibles are shown in your policy.

**Contractual partner**

Your insurer and contractual partner is **Sympany Versicherungen AG**, Peter Merian-Weg 4, 4052 Basel, Switzerland, telephone +41 58 262 30 00.

The insurer and contractual partner for Home Assistance is **Mondial Assistance International AG**, Hertistrasse 2, 8304 Wallisellen, Switzerland. Sympany Versicherungen AG is a broker and your contact person for concluding an insurance policy.

**Commencement and term**

Your insurance cover commences and terminates on the dates agreed in the policy. Notice must be given in writing at least three months before the policy expires, otherwise the insurance will be extended automatically for another year.

If you **change your vehicle**, we grant fully comprehensive MOD cover for up to 20 days after the insurance certificate was issued, even if we have yet to receive a signed insurance proposal document or written cover note.

**Motor third-party liability**

We undertake to compensate third parties for personal injury and damage to property caused by the insured vehicle for which you, the vehicle owner, are responsible in accordance with the rules of the road.

However, we do not merely compensate, we will also contest unfounded claims on your behalf (**legal expenses**).

**Option: hire-car subsidiary cover**

If you hire a car, we will indemnify third-party liability claims if the insurance for the hire car proves insufficient. This cover is applicable in **Switzerland** and in **other European countries**.

**Motor own damage**

With **partial cover**, we will indemnify you for damage to the insured vehicle as a consequence of fire, natural perils, malicious damage, glass breakage, collision with animals, severing of electrical cables by martens, theft or through providing help and assistance.

With **fully comprehensive cover**, you are additionally covered for collision damage (any violent, external force).

**Option: Parked-Vehicle Damage**

Damage caused by unknown persons to your vehicle while it is parked, including scratching of the paintwork.

**No-claims bonus system**

In motor TPL and fully comprehensive MOD insurance, the size of the premium depends on your claims history. Each time you have a claims-free year, you are moved down a level on the premium scale for the following insurance year (no-claims bonus). If you make a claim, the premium for the following insurance year will rise by four levels. The maximum premium level on the scale is 160% of the standard rate, the minimum **30% of the standard rate**.

**Option: protection of no-claims bonus**

With this option, you can avoid a premium increase following a claim. You are permitted up to one “free” claim per insurance year.

**Deductible (excess)**

The deductibles selected by you will be deducted from the indemnification due per event and per cover.

**Accident insurance**

If an accident occurs while you are driving or otherwise using the vehicle, or while you are providing help and assistance, the affected occupants will be entitled to the agreed benefits in the case of death or permanent physical impairment.

The cost of medical treatment for **domestic pets** injured in the accident is insured, as is an **education allowance** for your children.

**Negligence**

The benefits will be paid in full even if you or another driver of the insured vehicle were guilty of ordinary negligence in causing the accident.

In the case of **gross negligence** (ignoring elementary duties of care), benefits will be reduced. Part of the indemnity already paid will be claimed back.

**Option: gross negligence**

We waive our right to deduct or claim back benefits, except for cases of drunk driving, speeding, and theft from an unlocked vehicle.

**Premium**

We will invoice you for the premium at the start of every period of insurance. The premium, including all taxes and levies, must be paid by the date on the invoice. With our agreement, you may elect to settle the invoice on a **half-yearly** or **monthly** basis.

**Expiry of the insurance contract**

The contract of insurance will expire

- if you register the vehicle abroad
- if you move abroad
- if you change your vehicle and elect to insure it with another company
- if you do not pay the premium on time
- if you or we cancel the contract following a claim or upon expiry of the policy

Please note that we are obliged to notify the relevant **road traffic licensing authority** of the discontinuation of your motor third-party liability insurance.

### Reimbursement of the premium

If the policy is cancelled for legal or contractual reasons during a policy year, we will reimburse you any unused premium on a pro rata basis. The above does not include cancellations in the event of a total loss, or cancellations after a claim during the first insurance year.

### Geographical scope of coverage

The insurance is valid in all countries in which the Swiss number plate is recognised as evidence of insurance in accordance with international agreements.

This currently includes member states of the European Union (EU) and of the European Economic Area (EEA), as well as Andorra and Croatia.

### Assistance

In the case of an accident, breakdown or car theft, we will guarantee your mobility within Switzerland.

Requirement: You inform our customer centre immediately of the event (the customer centre is staffed round the clock and will arrange for assistance without delay).

#### Option: extended assistance

The mobility guarantee extends to the whole of Europe, as described under Geographical scope of coverage above.

#### Option: international cover

If you are involved in an accident abroad with the insured vehicle, we take care of the claims procedure. Settlements will be made in accordance with the laws of Switzerland.

### What to do in an accident

Most importantly, keep calm!

Note down the facts of the accident as precisely as possible without delay, including the names of all the persons involved, the location, time of day, etc.

The European Accident Report can be invaluable in helping you to record all the facts.

Do not sign any accident reports written in a foreign language.

Photos of the accident scene and the addresses of any witnesses can be helpful.

You must notify the police immediately in the case of physical injury and accidents abroad.

**In an emergency, you must contact Sympany straight away using the following telephone number:**

00800 55 455 500

## General Insurance Provisions, car

### Motor Third-Party Liability (ML)

#### Insured events

**ML1** Claims asserted by third parties on the basis of the laws of the road.

#### Insured persons

**ML2** The owner, the driver and the persons for whom the owner is responsible according to the laws of the road.

#### Insured benefits

**ML3** We will compensate you for any justified liability claims, and contest any unfounded claims on your behalf.

**ML4** Cover is limited to CHF 100 million per loss event.

**ML5** In the case of insured events which occur in countries within the geographical scope which have higher limits of indemnity, the statutory minimum limits of indemnity applicable in those countries apply.

**ML6** Compensation for loss and/or damage arising from fire, explosion or nuclear energy loss events is limited to CHF 10 million per event (this includes any costs for expert opinions, lawyer's fees, court costs, interest payments, claims adjustment, etc.).

#### Not insured

**ML7** Claims for property damage made by the vehicle owner, his spouse or registered partner, his relatives in ascending or descending order, as well as his siblings living in the same household.

**ML8** Damage to the vehicle itself, to the trailers it is towing and to its cargo.

**ML9** The exclusions set out in P11-P16 are also applicable.

#### Subsidiary cover for hired cars

**ML10** Other provisions notwithstanding, the insurance covers liability claims made against you or your co-habiting partner in your capacity as the driver of a hired vehicle.

**ML11** This insurance cover is subject to the following terms:

- It is applicable solely as supplementary cover to the existing compulsory motor third-party liability policy for the hire car in question
- The hired vehicle belongs to at most the same category of vehicle as the one insured in the policy

#### Not insured

**ML12** If compulsory third-party liability insurance does not exist for the hired car, the policy is not liable, or it is entitled to reclaim its benefits from the driver or hirer of the vehicle, either in part or in full.

**ML13** If, in addition to the compulsory third-party liability insurance of the hired vehicle, another liability insurance policy must pay for the same loss.

**ML14** Damage to the hired vehicle and its cargo (incl. personal luggage).

**ML15** Assumption of the deductible contained in the compulsory third-party liability insurance of the hired vehicle.

### Motor Own Damage (MOD)

#### Insured events

##### Partial Cover

**PC1** Damage to the insured motor vehicle with accessories and insured trailers caused by the following:

- robbery or theft (though not misappropriation), wrongful appropriation, or grossly negligent acts or omissions (e.g. forgetting to lock the vehicle, leaving the keys in the ignition, failing to activate an anti-theft device or immobiliser system, etc.)
- fire or short-circuiting; damage to electronic equipment and components is insured only if it was not caused by a defect within the vehicle
- natural peril events, i.e. as the direct consequence of rockfall, landslide, avalanche, weight of snow/snowslide, windstorm (= wind speed of 75 km/h and over), hailstorm, high water and flooding
- breakage of the front, side or rear windows, and the windows of a retractable roof, provided that repairs will be carried out
- extended glass coverage: breakage of other glazed vehicle components (e.g. headlights, rear lights, indicator lights, wing mirrors) or substitute glass (e.g. plexiglas)
- collision with animals
- martens severing electrical cables, incl. any consequential losses
- malicious damage, e.g. breaking off aerials, wing mirrors, windscreen wipers and accessories, slashing tyres and pouring damaging additives into the fuel tank, paint-spraying/painting the vehicle, slitting open the roof of a convertible
- parts falling off aircraft
- providing help and assistance to accident victims, including cleaning the inside of the vehicle in the case of soiling

This list is exhaustive.

##### Fully Comprehensive Cover

**FC1** Damage to the insured motor vehicle, its insured trailers or insured cargo (this list is exhaustive) due to:

- collisions (sudden and unexpected violent, external force)
- the other risks set out in PC1 above

##### Insured objects

**IV1** Damage to the insured motor vehicle, its insured trailers, and any accessories not included in the catalogue price of the vehicle, up to an agreed limit.

**IV2 Cargo:** Damage to, and destruction or theft of the personal effects of the occupants of the declared vehicle if the vehicle has been damaged. Compensation for stolen property will only be made if the vehicle was fully locked and secured at the time the effects were taken.

This cover is subject to the restrictions described in IV18 below.

##### Insured benefits

**IV3 Repair work:** The insurance covers the cost of repair work necessary due to damage to the insured vehicle and other insured objects.

The costs of recovering the vehicle and towing it to a nearby garage are covered by the Assistance insurance.

**IV4 Total loss (write-off):** A total loss is where the cost of repairing the insured vehicle exceeds 80% of its current market value. A total loss is also said to exist when a stolen vehicle is not recovered within 30 days of the theft event.

**IV5 Compensation in the case of total loss**

In the case of a total loss, the compensation payable is calculated as a percentage of the catalogue price of the vehicle and its accessories as stated in the policy, taking into account any deductions for poor maintenance and for unrepaired damage sustained earlier, in accordance with the following scale (parts of a year contribute proportionally):

Year	Compensation	Year	Compensation
1	95-90%	5	65-55%
2	90-85%	6	55-45%
3	85-75%	7	45-40%
4	75-65%	8+	Current value +20%

**IV6** The maximum compensation is the price you paid for the vehicle or the replacement value of an equivalent vehicle or object at the time before the loss occurred if the latter is higher than the price you paid for the vehicle.

**IV7** The residual value of the unrepaired vehicle (remains) will be deducted from the compensation.

**IV8 Calculation of the vehicle's current value**

The current value of vehicles aged 8 and over is the value of the vehicle and its accessories at the time of the loss event, calculated in accordance with the appraisal guidelines of the Swiss Association of Independent Vehicle Experts (vffs/aseai).

**IV9 Purchase price guarantee in the case of total loss**

Benefits will be raised as follows in the first 12 months after purchasing the vehicle:

In the 1st year of operation: The full catalogue price is paid, regardless of how much you paid for the vehicle.

As from the 2nd year of operation: The compensation as per the scale above is increased by 10%.

**IV10 Automatic extension of cover**

If you change your vehicle, we grant fully comprehensive MOD cover for the new vehicle for up to 20 days after the insurance card was issued, provided that you take out such cover. The deductible stated on the insurance proposal form is applicable.

**IV11 Compensation for trailers and accessories**

With trailers and accessories, benefits are limited to the sum insured per event agreed in the policy. We will not claim average in the case of underinsurance. Repair costs are reimbursed only if the repairs are actually carried out (no cash payments).

**Limitation of benefits**

**IV12** If poor maintenance, wear and tear, or pre-existing damage increased the cost of repair or augmented the likelihood of damage occurring in the first place, or if the repair work increases the value of the vehicle, we will reduce our compensation payment proportionately.

**IV13** No repair work carried out: Compensation is based on repair costs at the standard rates for the particular region and market. If you want to be paid in cash, the benefit payable amounts to 90% of the repair costs calculated by a motor expert, excl. VAT. This is subject to the terms described in point 4 of PC1, and in IV12 and PD2.

**IV14** Setting off prior compensation: payments made by us for earlier claims will be charged against the compensation if the prior damage has not been repaired by the time the new loss event occurs.

**Not insured**

**IV15** Loss of use (including the costs of a replacement vehicle), loss of value, lower performance or serviceability of the vehicle.

**IV16** Wear and tear and operational damage.

**IV17** Damage caused by lack of oil, lacking or freezing radiator fluid, scorch damage, damage to the tyres, the battery, the car radio, the tape machine, CD player, DVD player, MP3 player, CB radio or car phone, unless the damage in question was the consequence of an insured event.

**IV18 Cargo:** Cash, credit cards, travel tickets and subscriptions, securities, savings books, precious metals (in the form of stocks, ingots or merchandise), coins and medals, unmounted precious stones and pearls, jewellery, audio and visual media (e.g. music and video cassettes, records, compact discs), IT hardware and software, mobile telephone and communications equipment, radios and televisions, telefax machines, commercial goods and property used at work.

**IV19** Damage caused by war or warlike events, civil commotion (violence directed at persons or property committed in the course of an insurrection, riot or tumult), requisitioning of the vehicle, earthquakes, volcanic eruptions, and changes in atomic nuclear structure.

**IV20** Losses for which you have warranty rights against third parties (e.g. manufacturer's guarantee).

**IV21** The exclusions set out in P11-P16 are also applicable.

**Obligations in the event of a loss**

**IV22** In the case of theft or robbery, you must report the offences to the police. In the case of a collision with an animal, you must inform the police.

**IV23** Damage caused by unknown parties (vandalism, scratching of paintwork, collision) must be reported straight away. Depending on the circumstances, we may require you to press charges against person or persons unknown.

**Accident Insurance (AI)**

**Insured persons and events**

**AI1** The insurance covers the vehicle occupants in the event of an accident defined by the Swiss Accident Insurance Act (UVG/LAA) that occurred while using the insured vehicle, entering or leaving it, working on it (e.g. performing minor repairs, changing the wheels), or providing help and assistance while on the road.

**Insured benefits**

**AI2 Lump-sum death benefit:** Death occurs within 5 years of the accident. Any lump-sum integrity benefit already paid out on the same accident event will be deducted from the lump-sum death benefit. In the event of the policyholder's death, the person designated in the insurance contract will become the legal beneficiary; in the event of the death of other vehicle occupants, their legal heirs will become the beneficiaries (to the exclusion of the community). The latter applies even if the policyholder failed to designate a benefi-

ciary or if that person was already deceased when the policyholder passed away.

**AI3 Lump-sum integrity benefit:** In the case of probable life-long impairment of physical or mental integrity, provided this occurs within 5 years of the accident. Compensation will be graded according to the degree of impairment and be expressed as a percentage of the sum stated in the insurance contract. The degree of impairment will be measured in accordance with the principles of the Swiss Accident Insurance Act (UVG/LAA).

**AI4 Medical expenses:** Starting from the day of the accident, we will compensate you for the following expenses in connection with treatment carried out or prescribed by an authorised doctor or dentist:

- medical treatment and the necessary personal transport
- stays in a **private ward** of a hospital or health resort (specialised establishments only, and with insurance company approval)
- nursing care for the period of medical treatment, by qualified, certificated personnel or the nursing staff of an institution
- rental fees for invalid mobility equipment
- the initial purchase of prostheses, spectacles, hearing aids and orthopaedic aids as well as their repair or replacement (value when new) if they were damaged or destroyed during the accident leading to the insured medical treatment

**AI5** We will also pay the daily allowance deduction prescribed by the Swiss Accident Insurance Act (UVG/LAA) for periods spent in sanatoriums.

**AI6 Daily allowance:** If the accident renders you incapable of work, we will pay the daily allowance stated in the policy for the period you are unable to work as certified by a physician, after a waiting period of 30 days.

This benefit is limited to 730 daily allowances.

**AI7 Hospital daily allowance:** We will pay the agreed daily allowance for any necessary time spent in hospital or at a health resort. This benefit is limited to 730 daily allowances.

**AI8 Education/training allowance:** In the case of the death or full disability of an insured person, we will additionally pay the education/training allowance stated in the policy per person for children up to the age of 25 who are still studying and not yet working. In the case of death, the benefit will be paid out to the same person who receives the lump-sum death benefit.

**AI9 Accompanying domestic animals:** If an accompanying domestic animal is injured in the insured traffic accident, we will compensate you for the cost of medical treatment; if the animal dies, we will compensate you for the price you paid for the animal and for the burial costs.

These benefits are limited to CHF 3 000 per animal, up to a maximum of CHF 6 000 per loss event.

**Limitation of benefits**

**AI10** Insurance benefits will be reduced proportionately if the accident was only partly responsible for the health impairment.

**AI11** The lump-sum death benefit paid out for children who, at the time of death, were under

- 3 years of age is: CHF 2 500
- 12 years of age is: CHF 10 000

from all accident insurance policies in force with us.

**Not insured**

**AI12** Damage caused by war or warlike events, civil commotion (violence directed at persons or property committed in the course of an insurrection, riot or tumult), requisitioning of the vehicle, earthquakes, volcanic eruptions, and the effects of ionising radiation.

**AI13** Events in connection with the hire-car subsidiary cover.

**AI14** Medical costs paid by a liable third party or that party's liability insurance, or which are payable by a social insurance institution.

**AI15** The exclusions set out in P11-P16 are also applicable.

**Gross Negligence (GN)**

**Insured events**

**GN1** In the case of an accident caused by gross negligence, we agree to waive our statutory rights of recourse and limitation.

**Insured persons**

**GN2** The owner, the driver and the persons for whom the owner is responsible according to the laws of the road.

**Not insured**

**GN3** Accidents caused while driving under the influence of alcohol (blood alcohol level of 0.8‰ or more) and drugs, prescription medicine abuse, and conviction due to refusal to give a blood sample.

**GN4** Accidents caused due to speeding, i.e. exceeding the speed limit by more than 50%.

**GN5** In the event of theft: forgetting to lock the vehicle, leaving the keys in the ignition.

**GN6** The exclusions set out in P11-P16 are also applicable.

**Parked-Vehicle Damage (PD)**

**Insured benefits**

**PD1** The insurance covers damage to parked vehicles caused by unknown persons and vehicles.

**PD2** Benefits are paid only if the repairs are actually carried out (no cash payments).

**Obligations in the event of a loss**

**PD3** You must notify us of any loss or damage without delay. Depending on the circumstances, we may require you to press charges against person or persons unknown.

**PD4** You may have the repairs carried out only after consultation with us.

## Vehicle Assistance (VA)

### Insured events

**VA1** Theft, breakdown, accident, natural perils.

### Geographical scope of coverage

**VA2 Switzerland:** Switzerland and adjoining territories, max. 50 km from the Swiss border.

**VA3 Europe:** Switzerland, the European Union (EU), the European Economic Area (EEA), as well as Andorra and Croatia.

### Insured benefits

**VA4 Breakdown assistance:** Breakdown assistance at the site of the loss event or towing of the insured vehicle to the nearest suitable garage.

**VA5** Repatriation of vehicle occupants on public transport if the insured vehicle cannot be repaired on the same day (48 hours if abroad). First-class train tickets or economy flight if the train ride is more than 6 hours.

**VA6** Overnight stay in a hotel if the homeward journey is not possible on the same day. CHF 120 per person and night. 1 night in Switzerland, 2 nights abroad.

**VA7** Return transportation of the defective vehicle if the vehicle cannot be repaired within 24 hours (48 hours abroad) and if the return transport costs are less than the current value of the vehicle after the loss event.

**VA8 Disposal costs and customs duties:** If the return transport costs are more than the current value of the vehicle after the loss event, we will organise the disposal of the vehicle on site and assume the customs charges abroad.

**VA9 Repatriation by a chauffeur:** If the driver of the insured vehicle is unable to drive due to illness, accident or death and no other passenger can return the vehicle, a chauffeur will be organised to drive the remaining occupants and the vehicle to the residence of the policyholder, and we will assume the costs.

**VA10 Mobility guarantee:** Courtesy car for up to 10 days (1 day in Switzerland). CHF 150 per day, max. CHF 1 500 per loss event.

**VA11** Cost of shipping replacement parts abroad if they cannot be purchased abroad. The cost of the replacement parts is not insured.

**VA12** Taxi fares of up to CHF 100 incurred in connection with an insured event.

### Not insured

**VA13** Costs for repairs and replacement parts.

**VA14** Vehicles which at the time of the loss event are not roadworthy under the applicable provisions of the road traffic ordinance or on which the manufacturer recommended maintenance was not carried out.

**VA15** Vehicles for commercial use

**VA16** The exclusions set out in P11–P16 are also applicable.

### Obligations in the event of a loss

**VA17** In the case of loss or damage, please contact us immediately via the 24-hour, freephone number (see General information).

**VA18** We can only indemnify you for services that have been organised by and coordinated with our customer centre.

**VA19** Simple breakdown assistance on a local basis is excluded from the above. If you organise the breakdown assistance services yourself, the per event indemnity is limited to CHF 300.

### Definitions

**VA20 Accident:** An accident is defined as damage to the insured vehicle caused by a sudden involuntary external event making it impossible to continue driving the vehicle or no longer legally permitted. This includes in particular loss events arising from impacts, collisions, overturning, falling, sinking and caving in.

**VA21 Breakdown:** A breakdown is defined as any sudden, unforeseeable failure of the insured vehicle as a result of technical defects which makes it impossible or illegal to continue driving the vehicle. The following are also considered breakdowns: tyre defects, lack or incorrect type of fuel, dead battery.

**VA22 Natural peril events:** Rising waters, flooding, storms (winds of at least 75 km/h), hail, avalanches, weight of snow, rockslide, falling rocks or landslide. Earthquakes and volcano eruptions are not considered natural peril events.

## Extended International Cover (IC)

### Insured events

**IC1** Traffic accidents abroad involving the insured vehicle caused by a motor vehicle with foreign number plates.

### Insured persons

**IC2** The owner, the driver and the persons for whom the owner is responsible according to the laws of the road.

### Insured benefits

**IC3** We will indemnify directly any claims for bodily injury and property damage arising from the accident abroad for which the foreign injuring party must accept responsibility. The indemnification will be calculated in accordance with the laws of Switzerland.

**IC4** Benefits are limited to CHF 5 million per loss event.

**IC5** No deductible will be applied.

### Not insured

**IC6** Losses caused by an uninsured or unknown injuring party.

**IC7** The exclusions set out in ML12–ML15 and P11–P16 are also applicable.

### Obligations in the event of a loss

**IC8** The local police must be notified immediately of any accident, and a report compiled. You must notify us of any loss or damage without delay.

**IC9** You may not recognise or assign any entitlements without our consent. You must obtain our consent before having the vehicle repaired or disposed of.

**IC10** As part of the indemnification, entitlement to claim against the liable party transfers to us. You are obliged to assist us as much as possible and to provide us with all the necessary documents when we assert these claims.

## General Provisions (P)

### Begin of the insurance contract

**P1** Your insurance contract starts on the date stated in the policy.

**P2** If you submitted a certificate of insurance before the policy was issued, provisional insurance cover will apply as from the date the vehicle was registered with the relevant road traffic licensing authority, in accordance with Art. 63 et seq. of the Swiss Road Traffic Act (SVG/LCR). Benefits are limited to the statutory minimum limit of indemnity (Art. 3 Swiss Road Traffic Insurance Ordinance – VVV/OAV).

**P3** We are entitled to reject your application for insurance. In this case, provisional insurance cover will terminate 10 days after the notice of rejection was received by the applicant. We may charge you a premium for the period of cover you have already received.

**P4** The insurance covers losses that occur during the period of insurance.

### Termination of the insurance contract

**P5** Your insurance cover terminates on the date agreed in the policy. In the absence of termination, the contract is automatically extended for one year.

After the minimum term of insurance agreed in the contract has expired, the entire contract can be terminated in writing at the end of the insurance year. For termination to take effect, notice must be given to the other party no later than three months prior to expiry of the contract.

**P6** The insurance also expires if

- you register the vehicle abroad with foreign number plates
- you move abroad
- bankruptcy proceedings are initiated against you
- you change your vehicle and elect to insure it with another company
- you or we cancel the contract in the event of a claim. Notice must be given in writing to the other party at the latest when the indemnification payment is made. Insurance cover will expire 14 days after the party concerned has received the notification.

We reserve the right to assert other statutory grounds for cancelling the contract.

### Geographical scope of coverage

**P7** Switzerland, the European Union (EU), the European Economic Area (EEA), as well as Andorra and Croatia.

**P8 Extended geographic scope:** Where agreed, provisional insurance cover can be granted for 3 or 6 months per year or also for an unlimited period in the other countries that are party to the Internal Regulations (Green Card system) agreement (see [www.nbi.ch](http://www.nbi.ch)).

We will provide you with an extended Green Card on request.

**P9** In the case of transportation overseas, insurance cover will not be interrupted provided that the points of departure and arrival are within the aforementioned geographical scope.

### Insured vehicles and types of usage

**P10** Mainly private journeys, journeys to and from work and occasional professional journeys (provided these are not

explicitly excluded) made with the vehicle stated in the policy bearing the insured licence plates.

A replacement vehicle of equivalent value which bears the insured licence plates is also insured (for not more than 30 days).

### Not insured

**P11** Usage of the vehicle that is prohibited by the applicable rules and laws of the road.

**P12** Conveyance of dangerous loads as set out in the rules and laws of the road applicable in Switzerland.

**P13** Hiring out of the insured vehicle.

**P14** Commercial conveyance of people and goods that is subject to official authorisation.

**P15** Participation in racing, rallies and similar speed trials incl. practice runs and other such events held at race circuits, courses and other such venues used for motor sports.

The above exclusion does not extend to navigation, cross-country and dexterity-based competitions (gymkhanas, vintage car rallies, etc.), where the objective is not to achieve very high speeds.

**P16** Driver training programmes (e.g. skid control courses, sports driving courses, etc.) held at race tracks and training courses, with the exception of safety courses in Switzerland recommended by the Swiss Road Safety Council.

### No-claims bonus system

**P17** In motor TPL and fully comprehensive MOD insurance, the size of the premium depends on your claims history.

**P18** If the insurance policy has been in force for at least 6 months and there have been no claims during the period of observation (1.10.–30.9. of the following year), your premium for the calendar year following the period of observation will be lowered to the next level on the table (see below).

**P19** If a claim is filed on the policy during the period of observation for which an insured person is culpable, the premium for the following calendar year will be raised four levels. The increase only affects the cover under which a claim was filed.

**P20** In the case of scratching of paintwork by an unknown party, your premium will be raised regardless of fault.

**P21** In the case of damage to a parked vehicle as defined under PD1 and PD2 above, your premium will not be raised.

**P22** If the claim is without consequence or our expenses were reimbursed, your premium will not be raised.

**P23** The no-claims bonus/penalty system has the following premium levels (as a % of the standard rate):

Level	%	Level	%	Level	%
BM00	30	BM07	60	BM14	120
BM01	33	BM08	66	BM15	130
BM02	36	BM09	73	BM16	140
BM03	40	BM10	80	BM17	150
BM04	44	BM11	90	BM18	160
BM05	49	BM12	100		
BM06	54	BM13	110		

**P24** Separate premium levels are calculated for motor TPL insurance and fully comprehensive MOD insurance.

#### **P25 Protecting your no-claims bonus**

If you chose the option to protect your no-claims bonus in the event of a claim, the first claim per cover and per period of observation will not result in your premium for the following calendar year being raised. All further claims affecting the same cover and the same period of observation will result in your premium for the following calendar year being raised.

#### **Changes affecting the insured risk and the policy**

##### **P26 Obligation to disclose information**

If the information you have given in the policy is no longer applicable, you must inform us without delay.

**P27** In the event of an increase in risk, we may apply a corresponding increase in premiums for the remainder of the period of insurance or may cancel the insurance policy subject to 30 days' notice. You have the same right to cancel the insurance if you do not agree with the increase in premium. In either case, we are entitled to the higher rate from the time at which the risk is increased until the date when the insurance policy expires.

**P28** In the event of any increase in risk not reported to us, the indemnity may be reduced in line with the extent to which the non-compliance contributed to the occurrence or the scale of the damage.

**P29** Where the risk decreases, the premium currently charged will be reduced proportionately with the reduced exposure.

#### **Changes in tariffs, deductibles and the premium rating system**

**P30** If tariffs, or the system of premium rating or deductibles changes, we are entitled to request that the contract be amended. We will notify you of these changes in writing no later than 30 days before they come into force.

**P31** You are then entitled either to cancel the entire insurance agreement or only the individual covers affected by the change with effect from the date on which the changes would normally take effect. To be valid, such cancellation must reach us no later than the last day before the premium adjustment comes into force.

**P32** In the case of changes to the policy, the current tariff will be applied.

#### **Transferable number plates**

**P33** The insurance cover applies to the vehicle currently bearing the transferable number plates.

**P34** For the vehicle without number plates, the insurance covers damage to the vehicle while parked or while it is being driven on exclusively private land.

**P35** If both vehicles are used on the open road at the same time and a loss occurs, we will request that you reimburse any expenses hitherto incurred by us.

#### **Depositing of number plates**

**P36** If the number plates are deposited with the relevant authority, insurance cover will be suspended until they are registered again.

**P37** In the case of partial MOD cover, insurance cover applies for a maximum of 6 months while the number plates are deposited with the authority. A proportion of the premium is payable when the insurance is restored.

**P38** If the number plates are deposited with an authority, the premium will be reduced in accordance with the diminished risk until the insurance is restored.

#### **Transfer of the insurance to a courtesy vehicle**

**P39** If the relevant authority permits the use of a courtesy vehicle, the insurance cover applies only to the courtesy vehicle (except for the partial MOD cover, which applies to both vehicles automatically). Insurance cover for the courtesy vehicle is limited to 30 consecutive days.

#### **Breach of obligations**

**P40** In the event of a culpable breach of statutory or contractual duties or with respect to other obligations, we may reduce the indemnity correspondingly, unless you can prove that the breach had no bearing on the occurrence, extent or verifiability of the loss.

#### **Premiums and deductibles**

**P41** Unless otherwise agreed, the premium is defined for each insurance year and is payable in advance by the date stated in the policy.

**P42** In the case of payment by instalments, payment of the full payment due is merely deferred. If the policy is cancelled, all outstanding payments are due with immediate effect.

**P43** If payments are not made on time, the provisions of the Insurance Contract Act relating to arrears in payments apply, under which insurance cover will lapse immediately upon expiry of the reminder period. Arrears in the payment of premiums shall be equated with a delay in the payment of a deductible or of a handling charge.

**P44** If the interruption in cover also affects the motor liability insurance, we will be obliged to notify the relevant licensing authority who will have the number plates confiscated by the police.

**P45** The agreed deductible will be deducted from the indemnification due.

**P46** No deductible is applied:

- in the case of joyriding, provided that the vehicle owner was not at fault for the misappropriation
- in motor third-party liability insurance, provided that neither the vehicle owner nor the driver was at fault
- in collision insurance (IV), provided that neither the vehicle owner nor the driver was at fault. Excepted from the above is damage caused by unknown parties and damage caused by scratching or spraying the vehicle.

**P47** We reserve the right to offset the deductible from any insurance benefits or premium credit owed you.

#### **Fees and charges**

**P48** To cover processing expenses, we apply the following charges:

- reminder: CHF 30
- requesting information from the vehicle-licensing authority on the discontinuation of motor third-party liability insurance: CHF 100
- initiation of debt collection: CHF 50

- withdrawal of justified debt collection proceedings: CHF 50. You are not entitled to demand the withdrawal of debt collection proceedings
- depositing of number plates: CHF 30

We are authorised to adjust these fees and charges by way of a unilateral declaration. The terms and conditions stated under P30–P32 apply by analogy.

#### **Premium refund**

**P49** If the policy is cancelled early, we will refund any unused premium on a pro rata basis. Notwithstanding the above, the premium for the insurance period effective at the time of cancellation is due in full if

- you cancel the policy within 12 months of concluding it due to a loss event
- the MOD insurance becomes null and void after the indemnification by us of a total loss

#### **Data usage and storage**

**P50** Processing of data on insured persons is governed by the provisions of the Data Protection Act of 19 June 1992.

**P51** We process data taken from the proposal documents and arising out of the processing of the contract. Processing refers to any kind of handling of personal data, in particular the procurement, disclosure, retention, usage, archiving and destruction of this data. We process only data that is of relevance to the conclusion of the contract, handling of the contract and the adjustment of claims. Data is collected and processed primarily as a basis for determining premiums, clarifying risk, adjusting insurance losses, as well as for use in statistical analyses. We treat the data we collect with the utmost confidentiality.

**P52** For the purpose of the contractual agreement, we may pass on such data to the extent necessary to third parties involved in the contract, either in Switzerland or abroad, in particular to co-insurers and reinsurers, and to other companies at home and abroad belonging to the same corporate group as the insurance company for processing.

**P53** Data is stored in electronic or physical format. Appropriate technical and organisational steps are taken to ensure that the data is protected against unauthorised access by third parties.

**P54** We are further authorised to obtain pertinent information on, in particular, past loss experience from government offices and third parties. Consent to this shall be understood independently of the conclusion of this insurance contract. You are entitled to request that we provide you with information, as provided by the law, on how the data relating to you is being used. You may at any time revoke your consent to the processing of data.

**P55** For the purpose of combating the abuse of motor insurance, vehicle-related claims data may be passed on to SVV Solution AG (a subsidiary of the Swiss Insurance Association – SVV/ASA) for entry in the “CarClaims-Info” database.

#### **Package discounts**

**P56** You will receive a reduction in the premium contained in your policy if you have taken out policies with us in more than one area of insurance.

**P57** Discounts will be granted on motor and household contents insurance products provided that you have taken out policies in at least two different areas from the list of insurance products below.

Areas	Insurance products	Taken out
Medical insurance	Minimum: standard package (excluding mondial)	yes
Motor insurance	Third-party liability	yes
	Partial or fully comprehensive cover	yes
Home insurance	Household contents	yes

**P58** The discount will cease to apply with effect from the end of the month during which the requirements are no longer met. You are not entitled to cancel the policy on the basis of an increase in the premium due to the removal of this discount.

Table of contents

General Insurance Provisions, moto

<b>General</b>	<b>(G1)</b>
<b>Seasonal cover</b>	<b>(G2)</b>
<b>Malicious damage</b>	<b>(G3)</b>
<b>Protective clothing</b>	<b>(G4-G5)</b>

General Insurance Provisions, moto

General (G)

**General information**

**G1** Essentially, the General Insurance Provisions, car apply to your insured motorbike or motor scooter.

However, the cover extensions and obligations listed below apply in addition.

**Seasonal cover**

**G2** If, in the winter months, you deposit your number plates with the relevant authority, or only occasionally ride your motorbike, you can take out a seasonal policy. In this case, your premium will be reduced accordingly.

By way of amendment to P38 of the General Insurance Provisions, car, we do not grant an additional reduction in the premium if you deposit your number plates with the authority. We will waive the charge for depositing the number plates (P48, General Insurance Provisions).

**Malicious damage**

**G3** In addition to the events listed in the MOD section of the General Insurance Provisions, car, the slashing or spraying of motorbike saddle bags and seats are also insured.

**Protective clothing**

**G4** The following items of protective clothing are insured (new replacement value) in the case of an event insured under the MOD partial cover or MOD insured vehicles: helmets, protective suits, combi-suits including protectors, boots and gloves.

**G5** Theft of protective clothing is insured only if it was taken by force from a locked container fitted to the motorbike. Helmets must be secured to the motorbike using a helmet lock.

**In the event of doubt or legal dispute, the German version is authoritative.**

Sympany

