



Customer information according to the Swiss Federal Law on Insurance Contracts (VVG) and General Conditions of Insurance (GCI) for HEV Security Deposit Insurance

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Where, for the purpose of readability, only the masculine forms of personal pronouns and adjectives are used in this document, they shall always be understood to include the corresponding feminine forms. In the interests of quality control, all customer service center calls are recorded.

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Customer Information according to the Swiss Federal Law on Insurance Contracts (VVG)

The customer information below provides a brief and simple overview of the identity of the insurer and the main content of the insurance contract pursuant to Art. 3 of the Swiss Federal Law on Insurance Contracts (VVG). The rights and obligations of the contracting parties arise from the proposal/offer, the Policy itself, the contractual conditions and the applicable laws, in particular the VVG. On acceptance of the proposal/offer, the Policyholder will be issued a Policy, the contents of which will reflect the proposal/offer.

Who is the insurer?

The insurer is Zurich Insurance Company, hereinafter referred to as «Zurich,» with its registered offices at Mythenquai 2, 8002 Zurich. Zurich is a stock corporation under Swiss law.

Which risks are insured, and what is the scope of the insurance coverage?

The insured risks and the scope of insurance coverage are determined by the proposal/offer or the Policy itself and by the contractual conditions.

How much is the premium?

The premium depends on the respective insured risks and the designated level of coverage. A fee may be charged for payment by installments. Full details of the premium and any applicable fees are included in the proposal/offer or in the Policy itself.

Under what circumstances will the premium be refunded?

If the premium has been paid in advance for a specific term of insurance and the contract is cancelled before the end of this term, Zurich will refund the premium for the residual period of insurance. The premium remains payable in full to Zurich if:

- the insurance benefit was provided on the basis of the cessation of risk;
- the insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the year after the contract was concluded.

What other obligations does the Policyholder have?

- Changes in risk: If in the course of the insurance a change occurs to an important fact, and if such change results in a material increase in risk, Zurich must be notified of this change in writing without delay.
- Ascertainment of the facts: The Policyholder must provide assistance with investigations relating to the insurance contract such as breaches of the duty of disclosure, increases in risk, the verification of benefits, etc. and provide Zurich with all pertinent information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to release the appropriate information, documentation, etc. to Zurich. Zurich shall also be entitled to carry out its own investigations.
- Insured event: The insured event must be reported to Zurich without delay.

This list covers only the most common obligations. The contractual conditions and the VVG contain further obligations.

When does the insurance coverage begin?

The insurance coverage shall begin on the date stated in the proposal/offer or in the Policy itself. If a certificate of insurance or temporary binder has been issued, Zurich shall provide the insurance coverage as described in the temporary binder provided in writing or in accordance with the applicable law until such time as the Policy itself is issued.

When does the insurance coverage end?

- at the latest three months before the end of the contract or, if agreed, three months before the end of the year of insurance. The termination of the contract shall be deemed valid if it is received by Zurich no later than the last day before commencement of the three-month notice period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause shall end on the date specified in the proposal/offer or Policy;
- after every insured event for which benefits are to be provided, but at the latest 14 days after receiving notification of payment by Zurich;
- if Zurich changes the premium. In this case the notice of cancellation must reach Zurich no later than the last day of the year of insurance;
- if Zurich breaches the statutory information obligations pursuant to Art. 3 VVG. The right of termination shall lapse four weeks after the Policyholder has received notification of any such breach, and no later than one year after the breach.

Zurich may terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination of the contract shall be deemed valid if it is received by the Policyholder no later than the last day before commencement of the three-month notice period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause shall end on the date specified in the proposal/offer or Policy;
- after every insured event for which benefits are to be provided, on condition that notice of cancellation is given at the latest at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich may terminate the contract by withdrawing from it:

- if the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- if the Policyholder does not fulfill his/her obligation to assist with the ascertainment of the facts. Zurich shall be entitled to withdraw from the insurance contract retroactively within two weeks of the expiration of a four-week extension period to be notified in writing;
- in the event of insurance fraud.

This list covers only the most common grounds for termination of the contract. The contractual conditions and the VVG contain other possible grounds for termination.

How does Zurich handle data?

Data derived from the contract documentation or during the course of concluding the Policy is processed by Zurich and used mainly for the purpose of setting premiums, providing information on risk, processing claims, making statistical evaluations, and for marketing purposes. The data is stored in hard copy form or electronically. Zurich is authorized to forward any data that may be required for processing purposes to relevant third parties in Switzerland or abroad, in particular to coinsurance or reinsurance companies, and to companies in Switzerland or abroad which belong to Zurich Financial Services (ZFS). On suspicion of an offense involving property or documents, or in the event that Zurich cancels the contract by reason of fraudulent information or evidence supporting a claim (Art. 40 VVG), a report may be filed with the Swiss Insurance Association (SIA) for inclusion in the centralized information system.

Zurich shall also be entitled to procure pertinent information from government agencies and third parties, in particular information with respect to events leading to the loss or damage. This shall apply irrespective of whether the Policy is concluded or not. The Policyholder has the right to request that Zurich furnish the information as stipulated by law concerning the processing of data pertaining to him/her.

General Conditions of Insurance (GCI 08.2007)

Art. 1: Geographical limits

This Policy shall apply exclusively to obligations ensuing from rental agreements for rented properties located in Switzerland.

Art. 2: Scope of cover

The insurance covers all justified claims under tenancy law which the landlord may assert against the Policyholder in his/her capacity as the tenant of the residential property on the basis of the rental agreement indicated in the offer. The total benefits for all claims during the term of the insurance shall be limited to the sum insured or guarantee sum indicated in the Policy and in the Certificate of Security Deposit Guarantee submitted. Once a benefit is disbursed to the landlord, the sum insured or guarantee sum is reduced by this amount.

Art. 3: Inception, duration and end of insurance

The insurance is concluded for a period of three years and commences upon payment of the first premium, however on the agreed date at the earliest.

Upon expiry of the minimum term of three years, the contract shall be automatically extended by a period of one year unless terminated giving three months' notice to 31 December of the expiration date; this right of termination shall be subject to evidence being furnished with the notice of cancellation of an in-lieu rental security deposit or the inclusion of the original Certificate of Security Deposit Guarantee.

Art. 4: Early termination of the insurance contract

Irrespective of the term of the contract, the contract will be canceled as of the date on which the original Certificate of Security Deposit Guarantee is surrendered. If the contract is terminated, any unused premium amounts for the current period of insurance shall be refunded except in the following cases:

- the contract is canceled because the risk no longer exists (total loss);
- the contract is canceled by you after a partial loss within one year of the contract being concluded.

Any amounts under CHF 5 will not be charged or credited.

Art. 5: When does the Certificate of Security Deposit Guarantee take effect?

The security deposit guarantee shall take effect upon acceptance of the offer by Zurich and payment of the first premium. The landlord will then receive the original Certificate of Security Deposit Guarantee, and the Policyholder a copy thereof.

Art. 6: Joint and several liability of co-tenants

The individuals listed on the offer as cosigners of the rental agreement shall assume joint and several liability for the obligations of the Policyholder ensuing from this contract.

Art. 7: Change in landlord

In the event that the landlord should sell the rented property subsequent to the conclusion of the HEV Security Deposit Insurance or in the event that he or she should be deprived of it as the result of debt enforcement or bankruptcy proceedings and if the rental agreement is transferred to the new purchaser along with the title to the property, claims under the HEV Security Deposit Insurance shall also be transferred to the new owner.

Art. 8: Payment of premiums

The Policyholder shall effect payment of the premium on the date specified in the Policy during the period of insurance. In the event that the Policyholder does not comply with his or her payment obligation, he or she will be notified in writing at his or her expense demanding that payment of the premium be effected within 14 days.

Art. 9: Change in premiums and deductibles

If there are any changes in premiums, Federal stamp duty, or deductibles, Zurich shall be entitled to demand adjustment of the contract from the following year of insurance.

For this purpose, Zurich shall notify the Policyholder of the new contract provisions no later than 25 days prior to the expiration of the year of insurance. The Policyholder then has the right to cancel the insurance contract in its entirety at the end of the current year of insurance. In the event that the Policyholder should choose to exercise this right, the contract shall expire at the end of the year of insurance provided that evidence is furnished with the notice of cancellation of an in-lieu rental security deposit or the original Certificate of Security Deposit Guarantee is submitted.

To be valid, notice of cancellation must be received by Zurich on the last day of the year of insurance at the latest. If the Policyholder does not give notice of cancellation, the alterations to the Policy shall be deemed to have been accepted.

Art. 10: Collection of benefits for outstanding rental amounts due and other claims under tenancy law (except for damage to the rented property)

Zurich shall disburse benefits for outstanding rental amounts due and other claims under tenancy law provided that the landlord submits one of the following documents:

- written consent of the Policyholder (= tenant),
 - or a legally effective payment order covering the rental amounts due or other claims under tenancy law asserted by the landlord against the Policyholder (= tenant),
 - or an enforceable judgment or final and absolute (legally effective) judicial dismissal of defendant's objection to execution of a judgment or a legally effective so-called Rechtsöffnungsverfügung pertaining to a claim for rental amounts due or other claims under tenancy law asserted by the landlord against the Policyholder (= tenant).
- Zurich will pay compensation to the landlord directly, to which the Policyholder consents.

Art. 11: Collection of benefits for damage to the rented property

Zurich shall provide benefits covering damage to the rented property only in the event that the Policyholder's personal liability insurance does not cover this damage. In the event that the Policyholder has no personal liability insurance coverage or the claim for damage being asserted is not covered by the personal liability insurance at all or only in part, benefits shall be paid to cover damage to the rented property provided that the landlord submits one of the following documents:

- written consent of the Policyholder (= tenant),
- or legally effective enforceable payment order covering a claim for damage to the rented property asserted by the landlord against the Policyholder (= tenant),
- or an enforceable judgment or final and absolute (legally effective) judicial dismissal of the defendant's objection to execution of a judgment or a legally effective so-called Rechtsöffnungsverfügung pertaining to a claim for damage to the rented property asserted by the landlord against the Policyholder (= tenant).

The amount of any compensation will be in keeping with the principles of tenancy law. Zurich will pay compensation to the landlord directly, to which the Policyholder consents.

Art. 12: Expiration of Zurich's obligation to provide benefits

In the event that the landlord has filed no claims with Zurich under the rental agreement within one year subsequent to expiration of same, the security deposit guarantee for the respective rental agreement shall lapse (Art. 257e Section 3 of the Swiss Code of Obligations (OR)).

Art. 13: What deductibles are applicable to this contract?

In the event that Zurich has to provide benefits covering damage to the rented property, the Policyholder shall assume a deductible of CHF 200.

Should a declaration have been made in the offer that a personal liability insurance policy exists and if, despite this, Zurich has to provide benefits under this contract for damage to the rented property, irrespective of the reasons for this, an additional deductible of CHF 500 shall apply.

The landlord shall receive the full benefit. The Policyholder will be invoiced for the deductibles.

Art. 14: Transfer of rights/right of recourse

Art. 14.1: Assumption of rights

In the event that Zurich provides benefits, it shall assume the rights of the landlord and may effect recovery against the Policyholder in the following cases:

Art. 14.2: Recovery for outstanding rental amounts due and other claims under tenancy law

Zurich shall be entitled to effect recovery against the Policyholder for benefits provided pertaining to outstanding rental amounts due and other claims under tenancy law. The Policyholder will expressly waive any and all exceptions and objections vis-à-vis Zurich with regard to the reason, amount and existence of the claims being asserted provided that one of the documents specified in Article 10 above is submitted.

Art. 14.3: Recovery for damage to the rented property

As to benefits provided for damage to the rented property, recovery will be effected only in the event of grossly negligent, intentional causing or tacit acceptance of damage and violation of the obligations set forth in Article 15 below. Recovery will also be effected for any other deductibles of other insurers paid by Zurich to the landlord.

Art. 14.4: Recovery for non-payment of premiums

In the event that premiums are not paid, Zurich shall have the full right of recovery for benefits provided to the landlord 14 days after sending the legal reminder.

Art. 15: Obligations incumbent upon the Policyholder

Art. 15.1: Damage to the rented property

The Policyholder shall immediately report any damage to the rented property to his or her personal liability insurer.

If there is no personal liability insurance policy in effect, the Policyholder shall notify Zurich immediately and furnish all information about the cause, extent and detailed circumstances of the loss, and enable such investigations as may be useful in this respect.

Art. 15.2: Expiration of the rental agreement

The Policyholder shall inform Zurich of the termination of the rental relationship within 30 days of moving out of the rented premises.

Art. 16: Payment history information

Zurich shall be entitled to contact the authorities and other information services for information concerning the Policyholder's payment history.

Art. 17: Who is the insurer?

Zurich Insurance Company, including its customer service centers as points of contact, is the service provider for the HOA security deposit insurance policy.

Art. 18: Brokers' commissions

If a third party such as a broker represents the interests of the Policyholder when concluding or administering this insurance policy, it is possible that Zurich may pay this third party commission in return for his or her services on the basis of an agreement. For more information on this, the Policyholder should contact the third party directly.

Art. 19: Written notifications

Notifications are to be sent to Zurich Insurance Company, Security Deposit, Regional Head Office for Central and Northwestern Switzerland, P.O. Box 5141, 6002 Lucerne, Switzerland.

Art. 20: Place of jurisdiction

The Policyholder or the claimant may elect any of the following as the place of jurisdiction for disputes arising on the basis of this contract:

- Zurich;
- the location of the branch of Zurich Insurance Company having a practical connection to this contract;
- the Policyholder's or claimant's Swiss domicile or residence.

Art. 21: Applicable legal provisions

The provisions of the Swiss Federal Law on Insurance Contracts of 2 April 1908 (VVG) shall apply.

**Have a claim?
0800 80 80 80**

Just call us! We are there for you.

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