

Motor vehicle insurance

Customer information
General Conditions of Insurance (GCI)



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Contents

Art.	Page	Art.	Page
Product overview	3	Accident Insurance	
Customer information	4	301 Insured persons	12
General Conditions of Insurance (GCI) Edition 01/2015	5	302 Insured accidents	12
Common provisions		303 Insurance benefits	12
1 Contractual basis	5	304 Exclusions	13
2 Period of coverage	5	305 Vehicles carrying too many passengers	13
3 Territorial scope	5	306 Offsetting liability claims	13
4 Payment of premiums and adjustment of contract	5	Roadside assistance	
5 No claims bonus	6	401 Insured vehicles	14
6 Deductibles	6	402 Insured persons	14
7 Interchangeable license plates	7	403 Insured events	14
8 Replacement vehicles	7	404 Insurance benefits	14
9 Deposit of license plates	7	405 Roadside assistance CH/FL	14
10 Obligations in the event of a claim	7	406 Roadside assistance Europe	14
11 Termination in the event of a loss	7	407 Exclusions	15
12 Consequences of breach of contract	7	408 Claims against third parties	15
13 Assignment of claims	7	Legal protection insurance	
14 Broker compensation	7	501 Insured persons	16
15 Place of Jurisdiction	7	502 Scope of insurance	16
16 Sanctions	7	503 Period of coverage and insured event	16
Third party liability insurance		504 Insurance benefits	16
101 Scope of insurance	8	505 Uninsured legal disputes	17
102 Insured persons	8	506 Reductions to benefits	17
103 Insurance benefits	8	507 Processing of cases	17
104 Exclusions	8	508 Differences of opinion	17
105 Rights of recovery	8	509 Communication language	18
Accidental damage insurance		Glossary	18
201 Scope of insurance	9	Key words	19
202 Insured events	9		
203 Insurance benefits	10		
204 Exclusions	11		

Product overview

Benefits	Passenger cars and vans	Motorcycles	Other motor vehicles ¹
Third party liability insurance			
Third party liability	●	●	●
Coverage for gross negligence	○	○	○
Work accident risk	○	–	○
Transportation of hazardous loads	○	–	○
Accidental damage insurance			
Collision	●	●	●
Coverage for gross negligence	○	○	○
Partial casco	●	●	●
Theft	●	●	●
Fire	●	●	●
Vandalism	●	●	●
Animals	●	●	●
Natural hazards	● ²	●	●
Glass	● ²	●	●
Glass PLUS	○	●	○
Martens	○	○	○
Parking damage / Parking damage PLUS	○	○	○
Items transported	○ incl. electronic devices	○ incl. electronic devices	○
Protective clothing	–	○	–
Accident insurance			
Medical expenses	●	●	●
Death, disability, daily allowance, hospital allowance	●	●	●
In other people's vehicles	●	●	●
Transported pets	●	–	–
Roadside assistance			
CH/FL	●	●	–
Europe	●	●	–
Legal protection insurance			
Vehicle legal protection	●	●	●

● Basic insurance ○ Option to basic insurance – Not insurable
The content of the policy and the General Conditions of Insurance shall apply.

¹ Trucks, buses, agricultural motor vehicles, industrial machines and other specialized vehicles.

² Minimal partial casco: Natural hazards and glass.

Customer information

The following customer information shows a clear and summarized overview of the insurer and the main contents of the insurance contract. The rights and obligations of the contracting parties arise from the proposal/offer, the policy itself, the contractual conditions and the applicable laws, especially the Swiss Federal Law on Insurance Contracts (LIC).

After acceptance of the proposal/offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal/offer.

Who is the insurer?

The insurer is Zurich Insurance Company Ltd, hereinafter referred to as Zurich, with registered office at Mythenquai 2, 8002 Zurich.

In terms of legal protection insurance, the insurer is Orion Legal Expenses Insurance Ltd, hereinafter referred to as Orion, with registered office in 4051 Basel.

Zurich and Orion are public limited corporations under Swiss law.

The address of the Liechtenstein unit of Zurich Insurance Company Ltd and Orion Legal Expenses Insurance Ltd is Zurich Insurance Company Ltd, Principality of Liechtenstein, Austrasse 79, Europark, 9490 Vaduz.

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

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

What is the premium amount?

The premium amount depends on the insured risks and the designated insurance coverage. A fee may be charged for payment in installments. All information on the premium and any applicable fees are included in the proposal/offer or in the policy itself.

Under what circumstances is the premium refunded?

If the premium has been paid in advance for a specific period of insurance and the contract is canceled before the end of the period, Zurich will refund the premium in respect of the unexpired insurance period.

The premium will not be refunded if:

- The insurance benefit was provided on the basis of the cessation of risk (total loss);
- The insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the first insurance year.

Which other obligations does the Policyholder have?

- **Increase in risk:** If an important fact changes during the term of the policy, resulting in a material increase in the risk of an insured event of a loss, then Zurich must be notified without delay.
- **Ascertainment of the facts:** The Policyholder must provide assistance for investigations relating to the insurance contract, such as increases in risk, checking benefits, etc. as well as provide Zurich and Orion with all necessary information and documentation or obtain such information from third parties for submission inclusive of written authorization for third parties to issue the appropriate information, documentation, etc. to Zurich and Orion. Zurich and Orion are also entitled to carry out their own investigations.
- **Insured event:** The insured event must be reported to Zurich without delay.

This list only contains the most common obligations. The contractual conditions and the VVG/LCA contain further obligations.

When does the insurance cover begin?

The insurance cover begins on the day stated in the proposal/ offer or in the policy itself.

If an insurance certificate has been issued, Zurich will provide provisional insurance coverage in accordance with applicable law or the terms of contract until the policy is issued.

When can Zurich adjust the insurance contract?

If there is a change in premiums, fees or terms and conditions of insurance (e.g. provisions concerning deductibles), Zurich may require an adjustment of the contract with effect from the following year of insurance.

When does the contract end?

The Policyholder can terminate the contract by giving notice:

- At the latest three months prior to the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by Zurich at the latest on the last day before commencement of the three-month 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 end on the day specified in the proposal/offer or policy;
- After every insured event for which a claim is payable; at the latest 14 days after notification that Zurich has paid (or settlement of the claim by Orion);
- If Zurich changes the premiums or the terms and conditions of insurance in accordance with art. 4.5 GCI. In this case the notice of termination must reach Zurich no later than the last day of the insurance year;
- If Zurich breaches its legal obligation to provide information as set forth in the LIC. The right of termination lapses four weeks after the Policyholder has received notification of this breach, but at the latest one year after the breach.

Zurich can 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 shall be deemed valid if it is received by the Policyholder at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for a further year. Fixed-term contracts with no renewal clause end on the day specified in the proposal/offer or policy;
- After every insured event for which a claim is payable, on condition that notice of termination is given at the latest at the same time as payment is made (or prior to settlement of the claim by Orion);
- If material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich can cancel the contract:

- If the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- In the event of insurance fraud.

This list only contains the most common possible reasons for termination. The contractual conditions and the VVG/LCA contain other possible reasons.

How do Zurich and Orion handle customer data?

Zurich and Orion process data resulting from the contractual documents or the handling of the contract. In particular, this includes physical or electronic storage of data, use of data to determine the premium, to clarify the risk, to process claims and for statistical analysis. Zurich and Orion are authorized to process the data for marketing purposes (e.g. analyses, creating customer profiles), to enrich the data with data from third party sources and to disclose the data for marketing purposes to other companies of the Zurich Insurance Group Ltd in Switzerland and to the collective foundations of the occupational retirement scheme of the Zurich Life Insurance Company Ltd. The customer profile serves to optimize service provision and the submission of tailor-made offers by the above-mentioned companies and their distribution channels. The data will be stored in hard copy or electronic format. To the required extent, Zurich and Orion shall be authorized to forward data for processing to third parties involved in handling the contract in Switzerland and abroad, in particular to co-insurers and reinsurers, and to domestic and foreign companies of Zurich Insurance Group Ltd. In order to combat fraud in motor vehicle insurance, vehicle claim information may be forwarded to SVV Solution AG (an affiliate

Customer information

of the Swiss Insurance Association) for entry in the CarClaims database. If a broker or agent is acting on behalf of the policyholder or Zurich and Orion, Zurich and Orion shall be authorized to disclose customer data to him/her for the above-mentioned purposes. Zurich and Orion are authorized to commission third parties and other companies of the Zurich Insurance Group Ltd, with the processing of the data, including sensitive personal data, especially in connection with the comprehensive or partial outsourcing of divisions and services (e.g. contract administration, payments transactions, collection, IT). Third parties and contractors (within and outside of the Zurich Insurance Group Ltd) may be based in Switzerland or abroad. If transmission of data occurs in this connection to countries where legislation for appropriate protection of the data is absent, Zurich and Orion shall guarantee the protection of the data through adequate safeguards. In addition, Zurich and Orion are authorized to obtain pertinent information from official bodies and

other third parties, in particular information pertaining to loss experience and to disclose the data to meet regulatory or statutory obligations or to protect legitimate interests. This approval is valid regardless of whether the policy is concluded. The policyholder has the right to request Zurich and Orion for the information stipulated by law concerning the processing of data pertaining to him/her.

Prompt assistance and advice is also available by calling us toll-free at 0800 80 80 80 (or +41 44 628 98 98 when calling from outside Switzerland) – worldwide and around the clock.

To ensure optimal service, we record all customer service center calls. In the event of differences the original German version of these General Conditions and Terms of Insurance shall prevail.

General Conditions of Insurance (GCI) Edition 01/2015

Common Provisions

Art. 1 Contractual basis

The rights and obligations of the parties to the contract and the scope of the insurance are stipulated in the policy, the General Conditions of Insurance (GCI) and any special conditions. A full product overview can be found on Page 3.

Furthermore, the provisions of the Swiss Federal Law on Insurance Contracts (LIC) and the provisions of Swiss road traffic legislation (RTA) shall apply.

For Policyholder with residence or registration in the Principality of Liechtenstein, the mandatory provisions of Liechtenstein Law shall take precedence in the event of deviations from these conditions.

The following types of vehicle use are only insured if this has been expressly agreed and is specified in the policy:

- Commercial transport of passengers,
- Commercial rental to self-drive customers,
- Commercial use as a driving school vehicle.

Art. 2 Period of coverage

The insurance shall commence on the day which is specified in the policy and applies to damage caused during the term of the contract. The provisions in Art. 503 apply for legal protection insurance.

If proof of insurance has been issued, Zurich shall provide provisional insurance coverage, until receipt of the policy:

- For liability claims in accordance with the legal minimum guarantee amount,
- in the accidental damage insurance, accident insurance and roadside assistance in accordance with the signed application/offer received by Zurich for a maximum duration of four weeks after the registration date. However, indemnity shall be limited to 60,000 CHF for motorcycles and 200,000 CHF for motor vehicles in the accidental damage insurance.

If an application is rejected, the provisional insurance coverage shall expire three days after the notification of rejection has been sent to the policyholder. Until the insurance coverage expires the premium is owed on a pro rata basis.

If notice of termination of contract is not served at least three months before expiration, then it shall be renewed automatically for one year. Notice of termination shall be deemed to have been served in good

time if it reaches Zurich or the policyholder not later than the last day before the three month period begins. Where an insurance period of less than one year has been agreed, the contract shall lapse automatically on the date specified in the policy.

Art. 3 Territorial scope

The insurance covers occurrences of loss in Switzerland and the Principality of Liechtenstein, the countries of Europe as well as the countries bordering the Mediterranean and the island states of the Mediterranean. In the event of sea transport, insurance coverage is not interrupted if the points of departure and destination lie within the territorial scope of coverage.

However, the insurance does not apply in the following countries: Belarus, Moldavia, Ukraine, the Russian Federation, Georgia, Armenia, Azerbaijan, Kazakhstan, Egypt, Algeria, Lebanon, Libya and Syria.

Roadside assistance is only valid for claims occurring in Switzerland and the Principality of Liechtenstein.

The insurance shall lapse if the owner gives up his/her residence in Switzerland or the Principality of Liechtenstein and takes up residence in another country (with the exception of the Principality of Liechtenstein), such lapse to take effect at the earliest when the Swiss or Liechtenstein license plates are deposited with the Road Traffic Authority, not later than at the end of the year of insurance in which the move takes place, or as soon as the insured vehicle is registered outside Switzerland or Liechtenstein.

Art. 4 Payment of premiums and adjustment of contract

4.1 Premium basics

The premium is based on the chosen scope of insurance and the particulars given by the policyholder with regard to the insured persons and the vehicle. If one of these factors should change, Zurich must be notified immediately, whereupon Zurich shall be entitled to adjust the contract to the changed circumstances.

4.2 Premium adjustments

Premiums will not be adjusted following a loss event. Reorganizations in individual cases form an exception.

With declared young drivers, the premium is progressively reduced on every premium due date until reaching age 25.

Common Provisions

4.3 Installment payment

A surcharge is payable for payment in installments. Zurich is authorized to adjust this fee on the premium due date. In this case the policyholder has the right to change the payment method. Notification from the policyholder must reach Zurich by no later than the premium due date.

4.4 Balances

The parties waive their right to call in balances of less than 5 CHF from premium invoices.

4.5 Contract amendments by Zurich

If Zurich increases the premiums or the terms and conditions of insurance, sum insured or regulation of the deductibles change, Zurich shall be entitled to change the insurance contract with effect from the following insurance year.

Zurich shall inform the policyholder of the new premiums or contract conditions no later than 25 days prior to the expiration of the insurance year. The policyholder then has the right to cancel the insurance contract in its entirety or the part affected by the amendment until the end of the current insurance year. The cancellation letter must be received by Zurich at the latest on the last day of the insurance year. If he/she does not cancel the contract, the changes to the insurance contract shall be deemed to have been accepted.

The following are not considered grounds for termination:

- Increase in charges for installments,
- Introduction of or increase in statutory charges (Swiss federal stamp tax, accident prevention fee, contributions pursuant to the Swiss Road Traffic Act),
- Legally or officially decreed contract amendments.

4.6 Consequences of default

If the policyholder is unable to meet their payment obligations, a payment request shall be issued and the policyholder shall be liable for the dunning costs and interest in arrears. The policyholder must also bear the costs that arise for Zurich as the result of a license plate revocation.

4.7 Premium reimbursement

If the contract is cancelled prematurely, Zurich shall reimburse the premium for the non-expired insurance term. Zurich reserves the right to offset other outstanding claims under this contract.

However, the premium shall remain owed for the whole insurance year:

- If the contract is cancelled in the event of total loss for which Zurich has provided compensation,
- If the policyholder terminates the contract in the first insurance year in the case of a partial loss.

Art. 5 No-claims bonus

Zurich shall grant a bonus at the end of 3 full insurance years:

- If agreed in the policy and;
- Provided no benefits were requested from the liability or collision damage insurance during this period.

The percentage rate for calculating the no-claims bonus is stated in the policy. Premiums effectively paid during the period are factored in. The bonus is paid out separately.

If benefits are requested in the event of a loss, a new period shall begin upon the onset of the following insurance year based on the date of reported loss.

The insurance year always begins on the premium due date. The first insurance year is taken into account if it lasts at least 11 months.

The following claims do not affect the no-claims bonus:

- Claims resulting from the partial casco insurance, accident insurance, roadside assistance and legal protection,
- Liability claims for which no deductible will be charged according to art. 6.3,
- Collision damage that is not the fault of the insured person and for which the full replacement value has been paid by the other party to the accident or the other party's liability insurer.

Art. 6 Deductibles

The policyholder must pay the agreed deductible for each event of a loss for which Zurich pays benefits.

6.1 Reduction of the deductible

The agreed deductible shall be reduced by 500 CHF if at the end of three full insurance years no benefits were requested from the liability or collision damage insurance.

After the lapse of a further three full, claim-free years of insurance the deductible shall be reduced for a second time by 500 CHF. However, the deductible cannot fall below 0 CHF.

From the date of the first reported loss, the deductibles agreed in the policy for third-party liability and collision damage shall apply again.

The new period shall begin upon the onset of the following insurance year based on the date of reported loss.

The insurance year always begins on the premium due date. The first insurance year is taken into account if it lasts at least eleven months.

Partial casco damage and occurrences of loss that fall under Art. 6.3 have no effect on the deductible reduction.

6.2 Recovery of the deductible

If Zurich has directly indemnified the liability claims of the injured party, the policyholder must reimburse Zurich for the indemnity payment up to the amount of the agreed deductible, irrespective of who was driving the vehicle at the time of the occurrence of loss. If the policyholder fails to comply with his/her payment obligation within four weeks of receiving notification from Zurich he/she will be requested in writing to make payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder is not heeded, the contract shall expire in its entirety by the end of the reminder period. The consequences of default pursuant to Art. 4.6 are reserved.

6.3 Removal of deductible

The deductible is removed in the liability insurance:

- If the compensation had to be paid, although no insured person was at fault (strict liability),
- For damage occurring in the case of joy rides if the owner is not to blame for the misappropriation of the vehicle,
- If the event of a loss turns out to have no consequences,
- The policyholder reimburses Zurich for the losses incurred within 30 days after he/she has received notification of settlement.

6.4 Towing vehicle and trailer

If a towing vehicle and trailer are insured with Zurich and both sustain loss or damage in the same event of a loss, you shall only be required to bear one deductible. If the deductibles differ, the higher deductible will be deducted.

6.5 Items transported and protective clothing

In general no deductible applies for items carried or protective clothing.

Common Provisions

Art. 7

Interchangeable license plates

If insurance is concluded for vehicles travelling with interchangeable license plates, it applies:

- To the full extent for the vehicle bearing the license plates in accordance with the rules;
- For the vehicle not bearing these license plates only if the damage does not occur on a road open to public traffic.

If a vehicle without the prescribed license plates causes liability damage, Zurich shall have a right of recovery against the insured persons for its benefits. No coverage shall exist in respect of all other losses.

The switch from interchangeable to individual plates (or vice versa) may result in a change in the premium.

Art. 8

Replacement vehicles

If the competent public authority has given the owner permission to use a replacement vehicle instead of the insured vehicle and with its license plates, the liability, accident, legal protection insurance and roadside assistance will only cover the replacement vehicle. The accidental damage insurance is valid for an equivalent replacement vehicle and shall remain in force for the replaced vehicle with the exception of collision damage (Art. 202.1).

Art. 9

Deposit of license plates

If the license plates of the insured vehicle have been deposited with the competent public authority, the insurance will be suspended from the date when the license plates were deposited until the license plates for the insured vehicle are re-obtained in full.

For the duration of the suspension, but for no longer than 12 months, the liability and accidental damage insurance shall remain valid with the same scope of coverage. Liability and collision damage (including collision with animals) is however only covered if the damage does not occur on public roads. The accident and legal protection insurance as well as the roadside assistance will remain completely dormant.

Zurich shall grant a suspension reduction in the amount of the premium accruing for the suspension period.

The contract is automatically cancelled if the license plates have not been redeemed within 12 months of being deposited.

Art. 10

Obligations in the event of a claim

10.1 Obligation to notify

The insured person is obliged to report the occurrence of loss to Zurich or Orion immediately by telephone or in writing and to support all investigations, in particular to issue the necessary powers of attorney and to hand over all the relevant documents. Zurich or Orion may, if necessary, request a written notification of claim.

The police must be notified in the following cases:

- Accidents involving bodily injury,
- Theft,
- Damage caused by animals (notifying gamekeepers is also admissible).

In all other cases Zurich may in the particular case request a police report.

Zurich may demand that the insured file criminal charges.

10.2 Liability insurance

Zurich shall conduct negotiations with the injured party. In the case of accidents abroad Zurich is authorized to entrust third parties with claims handling. The settlement of the claims of injured parties by Zurich shall in all cases be binding on the insured persons.

The insured may not recognize the claims of the injured party or make payments. Responsibility for conducting civil actions rests with Zurich.

10.3 Accidental damage insurance

Zurich shall be given the opportunity to inspect the damaged vehicle before and after the repairs. Otherwise, the benefit may be reduced or not paid at all.

If **Help Point PLUS** has been agreed, the insured must report the accidental damage by telephone or contact a help point so that Zurich can organize the claim settlement and arrange for the repair to be carried out at a garage specified by Zurich. If there should be any breach of this provision, the insured shall pay an additional deductible of 500 CHF.

10.4 Roadside assistance

In order to be able to claim benefits under roadside assistance, Zurich must be immediately informed of the event by phone. If an insured assistance measure is not organized, arranged or carried out by Zurich, the obligation to pay indemnity for this measure shall lapse.

Art. 11

Termination in the event of a loss

Following each event of a loss for which insurance benefits are payable, Zurich may terminate the contract no later than 14 days after payment of the indemnity (or prior to settlement of the claim by Orion); the policyholder may do likewise no later than 14 days after he/she has received notification of payment (or settlement of the claim by Orion).

If the contract is terminated coverage will lapse 14 days after receipt of notice of termination.

Art. 12

Consequences of breach of contract

If obligations are violated by an insured person no benefits will be paid by Zurich or Orion. This disadvantage will not occur if the breach can be regarded as not being anyone's fault in consideration of the circumstances. Missed premium payments due to the premium payer's insolvency shall not be covered by this provision, i.e. they will not be considered a non-culpable act or omission.

Art. 13

Assignment of claims

Before they have definitely been ascertained, the rights to the insured benefits may neither be assigned nor pledged without Zurich's explicit agreement.

Art. 14

Broker compensation

In the event that a third party, e.g. a broker representing the interests of the policyholder in relation to the conclusion of or advice about this insurance contract; Zurich may make payments to this third party in consideration of their activities on the basis of an agreement. The policyholder should contact the third party if he would like further information on this.

Art. 15

Place of Jurisdiction

In the event of disputes arising from this contract, the policyholder or beneficiary may elect one of the following as the place of jurisdiction:

- Zurich (Zurich) or Basel (Orion),
- The Swiss or Liechtenstein place of residence or head office of the policyholder or beneficiary, but not a different place of residence or head office abroad.

Art. 16

Sanctions

Zurich will not provide any insurance benefits if, thereby, any applicable trade or economic sanctions would be violated.

Third party liability insurance

Art. 101 Scope of insurance

101.1 Insured third-party liability and damage

The insurance covers claims for damages which are made against an insured person by virtue of the statutory liability provisions in respect of:

- Death of or injury to persons (bodily injury),
- Destruction of or damage to property (property damage).

Causes of damage

The insurance covers damage:

- Due to the operation of the insured motor vehicle and any trailers or vehicles pulled or towed by it;
- Due to traffic accidents caused by these vehicles when they are not in operation;
- As a result of assistance being given after accidents involving these vehicles.

The following losses are also insured:

- When climbing into or out of the motor vehicle;
- When mounting or dismounting the motorcycle;
- When opening or closing the doors, the hood, the sunroof or the trunk;
- By an unhitched trailer;
- When coupling or uncoupling a trailer or a towed vehicle.

101.2 Loss prevention costs

If, because of an unforeseen event, the occurrence of an insured loss is immediately imminent, the coverage shall also cover those costs which the insured person incurs in taking appropriate measures to prevent this loss.

101.3 Gross negligence coverage

If additionally agreed in the policy, Zurich shall dispense with exercising its right of recovery against the insured if the occurrence of loss is caused as a result of gross negligence. However, Zurich shall exercise its right of recovery against the insured if the damage:

- Is caused when in a state of inebriation or when unfit to drive or
- Due to particularly flagrant disregard of the speed limit, hazardous overtaking or participation in an illegal race with motor vehicles pursuant to Article 90, paragraph 3 Swiss Road Traffic Act (RTA).

When exercising its right of recovery the severity of the negligence and the financial circumstances of the person against whom the right of recovery is exercised will be taken into account.

Art. 102 Insured persons

The insurance covers the policyholder, the owner and the persons for whom the owner is responsible under the road traffic legislation.

Art. 103 Insurance benefits

Zurich shall pay justified claims and protect the insured against unjustified claims.

The benefits payable by Zurich shall be limited to 100 million CHF per event, including any interest on the loss or damage, lawyers' fees and court costs.

The amount of the benefits payable for any bodily injury and property damage caused by fire, explosion or nuclear energy, as well as for the cost of loss prevention measures shall be limited to a total of 5 million CHF per occurrence of loss – subject to Art.104.7.

Where the Swiss road traffic legislation provides for higher guarantee, this shall apply and is deemed the maximum benefit payable by Zurich.

Art. 104 Exclusions

No insurance coverage is provided for:

104.1 Property damage

Claims due to property damage suffered by the owner, damage to the insured vehicle or trailer, as well as damage to items attached to or conveyed in these vehicles. This coverage also includes damage to items which other persons carry with them;

104.2 Races and similar rides

Claims arising from accidents at races, rallies and similar competitions, as well as all rides on racetracks including associated secondary tracks. However, in the case of events of this type within Switzerland and/or in the Principality of Liechtenstein, third-party claims within the meaning of Art. 72, para. 4 of the Swiss Road Traffic Act are only excluded if the event in question is covered by the compulsory statutory insurance;

104.3 Unlawful trips

the third-party liability of the driver who does not hold the legally required learner driver's or driver's license, drives without the prescribed accompanying person or gives lifts to individuals illegally or of persons who surrender the insured vehicle to the driver, although they should have been able to detect these deficiencies;

104.4 Unauthorized trips

The third-party liability in connection with trips that have not been legally or officially authorized and the third-party liability of persons who have used the vehicle entrusted to them for trips for which they were not authorized to undertake;

104.5 Joy rides

The third-party liability of persons who have misappropriated the insured vehicle and the liability of the driver who knew or could have known that the vehicle had been misappropriated;

104.6 Criminal offences

Claims arising from accidents in connection with the intentional or attempted commission of criminal offences and misdemeanors;

104.7 Nuclear energy

Claims arising out of damage for which liability is subject to the legislation on nuclear energy.

Art. 105 Rights of recovery

The legal provisions give the injured party the right to make his/her claims directly against Zurich. For this reason, the exclusions under

- Art. 104.3 Unlawful trips,
 - Art. 104.4 Unauthorized trips,
 - Art. 104.5 Joy rides,
 - Art. 104.6 Criminal offences
- cannot be held against the injured party.

If legal or contractual reasons limit the insurance coverage (e.g. trips in a state of inebriation) or annul the insurance coverage (e.g. trips without the legally required driver's license), Zurich may demand the return of part or all of the costs it has incurred from the insured. Likewise, Zurich may demand the return of the costs it has incurred if it has to render benefits although the insurance has already expired.

Accidental damage insurance

Art. 201

Scope of insurance

201.1 Vehicle

The insurance covers damage caused against the policyholder's will to the declared vehicle as well as to spare parts, equipment and accessories.

201.2 Equipment and accessories

In the case of passenger cars, vans and motorcycles, equipment and accessories which do not form part of the standard equipment and which are purchased at extra charge are also insured for up to 10% of the catalog price – without any special agreement. The insurance does not cover accessories that can also be used independently of the vehicle.

In the case of all other motor vehicles, extras and special equipment are only included in the insurance if they are declared at their replacement cost in the application/offer. If these values and/or the catalog price are declared at an amount that is too low, the insurance benefits shall be reduced proportionally.

Art. 202

Insured events

Depending on what is agreed, insurance coverage includes the following events of collision and partial casco:

202.1 Collision

The insurance covers damage caused by sudden and violent external means, i.e. in particular damage caused by impact, collision, rollover, falling, or sinking in, even if such damage is the consequence of damage due to the operation of the vehicle, breakage or wear and tear; likewise, damage caused by willful acts of third parties. Coverage shall further include alignment damage to the vehicle as a result of tilting, loading or offloading operations even without external causes.

202.2 Coverage for gross negligence

If the collision damage is caused due to gross negligence, Zurich will not reduce the benefits.

However, if the damage is caused while under the influence of alcohol or while being unfit to drive, without this being a case of the type described in Art. 204.6, the benefits shall be reduced depending on the gravity of the fault.

202.3 Partial casco

a) Theft

The insurance covers the loss, destruction of or damage to the vehicle as a result of theft, use without permission or robbery in terms of criminal law. This list is exhaustive and conclusive.

The insurance also covers damage to the vehicle due to attempted theft, attempted use without permission or attempted robbery.

Use without permission by persons living in the same household as the policyholder is not considered to be loss or damage resulting from theft.

b) Fire

The insurance covers damage to the vehicle caused by fire, explosion, lightning, short circuits and fire extinguishing activities.

Singeing damage, however, is not insured.

Damage to electronic and electrical appliances and components is only insured if it has not been caused by an internal defect.

During the period of warranty fire damage is only insured if no claims can be made under the warranty.

c) Natural hazards

The insurance covers loss or damage as a direct consequence of:

- Storm (= wind of a velocity of at least 75 km/h), hail,
- High water, floods,
- Rockslides or falling stones, landslides,
- Avalanches, snow slides, falling ice, snow pressure.

All other loss or damage caused by natural hazards is excluded. The insurance also covers loss or damage caused by falling aircraft such as airplanes, spacecraft or parts thereof.

d) Glass

The insurance covers loss or damage due to breakage of the windshield, side, roof and rear windows made of glass or other materials used as a glass substitute. The list is exhaustive and conclusive.

The scope of coverage for motorcycles corresponds to the Glass PLUS option.

No indemnity will be paid under Glass or Glass PLUS if the total repair costs (costs of glass and other repair costs) reach the replacement value of the declared vehicle or if the damaged vehicle components cannot be replaced or repaired.

e) Animals

The insurance covers damage caused by collisions between the declared vehicle and animals. Damage caused by evasive maneuvers does not constitute damage caused by animals, but collision damage within the meaning of Art. 202.1.

f) Vandalism

The insurance covers the willful:

- Breaking off of antennas, rearview mirrors, windshield wipers or trim,
- Painting or spraying – but not scratching– the paintwork,
- Puncturing the tires,
- Slashing the convertible roof,
- Pouring damaging substances into the fuel tank.

This list is exhaustive and conclusive.

202.4 Supplementary partial casco insurance

a) Glass PLUS

Supplementary to Art. 202.3 d) Glass, the insurance shall cover loss or damage due to breakage of all vehicle parts made of glass or materials used as glass substitutes. Light bulbs are also included in the insurance if they are destroyed in the event of glass breakage.

b) Martens

The insurance covers damage and consequential damage to the declared vehicle caused by the gnawing of martens or rodents.

c) Parking damage

Coverage extends to damage to the declared vehicle while it is parked, caused by unknown vehicles or persons. There is a limit of two events of a loss per calendar year; the date when the Policyholder reports the claim is decisive. The maximum amount is limited to 1000 CHF per event of a loss.

Parking damage PLUS

If Parking damage PLUS insurance has been agreed, this limit shall not apply.

Accidental damage insurance

d) Items transported in the vehicle

Insurance coverage exists if the transported items of the passengers/users:

- Are damaged at the same time as the declared vehicle,
- Are stolen through the violent opening of the completely locked vehicle or theft-proof containers attached to the vehicle.

Sound, image and data carriers, computer hardware and software, all TV, communication and navigation equipment as well as commercial goods and items used for carrying out a trade or profession are only insured if the declared vehicle is a passenger car, van or motorcycle.

The following items are not insured: cash; bank and postal debit cards, store cards, and credit cards; travel tickets and passes; securities; savings books; precious metals; items of jewelry; motor vehicles, as well as any hardcopy or electronically stored data files or records. Nor shall any indemnity be paid for animals and items of sentimental value. Protective clothing for motorcycles is deemed not to be as items transported.

e) Protective clothing (for motorcycles)

The insurance covers the theft of and damage to the protective clothing of the driver of the insured motorcycle and of any passengers.

Protective clothing includes helmets, motorcycle suits including protectors, safety suits, boots and gloves. This list is exhaustive and conclusive.

Insurance coverage extends to:

- Damage or destruction that is directly related to an accident involving the motorcycle being used; purely optical damage that does not impair the protective effect of the clothing is not insured;
- Theft, provided that the items insured are in fully locked containers (storage area/storage compartment) firmly attached to the motorcycle and secured against theft; the theft of helmets is also insured if they are secured to the motorcycle with a helmet lock.

In addition, insurance coverage includes the Policyholder and/or persons living in the same household if they are the drivers or passengers of any motorcycle.

Art. 203 Insurance benefits

203.1 Partial loss

If the vehicle is damaged through an insured event, Zurich shall pay the reasonable costs of repair, taking into consideration the condition and age of the vehicle.

Policyholders may use the repair shop of their choice. However, this does not apply where Help Point PLUS has been agreed. If Zurich cannot reach an agreement with the repair shop commissioned by the Policyholder concerning the proposed cost estimate, Zurich reserves the right to obtain an additional quote from a recognized and reputable repair shop and to discharge its obligation by paying the estimated costs to the Policyholder.

If lack of maintenance, wear and tear or preexisting damage has substantially increased the costs of repair or if the repair has substantially improved the condition of the vehicle, the Policyholder shall bear a reasonable portion of these costs.

Tires shall be indemnified on the basis of their degree of wear.

If the claimant is entitled to pre-tax deductions, the value-added tax component shall be deducted.

If payment is made without any repairs being carried out, the calculated repair costs shall be reimbursed exclusive of VAT.

203.2 Total loss

Zurich shall pay benefits according to the compensation table below if:

- The costs of repair in the first two years amount to at least 65% of the indemnity listed in the table below,
- The costs of repair reach at least the replacement value after more than two years of service,
- The vehicle that has been used without permission is not recovered within 30 days of Zurich receiving notification of the theft.

Compensation table

Year of service	as a % of the replacement value as new*
during the 1st year	100%
during the 2nd year	95%-85%
during the 3rd year	85%-75%
during the 4th year	75%-65%
during the 5th year	65%-55%
during the 6th year	55%-45%
during the 7th year	45%-40%
more than 7 years	Replacement value

*declared catalog price and accessories

The replacement value is the amount that would have to be paid on the date of the loss or damage in order to purchase a similar vehicle of equivalent value on the open market. If no agreement can be reached regarding the replacement value, the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall apply.

If the indemnity is higher than the price that was paid for the vehicle, only the price paid shall be reimbursed, but this shall be no less than the replacement value. If the replacement value is higher than the original new value, the latter shall be the maximum indemnity.

Preexisting, but unrepaired damage shall be deducted from the indemnity.

The benefit shall always be reduced by the value of the unrepaired vehicle or accessories. If this amount is not deducted from the maximum liability, the wreck shall become the property of Zurich when payment is made.

These conditions shall apply accordingly to individual items of equipment and accessories, excluding tires.

If the claimant is entitled to deduct input tax, the value-added tax component shall be deducted.

203.3 Costs

In the occurrence of an insured loss event, Zurich shall pay the cost of:

- Recovering and towing the vehicle to the nearest suitable garage;
- Damage to the interior of the car caused while rendering assistance to accident victims;
- The return transport of the vehicle to Switzerland. This does not apply:
 - in the event of a total loss;
 - If the repair can be carried out locally;
 - If the vehicle can be returned by the Policyholder, the owner or the driver;
 - If other third parties are liable for the costs;
- The customs duty.

Accidental damage insurance

203.4 Indemnity in the event of the theft of the vehicle

If a vehicle that has been taken without permission is recovered within 30 days of Zurich receiving notification of the theft, Zurich will bear the costs of any necessary repair, except in the case of a total loss.

203.5 Items being transported and protective clothing

Zurich shall pay the costs of repair, but no more than the following amounts:

- In the case of items being transported the amount necessary in order to purchase an item of equivalent value at the time of the occurrence of loss. The maximum liability shall be reduced by the residual value;
- In the case of protective clothing in the first two years after purchase of the new item, the amount necessary to purchase a new item of equivalent value at the time of the occurrence of loss; after that the indemnity will be reduced to 75% of the actual price of replacing the item.

The insurance benefits shall be limited to the specified sum insured in the policy.

The stolen items shall become the property of Zurich once payment has been made.

If stolen articles are subsequently recovered, the indemnity, less the compensation for any reduction in value, shall be repaid to Zurich, or the items placed at Zurich's disposal.

203.6 Motorized mobile homes and campers/trailers

The costs of repair will only be indemnified if the damage is fully repaired and proof of repair can be provided in the form of an invoice. If no repairs are carried out, the benefits shall be limited to the vehicle's loss in value.

203.7 Reduction of benefits

Zurich shall be entitled to reduce or refuse benefits insofar as it is entitled to do so under the Swiss Federal Law on Insurance Contracts (VVG/LIC).

If the insured event has been caused through gross negligence or intent by someone living in the same household as the Policyholder or claimant, Zurich reserves the right to reduce or refuse benefits to the amount that would be payable if the damage had been caused by the Policyholder or the claimant.

Art. 204 Exclusions

The insurance does not cover:

204.1 Damage due to vehicle operation

- Loss or damage due to vehicle operation, breakage and wear and tear;
- Damage due to inappropriate handling and due to the use of inappropriate fuels or fluids;
- Damage due to lack of oil;
- Damage due to lack of or the freezing of coolant;
- Damage exclusively affecting the tires or the batteries;
- Damage caused by loaded goods (except following an event insured due to collision);

204.2 Depreciation in value and loss of use

Depreciation in value (reduction in the market value) due to a repair, reduced power or serviceability of the vehicle as well as loss of use;

204.3 Races and similar rides

Loss or damage which occurs while taking part in motor races, rallies and similar competitions, as well as any driving on racetracks, including any secondary tracks, and also while the vehicle has been requisitioned by the authorities;

204.4 Illegal driving

Loss or damage caused while the vehicle is being driven by a driver who is not in possession of the learner's license or driver's license as required by law or who is driving without being accompanied by an appropriate person as the law requires or who is unlawfully carrying passengers, provided that the insured person should have been aware that this was the case;

204.5 Unauthorized driving

Damage if, journeys are not permitted by law or not allowed by the authorities;

204.6 Alcohol/infringement of traffic regulations

Damage if, at the time of the accident, the driver has a blood alcohol level of 1.6‰ (minimum value) or more or is unfit to drive due to the influence of medication with a narcotic effect or the influence of drugs. If an alcohol breath test has been performed, the same applies for a breath alcohol concentration of 0.80 mg/l or more. Likewise, damage caused by particularly flagrant disregard for the permissible speed limit, hazardous overtaking or participation in an illegal race with motor vehicles within the meaning of Article 90, paragraph 3 of the Swiss Road Traffic Act (RTA);

204.7 Special events of theft

- Theft of fuel;
- The theft, of a motorcycle if the vehicle was kept outside, in a collective garage or in an unlocked room or without an activated steering column lock;

204.8 Criminal offences

Damage in connection with the intentional or attempted commission of criminal offences and misdemeanors;

204.9 State of emergency

Losses of damage arising from warlike events, violations of neutrality, revolution, rebellion, insurrection as well as in the event of earthquakes, volcanic eruptions or damages resulting from nuclear stations or devices, unless it can be proved that the loss or damage has no connection with these events;

Losses or damage in the event of civil unrest (acts of violence against individuals or objects at riotous assemblies, riots or disturbances) unless it can be credibly shown that reasonable precautions were taken to prevent such damage.

Accident insurance

Art. 301

Insured persons

301.1 Insured persons under the policy

The insured persons are the persons mentioned in the policy.

301.2 Helpers at accidents and breakdowns

The insurance covers individuals who render assistance to passengers/users at accidents or breakdowns of the insured vehicle. However, the insurance does not cover individuals who render such assistance in a professional capacity or in an official function (such as police, paramedics, employees in the automotive industry, official roadside assistance, etc.).

301.3 Persons travelling in other people's vehicles

If the Policyholder and/or persons living in the same household should suffer an accident as the driver or passenger in a motor vehicle belonging to someone else (passenger cars and vans with a total weight of not exceeding 3500 kg and no more than 9 seats) the following benefits are insured:

In the event of death 30,000 CHF

In the event of disability 60,000 CHF

Multiple registered vehicles in the same household with passenger accident insurance only entitle the insured person to claim these benefits once.

Vehicles registered in the name of a person living in the same household are not considered to be «other people's vehicles.»

The insurance applies worldwide, but for a maximum of six weeks after leaving the territorial area of application.

Art. 302

Insured accidents

The insurance covers accidents suffered by the insured persons when using the insured vehicle or when using other people's vehicles and also when rendering assistance to other road users.

Accidents are deemed to be any bodily injury within the meaning of the Swiss Federal Law on Accident Insurance (UVG).

The following are deemed equivalent to accidents:

- The involuntary inhalation of gases, fumes or vapors,
- Frostbite, heat-stroke, sun-stroke, as well as damage to health through ultraviolet rays (with the exception of sunburn) or drowning.

Art. 303

Insurance benefits

Zurich shall pay the benefits listed in the policy as follows:

303.1 In the event of death

If an insured person dies as a result of an accident, Zurich shall pay the agreed sum insured to the following beneficiaries in the following order of entitlement:

1. The spouse or registered partner,
2. The children, in equal shares,
3. The parents, in equal shares,
4. The grandparents, in equal shares,
5. The siblings in equal shares.

If there are no entitled beneficiaries, only the funeral costs shall be paid in an amount of up to 30% of the lump-sum death benefit.

If an insured person dies as the result of an accident and leaves at least one child who is a minor the lump-sum death benefit shall be increased by 50%.

303.2 In the event of disability

If an insured person becomes disabled as a result of an accident, Zurich shall pay the agreed indemnity. This shall depend on the degree of disability and the provisions of the Swiss Federal Law on Accident Insurance (UVG). The degree of disability can never be more than 100%.

Temporary damage to health will lead to an appropriate reduction in the benefit once the degree of disability has been determined.

The degree of disability shall be determined on the conclusion of medical treatment but no later than 5 years after the date of the accident and shall be indemnified as follows:

Degree of disability	Benefit %	Degree of disability	Benefit %
100	225	62	111
99	222	61	108
98	219	60	105
97	216	59	102
96	213	58	99
95	210	57	96
94	207	56	93
93	204	55	90
92	201	54	87
91	198	53	84
90	195	52	81
89	192	51	78
88	189	50	75
87	186	49	73
86	183	48	71
85	180	47	69
84	177	46	67
83	174	45	65
82	171	44	63
81	168	43	61
80	165	42	59
79	162	41	57
78	159	40	55
77	156	39	53
76	153	38	51
75	150	37	49
74	147	36	47
73	144	35	45
72	141	34	43
71	138	33	41
70	135	32	39
69	132	31	37
68	129	30	35
67	126	29	33
66	123	28	31
65	120	27	29
64	117	26	27
63	114	25 and less*	

* Indemnity according to the degree of disability.

Accident insurance

303.3 Daily allowance

Zurich shall pay the agreed daily allowance if the insured person is unable to work and this is confirmed by a medical certificate; the allowance shall also be paid on Sundays and public holidays. The daily allowance shall be reduced appropriately in the case of partial inability to work. The daily allowance shall be paid for a maximum of 730 days within 5 years of the accident date and/or only until disability payments begin.

303.4 Daily allowance in case of hospitalization

During any necessary stay at a hospital or health retreat prescribed by a physician, Zurich shall pay the agreed daily allowance, in addition to the other benefits for a maximum of 730 days within 5 years of the accident date.

303.5 Medical expenses

For a period of 5 years from the date of the accident Zurich shall indemnify the injured person for the necessary costs of:

- Treatment given or prescribed by a doctor or dentist,
- In-patient treatment in the private ward of a hospital,
- Sanatorium cures prescribed by a doctor,
- The daily deduction made under social security law for maintenance costs while staying at hospitals and clinics,
- Home nursing care prescribed by a doctor,
- Psychological treatment by a qualified physician or psychologist up to a maximum of 2000 CHF; furthermore medically prescribed training in safe driving or medically prescribed driving lessons from a qualified driving instructor up to a maximum of 1000 CHF insofar as such measures become necessary in connection with a traffic accident with the insured vehicle,
- The cost of renting mobility aids and appliances for patients,
- The initial purchase of prostheses, spectacles, hearing aids and orthopedic aids and appliances or the costs of their repair or replacement (replacement cost) if they are damaged or destroyed due to an event that results in medical treatment being needed,
- Transportation by aircraft, if this is absolutely essential for medical or technical reasons,
- Search operations up to a maximum of 10,000 CHF per insured person,
- Operations for the rescue of the insured persons or operations to recover bodies.

If the insured person is also entitled to benefits under a social security scheme, Zurich will only bear the costs that are not covered under such insurance.

303.6 Insured Pets

If pets being transported in the insured passenger car or motorized mobile home are injured, Zurich shall pay the necessary expenses for veterinary treatment up to a maximum of 5000 CHF per event.

Art. 304

Exclusions

The following are not insured:

- Accidents on journeys where the vehicle is being used without authorization (joyriding etc.) as well as
- Events in accordance with
 - Art. 204.3 Races and similar rides,
 - Art. 204.4 Illegal driving,
 - Art. 204.5 Unauthorized driving,
 - Art. 204.6 Alcohol/violation of traffic regulations, insofar as the driver's claims are affected,
 - Art. 204.8 Criminal offences,
 - Art. 204.9 State of emergency.

Art. 305

Vehicles carrying too many passengers

If, at the time of the accident, the number of passengers is greater than the number allowed by the authorities, the indemnity shall be reduced proportionately, except in the case of medical expenses.

Art. 306

Offsetting liability claims

The passenger benefits for death, disability, the daily allowance and the daily allowance for hospitalization shall be paid out in addition to benefits due under third party liability insurance.

These passenger benefits, however, shall be offset against the indemnity for liability claims if the benefits in the event of liability can be partially or entirely recovered from the owner or the driver.

Roadside assistance

Art. 401

Insured vehicles

The insurance covers the motor vehicles specified in the policy up to a total weight of 3500 kg, irrespective of the driver entitled to drive the vehicle.

Trailers drawn by the insured motor vehicle are also covered. This applies even if only the trailer is affected by the breakdown.

The insurance does not cover:

- Vehicles used for commercial passenger transport;
- Replacement vehicles that are not used with the insured license plates;
- Vehicles that are used with dealer plates.

Art. 402

Insured persons

The insurance covers the driver and the passengers of the vehicles declared in the policy.

Art. 403

Insured events

Insurance coverage is provided if the insured vehicle can no longer be used due to:

- A breakdown,
- Accidental damage.

A breakdown also includes the loss of keys or leaving the key in the locked vehicle, the failure of the electronic locking device to open or damage to the key or the lock.

Accidental damage relates to a collision, damage caused by fire, natural hazards, glass breakage, martens or parking damage as well as vandalism and theft or attempted theft.

Art. 404

Insurance benefits

Depending on the agreement, insurance coverage comprises of roadside assistance CH/FL or roadside assistance Europe.

Art. 405

Roadside assistance CH/FL

Roadside assistance CH/FL comprises the following benefits:

405.1 On-the-spot assistance

Organization and the cost of restoring roadworthiness provided that this is possible at the roadside. In this context the insurance covers the cost of replacing sundry parts, such as cables, clamps, tubes, fuses, etc. (excluding the battery). No further repair costs are insured;

405.2 Recovery costs

Any necessary recovery costs for a motor vehicle and/or the trailer;

405.3 Towing costs

The insurance covers towing costs to the nearest garage suitable for the repair if roadworthiness cannot be restored at the roadside;

405.4 Storage charges

The insurance covers storage charges if the vehicle can no longer be used;

405.5 Additional costs

If the vehicle can no longer be used, Zurich will pay the costs of:

- The onward journey and return journey by public transport or taxi;
- Necessary accommodation;
- Unused services booked for the stay;
- The transportation of the repaired vehicle in Switzerland;
- The repatriation of the unrepaired vehicle to Switzerland, if the vehicle is to be repaired, but this cannot be done locally;

405.6 Replacement driver

The costs of a chauffeur to return the vehicle, together with the passengers, if the driver is no longer able to drive the vehicle due to death, serious illness or unknown whereabouts and no other passenger is in possession of a driver's license, or if the passengers are incapable of driving the vehicle as a result of the emergency situation;

405.7 Loss of keys

The costs of:

- On-the-spot roadside assistance;
- Towing the vehicle to the nearest repair shop;
- Retrieving or forwarding the spare key;
- Continuing the journey by public transport and the cost of accommodation if the key has been lost.

This list is exhaustive and conclusive.

The insurance does not cover the costs of alterations to the vehicle locks;

405.8 Lack of fuel, empty battery

The costs of restoring roadworthiness (without fuel costs) or, in the case of electric vehicles, the cost of towing the vehicle to the nearest charging station, if the vehicle comes to a standstill on the road due to a lack of fuel or an empty battery.

If the vehicle has been refueled with the wrong fuel, the insurance will cover the cost of towing it to the nearest garage.

Consequential damage, such as damage to the engine and the catalytic converter, is not included.

405.9 Limitation of benefits for roadside assistance CH/FL

Roadside assistance benefits CH/FL are limited to a combined amount of 1000 CHF for all persons per insured event.

Art. 406

Roadside assistance Europe

The insurance covers roadside assistance within Europe as set out by the territorial limits in art.3 and extends the following benefits:

406.1 On-the-spot assistance

Organization and the cost of restoring roadworthiness provided that this is possible at the roadside. In this context the insurance covers the cost of replacing sundry parts, such as cables, clamps, tubes, fuses, etc. (excluding the battery). No further repair costs are insured;

406.2 Recovery costs

The necessary recovery costs of a motor vehicle and/or the trailer up to a maximum of 2000 CHF;

406.3 Towing costs

The insurance covers towing costs to the nearest garage suitable for the repair if roadworthiness cannot be restored at the roadside;

406.4 Storage charges

The insurance covers storage charges up to a maximum of 500 CHF if the vehicle can no longer be used;

Roadside assistance

406.5 Additional costs

If the vehicle can no longer be used, Zurich will pay the costs of:

- An equivalent replacement vehicle (if available) for the stated duration of the repair work;
- The onward journey and return journey by public transport or taxi;
- Necessary accommodation;
- Unused services booked for the stay;
- The transportation of the repaired vehicle in Switzerland;
- The repatriation of the unrepaired vehicle to Switzerland, if the vehicle is to be repaired, but this cannot be done locally.

The insurance does not cover refueling costs or costs resulting from damage to the rental car.

If it is not possible to organize a rental car, because the rental company's requirements are not met for instance (minimum age, credit card, etc.), the insurance will pay the costs of public transport.

The additional costs within the entire territorial limits will be borne up to a maximum sum of 5000 CHF;

406.6 Replacement driver

The costs of a chauffeur to return the vehicle, together with the passengers, if the driver is no longer able to drive the vehicle due to death, serious illness or unknown whereabouts and no other passenger is in possession of a driver's license, or if the passengers are incapable of driving the vehicle as a result of the emergency situation;

406.7 Loss of keys

The costs of:

- On-the-spot roadside assistance;
- Towing the vehicle to the nearest repair shop;
- Retrieving or forwarding the spare key;
- Continuing the journey by public transport and the cost of accommodation if the key has been lost;
- continuing the journey by public transport and the costs of accommodation up to a maximum of 2000 CHF;

This list is exhaustive and conclusive.

The insurance does not cover the costs of alterations to the vehicle locks;

406.8 Lack of fuel, empty battery

The costs of restoring roadworthiness (without fuel costs) or, in the case of electric vehicles, the cost of towing the vehicle to the nearest charging station, if the vehicle comes to a standstill on the road due to a lack of fuel or an empty battery.

If the vehicle has been refueled with the wrong fuel, the insurance will cover the cost of towing it to the nearest garage.

Consequential damage, such as damage to the engine and the catalytic converter, is not included;

406.9 Additional costs for transporting pets

The insurance covers the additional costs of transporting dogs or cats traveling with the insured person up to a maximum of 1000 CHF;

406.10 Car ferries, car trains

If a car ferry or car train is missed due to an insured event, Zurich shall pay the following additional costs up to a maximum of 1000 CHF for:

- The additional costs for new tickets for car ferries or car trains;
- The costs of the unused services booked for the insured person's stay;

406.11 Shipping costs for spare parts

The shipping costs for spare parts if repairs are carried out abroad so that the journey can be continued;

406.12 Establishing the extent of damage

Where necessary, investigations by the emergency call center to assess the conditions for the repatriation of the vehicle. The costs of such investigations are limited to 500 CHF;

406.13 Repatriation of the vehicle from abroad

The costs for the repatriation of the repaired, unrepaired, no longer usable or recovered vehicle from abroad to the insured person's permanent place of residence. However, such costs shall be limited to the current value of the vehicle after the occurrence of the insured event. The repatriation of the unrepaired vehicle is only covered by the insurance if the vehicle is to be repaired;

406.14 Customs duty / scrapping fees for a vehicle abroad

In the event of a total loss, the costs of customs duty and the transport of the vehicle to the nearest scrap yard, including the scrapping costs.

Art. 407 Exclusions

The following is not included in the entire roadside assistance:

- Third-party recovery claims and/or
- Events in accordance with the following:
 - Art. 204.3 Races and similar rides,
 - Art. 204.4 Illegal driving,
 - Art. 204.5 Unauthorized driving,
 - Art. 204.6 Alcohol/violation of traffic regulations,
 - Art. 204.8 Criminal offences,
 - Art. 204.9 State of emergency.

Art. 408 Claims against third parties

If an insured person has legal or contractual claims against other insurers and/or third parties, or if patronage benefits are provided for, insurance coverage for all roadside assistance shall be limited to that part of the benefits in excess of that provided by the other insurer and/or third party.

In such cases an advance on the insured benefits may be granted. However, beneficiaries shall assign their claims against the insurer and/or third parties to Zurich in the amount of the advance.

Legal protection insurance

Art. 501

Insured persons

The insurance shall cover:

- The Policyholder as the owner, keeper, driver, or passenger of the insured motor vehicle as well as persons, who provide assistance after accidents,
- Any drivers authorized to use the insured motor vehicle (except persons renting the vehicle) as well as any passengers traveling with them on journeys made with said motor vehicle.

Art. 502

Scope of insurance

Orion Legal Expenses Insurance Ltd. shall provide the insured with legal protection in the following areas of law:

502.1 Law of damages

Assertion of non-contractual claims for damages with regard to damage to property or personal injury (physical injury/death) as well as financial losses directly resulting from such damage that the insured person suffers in traffic accidents (excluding offences relating to libel);

502.2 Criminal charges

Filing of criminal charges if this is necessary for the enforcement of the claims for damages listed above by an insured person (excluding offences relating to libel);

502.3 Defense

In the event of criminal or administrative proceedings instituted against the insured person in connection with a traffic accident or a violation of traffic regulations;

502.4 Confiscation of driver's license

In the event of confiscation of the driver's license or vehicle registration documents;

502.5 Social insurance law

Disputes under social insurance law with insurance companies, pension plans or health insurers as a result of an insured traffic accident;

502.6 Other insurance law

Disputes arising out of the insurance contract with private insurance companies;

502.7 Medical law & patients' rights

Disputes regarding the treatment of injuries from an insured traffic accident against physicians, hospitals and other medical institutions;

502.8 Vehicle contract law

Disputes arising out of the following contracts governed by the Swiss Code of Obligations with regard to insured vehicles (including their accessories, such as child car seats, car radios, etc.): purchase, rental, loan, leasing, deposit, repairs (exhaustive list);

502.9 Garage rental

Disputes in the Policyholder's capacity as a long-term tenant of a garage or parking space rented for an insured vehicle.

Art. 503

Period of coverage and insured event

Insurance coverage applies to legal cases that occur during the term of the contract, provided that the need for legal protection also arises during the term of the contract. There is no coverage for cases that are reported more than 6 months after the policy or where legal expenses insurance coverage is cancelled. The legal case is deemed to have occurred:

- In terms of the law of damages and insurance law:
At the time of the traffic accident
- Criminal law:
At the time of the actual or alleged contravention of penal provisions
- In all other cases:
At the time of the actual or alleged breach of legal provisions or contractual obligations, unless the insured is in a position to anticipate that legal differences might arise. In this last case, the time by which such anticipation is possible shall be authoritative.

Art. 504

Insurance benefits

504.1 In the legal cases insured,

Orion will pay up to 500,000 CHF per legal case for:

- Orion's processing of the legal disputes,
- The fee for a lawyer, counsel or mediator,
- The costs of obtaining an expert opinion provided that Orion gives its consent or it is ordered by the court,
- Court costs or other costs of the proceedings borne by the insured, including advances,
- Indemnifications awarded to the counterparty and imposed on the insured by the court, including any security to be provided,
- The collection of any claims due to an insured under an insured case until such time as a provisional or definitive certificate of shortfall is issued or a filing made for protection from creditors or for bankruptcy,
- Advances with regard to bail after an accident to avoid being remanded in custody,
- The translation and travel costs needed for judicial proceedings abroad up to 5000 CHF.

504.2 Payment of the following is generally not insured:

- Fines,
- Costs of blood alcohol and drug analyses ordered in traffic-related matters and medical or psychological examinations, and remedial driving training,
- Compensation for loss and damages,
- Costs and fees of the first notification in criminal proceedings regarding traffic violations (such as penalty orders, imposition of fines, etc.) and administrative procedures (e.g. cautions, confiscation of driver's license or remedial driving training, etc.). These shall be borne by the insured, also in the case of any appeals,
- Costs and fees that a third party is required to pay or that are payable by a liable party or liability insurer, in which cases Orion shall pay only advances,
- The costs and fees of bankruptcy proceedings and filing for protection from creditors, of proceedings contesting claims or creditors' rankings, or the separation of assets.

All disputes that arise from the same cause or that are indirectly or directly connected with the same event shall be deemed one claim only. The sum insured shall be indemnified once only per claim, even if several areas of the law are involved. Any security and advances provided shall be offset in full against the sum insured. Such advances and security must be refunded to Orion.

Legal protection insurance

If an event affects several policies held by the insured, Orion reserves the right to limit its benefit payments to out-of-court settlements until such time as the lawyers of its choice shall have obtained a landmark court decision. The benefits paid out to all insured covered by the same policy will be added together.

Art. 505 Uninsured legal disputes

The following are not insured (all exclusions supersede the provisions set out under Art. 502):

- All capacities of the insured person which are not specified under Art. 501, as well as any areas of the law not expressly defined as insured under Art. 502;
- Disputes regarding claims which have been assigned to an insured person, or which an insured person has assigned;
- The rebuttal of non-contractual claims for damages made by third parties;
- Disputes in connection with war, unrest, strikes or lockouts or resulting from involvement in brawls or fights;
- Disputes with another person insured under this contract or its liability insurance (this restriction does not apply to the Policyholder him/herself);
- Legal protection in connection with the collection of uncontested claims;
- Disputes under the law on debt enforcement and bankruptcy (through collection procedures arising from insured cases in accordance with Art. 504.1 paragraph 6);
- Disputes with Orion, its corporate bodies and employees;
- Disputes where the driver used a vehicle which was not permitted to drive on public roads, was not authorized to drive the vehicle, did not hold a valid driver's license or was driving a vehicle which was not equipped with valid license plates;
- In procedures for the purpose of acquiring or converting a driver's license and also for reinstating a license which has been legally confiscated;
- Disputes in connection with active participation in motorsport competitions and races, including training;
- Purchase/sale of vehicles and vehicle accessories if the insured person pursues these activities commercially;
- Disputes involving charges relating to a particularly flagrant disregard of the speed limit, hazardous overtaking or participation in an illegal race with motor vehicles pursuant to Article 90, paragraph 3 Swiss Road Traffic Act (RTA);
- Disputes in connection with the following events in the case of recurrence:
 - Allegations of driving while incapacitated due to the effects of alcohol, medication or drugs, and refusal to submit to a blood test;
 - Allegations of violation of traffic regulations for stationary traffic (no stopping or parking, etc.).

Art. 506 Reductions to benefits

Orion expressly waives its legal right to reduce the applicable benefits on the grounds of the insured event having been caused through gross negligence, except in the case of convictions under the law for driving while incapacitated by the effects of alcohol, medication or drugs, and refusal to submit to a blood test.

Art. 507 Processing of cases

- Orion shall determine the procedure to be adopted on behalf of the insured. It shall conduct negotiations in an out-of-court settlement and recommend mediation in appropriate cases. It shall also decide on the engagement of a lawyer or mediator and on the compilation of expert reports. Orion may limit the content and amount of the guarantee for payment of costs.
- If the insured person engages a lawyer or counsel or mediator before reporting the case, indemnification of his/her costs prior to filing the claim shall be limited to CHF 500.
Unless otherwise agreed, Orion shall settle the costs with the attorney (also in the case of a legal dispute) based on the work involved. Orion will not cover any conditional fee agreement concluded by the insured with the lawyer.
- Instead of absorbing the costs in accordance with Art. 504, Orion is entitled to compensate the economic interest in full or in part. This is calculated on the basis of the amount in dispute with due consideration of the litigation and del credere risk.
- Orion shall give the insured a free choice of lawyer if a legal representative needs to be engaged for court or administrative proceedings and in the event of any conflict of interests. Orion reserves the right to reject a lawyer proposed by the insured. The insured may then propose three lawyers from different law firms within the place of jurisdiction for the claim, and Orion will choose one of these three to be retained. This applies regardless of whether there was an obligation to grant the freedom to choose a lawyer or Orion agreed to a lawyer being retained for other reasons. No reason need be given for rejecting a particular lawyer. If the insured terminates the attorney at a later date, the insured must pay any additional costs incurred thereby.
- The insured person or his/her legal counsel must provide Orion with all the necessary information and powers of attorney. All records in connection with the case, such as fines imposed, summonses, judgments, correspondence, etc., must be forwarded to Orion without delay. Where a lawyer has been appointed the insured must authorize such lawyer to keep Orion informed of the progress of the case and, in particular, to make available the documents necessary to assess the insurance coverage or the likely outcome of the proceedings. If the insured fails in this duty of cooperation despite being requested to do so by Orion, he/she shall be granted an appropriate deadline by which to do so under the threat of losing his/her insurance coverage.
- Settlements which contain obligations on the part of Orion may only be concluded by the insured with Orion's consent.
- All court or legal expenses which are awarded to the insured (judicially or extrajudicially) shall pass to Orion up to the amount of the payments it has made.

Art. 508 Differences of opinion

- If differences of opinion exist with regard to the proceedings in an insured legal dispute or to the likelihood of success of the legal dispute, Orion will immediately communicate its legal viewpoint in writing and will simultaneously draw the insured's attention to their right to initiate arbitration proceedings within 20 days. If the insured does not request arbitration proceedings within this period, they shall be deemed to have waived this right. After receiving this notification, the insured must take all necessary measures to protect their own interests. Orion is not liable for the consequences of inadequate representation of interests, in particular missed deadlines. The costs of these arbitration proceedings are to be advanced in equal parts by the parties and shall be charged to the unsuccessful party. If one party fails to advance their share of the costs, this shall be considered as acceptance of the legal viewpoint of the other party.

Legal protection insurance

- The parties shall jointly appoint a sole arbitrator. The proceedings shall be restricted to a single exchange of briefs with applications detailing reasons and stating the evidence upon which the parties have based their arguments and upon which the arbitrator shall base their decision. In all other respects, the provisions of the Swiss Code of Civil Procedure (Schweizerische Zivilprozessordnung, ZPO) shall apply.
- If the insured institutes proceedings at their own expense upon Orion's refusal to pay a benefit and secures a judgment that is more in their favor than the solution laid down in writing by Orion or the result of the arbitration proceedings, Orion shall meet the costs incurred as if it had given its consent.

Art. 509

Communication language

All communications (including the arbitration proceedings) shall be in the language of the insurance contract.

Glossary

Catalog price

The catalog price shall be the official list price incl. VAT (catalog price) valid at the time of the 1st matriculation of the vehicle. If no such price exists (e.g. in the case of special production models), then the price paid incl. VAT for the vehicle when it came out of the factory shall apply.

Certificate of insurance

The certificate of insurance serves as confirmation of the existence of mandatory third party liability motor vehicle insurance and will be sent to the cantonal authorities (Road Traffic Offices) electronically.

Commercial nature

A vehicle shall be deemed to have a commercial nature if it is used to convey passengers in exchange for money or if it generates a regular income through being hired out to third parties.

Gross negligence

Gross negligence shall be understood to mean a serious violation of the generally applicable obligation to observe due diligence that affects a loss event.

Year of service

A year of service shall be the 12-month period calculated from the date on which the vehicle was first put on the road. The time which has elapsed within a year of service up to the time of occurrence of the loss shall be calculated on a pro rata basis.

Key words

A	Art.
Abroad	3
Accessories	201.2
Accident insurance	Page 12
– Benefits	303
– Exclusions	304
– Persons in other people’s vehicles	301.3
– Scope	301, 302
Accidental damage insurance	Page 9
– Benefits	203
– Collision	202.1
– Deductible	6
– Exclusions	204
– Obligations in event of claim	10.1, 10.3
– Partial casco	202.3
– Scope	201
– Supplementary partial casco insurance	202.4
Animals	202.3

B	Art.
Benefits	
– Accident	303
– Accidental damage	203
– Legal protection	504
– Roadside assistance CH/FL	405
– Roadside assistance Europe	406
– Third party liability	103

C	Art.
Cancelation	
– Adjustment of contract	4.5
– Claim	11
– Expiry of contract	2
– Premium increase	4.5
Catalog price	203.2, Page 18
Claim	
– Cancelation	11
– Obligations in event of claim	10
– Partial loss	203.1
– Total loss	203.2
Commencement	2
Contract	
– Adjustment	4.5
– Extension	2
– Lapse	2
– Termination	2, 4.5, 11
Coverage for gross negligence	101.3, 202.2
Customer information	Page 4

D	Art.
Daily allowance	303.3
Daily allowance if hospitalized	303.4
Data privacy	Page 4
Death	303.1
Deductible	6
Definition of terms	Page 18
Deposit of license plates	9
Disability	303.2

E	Art.
Exclusions	
– Accident	304
– Accidental damage	204
– Legal protection	505
– Roadside assistance	407
– Third party liability	104

F	Art.
Fire	202.3

G	Art.
Glass/Glass PLUS	202.3, 202.4

H	Art.
Help Point PLUS	10.3

I	Art.
Insurance	
– Commencement	2
– Duration	2
– Provisional insurance coverage	2
– Refusal, notification of	2
Interchangeable license plates	7

L	Art.
Legal protection insurance	Page 16
– Benefits	504
– Exclusions	505
– Scope	502

M	Art.
Martens	202.4
Medical expenses	303.5
Motor homes and trailers	203.6

Key words

P	Art.
Parking damage/	
Parking damage PLUS	202.4
Partial casco	202.3
Place of jurisdiction	15
Premium payment	
– Installment plan	4.3
– Premium adjustments	4.2
– Premium increase	4.5
– Premium refund	4.7
Product overview	Page 3
Protective clothing	202.4, 203.5

R	Art.
Races and similar rides	104.2, 204.3, 304, 407
Reduction	203.7, 506
Replacement value	203.2
Replacement value as new	203.2
Replacement vehicles	8
Roadside assistance	Page 14
– Benefits roadside assistance CH/FL	405
– Benefits roadside assistance Europe	406
– Exclusions	407
– Geographical limits	3
– Obligations in event of claim	10.1, 10.4
– Scope	401, 402, 403
Recovery	105

S	Art.
Scope of insurance	2, 3
Suspension	9

T	Art.
Theft	10.1, 202.3, 202.4, 203.4, 204.7
Third party liability insurance	Page 8
– Benefits	103
– Deductible	6
– Exclusions	104
– Obligations in event of claim	10.1, 10.2
– Scope	101
Transported items	202.4, 203.5

V	Art.
Vandalism	202.3
