

# Relax Assistance

Customer information according to the Swiss Federal Law on Insurance Contracts (LIC) and the General Conditions of Insurance (GCI)



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## Product structure

Cover	Package with Roadside assistance	Package without Roadside assistance	Package without legal travel protection	Roadside assistance	Cancellation costs
Cancellation cost	●	●	●		●
Travel insurance	●	●	●		
Alternative travel	●	●	●		
Home Care Service	●	●	●		
Travel legal protection abroad	●	●			
Roadside assistance	●		●	●	
Luggage and luggage late delivery	○	○	○	○	○
Misuse of credit cards & blocking service	○	○	○	○	○
Deductible exclusion for rental vehicles	○	○	○	○	○

● Included

○ Optional

# Customer information according to the Swiss Federal Law on Insurance Contracts (LIC)

The following customer information provides a brief overview of the insurer(s) as well as a clear and concise look at the essential content of the insurance contract. The rights and obligations of the contracting parties are to be derived from the application/offer or the policy itself, and the terms of contract and the applicable Swiss Federal Law on Insurance Contracts LIC (Swiss VVG).

After accepting the application/offer the Policyholder will be issued a policy, the contents of which will correspond to that of the application/offer.

## Who is the insurer?

The insurer is Zurich Insurance Company Ltd, hereinafter referred to as Zurich, with its statutory head office at Mythenquai 2, 8002 Zurich. With regards to legal expenses insurance, the insurer is Orion Legal Expenses Insurance Company Ltd, hereinafter referred to as Orion, with its statutory head office at CH-4051 Basel. Zurich and Orion are public limited companies under Swiss law.

## 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 are stipulated in the policy and in the terms of contract itself.

## What is the premium amount?

The premium amount due depends retrospective on the insured risks and the designated level of insurance coverage selected. A fee may be charged for payment made in installments. All information on the premiums as well as any possible applicable fees shall be included in the proposal/offer or in the policy itself.

## Under which circumstances is the premium refunded?

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

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 year of the insurance.

## Which other obligations does the Policyholder have?

- **Changes of risk:** if an important fact changes during the term of the policy, resulting in a material increase in the risk of an insured loss, Zurich must be notified of this change in writing without delay.
- **Ascertainment of the facts:** the Policyholder must provide assistance for investigations relating to the insurance contract (e.g. increases in risk, checking benefits, etc.) and provide Zurich with all the necessary information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is also entitled to carry out its own investigations.
- **Insured event:** any insured event must be reported to Zurich and Orion without delay.

This list only contains the most common obligations. The terms of contract and the LIC (Swiss VVG) contain further obligations.

## When does insurance coverage commence?

Insurance coverage commences on the date stated within the proposal/offer or within the policy itself.

## When does the insurance contract cease?

The Policyholder may terminate the contract by giving due notice:

- at the latest three months before the expiration 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 on the last day before commencement of the three-month period at the latest. If the contract is not terminated it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause will automatically end on the date stipulated within the proposal/offer or within the policy itself.
- after every insured event for which a claim is payable. At the latest 14 days after notification that Zurich has paid (or case handled by Orion).
- if Zurich exercises the contract adjustment option per as Art. 4. In such a case, notice of termination must be received by Zurich no later than the last day of the current insurance year.
- if Zurich breaches its statutory obligation to provide information as set forth in LIC (Swiss VVG). The right of termination will expire four weeks after the Policyholder received notification of the breach but at the latest one year after the breach occurred.

## Zurich may terminate the contract by giving notice:

- at the latest three months before expiration 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 one year at a time.
- where an insurance period of less than one year has been agreed, the contract ends on the date specified in the application/offer or policy
- after every insured event for which a claim is payable, on condition that notice of termination is provided at the latest at the upon same time as payment is made (or case handled by Orion).
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure or breach of obligation to notify).

## Zurich may withdraw from the contract:

- if the Policyholder is late in paying the premium, has received a reminder, and Zurich opts to surrender its demand for payment of the premium.
- in the event of insurance fraud.

This list contains only the most common reasons for termination. The contractual terms and conditions and the LIC (Swiss VVG) contain other possible reasons.

## Does Zurich pay compensation to third parties commissioned by the policyholder?

If a third party such as a broker represents the interests of the policyholder with regard to the conclusion or management of this insurance contract, Zurich may pay such third-party remuneration for its activities on the basis of a separate agreement. The Policyholder may request any specific information in this regard from the third party, if so desired.

## How does Zurich handle customer data?

Zurich and Orion process data derived from the contractual documentation or from executing the contract and use it mainly for the calculation of the premium, the clarification of risk, the processing of insured events and statistical evaluations.

## Customer information

Zurich can likewise process the data for marketing purposes (e.g. analyses, creating customer profiles), enrich these with third-party source data and disclose the data to other companies of the Zurich Insurance Group Ltd in Switzerland and to joint foundations of the occupational retirement provision of Zurich Life Insurance Company Ltd for marketing purposes. The customer profile is used by the above entities and their sales teams to optimize the provision of services and to submit personalized quotations. The data is stored either in hard copy form or electronically. To the extent necessary, Zurich may forward data for processing to third parties in Switzerland and abroad who are involved in the administration of the contract, in particular to co-insurers and reinsurers as well as to domestic and foreign companies belonging to Zurich Insurance Group Ltd. If a broker or agent is acting on behalf of the policyholder or Zurich, Zurich may disclose customer data to this broker or agent for the above-mentioned purposes. Zurich can engage third parties and other companies of the Zurich Insurance Group Ltd with processing of the data, including data worthy of special protection, in particular in connection with the comprehensive or partial outsourcing of divisions and services (e.g. contractual administration, payments, collection, IT). The third parties and contractors (in and outside Zurich Insurance Group Ltd) can be based in Switzerland or abroad. If data is transmitted to countries that lack the legislation needed to ensure adequate data protection, Zurich will furnish sufficient guarantees to ensure the data is protected.

In addition, Zurich and/or Orion may obtain pertinent information – particularly about claims history – from government offices and other third parties and disclose the information to fulfill statutory or regulatory obligations or to protect legitimate interests. This entitlement applies regardless of whether the contract is concluded or not. The policyholder has the right to request that Zurich provides information stipulated under legislation on the processing of data relating to him.

**Prompt assistance and advice is also available by calling us toll-free at 0800 808080 (or +41 44 628 9898 when calling from outside Switzerland) – worldwide and around the clock.**

To ensure optimal service, we record all customer service center calls. The masculine forms of personal and possessive pronouns are used exclusively in this document to enhance readability and should always be understood to stand for the corresponding feminine forms as well. In all questionable cases of coverage the original German version of this document shall take precedence.

## General Conditions of Insurance (GCI) Edition 06/2019

**The wording of the German original shall take precedence.**

### Common terms

#### Art. 1 Basis of Contract

The insurance coverage is based on the selected insurance solution. The rights and obligations of the parties to the contract and the scope of the insurance are laid down within the policy, as are the General Conditions of Insurance and any additional special conditions.

This contract shall be governed by Swiss law, including in particular the Swiss Federal Law on Insurance Contracts (LIC).

#### Insurers are

Zurich Insurance Company Ltd, and for legal expenses insurance Orion Legal Expenses Insurance Company Ltd.

#### Art. 2 Insured Persons

Dependent upon agreement, the insurance shall cover the following options:

##### Single person

Insured person is the Policyholder.

##### Provisionary coverage single person option

In the event of marriage, the establishment of a registered partnership or a domestic partnership, the insurance coverage shall also apply to the persons living in the same household for a period of one year. The limits of the chosen cover (single person) shall apply.

##### Everyone living in the same household option

The insurance covers the Policyholder and all persons who live with him within the same household or to those who may be away during the week/weekend but routinely return to his household on weekends/through the week respectively.

If the partner has a residence of his own, he shall not be regarded as an insured person.

##### Children up to the age of 18 years

Children up to the age of 18 years of the insured person are also covered by insurance within the framework of the agreed benefits for vacations taken together, even if they do not live in the same household (for both versions).

#### Art. 3 Commencement and Duration of the Insurance

The insurance commences on the date stated in the policy and covers losses occurring during the period of insurance.

If written notice of termination of the contract is not served at least 3 months before contract expiry, the contract automatically extends for another year. Termination notice shall be deemed timely if the other party to the contract receives the notice on or before the last day before the start of the three-month deadline period.

Where an insurance period of less than one year has been agreed, the contract ends on the date specified in the policy.

The insurance covers insured events which have occurred within the contracted insurable period.

# Common terms

## Relocation abroad

In case of permanently relocating abroad, the insurance policy shall end on the next premium due date, or immediately at the policyholder's request. In case of moving to the Principality of Liechtenstein, the insurance policy can be continued at the policyholder's request, but without legal expenses coverage for travel abroad.

## Art. 4 Premium Payments and Contract Amendments

### Basis of the premium

The premium depends on the scope of insurance selected and the details of the Policyholder. If any of these details change (with the exception of age) Zurich must be notified without delay. Zurich shall then be entitled to amend the contract taking into account the changed factors.

### Installment payment

A fee is payable for premium payments made in installments. Zurich is entitled to adjust the fee on the premium payments due date, and in such cases the Policyholder has the right to change his payment frequency method. The Policyholder must make notification of changes (in writing) to Zurich by no later than the premium due date.

### Balances

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

### Contract amendments

Zurich is entitled to amend the contract (e.g. increase premiums, change insurance conditions or deductible regulations) with effect from the following insurance policy year.

Zurich shall inform the Policyholder of the new premiums or new contract terms no later than 25 days before the expiry of the insurance year. The Policyholder shall then have the right to cancel the insurance contract either in its entirety or partially related to the portions affected by the increase until the end of the current insurance year. Zurich must receive notice of cancellation no later than on the last day of the insurance year. If the Policyholder does not cancel the contract, the amendments to the insurance contract shall be deemed accepted.

The following changes shall not entitle the Policyholder to cancel the contract:

- an increase in fees for payment by installments;
- contract amendments due to changes in the details regarding the insurance contract;
- the introduction of or changes in statutory charges or fees (e.g. applicable taxations on insurance products within CH or FL);
- contract amendments by order of the courts or the authorities.

### Consequences of delay

If the Policyholder is unable to meet its payment obligations, a payment request shall be issued and the Policyholder shall be liable for the dunning costs and interest in arrears.

## Art. 5 General Exclusions

The contract does not provide insurance coverage for consequences in connection with the following:

- civil unrest of all kinds as well as natural and environmental disasters, epidemics or pandemics, acts of war and terrorism. Exceptions for cancellation costs (Art. 102.9) and travel insurance (Art. 201.3) are circumscribed;
- nuclear fission, nuclear fusion, radioactive material, radioactive contamination, nuclear explosive devices and any type of nuclear weapon, including measures taken against these;
- participation in races, rallies or similar competitive races or training events with motor vehicles, snowmobiles or watercraft on closed-off courses;

- insured events that have already occurred at the time of the booking of the trip or contract conclusion, or the occurrence of which was recognizable to the insured person upon booking of the trip or contract conclusion. In case of a chronic illness, insurance coverage applies if the trip has to be canceled due to an unexpected acute worsening of the condition with physician certification. The prerequisite for coverage is that the person's health was stable and he was able to travel at the time of booking;
- breach of statutory requirements (e.g. withdrawal of driving license);
- crimes;
- third-party claims;
- deductibles from other insurance policies.

## Art. 6 Event of a Claim

Zurich is responsible for organizing insurable benefits. For necessary assistance in relation to claims of damages or event loss, Zurich must be notified immediately: Telephone 0800808080 or +446289898 when calling from outside Switzerland.

In the event of claims under legal protection insurance, Orion must be notified immediately: Telephone +41 61 285 27 27

The insured person is obligated to take the necessary measures to mitigate losses and follow Zurich's or Orion's instructions.

### Ascertaining the facts

The insured person must cooperate in investigating the facts and provide Zurich and/or Orion with all the necessary information and documentation. He shall obtain such information from third parties for submission to Zurich and/or Orion, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich or Orion. Zurich and/or Orion shall be entitled to carry out their own investigations.

In the case of illness, pregnancy or accident, the attending doctor is to be released from his duty of confidentiality vis-à-vis Zurich and/or Orion.

### Termination of obligation to pay indemnity

If an insured assistance measure is not organized, arranged or carried out by Zurich itself, the obligation to pay indemnity for this measure shall lapse.

This limitation shall not apply to cancellation costs unless the cancellation of a trip is considered on account of events under Art. 102.5 and 102.9. In this case Zurich must be contacted in advance if the scheduled time of departure is more than 30 days in the future.

### Claims against third parties

If the insured person has legal or contractual claims against other insurance providers and/or third parties or services from patron machination provided, insurance coverage pursuant to this contract shall be limited and only to that part which exceeds benefits provided by the other insurers and/or third parties will be considered.

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

## Art. 7 Breach of Obligations

If an insured person breaches the obligations entered into under this contract (e.g. incomplete information or misrepresentation of the facts), benefits may be rejected or reduced.

This shortcoming shall not be considered valid under circumstances where the breach is deemed not to be the result of policyholder's own doings.

Missed premium payment due to insolvency will not be considered a non-culpable act or omission.

## Common terms

### Art. 8 Place of Jurisdiction

The policyholder or the claimant may select one of the following places of jurisdiction:

- Basel or Zurich;
- The residence or head office in Switzerland or Liechtenstein of the policyholder or beneficiary.

### Art. 9 Notification to Zurich

Notifications are to be sent to Zurich Insurance Company Ltd, P.O. Box, CH-8085 Zurich.

### Art. 10 Sanctions

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

## Cancellation Costs

### Art. 100 Territorial Scope

The insurance coverage applies worldwide.

### Art. 101 Insured Travel Events

Insurance coverage is provided for the following:

- booked vacation arrangements;
- Residential language and holiday courses of several days' duration (but not professional training and development);
- booked journeys by air, train or ship;
- the renting of a hotel room, holiday apartment, a boat, a car or a camper van;
- Attendance of one-time events like concerts or theater performances (courses excluded) with a ticket price per person of CHF 100 or more (even without a booked travel arrangement)

of the insured persons, irrespective of who made the booking or bore the costs. In case of group travel and social occasions, the insured persons are covered for the travel portion.

### Art. 102 Insured Events

Insurance coverage applies after booking and before commencement of travel, acceptance of a rented facility or start of an event if the insured travel cannot be taken or insured event attended due to:

#### 102.1 Medical incidents

- an insured person falls seriously ill, suffers a serious accident, suffers pregnancy complications or dies;
- a person of particularly close relationship (such as family member, close relative, spouse/partner or godparents) or if an insured person's deputy in the workplace required to be present falls seriously ill, suffers a serious accident or dies; and the insured person's presence becomes required;
- the insured person does not wish to start the journey alone because his traveling companion or a member of his traveling companion's family has become seriously ill, has suffered a serious accident or has died;
- the person intended to look after children who are minors or family members in need of care is unable to do so due to illness, accident or death and no acceptable replacement caregiver can be arranged despite all reasonable efforts;
- the whereabouts of an insured person, his life partner or his family member is unknown and the person has been reported missing to the authorities.

In relation to psychological suffering, the insurance coverage applies if a psychiatrist confirms inability to travel.

#### 102.2 Employment-related incidents

- if an insured person's contract of employment is terminated unexpectedly by the employer (culpable termination is not insured);
- an insured person, who is registered with the regional employment office (RAV) as unemployed after booking a travel arrangements becomes unable to commence travel due to new unforeseen needs to comply with commitments and obligations set forth by the RAV office, or in cases where the insured person accepts a new contract of employment and as direct consequence is unable to commence the previously booked travel;

#### 102.3 Incidents due to burglary, fire, water damage or damage from natural hazards

if an insured person's residential property, apartment or vacation apartment is severely affected by burglary, fire damage, water damage or damage caused by natural hazards and the person's presence there is required during the time of insured travel or event attendance;

#### 102.4 Transportation incidents

- if the public transportation used by the insured person to reach the airport or train station on Swiss territory is delayed or cancelled;
- in the case of direct travel to the place of departure for the booked travel arrangements, the private car or taxi cannot be used as a result of an accident or breakdown while on route;

#### 102.5 Insolvency, bankruptcy

the transport company booked by an insured person is no longer able to meet its obligations due to insolvency or bankruptcy.

#### 102.6 Incidents involving pets

- if the dog or cat belonging to the insured person is injured or becomes ill (veterinarian's certificate required) and accommodation at a shelter or boarding kennel is not possible;
- the caregiver who is planned to care for the dog or cat is unable to do so as a result of accident, illness or death (in this case, the insurance will only cover the costs of a shelter or boarding kennel, up to a maximum of CHF 1'000);

#### 102.7 Theft of documents

should an insured person's personal travel documents be stolen and the theft is reported to the responsible police authority;

#### 102.8 Court subpoenas

whereby an insured person is unexpectedly summoned to appear before a court as a witness, provided the summons falls within the period of travel and cannot be postponed;

# Cancellation Costs

## 102.9 Civil unrest, acts of war and terrorism, strikes, administrative orders, and natural hazard

If an insured person or a person traveling with the insured person is unable to undertake the trip because of:

- civil unrest of all kinds, natural disasters, epidemics, pandemics, acts of war and terrorism (this does not apply in the event of the warlike or terrorist use of nuclear, biological or chemical weapons or agents);
- strikes;
- administrative orders (entry barriers related to the absence of a visa or other necessary entry documents as well as operations carried out by the police after traffic accidents or vehicle breakdowns are not regarded as administrative orders);
- natural hazard (sudden natural disaster including floods, inundation, storms=winds in excess of 75 km/h, hail, avalanches, snow pressure, landslides or rock fall).

### Limitations

Insurance coverage shall be granted if the FDFA or FOPH advise against the trip at departure. If a warning had been issued, at or prior to the time of booking, no insurance benefits shall be paid. If booked trips are changed or cancelled by the service provider (tour operator, airline, etc.), the benefit obligation shall lapse for all services that are to be rendered by the tour operator, airline, etc. on the basis of a law or treaty.

The insurance does not cover cancellation costs if cancellation is due solely to fear of health risks, acts of terrorism, aircraft or ship accidents, natural disasters, civil unrest, acts of war or fear of flying.

### Art. 103 Insured Benefits

Where the insured person is definitively prohibited to travel the legally or contractually owed costs of cancellation (including handling fees) will be refunded.

Alternatively, Zurich covers

- costs for accommodation services not received up to the day of departure and additional resulting costs if commencement of the journey is delayed;
- costs for rebooking the trip to a different destination or a different date/time;
- additional costs accruing for a single room in the event the insured's travel partner is unable to travel.

Costs are covered up to the amount of the originally booked travel.

### Art. 104 Exclusions

#### Business trips

No benefits are paid for business trips. Where business activities are combined with private travel, the agreed benefits will be provided only on a pro-rata basis for the private component of the booking.

#### Subscriptions

Benefits for subscriptions are not covered.

### Art. 105 Limitations of Benefits

#### Single person option

The benefits are limited to a maximum of CHF 20'000 per event.

#### Everyone living with the same household option

The benefit is limited to CHF 20'000 per insured person and event, limited to a maximum of CHF 80'000 for all persons together.

# Travel Insurance

### Art. 200 Territorial Scope

The insurance coverage applies worldwide.

### Art. 201 Insured Events

Insurance coverage is provided during Travels if:

#### 201.1 Medical incidents;

- an insured person falls seriously ill, suffers a serious accident, suffers pregnancy complications or dies;
- a return journey of an insured person becomes necessary because a close relation (such as family members, close relatives, spouses, god-parents, a person looking after children who are minors or family members in need of care who are not co-travelling) of the insured person or his deputy in the workplace falls seriously ill, suffers a serious accident or dies;
- a traveler accompanying an insured person falls seriously ill, or if such a person suffers a serious accident or dies;
- a traveler accompanying an insured person goes missing prior to the time of the return or onward journey;

#### 201.2 Incidents due to burglary, fire, water damage or damage from natural hazards

if an insured person's residential property, apartment or vacation rental property is severely affected by burglary, fire damage, water damage or damage caused by other natural hazards and the person's presence there is required during the planned time of travel;

#### 201.3 Civil unrest, war and terrorism, strikes, administrative orders, and acts of God

- civil unrest of all kinds, natural disasters, epidemics, pandemics, acts of war and terrorism (this does not apply in the event of the warlike or terrorist use of nuclear, biological or chemical weapons or agents);
- strikes, or natural hazard (sudden natural disaster including floods, inundation, storms=winds in excess of 75 km/h, hail, avalanches, snow pressure, landslides, rock fall or earthquakes);

at the travel destination poses serious endangerment or risk to health or life of the insured person or his travelling companions.

- Administrative orders or strikes prevent onward or return journey. (Entry barriers related to the absence of a visa or other necessary entry documents as well as operations carried out by the police after traffic accidents or vehicle breakdowns are not regarded as administrative orders).

# Travel Insurance

If the journey was commenced despite the FDFA (Federal Department of Foreign Affairs) and/or the FOPH (Federal Office of Public Health) advising against travel to this destination, the obligation to pay indemnity shall lapse if the departure takes place more than 24 hours after becoming aware of this recommendation. If travel arrangements are changed or cancelled by the service provider (i. e. tour operator, airline, etc.) the benefit obligation shall lapse for all services that are to be rendered by the tour operator, airline, etc. on the basis of a law or treaty.

## Art. 202 Insured Benefits

The insurable benefit per event consists of:

### 202.1 Search and rescue operations and transport

The necessary search and rescue operations as well as transports up to a maximum of CHF 30'000 for the insured person. If an insured person goes missing (regardless of whether an insured event has occurred), Zurich shall bear the costs of any search operations mounted by the authorities up to the maximum of CHF 30'000 per event, even if the person is found safe and sound. In cases of abduction, the obligation to pay indemnity for search costs shall end upon confirmation of abduction.

### 202.2 Repatriation

Costs of repatriation for the insured in cases of serious illness or serious accident and for which repatriation is required based on medical grounds are covered. Additionally when deemed medically necessary the costs for professional medical accompaniment to insured's permanent residence in Switzerland or the Principality of Liechtenstein or local hospital.

### 202.3 Definitive return journey

The costs incurred for a return journey to the permanent residence of an insured person in Switzerland or the Principality of Liechtenstein. With respect of the type, class and means, these shall be comparable to that of the originally booked journey;

### 202.4 Temporary return journey

In cases where temporary return journeys are necessary, the additional costs incurred for the trip home to Switzerland or the Principality of Liechtenstein and return to the holiday destination are covered, providing the provisional home and return to holiday journeys are fully booked prior to the provisional departure home. The type, class and means of transport must be comparable to that of the originally booked journey. The expenses for the part of the journey that was not used will not be refunded and no substitute travel will be granted.

### 202.5 Partial and non-usage of booked services

In case of premature termination of travels, the provable value of the unused portion of the previously booked services will be covered for every insured person travelling. (This does not including the return journey). This benefit lapses for each person who is entitled to claim of substitute travel. The benefits for the "single person" option are limited to CHF 20'000 per event and for the "all persons living together in the same household" option to CHF 20'000 per insured person and event, up to a maximum of CHF 80'000 for all persons together, regardless of the number of bookings.

### 202.6 Accompaniment of children to permanent residence

In the event that the insured person suffers serious illness, a serious accident or death, the organization and assumption of the costs for a temporary guardian's journey to return the traveling children safely back to their permanent residence in Switzerland or the Principality of Liechtenstein, the necessary cost of board and lodging are included.

### 202.7 Informing next of kin

At the request of the insured person, informing next of kin or the employer about the facts and the measures taken by the service providers will be commissioned by Zurich.

### 202.8 Return of body

The costs for the recovery and return of mortal remains to the residence in Switzerland or the Principality of Liechtenstein.

### 202.9 Additionally insured costs

#### 202.9.1

During hospitalization or in the event of the death of an insured person abroad, the cost for visits by persons not traveling with the insured person (journey in economy class, accommodation and additional costs for board) up to a maximum of CHF 5'000 shall be assumed.

#### 202.9.2

Additionally the costs incurred due to an insured event up to a sum of CHF 1'000 for:

- transportation, accommodation and board for an insured and/or traveling companion (this also applies if the stay has to be extended);
- transportation of dogs or cats traveling with the insured person.

Benefits paid for accommodation and meals as per Art. 202.5 (partial non-use of booked services) are deducted.

Documented telephone expenses up to a maximum of CHF 200 are refundable within the framework of the above limitations.

## Art. 203 Additional Insured Events and Benefits

### 203.1 Cancellation of transport

If after embarking for a booked journey, the chosen means of transport is delayed by at least three hours or can no longer be provided due to a breakdown or accident, additional travel costs incurred by the insured person shall be assumed up to a maximum of CHF 1'000 per person.

If the means of transport is cancelled due to the insolvency of the service operator, additional travel costs incurred by the insured person (in the originally booked class) shall be assumed up to a maximum of CHF 3'000 per person.

Adding on additional costs reimbursable under breakdown assistance coverage (Art. 603.5) is not permitted.

If an onward journey is not possible, costs for the unused portion of booked services shall be assumed. The benefits are limited to the agreed insured sums within the framework of the cancellation costs.

This does not include services, which are to be provided pursuant to a law, agreement or contract by travel or transportation companies etc. No claim to benefits shall exist if an insured person is responsible for the delay.

### 203.2 Theft of documents

If an insured person's personal documents are stolen and the onward or return journey is delayed as a result, the additional costs incurred shall be assumed up to CHF 1'000. The loss must be reported to the responsible police authority immediately, otherwise no benefits shall be paid.

If the onward journey is not possible, the costs for unused booked services shall be assumed. The benefits are limited to the agreed sums insured within the framework of the cancellation costs.

### 203.3 Unavailability of booked accommodations

If damage to the booked accommodation caused by fire, storm or water or the cessation of operations prevents the insured person from using the accommodation during the trip, a supplementary board and lodging costs shall be assumed up to a total of CHF 1'000 per insured person.

### 203.4 Insolvency of the tour operators

The costs of the necessary sojourn and the return journey may be advanced if; as a result of the tour operator's insolvency, continuations with booked travel arrangements are only possible at the insured own personal expense. The amount shall be refunded within 30 days of the insured person's return date.

## Alternative Travel

### **Art. 300** **Territorial Scope**

The insurance cover applies worldwide.

### **Art. 301** **Insured Events**

Insurance coverage is provided if; during booked travel arrangements an insured person falls seriously ill or suffers a serious accident and a return journey or repatriation is necessary on medical grounds. Such medical necessity is deemed to exist if treatment on site is unsatisfactory.

### **Art. 302** **Insured Benefits**

The prior to departure paid journey cost for a repatriating person shall be assumed.

### **Art. 303** **Exclusions**

If Zurich has not organized the repatriation or return journey itself, no benefit shall be paid.

No benefits are paid for business trips. In situations where business activities are combined with private travel, the agreed benefits will be provided on a pro-rata basis for only the private component of the bookings.

### **Art. 304** **Limitation of Benefits**

#### **Single person option**

The benefits are limited to a maximum of CHF 20'000 per event.

#### **Everyone living in the same household option**

The benefit is limited to CHF 20'000 per insured person and event, up to a maximum of CHF 80'000 for all persons together.

## Luggage and Luggage Late Delivery

### **Art. 400** **Territorial Scope**

The insurance applies worldwide for journeys either in excess of 50 km (radius) distances from the permanent residence of the insured person, and/or in the event the trip is of at least one night's stay outside the home. Coverage shall begin upon commencement of the journey after leaving the home and ends upon return once the insured person enters the home.

### **Art. 401** **Insured Properties**

The insurance covers private luggage or baggage up to the sum insured specified within the policy. Luggage shall also include; personal items which the insured person has carried with them for personal use throughout the journey or has been handed over to a transportation company for transport to the travel destination.

### **Art. 402** **Insured Events and Costs**

#### **402.1 Damage to luggage**

The insurance shall cover damage costs to luggage through sudden, unforeseen losses, damage and destruction.

Damages will not be covered for large bulk items such as parachutes, paragliders, hang gliders and kitesurfing equipment, however they will insure against theft and loss.

The repair or cleaning costs will be compensated. In cases of total destruction, theft or definitive loss, the costs for the acquisition of an equivalent new product at the time of the loss shall be reimbursed, but only up to a maximum of the sum insured.

#### **402.2 Delayed luggage**

The insurance covers costs of absolutely essential purchases incurred as a result of luggage being handed over to a carrier for transportation and that luggage being delayed in delivery. Up to a maximum of 30% of the sum insured is covered.

### **Art. 403** **Exclusions**

Insurance coverage does not include:

- damage attributable to administrative orders;
- damage caused by the effects of temperature and weather;
- damages caused by the nature of the goods, through natural wear and tear, poor packaging or vermin and pests;
- damage caused by items being mislaid;
- damage resulting from embezzlement and misappropriation;
- damage resulting from the commercial use of the items;
- lost or damaged skis and snowboards, unless damage is in connection with a traffic accident;
- damage to sporting equipment as a result of excessive competitive use;
- cash assets, i. e. money, securities, savings books, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized gift certificates, coins and medals, loose precious stones and pearls;
- business papers, business chattels, merchandise and sample collections;
- certificates, tickets and stamps as well as pictures;

## Luggage and Luggage Late Delivery

- personal watercraft (including accessories):
  - for which obligatory liability insurance is mandatory;
  - that are not taken home regularly after use;
  - with an engine (incl. motorized rubber dinghies, inflatables and row boats);
- motor vehicles, motorcycles, electric motorcycles, trailers, caravans, mobile homes (incl. accessories), as well as aircraft and flying objects of all kinds which have to be registered in the Swiss Aircraft Register.

### Art. 404 Deductible

The insured person shall pay a deductible of CHF 200 for each insured event, except in the case of delayed luggage.

The damage or loss liable for reimbursement is calculated first and then the deductible is deducted. Only then is the limit of indemnity applied.

### Art. 405 Damage Assessments

The cause and extent of the damage must be assessed and confirmed by the carrier, tour operator or hotel management, police or by the responsible third party.

## Misuse of Customer Cards (Credit, Banking, Post Finance and SIM cards)

### Art. 500 Territorial Scope

The insurance cover applies worldwide.

### Art. 501 Card Blocking Services

Zurich provides 24-hour hotline for reporting lost or stolen:

- credit cards, bank cards and Post Finance cards;
- SIM cards;
- customer loyalty cards for cashless payment transactions that have been registered with Zurich and that were issued in Switzerland.

This service is subject to the card details being up to date, and a power of attorney granted in written or electronic format by the person insured, authorizing Zurich to have the cards blocked or cancelled by the respective issuer.

Blocks placed on cards are arranged on the basis of notification by an insured person via 0800808080 (from abroad +41446289898). If the card issuer does not provide a 24 hour services, the blocking of lost or stolen card will be suspended until the beginning of next business day. The insured benefits in connection with the misuse of cards (Art. 502 and 503) shall remain in force as long as the issuer to be notified cannot be reached.

### Art. 502 Misuse of Customer Credit, Banking, Post Finance Card

#### 502.1 Insured damage

The insurance covers purely pecuniary losses caused through the misuse of credit, banking or Post Finance customer cards when used fraudulently by non-insured persons. Charges for blocking and replacing lost or stolen cards are additionally covered.

#### 502.2 Limitation upon the scope of coverage

The insurance shall not cover losses caused by the insured person's gross negligence, i. e. if:

- a card that requires a signature does not bear one;
- the PIN code is written on the card;
- a lost or stolen card is not reported immediately;
- the obligations defined by the card issuer have been breached.

#### 502.3 Insured benefits

The part of the loss that an insured person has to bear himself is in accordance with the general terms and conditions of the card issuer policies. Up to a maximum of CHF 5'000 per card or CHF 10'000 total, will be compensated, for all cards collectively, per event, unless otherwise agreed upon.

### Art. 503 Misuse of SIM cards

#### 503.1 Insured damage

The insurance shall cover pecuniary losses (costs of phone calls, SMS, MMS and data transfer) caused through the misuse of SIM cards when fraudulently used by non-insured persons, in the period between when the theft occurred up to the point when card is blocked.

#### 503.2 Limitation upon the scope of coverage

The obligation to pay indemnity is waived if the theft is not reported to Zurich or the issuer of the SIM card within 24 hours.

#### 503.3 Insured benefits

The coverage amount shall be substantiated from the relevant corresponding invoice for which the insured person has experienced losses related to the fraudulent misuse. Coverage benefit shall assume up to a maximum of CHF 1'000.

# Roadside Assistance

## Art. 600

### Territorial Scope

Insurance applies to occurrences of loss within Switzerland and the Principality of Liechtenstein, European countries as well as 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 above territorial scope of coverage.

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

## Art. 601

### Insured Vehicles

#### 601.1 Insured motor vehicles

##### Basic version

Insurance applies to motor vehicles up to a total weight of 3'500kg which are registered in Switzerland or in the Principality of Liechtenstein, provided that they are registered in an insured person's name or are driven by an insured person.

##### Plus version

Insurance applies in addition to the basic version, when a motor vehicle is licensed as a camper caravan with a total weight ranging from 3'500kg to 9'000kg, and is registered within Switzerland or the Principality of Liechtenstein, providing that the vehicle is also registered in an insured person's name or is driven by an insured person.

In the case of both options all persons traveling in these vehicles are covered.

#### 601.2 Trailers

Trailers attached to the insured motor vehicle are also covered. This applies even if only the trailer is affected by a breakdown or damage.

#### 601.3 Uninsured vehicles

Coverage is not provided for motor vehicles used for:

- commercial rental to self-drive customers (i.e. rental cars), or commercial transport of persons (i.e. taxis);
- transport with dealer's license plates;
- vehicles with a temporary registration.

## Art. 602

### Insured Events

Insurance coverage is provided if the vehicle can no longer be used as a result of a breakdown or accidental damage.

A breakdown is also considered;

- when the key is locked inside;
- the electronic locking device no longer opens;
- the key or the lock is damaged.

A collision, damage caused by fire, storms, glass breakage, damage caused by martens, parking damage, vandalism and theft or attempted theft, are all deemed to be accidental damage.

## Art. 603

### Insured Benefits in Switzerland and Abroad

Provisions of service provided abroad may vary due to local conditions.

The benefits consist of:

#### 603.1 Roadside assistance

- organization and assumption of the costs for restoring a vehicle to roadworthiness, provided this is possible at the roadside (the context of costs includes replacing sundry parts, such as cables, clamps, hoses, fuses, etc. (excluding the battery), are assumed.
- no other repair costs are insured;

#### 603.2 Recovery costs

the costs for any necessary salvage of a motor vehicle and/or trailer up to a maximum of CHF 2'000;

#### 603.3 Towing costs

if roadside repair is impossible, the towing costs to the nearest garage suitable for the repairs is provided;

#### 603.4 Storage fees

if the vehicle can no longer be used, the assumption of storage charges up to a maximum of CHF 500 are coverable;

#### 603.5 Additional costs

if the vehicle can no longer be used, the costs up to a maximum sum of CHF 5'000 for the following may be provided for:

- an equivalent replacement vehicle (if available) for the stated duration of the repair work;
- in cases of a motorhome breakdown (i.e. vehicle with a total weight of more than 3,5 tons), the costs for a passenger vehicle will be provided as the replacement;
- necessary accommodation;
- onward and return journey by public transport or taxi;
- transporting of baggage, if this cannot be transported via the organized mobility solution;
- services booked for the sojourn that are not used;
- return transportation of the repaired vehicle within Switzerland;
- return transportation of an un-repaired vehicle within Switzerland, if the vehicle is to be repaired and this cannot be done locally.

Adding on benefits payable under travel expenses insurance is not possible.

Costs for additional insurances, refueling costs or costs resulting from damage to the rental vehicle shall not be assumed.

If it is not possible to organize a rental car, i.e. the patron is unable to meet the rental company's requirements (minimum age, credit card, etc.), the costs of public transport will be assumed.

#### 603.6 Additional costs for transporting pets

Additional costs for the transportation of dogs or cats traveling with the insured person up to a maximum of CHF 1'000 are covered;

#### 603.7 Replacement driver

If the driver is no longer able to drive the vehicle due to an accident or serious illness or unknown whereabouts or if he has died and no other passenger possesses a driver's license, or if the passengers are unable to drive the vehicle as a result of the emergency situation, the costs for a chauffeur to return the vehicle and the passengers shall be assumed;

#### 603.8 Car ferries, car trains

Additional costs for new tickets for car ferries or car trains up to a maximum CHF 1'000 if a car ferry or car train connection is missed due to an insured event.

#### 603.9 Loss of keys

- costs of local breakdown assistance;
- costs of towing the vehicle to the nearest garage;
- costs for fetching or having the replacement key sent;
- costs for the onward journey by public transport and accommodation up to a maximum of CHF 2'000

The above list is conclusive.

Costs of alterations or changing of the vehicle locks are excluded.

## Roadside Assistance

### 603.10 Fuel Shortages and empty batteries

The cost of restoring a vehicle's roadworthiness (non-inclusive of fuel cost), or in the case of electric vehicles the cost of towing the vehicle to the next loading station, if the vehicle comes to a standstill on the roadway due to a lack of fuel or an empty battery/accumulator shall be assumed.

If the vehicle was refueled with the wrong fuel, we will bear the cost of towing the vehicle to the nearest garage. However, in such cases, consequential damage, such as damage to the engine and the catalytic converter, is not included.

### Art. 604 Additional Insured Benefits outside CH/FL

The benefits consist of the following:

#### 604.1 Shipping costs for spare parts

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

#### 604.2 Establishing the extent of damages

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

#### 604.3 Repatriation of the vehicle from abroad

Costs for repatriation of a repaired, unrepaired, no longer usable, or recovered vehicle from abroad to the repair workshop normally used in Switzerland and the Principality of Liechtenstein shall be assumed. The costs are however limited to the current value of the vehicle after the occurrence of the insured event. Repatriation of an unrepaired vehicle is only covered by the insurance if the vehicle is being or is going to be repaired.

### 604.4 Duties and fees for scrapping abroad

In the event of a total loss, assumption of costs for payment of all duties and taxes and the transport of the insured vehicle to the nearest scrap yard including the scrapping fee.

### Art. 605 Liability in connection with service provision

Provision of the service or organizing of the service is performed as ordered by the insured person, and may vary in foreign countries due to the local circumstances. Zurich assumes no liability for damage/losses caused by contracted service providers.

### Art. 606 Exclusions

Damage/losses are not insured:

- In connection with a traffic accident if the driver has a blood alcohol level of 1,6‰ or more (minimal value) or is unfit to drive due to the influence of medication with narcotic effect or drugs. If no blood sample has been taken, but rather an alcohol breath test performed, the same applies to a breath alcohol concentration of 0,80 mg/l or more.
- Due to particularly flagrant disregard of the speed limit, hazardous overtaking or participation in illegal motor vehicle racing as per Article 90, paragraph 3 of the Swiss Road Traffic Act (RTA).

## Deductible Exclusion for Rental Vehicles

### Art. 700 Territorial Scope

The insurance cover applies worldwide.

### Art. 701 Commencement and End of Insurance

The insurance coverage commences and ends as of the dates defined in the rental contract. If the vehicle is returned prior to the end of the return date defined in the rental contract, the insurance coverage ends as of this date. The insurance coverage applies to damage occurring during the term of the insurance contract.

### Art. 702 Insured Vehicles

The insurance covers the motor vehicle, motorboat or sailboat rented by an insured person. Rented vehicles that are used by an insured person for the purposes of exercising gainful employment are not insured.

### Art. 703 Insured Events

The insurance covers the deductible payable by an insured person due to damage to the rental vehicle or due to the theft or attempted theft of the rental vehicle.

### Art. 704 Insured Benefits

The amount of insurance benefits is determined on the basis of the deductible that an insured person has assumed within the rental vehicle contract. It is limited to a maximum amount of CHF 5'000. If the actual damage is less than the applicable deductible, a maximum of the actual damage will be compensated.

### Art. 705 Exclusions

No benefits shall be paid in connection with damage:

- in the case of which the rental contract or the insurer covering the loss has no deductible arrangement;
- in the case of which the accidental damage or theft insurance declines to pay benefits (benefit reductions do not count toward any deductible);
- to be borne in full by the lessee according to the rental contract;
- in which the driver was under the influence of alcohol (above the statutory alcohol limit for the respective country) or under the influence of medication with narcotic effect or drugs;
- to trailers.

# Home Care Service

## Art. 800

### Territorial Scope

The coverage applies to emergency situations at the place of residence of the Policyholder in Switzerland and in the Principality of Liechtenstein as well as at his vacation property in Switzerland, the Principality of Liechtenstein.

## Art. 801

### Insured Events and Benefits

Any event requiring immediate action to rectify a defect or damage or to avoid greater damage is regarded as an emergency situation. The following emergency situations are insured:

#### 801.1 Emergency situations resulting from a fire, natural hazards, theft or water event or glass breakage

If an emergency situation arises affecting the building in which the Policyholder resides as the result of a fire, natural hazard, theft, water damage, or in the event glass breakage, Zurich shall organize the contractors to carry out the immediate response measures required.

The insurance shall cover costs up to a maximum of CHF 1'000 per occurrence for engaging the contractor provided.

Any costs for replacement parts that are needed are not covered by the insurance.

#### 801.2 Loss of or damaged keys

If access to an insured location is no longer possible:

- as a result of loss or damage to keys or means of identification for electronic access systems such as codes, cards (badges), legics, smartkeys, etc.;
- because locks on entrance doors, the garage door or balcony doors are defective and can no longer be locked or opened;
- because an insured person has locked themselves in or out;

Zurich will organize the necessary assistance by an expert, even if it is not an emergency.

The insurance shall cover the cost of opening the door and the installation of an emergency lock at the insured location. In the case of electronic access systems, only the cost of opening the door is covered. If access to the insured person's private residence remains blocked (i.e. because the owner has not granted consent for the door to be opened) the cost of overnight accommodation for the people affected shall be covered.

The insurance shall cover costs of up to CHF 1'000 per occurrence. Any replacement parts that are needed are not covered by the insurance.

#### 801.3 Emergency situations for owners of buildings or condominium owners involving heating, air-conditioning, ventilation and elevator systems, sanitary and electrical installations

If an emergency arises as a result of a defect in:

- heating, air-conditioning and ventilation systems;
- elevator systems;
- electrical installations that are permanently connected to the building (i.e. fuse box);
- sanitary installations;

Zurich shall organize the necessary assistance by an expert.

The insurance does not cover:

- malfunction of heating systems due to a lack of oil;
- defective light fittings;
- replacement of lamps (i.e. light bulbs, neon tubes, etc.), starters and fuses;
- occurrences of loss events as the result from calcification.

The insurance shall cover costs up to a maximum of CHF 1'000 per occurrence for engaging the contractor provided.

Replacement parts that are needed are not covered by the insurance.

#### 801.4 Sanitary and sewage pipe cleaning service

Zurich will organize the necessary assistance by a specialist if an emergency arises as a result of a blocked or clogged pipeline within the locations insured (including the accompanying land), provided that the blockage cannot be removed with the typical household equipment.

The insurance shall cover costs for removing the blockage of up to CHF 1'000 per occurrence.

#### 801.5 Security service

If the place of residence or the building can no longer be provisionally locked following an occurrence of loss event, Zurich will organize temporary security. The insurance shall cover costs of up to CHF 1'000 per occurrence.

#### 801.6 Other services

As an additional service, we also provide the contact details of contractors to carry out the following subsequent work in and around the building:

- preparation of security analyses/loss prevention advice for your building or place of residence
- services in emergency situations in context with house and home care The costs for services used on the basis of the details provided are not insured.

## Art. 802

### Exclusions

Benefits are not provided:

- if the occurrence of loss is already covered by an existing household and/or other buildings insurance policy;
- if the occurrence of loss can be attributed to poor maintenance;
- if the manufacturer's specifications concerning use are not followed;
- if the occurrence of such an event was to be expected with a high degree of likelihood;
- for costs that are already covered by a warranty, service or maintenance contract.

# Travel Legal Protection Abroad

In addition to the provisions below, the common provisions per Articles 1–10 must be observed as well.

## **Art. 900** **Insurance Coverage for Litigation**

Insurance coverage applies to legal cases that occur during the term of the contract and after expiration of the qualifying period, provided the need for legal protection insurance also arises during the term of the contract. There is no cover for cases that are not reported until after the policy or termination of the legal expense insurance.

## **Art. 901** **Geographical limits**

The insurance coverage applies worldwide for events and claims occurring while traveling outside of Switzerland and the Principality of Liechtenstein.

## **Art. 902** **Insured Areas of Law**

Insurance coverage applies for the following legal fields (final enumeration):

### **902.1 Law of damages, criminal prosecution and victim support**

Assertion of non-contractual civil-law claims for damages (including claims under the Swiss Federal Victim Support Act) of an insured person in respect of property damage and personal injury (bodily injury/death), as well as pecuniary losses resulting directly therefrom;

Filing criminal charges, if this is necessary to enforce the aforementioned claims for damages;

### **902.2 Insurance law**

Disputes with private or public Swiss insurance institutions as a result of an accident or a violent crime abroad.

### **902.3 Criminal defense**

Safeguarding of rights of an insured person in criminal proceedings pertaining to the accusation of negligent violations of criminal law as well as events of criminal or penal proceedings brought against the insured person in connection with a traffic accident or failure to follow traffic regulations.

### **902.4 Confiscation of driver's license**

Protection of the legal interests of an insured person in proceedings before Swiss administrative authorities concerning the confiscation of the driver's license as a result of a breach of traffic regulations abroad.

### **902.5 Other contract law**

Protection of legal interests for an insured person, in the event of disputes arising from the following contracts (exhaustive list): For dispute amounts of CHF 500 or less, the insured person is only entitled to a one-time legal consultation from Orion.

- rent, loan or storage/escrow of movables in a foreign country;
- freight and transport contracts for the transport of luggage and/or a motor vehicle to and in a foreign country, and for transport to Switzerland due to unusability of the motor vehicle;
- repair of a motor vehicle during international travel;
- contracts for package holidays abroad (such as booking a flight, a hotel room, etc., and including contracts with foreign language schools), motor vehicle rental for a journey abroad, or sojourn rental of a holiday apartment abroad for up to a maximum of 6 months (irrespective of the place of booking and also in the event where the place of jurisdiction is Switzerland or the Principality of Liechtenstein).

### **902.6 Patient law**

Disputes against doctors, hospitals and other medical institutions as a patient abroad in the event of emergency medical treatment;

(An emergency exists if an insured person requires medical treatment during a temporary sojourn abroad and returning to Switzerland would not be reasonable. An emergency does not exist if an insured person travels abroad for the purpose of this treatment.)

### **902.7 Property law**

Disputes arising from the ownership, possession or other rights in rem to movables.

## **Art. 903** **Occurrence of a Legal Case**

The legal case is deemed to have occurred for:

### **a) Under the law of damages:**

at the time the damage was caused;

### **b) Under criminal law:**

at the time of the first actual or alleged violation of penal provisions;

### **c) Under insurance law:**

- in the event of bodily injury: upon the first occurrence of the health impairment that resulted in a disability or an inability to work;
- in all other cases: upon the first occurrence of the event that gives rise to the claim against the insurance;

### **d) In all other cases:**

at the time of the first actual or alleged violation of legislation or contractual obligations, unless it is already apparent previously for the insured person that legal differences could arise. In the latter case, the timing of recognition is relevant.

## **Art. 904** **Insured Benefits**

For insured legal cases Orion pays benefits up to a maximum of CHF 500'000 per occurrence within Europe, or a maximum CHF 100'000 per occurrence outside of Europe, as follows:

- processing and handling of these cases by Orion;
- the fee of a lawyer or legal counsel or mediator and, notwithstanding Art. 907.2, the costs of a defense lawyer for the first police interrogation up to a maximum of CHF 2'000 in cases as an accused in criminal proceedings. If there is a charge of intent, these costs must be reimbursed to Orion by the insured person;
- costs for an expert opinion required by court order or in consultation with Orion;
- court fees or other procedural expenses imposed upon the insured, including advances;
- any litigation court cost compensation awarded to the opposing party at the cost of the insured person, including collateral;
- collection services for compensation owed to the insured person from an insured case until there is a provisional or definitive attachment of property loss certificate, a request for a debt moratorium or a threat of bankruptcy;
- advances for bail after an accident to avoid being remanded in custody.

# Travel Legal Protection Abroad

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.

The full amount of any advances and security given will be credited toward the sum insured. Such advances and security must be refunded to Orion. If an event involves multiple persons insured under one or more contracts, Orion is entitled to limit benefits to the amount for upholding interests out of court until a test case has been litigated by attorneys selected by Orion. The provided benefit totals are calculated by combined aggregate for all insured persons covered under the same contract.

The insurance generally does not cover payment for:

- fines;
- costs of blood alcohol and drug analysis, medical or psychological examinations or road safety training ordered in traffic cases;
- damages;
- Expenses and fees for the first notice in criminal proceedings regarding traffic violations (such as an order of summary punishment or a decree regarding a fine, etc.) and administrative proceedings (i.e. warning, license suspension, road safety training, etc.). These costs and fees must be paid by the insured person, even in the event of a possible challenge;
- costs and fees that a third party has an obligation to assume or that must be borne by a liable party or a liability insurance company; Orion only pays advances in such cases;
- costs and fees for bankruptcy proceedings and filing for protection from creditors and for proceedings contesting claims or creditors' rankings, or for segregation of assets;
- translation and travel costs.

## Art. 905 Exclusions

The following exclusions apply to this insurance policy in addition to those per Art. 5:

- any areas of law not specifically designated as insured under Art. 902;
- cases in which the driver uses a vehicle not registered for public roads, is not authorized to operate the vehicle, does not have a valid driver's license, or drives a vehicle without valid license plates;
- cases as the owner/operator of vehicles used for business purposes such as taxis, or cars, vans, and trucks, used for industrial or commercial delivery or those used for drivers education or lessons, etc.;
- cases in connection with the assertion of claims for damages to any third-party vehicles driven by the insured person (i.e. company cars);
- cases in connection with alleged non-moving traffic violations (illegal stopping, parking, etc.);
- cases in connection with the reinstatement of a legally suspended driver's license;
- cases involving charges of exceeding the speed limit by 30km/h or more within town or city limits, and 40 km/h or more outside town or city limits or on main roads, and 50 km/h or more on highways;
- 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;
- cases as the owner, vehicle keeper or pilot of aircraft;

- contractual disputes in connection with watercraft with a catalog price exceeding CHF 150'000;
- contractual or other disputes in connection with any self-employed (including part-time) profession or employment preparations (i.e. training) for such a profession (this exclusion does not apply to occurrences in connection with the use of vehicles);
- defense against non-contractual claims for damages asserted by third parties;
- cases as a participant in a brawl or fight;
- cases involving defamation;
- cases directed against another insured covered under this contract or against this insured's liability insurance (this exclusion does not apply to the policyholder personally);
- disputes between domestic partners, roommates, spouses or members of a registered partnership;
- legal expenses insurance claims involving the collection of undisputed receivables;
- cases involving debt collection and bankruptcy law (however, collection measures for insured cases shall remain insured);
- cases directed against Orion, its executive bodies and employees as well as attorneys retained by Orion in an insured case.

## Art. 906 Reductions to benefits

Orion explicitly waives its statutory right to reduce benefits for insured events incurred through gross negligence, with the exception of non-appealable convictions for driving while impaired and under the influence of alcohol, medication or drugs and for evading the blood test.

## Art. 907 Settlement of a legal case

### 907.1 Principles

If an insured person wishes to make use of Orion's service for a legal case that has arisen, Orion must be notified immediately in writing.

### 907.2 Procedure

Orion determines the approach to be taken for the insured person's benefit. It conducts the negotiations for an amicable settlement and proposes mediation in appropriate cases. Orion decides whether to involve an attorney or mediator and whether to draw up expert opinions. It can impose restrictions as to the amount or substance of the warranty to defray costs. The insured person undertakes not to appoint any representative without having received a written declaration of approval from Orion in advance. If the insured person appoints an attorney or legal counsel, an expert or a mediator before reporting the case to Orion, any costs incurred by the insured person prior to reporting the case will be covered only up to CHF 300. Unless otherwise agreed, Orion will settle the costs with the attorney (also in the case of a legal dispute) based on the work involved. Orion will not pay any contingency fee that the insured person may have agreed to with the attorney.

### 907.3 Buyout of the amount in dispute

Instead of absorbing the costs in accordance with Art. 904, 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 delcredere risk.

# Travel Legal Protection Abroad

## 907.4 Selection of an attorney

If representation is needed for court or administrative proceedings or in the case of any conflicts of interest, Orion grants the insured person the free choice of an attorney. Orion is entitled to refuse an attorney proposed by the insured person. The insured person may then propose three attorneys from different law firms within the place of jurisdiction for the claim, and Orion will choose one of these three to be appointed. This applies regardless of whether there was an obligation to grant the free choice of an attorney or Orion agreed to an attorney being appointed for other reasons. No reasons need to be given for refusing an attorney. If the attorney is changed at a later date at the insured person's request, the insured person must pay any additional costs incurred thereby.

## 907.5 Information and power of attorney

The insured person or his legal counsel must provide Orion with 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. If an attorney has been appointed, the insured person must authorize the attorney to keep Orion informed about the development of the case, including, but not limited to, providing Orion with the documents needed to assess the insurance coverage or the prospects of success.

## 907.6 Settlements

Settlements that contain obligations for Orion may only be concluded by the insured person with Orion's consent.

## 907.7 Indemnification of litigation and other party costs

Any compensation granted to the insured person for court or other expenses (in court or out of court) is to be ceded to Orion, up to the amount of the benefits paid out by Orion.

## Art. 908

### Differences of Opinion

If there are differences of opinion regarding the conduct of an insured legal case or the prospects of success for the legal case, Orion will justify its legal opinion without undue delay in writing and simultaneously remind the insured of his/her/its right to initiate arbitration within 20 days.

Any failure on the part of the insured party to request arbitration by this deadline is deemed to be a waiver. Upon receiving this notification, the insured party must take all measures needed to protect his/her/its interests personally. Orion is not liable for the consequences of inadequate representation of interests, including, but not limited to, missed deadlines. Each party must advance half of the costs of the arbitration; and the total costs must be borne by the losing party. The failure of one party to advance the costs will be construed as this party's acknowledgment of the opposing party's legal opinion. The parties shall jointly appoint a sole arbitrator. The proceedings are limited to one-time correspondence providing the petitions with supporting arguments and specifying the cited evidence of the parties to form the basis for the arbitrator's decision. The provisions of Swiss Civil Procedure Code (Schweizerische Zivilprozessordnung, ZPO) furthermore apply.

If Orion denies the benefit obligation and the insured person initiates legal proceedings at his own expense and obtains a judgment that is more favorable for him than the solution explained to him in writing by Orion or than the result of the arbitration, Orion will pay the costs incurred thereby just as if it had agreed to the trial.

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