Household Insurance
Customer information and
General Conditions of Insurance (GCI)

Edition 03/2017

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Customer information

The following customer information provides a clear, brief 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, the terms of the contract and the applicable laws, in particular the Swiss Federal Law on Insurance Contracts (LIC).

After the acceptance of the proposal/offer the Policyholder will be sent 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, and its registered office at Mythenquai 2, 8002 Zurich. Zurich is a public limited company under Swiss law.

Which risks are insured and what is the scope of the insurance coverage?
The insured risks as well as the scope of the insurance coverage are stipulated in the application/policy or the policy and in the terms of contract.

What is the amount of the premium?
The amount of the premium depends on the insured risks and the designated insurance coverage. A fee may be charged for payment in instalments. All information concerning the premium and any applicable fees is contained in the proposal/offer and in the policy.

When is the policyholder entitled to a premium refund?
If the premium has been paid in advance for an insurance term and the contract is canceled before the end of this period, Zurich will refund the pro-rated premium for the unexpired period of insurance. 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.

What other obligations does the policyholder have?
- Increase in risk: if a material fact changes during the term of the policy, resulting in a material increase in the risk of an insured event (total loss), Zurich must be notified in writing without delay.
- Ascertaining 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: 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 insurance coverage begin?
The insurance cover begins on the day stated in the proposal/offer or in the policy itself. Zurich provides provisional insurance coverage according to the insurance cover set out in the signed application up until the policy or the written rejection has been delivered. This shall apply for no more than two months after the commencement of the insurance according to the signed application.

When does the insurance contract end?
The policyholder may terminate the contract by giving notice:
- no later than three months before the expiration of the contract or, if agreed, three months before the end of the insurance year. The notice of termination shall have been given in good time if the policyholder receives it no later than on the last day of the three-month period. If the contract is not terminated, it shall automatically be extended for a further year. Temporary contracts with no renewal clause will automatically end on the date stipulated in the proposal/offer or in the policy itself;
- if Zurich changes the premiums. 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 cancellation will expire four weeks after the policyholder learns of the breach or one year after the breach occurs, whichever comes first.

Zurich may terminate the contract by giving notice:
- no later than three months before the expiration of the contract or, if agreed, three months before the end of the insurance year. Notice of termination shall have been given in good time if the policyholder receives it no later than on the last day of the three-month period. If the contract is not terminated, it shall automatically be extended for a further year. Temporary contracts with no renewal clause will automatically end on the date stipulated in the proposal/offer or in the policy itself;
- after every insured event for which a claim is payable, provided that notice of termination is given no later than at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the obligation to notify).

Zurich can withdraw from the contract:
- if the policyholder is late in paying the premium, has received a reminder, and Zurich opts not to demand payment of the premium;
- in the event of insurance fraud.

These lists contain the most common termination options only. The contractual provisions and the ICA/VVG contain other possible reasons.

How does Zurich handle customer data?
Zurich processes 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 is 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 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. If a broker or agent is acting on behalf of the policyholder or Zurich, Zurich shall be authorized to disclose customer data to him/her for the above-mentioned purposes. Zurich is 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 divi-
sions 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 shall guarantee the protection of the data through adequate safeguards. In addition, Zurich is 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 for the information stipulated by law concerning the processing of data pertaining to him/her.  

Prompt assistance and advice is also available for you worldwide and around the clock by calling us toll-free on 0800 80 80 80 (or +41 44 628 98 98 when calling from outside Switzerland). To ensure optimum service, we record all customer service center calls. The masculine forms of personal and possessive pronouns are used in this document to enhance readability and should always be understood to stand for the corresponding feminine forms as well.

### General Conditions of Insurance (GCI) Edition 03/2017

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

#### Common Provisions

**Art. 1**

**Basis of Contract**

The scope is based on the chosen insurance solution.

Furthermore, the provisions of the Swiss Federal Law on Insurance Contracts (LIC) of April 2, 1908 shall apply. For policyholders based in the Principality of Liechtenstein, the mandatory provisions of Liechtenstein law take precedence if there are any deviations from these conditions, especially those of the Liechtenstein Federal Law on Insurance Contracts (VersVG) from May 16, 2001.

**Art. 2**

**Inception and Duration of the Insurance**

The insurance begins on the date set out in the policy. Zurich provides provisional insurance coverage according to the signed application up until the policy or the written rejection has been delivered. This shall apply for no more than two months after the commencement of the insurance. An insurance year lasts for twelve months from the premium due date. Contracts with duration of less than twelve months shall end on the expiry date. All other contracts shall be tacitly renewed for one year, unless notice of cancellation is given in writing three months prior to expiration.

**Relocation Abroad**

Upon definitive relocation abroad (excluding the Principality of Liechtenstein and the enclaves of Büsingen and Campione), the personal liability insurance shall expire immediately upon the policyholder’s request or otherwise on the next premium due date. The buildings and movable structures insurances remain in place without any changes. All other insurances expire on the date of deregistration with the residence registration office.

**Art. 3**

**Premium Payments and Contract Amendments**

**3.1 Basis of the premium**

The premium is based on the information provided by the policyholder and the agreed scope of insurance. If one of these factors should change (age not included), Zurich must be notified immediately; Zurich is entitled to amend the contract to take account of the changed factors.

**3.2 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.

**3.3 Balances**

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

**3.4 Contract amendments**

If Zurich increases the premiums or if there is any change in the Conditions of Insurance, the sum insured, or in the regulation of the deductible, Zurich may demand an amendment to 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 increase to the end of the current insurance year. The cancellation letter must be received by Zurich no later than on the last day of the insurance year. If the contract is not cancelled, 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,
- Contract amendments due to changes in the details regarding the insurance contract,
- Automatic adjustment of the sum insured due to a new index of contents or, for buildings insurance, due to the housing cost index,
- The introduction or increase in statutory charges (e.g. fed. stamp duty),
- Legally or officially decreed contract amendments.

**3.5 Consequences of default**

If 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. Zurich may offset outstanding premiums against the indemnity.
3.6 Premium refund
If the contract is cancelled prematurely, Zurich shall reimburse the premium for the non-expired insurance term. Zurich reserves the right to settle any other open demands arising from this contract. However, the premium shall remain owed for the whole insurance year:
• if the contract is cancelled in the event of total loss,
• if the policyholder terminates the contract after a partial loss in the first insurance year.

Art. 4 No-claims Bonus
If agreed, Zurich shall grant a no-claims bonus on the premiums (with the exception of the natural hazards premium) upon expiration of three full years of insurance, if no benefits were claimed from the insurance contract in this period. The bonus shall be introduced as a repayment of 15% of the total premiums paid during this period.

If benefits are claimed in the event of a loss, the new period begins with the insurance year following the date when the occurrence of loss is reported.

Art. 5 Regulation of the Deductible

5.1 Application of the deductible
The deductible is deducted from the claim in advance. If the remaining amount exceeds the agreed benefit limit, this amount shall be paid.

5.2 Multiple deductibles
If more than one deductible applies to the same event, the higher deductible shall be deducted once. This regulation excludes earthquake damage and volcanic eruptions. The statutory provisions apply for natural hazards.

5.3 Waiver of the deductible
The agreed deductibles shall be waived if the entire contract has run for three full insurance years without any claims.

The only exceptions to this arrangement are:
• deductibles for damages caused by natural hazards,
• deductibles for damages caused by earthquakes and volcanic eruptions,
• deductibles for damages included in the “Extended Cover” supplementary insurance.

If benefits are claimed in the event of a loss, the deductibles agreed in the policy shall apply again from the date when the occurrence of loss is reported. The new period begins with the insurance year that follows the date when the event of a loss is reported.

Art. 6 Obligations in the Event of a Loss
Upon occurrence of the insured event, the claimant is obliged to:
• immediately notify Zurich of any information about the cause, amount and specific circumstances of the loss, and allow the necessary investigations,
• prepare a list of the affected property, indicating its value, upon request,
• as far as possible, take any measures necessary to preserve or salvage the insured property and to minimize the occurrence of loss and comply with any instructions given by Zurich during and after the occurrence of loss,
• issue the necessary authorities and surrender all relevant documents upon request,
• refrain from making any changes to the damaged property which could make it difficult or impossible to establish the cause of the damage or the amount of the loss, insofar as such changes are not made for the purpose of minimizing the loss or are not made in the public interest.

In case of theft, the insured person must also
• immediately notify the police authority; do not remove or change any traces of the crime without their consent and provide the necessary assistance to the authorities or Zurich,
• immediately notify Zurich if stolen property is recovered.

Art. 7 Due diligence
The insured persons are obligated to exercise due diligence and to take the necessary measures for the protection of the insured items against insured losses.

Art. 8 Breach of Obligations
A breach of obligations or obligations of due diligence may lead to the rejection or reduction of the indemnity amount. This disadvantage will not occur if the breach can be regarded as not being anyone’s fault in consideration of the circumstances. A premium payment missed as a result of the insolvency of the premium payer will be considered a culpable act.

Art. 9 Contractual Relationship Following of a Loss
Following every event of loss for which benefits are payable, the policyholder may cancel the contract no later than 14 days after learning of the payment of the indemnity. Zurich may cancel the contract no later than upon payment of the indemnity. If one of the parties terminates the contract, insurance coverage shall end 14 days after the other party receives the notice of termination.

Art. 10 Remuneration of the Broker
Zurich may remunerate any third party, as e.g. a broker, based on a respective agreement, in the event the policyholder’s interests regarding the conclusion of, or support connected to, this insurance contract were represented by such third party. The policyholder may request any specific information in this regard from the third party, if so desired.

Art. 11 Notification to Zurich
All notifications shall be sent to:
• Zurich’s Head Office in Zurich, or
• The representative office named on the last premium invoice.

The toll-free number 0800 80 80 80, or the international number +41 44 628 98 98, are available for telephone notifications.

Art. 12 Place of Jurisdiction
The policyholder or claimant may select one of the following as the place of jurisdiction for disputes arising from this contract:
• Zurich as the head office of Zurich,
• The Swiss or Liechtenstein – but no other foreign – residence or head office of the policyholder or beneficiary.

Common Provisions of Insurance for Contents of Household, Buildings and Movable Structures

Art. 13 Automatic Adjustment of the Sum insured
Household contents
The sum insured shall be adjusted on the basis of the index of contents every year on the premium due date, which may also result in a rate change.
Common Provisions

Building
The sum insured for buildings shall be adjusted on the basis of the building cost index every year, which may also result in a premium change. This adjustment shall be based on the building cost index determined and annually published by the cantonal buildings insurance company of the canton in which the building is located. The Zurich Total Building Cost Index shall apply in cantons without an index of their own.

Special risks – household contents, movable structures and buildings
Automatic adjustment of the sum insured does not apply to the special risk of contents and the special risk of buildings and movable structures.

Art. 14
Underinsurance
If the sum insured is less than the replacement value, the loss shall be indemnified only in the proportion which the sum insured bears to the replacement value, which, results in the amount of indemnity being reduced accordingly, including in the event of partial losses.

Zurich shall not raise objections on the grounds of underinsurance as long as the claim amount does not exceed 10% of the sum insured or CHF 30’000, whichever is less. This waiver does not apply for insurance against natural hazards based on the statutory provisions.

With insurance on a first-loss basis, losses shall be indemnified up to the amount of the agreed sum insured, regardless of underinsurance.

Art. 15
Proof of Loss
The claimant shall be required to prove the event of a loss. The sum insured shall not constitute any proof of either the existence or the value of the insured property at the time of occurrence of the loss.

Art. 16
Loss Minimization Costs
The insured benefits also include loss minimization costs. If they, together with the indemnity, exceed the sum insured, loss minimization costs are only paid if they were initiated by Zurich. No indemnity shall be paid with regard to the deployment of the fire department, the police or any other parties obligated to assist.

Art. 17
Statutory Provisions for Natural Hazards
If the compensation determined by all insurers for an insured event for a single policyholder exceeds CHF 25 million, the indemnities shall be reduced to this amount. The possibility of a further reduction is reserved pursuant to the following provision.

If the compensation determined by all insurers for an insured event in Switzerland and in the Principality of Liechtenstein, exceed CHF 1 billion, the indemnities payable to the individual beneficiaries shall be reduced such that the aggregate amount does not exceed this amount. Indemnities for damage to household contents, movable property and buildings shall not be added together for the limitation of benefits mentioned above. Losses separated in time and space shall be regarded as one occurrence if they can be traced to the same atmospheric or tectonic cause.

These limitations of benefits apply in the scope of mandatory statutory requirements for casualty insurance against natural hazards. Upon changing the statutory limitations of benefits the limitation of benefits applying at the time of the event of loss has precedence.

Art. 18
Compensation in Kind
Zurich may also pay compensation in kind at its discretion.

Art. 19
Change of Ownership
If the owner of the property insured under the insurance contract changes, the rights and obligations resulting from the insurance contract shall pass to the new owner.

The new owner may reject the transfer of the contract by means of a written declaration issued no later than 30 days following the change of ownership.

The insurer may cancel the contract within 14 days of learning of the new owner. The contract shall end no earlier than 30 days following cancellation.

Art. 20
Sanctions
Zurich will not provide any insurance benefits if, thereby, any applicable trade or economic sanctions would be violated.

Contents Insurance

Art. 101
Sum insured for contents
Contents are insured at the new replacement value up to the sum insured. This is to correspond to the amount for the replacement of all insured items together.

Art. 102
Temporal and Geographic Scope

102.1 Temporal scope
Occurrences of loss that occur during the period of insurance are insured.

102.2 Geographic scope

102.2.1 Locations
Insurance coverage applies at the locations in Switzerland, in the Principality of Liechtenstein and in the enclaves of Büsingen and Campione listed in the policy.

a) Contents at the place of residence
Contents at the policyholder’s place of residence are insured.

b) Contents in rented areas and at the workplace
If taken into account in the sum insured for contents at the place of residence, contents in separate areas such as community rooms, garages, workrooms and cold rooms as well as at the insured person’s workplace in Switzerland, in the Principality of Liechtenstein as well as in the enclaves of Büsingen or Campione shall be insured up to 25% of the sum insured, or a maximum of CHF 50’000. This does not include holiday homes, holiday apartments or secondary residences.

If the new value of items exceeds 25% of the sum insured or CHF 50’000, the entire contents in rented areas or at the workplace is insurable under “Special contents risk”.

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c) Contents in holiday home, holiday apartment or secondary residence
Contents in holiday homes, holiday apartments or secondary residences are insurable as additional locations with a separate sum insured.

d) Special contents risk
A special agreement can be reached to insure contents under special conditions or at certain locations, which are referred to in the application/policy (such as contents in rented areas, contents in hobby rooms and stored contents with a value of more than 25% of the sum insured or more than CHF 50’000 as well as contents circulating in bank safes, etc.).

e) Freedom of movement
If two or more locations are insured with Zurich (e.g. place of residence, holiday or secondary apartment, special risk etc.), freedom of movement exists between the individual locations.

f) Change of residence
The insurance coverage also extends to changes of residence in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione during the relocation and at the new place of residence. Zurich must be notified of any changes of residence no later than 30 days after the next premium due date. Zurich is entitled to adjust the premium to the new conditions.

102.2.2 Insurance beyond these locations (external insurance)
a) In Switzerland
Insurance coverage includes household goods situated outside the locations mentioned in the policy (in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione).

b) Abroad
Abroad the external insurance applies worldwide if the contents are located there no longer than 2 years. The coverage abroad also extends to damages due to earthquakes and volcanic eruptions.

c) Sum insured
The insurance coverage is limited to 25% of the sum insured with Zurich on household goods at the property, but CHF 50’000 at maximum.

Art. 103 Insured Persons
The insurance covers the policyholder and all persons who live with him in the same household or are away during the week/weekend but regularly return to his household on weekends/during the week.

Art. 104 Insured Property
Insured are:

- Contents, i.e. all chattels for private use which are owned by the insured persons.
- Cash assets, i.e. money, securities, savings books, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls.

Also insured, if included in the sum insured, are:

- fixtures and fittings in the building which are not or do not have to be insured together with the building,
- professional tools owned by the insured person and used by the insured person as an employee,
- leased or rented objects for private use.

Art. 105 Uninsured Property
The insurance does not cover

- motor vehicles and all means of transport for which a liability insurance policy is required, trailers, caravans, mobile homes, along with all their accessories,
- ships for which compulsory liability insurance is required by law, as well as those that are not taken home regularly after use as well as other motorized nautical vessels, along with their accessories,
- aircraft that must be entered in the Swiss Aircraft Register,
- property which is or must be insured with a cantonal insurance office,
- individual items for which special insurance exists. However, Zurich shall not raise an objection to this limitation, if the policy excludes insurance coverage because other insurance is in place, e.g. contents insurance,
- movable structures.

Art. 106 Generally Uninsured Events
The insurance does not cover losses as a result of warlike events, violations of neutrality, revolution, rebellion, insurrection, civil commotion (acts of violence against persons or objects resulting from riot or tumult) and measures taken against such, as well as from nuclear accidents, unless the insured person can prove that the losses are not connected to these events.

Insured Events

Art. 107 Fire

107.1 Scope of insurance
The insurance shall cover:

- damage caused by fire, sudden and accidental effects of smoke, lightning, explosion and implosion, falling aircraft and spacecraft, or aircraft and spacecraft making an emergency landing, or parts thereof, as well as meteors or other heavenly bodies,  
- damage due to extinguishing agents,
- loss of insured property as a result of such events,  
- damage through scorching and damage to contents inadvertently exposed to heat or warmth.

107.2 Limitation of the scope of insurance
Damage to live electrical machines, equipment and cables caused by the effect of the electrical energy itself is not insured.

Art. 108 Natural Hazards

108.1 Scope of insurance
The insurance covers damage to contents caused by flood, inundation, storms (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanches, snow pressure, rock slides, falling stones and landslides.

The loss of insured property as a consequence of such events is insured.
Art. 109
Earthquakes and Volcanic Eruptions

109.1 Scope of insurance
If specifically agreed, the insurance covers unanticipated and sudden damage, destruction or loss of contents at the place of residence or at a holiday home or secondary residence in Switzerland, the Principality of Liechtenstein as well as in the enclaves of Büsingen or Campione caused by earthquakes or volcanic eruptions.

Earthquakes are defined as the large-scale movement of the earth’s surface that is triggered by tectonic processes in the earth’s crust and earth’s upper mantle. In case of uncertainty as to whether the occurrence was an earthquake, the assessment of the Swiss Seismological Service (SED) is decisive. Volcanic eruptions are defined as the release of pressure upon the bursting open of a fissure, connected with lava flows, eruption of ash or other materials and gases released during a volcanic eruption. The insurance coverage also extends to Tsunamis, i.e. waves caused by earthquakes on the seabed, landslides, and volcanic eruptions or by meteorite impact.

Consequential losses caused by looting, fire or water (conclusive list) or as a direct or indirect consequence of an earthquake, volcanic eruption or tsunami is also insured.

Time specification
All losses within 168 hours of the first damaging tremor or eruption and attributable to the same cause represent the same event of loss. Losses commencing during the insurance term are insured.

109.2 Limitation of the scope of insurance
The insurance shall not cover losses:
- caused by the collapse of artificially created cavities,
- due to water from reservoirs, regardless of the cause.

109.3 Claims against other insurers and third parties
If Zurich provides benefits, which the beneficiary could also have claimed from other insurers or third parties, these claims shall be assigned to Zurich within the scope of the benefits. No benefits are provided for deductibles arising from other insurance contracts.

If losses due to earthquakes or volcanic eruptions must be insured with a cantonal institution, this insurance shall be considered supplementary insurance and is limited to the portion not covered by the cantonal institution. This regulation shall apply mutatis mutandis upon introduction of statutory state benefits in the event of earthquakes or volcanic eruptions (e.g. via an earthquake pool or a similar institution).

109.4 Exclusions
b) The following are excluded from the natural hazard insurance:
- Storm and water damage to ships and boats on the water.
- Damage due to vibrations/shock waves caused by the collapse of artificial cavities,
- Vibration/shock resulting from tectonic activities in the earth’s crust (earthquake) and volcanic eruptions.
- Earthquake and volcanic eruptions (e.g. via an earthquake pool or a similar institution).
- Operating and utilization damages which are to be expected, such as damage from civil engineering, mining, extraction of rocks, gravel, sand or clay,
- Damage due to subsidence, poor building land, faulty construction, artificial earth-moving operations, snow sliding from roofs, ground water, rising and overflowing of bodies of water which is known to recur at shorter or longer intervals,
- Damage caused by water from reservoirs or other artificial bodies of water, backflow of water from the sewerage system or changes in the atomic structure, irrespective of the cause,
- Damage due to vibrations/shock waves caused by the collapse of artificial cavities,
- Vibration/shock resulting from tectonic activities in the earth’s crust (earthquake) and volcanic eruptions.

110.1 Scope of insurance
The insurance covers losses due to the following events, if they are conclusively proven by forensic evidence, witnesses or on the basis of the circumstances:

• Theft
• Burglary
• Robbery
• Simple theft
• Vandalism
• Jewelry and watches
• Damage suffered when moving

110.2 Limitation of the scope of insurance
The insurance does not cover losses due to the loss or mislaying of property.
Contents Insurance

Art. 111

Water

111.1 Scope of insurance
The insurance covers damage to contents caused by:

• liquids and gases (including air) from pipes and installations serving the building at the insured locations, from connected equipment and apparatus, or from other water-conducting devices and equipment, such as aquariums, ornamental fountains, air humidifiers and water beds,

• rain or water from melting snow or ice that penetrates into the building from outside,

• damage to the interior of the building as a result of the backflow of water from the sewerage system or as a result of groundwater and subsurface water flowing underground.

The insurance also covers:

• the loss of insured property as a result of such events,

• the costs for repair of water pipes damaged by frost, or for the thawing of frozen water pipes, incl. water meters and connected devices installed by the tenant inside the building.

111.2 Limitation of the scope of insurance
The insurance shall not cover damage:

• caused by fire and natural hazards,

• caused by the penetration of rain or water from melting snow or ice through open skylights, open windows and doors, or through openings in the roof or in walls of buildings under construction or in connection with alterations or other work,

• arising during the filling and repair or inspection of heating and tank installations as well as that of heat exchangers and/or heat-pump circulation systems.

Art. 112

Benefits

112.1 Calculation of the indemnity
For contents, the indemnity shall be calculated on the basis of the amount needed to purchase new items at the time of the event of a loss, minus the residual value. Personal sentimental value is not considered. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

The sum insured forms the limit of indemnity unless the following benefit limits are applicable:

112.2 Benefit limitations

a) Jewelry
In the event of simple theft at the place of residence, inhabited holiday or secondary domicile as well as burglary in general (but not robbery), the benefit for jewelry is limited to 20% of the sum insured, or a maximum of CHF 30'000. Jewelry is not insured with stored contents. This limit does not apply if jewelry is locked in a safe weighing at least 100 kg, or in a safe built into the wall and the key or code of combination locks is either carefully stored or carried by those responsible on their person.

In an uninhabited holiday home or in holiday and secondary residences, jewelry is only insured if it is locked in a safe weighing at least 100 kg, or in a safe built into the wall and the key or code of combination locks is either carefully stored or carried by those responsible on their person. Under these conditions, the benefit limit for jewelry at these locations amounts to CHF 100’000.

b) Cash assets
Cash assets are insured against losses caused by fire, natural hazards, burglary and robbery as well as losses due to earthquakes and volcanic eruptions, up to CHF 5’000, unless a higher sum insured has been agreed. In Switzerland cash assets are insured during earthquakes and volcanic eruptions if an according agreement was made. For contents in a bank safe, the sum insured agreed for this applies. No benefits are provided for simple theft.

c) Breaking into motor vehicles
Losses due to theft from motor vehicles that have been broken into are covered up to CHF 5’000. No benefits are paid for cash assets.

d) Scorch damage
Benefits for damage due to scorching and damage to contents that were exposed to unforeseen heat or warmth that amount to a maximum of CHF 5’000.

e) Damage suffered when moving
Benefits of up to CHF 2’000 are insured for damage suffered when moving.

f) Guests’ personal effects and entrusted property
Guests’ personal effects (excluding cash assets and jewelry) at the insured locations and privately entrusted third party property are insured worldwide against fire, natural hazards, and water damage each up to a maximum of CHF 5’000.

112.3 Recovered property
Any property which is subsequently recovered shall be handed over to Zurich or the indemnity paid reimbursed.

Art. 113

Insured Costs

For the following costs arising from an insured event as a result of fire, natural hazards, earthquakes and volcanic eruptions, burglary, robbery or water damage at the insured location, the benefit per type of cost shall amount to 10% of the sum insured on household goods, but no less than CHF 5’000 per type of cost, unless a higher sum insured has been agreed:

a) Higher cost of living or loss of rent
These shall be determined on the basis of the costs arising from the inability to use damaged rooms as well as the loss of income derived from letting or subletting. Any costs saved will be deducted.

b) Debris removal and disposal costs
These shall be determined on the basis of the actual costs of altering or replacing the debris of insured property from the site of the loss and transporting it to the nearest suitable waste disposal site, including the deposit and destruction costs. Costs for the possible decontamination of insured property and the extinguishing water are also insured.

c) Costs of emergency glazing, emergency doors and emergency locks
These shall be determined by the actual costs of carrying out the measures taken.

d) Costs of changing locks
These costs shall be decided by the actual costs of altering or replacing locks at the locations indicated in the policy and to safe-deposit boxes rented by the claimant, including the relevant keys.

The maximum indemnity for all costs (a–d) combined shall be CHF 50’000.

This maximum indemnity does not include the following costs:
e) Other costs
For other costs which have demonstrably arisen from an insured event (not including simple theft) the maximum additional benefit shall amount to CHF 500. The increase or reduction of the sum insured has no influence on this benefit limit.

f) Building damage
The costs of repair are insured for building damage due to burglary or attempted theft, unless this is covered by any other insurance.

Art. 114
Deductible

Natural Hazards
The statutory deductible for natural hazards amounts to CHF 500 per event.

Earthquakes
The deductible for damage caused by earthquakes and volcanic eruptions in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione amounts to 10% of the loss amount, or a minimum of CHF 1'000 per event.

Other losses
For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
The following table provides an overview of the insured benefits and deductibles if all insurable events are included in the policy. The wording in these General Conditions of Insurance is decisive: The individually agreed, higher benefit limits and deductibles apply where insured:

<table>
<thead>
<tr>
<th>Insured property</th>
<th>Insured events</th>
<th>Benefit limit</th>
<th>Deductibles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contents at the place of residence</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contents, jewelry</td>
<td>Fire, water</td>
<td>Replacement value, max. sum insured</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Natural hazards</td>
<td>Replacement value, max. sum insured</td>
<td>CHF 500</td>
</tr>
<tr>
<td></td>
<td>Earthquakes, volcanic eruption</td>
<td>Replacement value, max. sum insured</td>
<td>10%, at least CHF 1'000</td>
</tr>
<tr>
<td>Household contents</td>
<td>Simple theft, burglary, robbery</td>
<td>Replacement value, max. sum insured</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Jewelry</td>
<td>Simple theft, burglary</td>
<td>20% of the sum insured, max. CHF 30'000, if not in a safe</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Burglary</td>
<td>Replacement value, max. sum insured, if in a safe</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Robbery</td>
<td>Replacement value, max. sum insured</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Cash assets</td>
<td>Fire, burglary, robbery</td>
<td>Max. CHF 5'000</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Natural hazards</td>
<td>Max. CHF 5’000</td>
<td>CHF 500</td>
</tr>
<tr>
<td></td>
<td>Earthquakes, volcanic eruption</td>
<td>Max. CHF 5’000</td>
<td>10%, at least CHF 1’000</td>
</tr>
<tr>
<td>Guests’ personal effects</td>
<td>Like contents</td>
<td>Max. CHF 5’000</td>
<td>Like contents</td>
</tr>
<tr>
<td>entrusted property of third party</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household contents</td>
<td>Damage through scorching</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Household contents in permanently rented areas and at the workplace</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household contents</td>
<td>Like contents</td>
<td>25% of the sum insured for contents at the place of residence, max. of CHF 50’000</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Jewelry, cash assets</td>
<td>Like contents</td>
<td></td>
<td>Like contents</td>
</tr>
<tr>
<td>Guests’ personal effects</td>
<td>Like contents</td>
<td></td>
<td>Max. CHF 5’000</td>
</tr>
<tr>
<td>entrusted property of third party</td>
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</tr>
<tr>
<td>Household goods in holiday homes, holiday apartments and secondary residences (other household goods)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Contents, jewelry</td>
<td>Fire, water</td>
<td>New replacement value, according to separate sum insured</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Natural hazards</td>
<td></td>
<td>CHF 500</td>
</tr>
<tr>
<td></td>
<td>Earthquakes, volcanic eruption</td>
<td></td>
<td>10%, at least CHF 1’000</td>
</tr>
<tr>
<td>Household contents</td>
<td>Simple theft</td>
<td>New replacement value, according to separate sum insured, only when inhabited</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Burglary, robbery</td>
<td>New replacement value, according to separate sum insured</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Jewelry</td>
<td>Burglary, robbery</td>
<td>Max. CHF 100’000 for jewelry only in a safe</td>
<td>CHF 200</td>
</tr>
</tbody>
</table>
## Contents Insurance

<table>
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<th>Insured property</th>
<th>Insured events</th>
<th>Benefit limit</th>
<th>Deductibles</th>
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<tbody>
<tr>
<td>Cash assets</td>
<td>Fire, burglary, robbery</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
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<tr>
<td></td>
<td>Natural hazards</td>
<td>Max. CHF 5’000</td>
<td>CHF 500</td>
</tr>
<tr>
<td></td>
<td>Earthquakes, volcanic eruption</td>
<td>Max. CHF 5’000</td>
<td>10%, at least CHF 1’000</td>
</tr>
<tr>
<td>Guests’ personal effects, entrusted property of third party</td>
<td>Like contents</td>
<td>Max. CHF 5’000 excluding cash assets and jewelry</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Household contents</td>
<td>Damage through scorching</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Stored or circulating household contents, hobby rooms etc. (Special contents risk)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Household contents</td>
<td>Like contents at the place of residence</td>
<td>Pursuant to separate sum insured</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Household contents in the bank safe (Special contents risk)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Household contents</td>
<td>Fire, natural hazards, water, burglary, robbery</td>
<td>Pursuant to separate sum insured</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Jewelry</td>
<td>Fire, natural hazards, water, burglary, robbery</td>
<td>Pursuant to separate sum insured</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Cash assets</td>
<td>Fire, water</td>
<td>25% of the sum insured for contents at the place of residence, max. of CHF 50’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Household contents</td>
<td>Burglary</td>
<td>25% of the sum insured for contents at the place of residence, max. of CHF 50’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Contents, jewelry</td>
<td>Natural hazards</td>
<td>25% of the sum insured for contents at the place of residence, max. of CHF 50’000</td>
<td>CHF 500</td>
</tr>
<tr>
<td></td>
<td>Earthquakes, volcanic eruptions outside CH/PL, Campione/Büisingen</td>
<td>25% of the sum insured for contents at the place of residence, max. of CHF 50’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Contents, worldwide</td>
<td>Damage through scorching</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Cash assets</td>
<td>Damage due to fire and natural hazards, burglary, losses from robbery; earthquakes and volcanic eruptions abroad</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td></td>
<td>Earthquakes and volcanic eruptions in CH/PL/Büisingen/Campione</td>
<td>Max. CHF 5’000</td>
<td>10%, at least CHF 1’000</td>
</tr>
<tr>
<td>Entrusted third party property</td>
<td>Like contents at the place of residence</td>
<td>Max. CHF 5’000</td>
<td>Like contents at the place of residence</td>
</tr>
<tr>
<td>Locked motor vehicle</td>
<td>Theft from vehicle broken into</td>
<td>Max. CHF 5’000</td>
<td>CHF 200</td>
</tr>
<tr>
<td>Damage suffered when moving</td>
<td>Violent damage in CH/PL, Campione/Büisingen</td>
<td>Max. CHF 2’000</td>
<td>CHF 200</td>
</tr>
</tbody>
</table>
Movable Structures Insurance
/mobile homes, caravans, apiaries and allotment chalets/

Art. 201
Temporal and Geographic Scope

Duration
The insurance coverage applies for losses occurring during the term of the contract.

Geographical scope of coverage
The insurance coverage is valid for the locations specified in the policy in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.

Art. 202
Insured Property
The insurance covers:
- the permanently stationed mobile home or unlicensed caravan stipulated in the policy, along with all their respective accessories,
- the contents of the mobile home or caravan, provided that they are household contents,
- the apiary defined in the policy, along with all the respective accessories, as well as the contents of the apiary, if this is household content. The contents shall also include bee colonies,
- the allotment chalet defined in the policy, along with all the respective accessories as well, as the contents of the allotment chalet, if this is household contents.

Art. 203
Uninsured Property
The insurance does not cover:
- motor vehicles, motorcycles, electric motorcycles as well as trailers, along with all their respective accessories,
- ships for which compulsory liability insurance is required by law, as well as those that are not taken home regularly after use and also other motorized nautical vessels, along with all their respective accessories,
- aircraft that must be entered in the Swiss Aircraft Register,
- property which is or must be insured with a cantonal insurance office,
- individual items for which special insurance exists,
- cash assets, i.e. money, securities, savings books, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones, pearls and valuables in apiaries or allotment chalets.

Art. 204
Generally Uninsured Events
The insurance does not cover damage caused:
- by earthquakes within Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione,
- by warlike events, violations of neutrality, revolution, rebellion, insurrection, civil commotion (act of violence against persons or objects resulting from riot or tumult) and measures taken against such, as well as from nuclear accidents, unless the insured person can prove that the losses are not connected to these events.

Insured Events

Art. 205
Fire
The insurance covers losses caused by:
- fire, smoke (sudden and accidental effects, but not gradual ones), lightning, explosion and implosion,
- aircraft and spacecraft falling or making an emergency landing, or parts thereof, and also meteorites or other heavenly bodies,
- loss of insured property as a result of such events. Damage through scorching and damage to contents inadvertently exposed to heat or warmth are insured.

Art. 206
Natural Hazards
The insurance covers losses caused by flood, inundation, storms (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanches, snow pressure, rock slides, falling stones and landslides.

The loss of insured property as a consequence of such events is insured.

Limitations of the scope of insurance
Damage caused by natural hazards does not include damage due to:
- subsidence, poor building land, faulty construction, poor building maintenance, failure to take preventive measures, artificial earth-moving operations, snow sliding from roofs, ground water, rising and overflowing of bodies of water which is known to be recurrent,
- water from reservoirs or other artificial bodies of water, backflow of water from the sewerage system,
- vibration/shock developing as a result of the breakdown of artificial cavities.

Art. 207
Theft
The insurance covers losses which have been conclusively established by evidence, witnesses or circumstances and which were caused by theft.

Burglary refers to the theft of property by perpetrators who forcibly enter a building, a room in a building, or locked containers in a room. Accessories and contents are covered only if they are stolen together with the movable structure or if they are stolen by breaking into the movable structure.

The insurance also covers malicious, i.e. intentional, internal damage, even without theft, if the perpetrator gained unauthorized access to the movable structure.

Art. 208
Water
The insurance covers damage caused by liquids and gases from pipelines, which exclusively service the movable structure and attached equipment and devices. The loss of insured property as a consequence of such events is insured.

Limitation of the scope of insurance
The insurance does not cover damage caused by extinguishing water.

Art. 209
Benefits

Sums insured and benefit limitations
Mobile homes and caravans are each covered for a cash value up to the agreed sum insured, together with all accessories. The contents of mobile homes and caravans are insured for the new replacement value up to the sum insured specified in the policy. The benefits for jewelry, furs and cash assets, i.e. money, securities, passbooks, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls, in mobile homes and caravans are limited to a maximum of CHF 5’000 in each case.

Apiaries and allotment chalets, along with all their respective accessories and contents, are insured at the new replacement value up to the sum insured stipulated in the policy.
Calculating the indemnity Mobile homes and caravans
In the event of partial losses, the actual costs of the repair work shall be indemnified, but not for more than the cash value (total loss).
The costs of repair will only be indemnified if the damage is fully repaired and an invoice is submitted. If no repairs are carried out, the benefit shall be limited to the loss in value.
The cash value is the amount that would have to be paid on the date of the loss or damage in order to purchase a similar mobile home or caravan of equivalent value on the open market. If no agreement can be reached regarding the cash value, the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall apply.
In the event of a total loss, the benefit shall always be reduced by the value of the unrepaired vehicle or accessories. If this amount is not deducted from the indemnity, the remainder shall become the property of Zurich when payment is made.

Household contents in movable structures, apiaries and allotment chalets
For household contents, apiaries and allotment chalets, the indemnity shall be calculated on the basis of the amount needed to purchase new items at the time of the event of a loss (=replacement value), less the value of the remains. Personal sentimental value is not considered. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

Damages through scorching and damage to household contents inadvertently exposed to heat or warmth is covered up to a maximum of CHF 5'000.

Art. 210
Insured Costs
If no higher sum insured has been agreed, debris removal and disposal costs as well as costs for any necessary decontamination of insured property, including soil and extinguishing water, which arise in connection with an insured event, shall be covered up to a maximum of CHF 5’000.

Art. 211
Deductible
The deductible for natural hazards amounts to CHF 500 per event.
For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Buildings Insurance

Art. 301
Temporal and Geographic Scope

Duration
The insurance cover applies to all losses that occur during the period of insurance.

Geographical scope of coverage
The insurance also extends to the building(s) specified in the policy, which is/are located in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

Art. 302
Insured Buildings
The insurance shall cover the residential buildings specified in the policy insofar as they do not contain any business premises. If a building is partially or fully converted to business premises after the conclusion of the contract, the cover will only continue until the end of the current insurance year.
The provisions of the mandatory cantonal buildings insurance shall apply for the delimitation between buildings and movable property (movable structures); the “Standards for Building Insurance” of the Swiss Insurance Association apply in cantons without mandatory building insurance, while the FMA regulation on mandatory building insurance applies in the Principality of Liechtenstein.

Art. 303
Uninsured Property
The insurance shall not cover property which is or must be insured with a cantonal insurance office.
Buildings Insurance

306.2 Limitation of the scope of insurance
The insurance does not cover damage to live electrical machines, equipment and cables caused by the effect of the electrical energy itself, by overvoltage or by heating as a result of overloading, as well as damage to electrical safety devices such as fuses occurring as a result of their fulfilling their normal purpose.

Art. 307
Natural Hazards

307.1 Scope of insurance
The insurance covers losses caused by flood, inundation, storms (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanches, snow pressure, rock slides, falling stones and landslides.

307.2 Limitation of the scope of insurance
a) The following damage shall not be deemed to be damage caused by natural hazards:

- Damage due to subsidence, poor building land, faulty construction, poor building maintenance, failure to take preventive measures, artificial earth-moving operations, snow sliding from roofs, ground water, rising and overflowing of bodies of water which is known to recur at shorter or longer intervals,
- Damage caused by water from reservoirs or other artificial bodies of water, backflow of water from the sewerage system or changes in the atomic structure, irrespective of the cause,
- Operating and use damage which is to be expected, such as damage from civil engineering, mining, extraction of rocks, gravel, sand or clay,
- Damage due to vibrations/shock waves caused by the collapse of artificial cavities,
- Vibration/shock resulting from tectonic activities in the earth's crust (earthquake) and volcanic eruptions.

b) The following are excluded from the natural hazard insurance:

- Damages caused by the weight of snow which only affect tiles or other roofing materials, chimneys or exhaust pipes.

Art. 308
Earthquakes and Volcanic Eruptions

308.1 Scope of insurance
If specially agreed, insurance coverage also extends to unforeseen and sudden damage, destruction or loss of items in the insured buildings in Switzerland, the Principality of Liechtenstein as well as in the enclaves of Bösingen or Campione caused by earthquakes and volcanic eruptions.

Earthquakes are defined as the large-scale movement of the earth's surface that is triggered by tectonic processes in the earth's crust and earth's upper mantle. In case of uncertainty as to whether the occurrence was an earthquake, the assessment of the Swiss Seismological Service (SED) is decisive.

Volcanic eruptions are defined as the release of pressure upon the bursting open of a fissure, connected with lava flows, eruption of ash or other materials and gases released during a volcanic eruption.

The insurance coverage also extends to tsunamis, i.e. waves caused by earthquakes on the seabed, landslides, volcanic eruptions or by meteorite impact. Consequential losses caused by looting, fire or water (conclusive list) as a direct or indirect consequence of an earthquake, volcanic eruption or tsunami are also insured.

Time specification
All losses within 168 hours of the first damaging tremor or eruption and attributable to the same cause represent the same event of a loss. Losses commencing during the insurance term are insured.

308.2 Limitation of the scope of insurance
The insurance shall not cover losses:

- caused by the collapse of artificially created cavities,
- due to water from reservoirs, regardless of the cause.

308.3 Claims against other insurers and third parties
If Zurich provides benefits, which the beneficiary could also have claimed from other insurers or third parties, these claims shall be assigned to Zurich within the scope of the benefits. No benefits are provided for deductibles arising from other insurance contracts.

If losses due to earthquakes or volcanic eruptions must be insured with a cantonal institution, this insurance shall be considered supplementary insurance and is limited to the portion not covered by the cantonal institution. This regulation shall apply mutatis mutandis upon introduction of statutory state benefits in the event of earthquakes or volcanic eruptions (e.g. via an earthquake pool or a similar institution).

Art. 309
Water

309.1 Scope of insurance
The insurance cover includes damage to buildings caused by:

- liquids and gases (including air) from pipes and installations serving the building as well as through liquids or gases from equipment and devices connected to them or from aquariums, ornamental fountains, air humidifiers, other equipment using water and water beds,
- rainwater or water from melting snow or ice which has penetrated into a building through external drainpipes, gutters, the roof itself or leaking windows and doors,
- damage to the interior of the building as a result of the backflow of water from the sewerage system or as a result of groundwater and subsurface water flowing underground,
- damage to the building from water that has escaped from swimming pools, whirlpools and ponds set up outdoors (which belong to the property on which the building is located).

309.2 Limitation of the scope of insurance
The insurance does not cover damage:

- as a result of planning and calculation errors or the incorrect construction, respectively faulty construction of the building, if a party involved in the building (contractor, architect, engineer, etc.) is responsible for the damage in accordance with statutory or contractual provisions. This limitation applies for five years from the completion of the building activity,
- caused by the penetration of rain or water from melting snow or ice through open skylights, open windows and doors, or through openings in the roof or in walls of buildings under construction or in connection with alterations or other work on the building,
- to the house façade (external walls, including insulation), on the roof and terrace (the load-bearing structure, the roof and terrace covering and the insulation) due to rain, snow and melt water,
- caused by thawing and repairing gutters, external drainpipes as well as the costs for clearing snow and ice,
- caused by extinguishing water,
- arising during the filling, repair or inspection of heating and tank installations, as well as of heat exchangers, heat-pump circulation systems or other heat recovery systems,
- to buildings caused by dry rot and fungal infestation of any kind without any previous, insured water damage.
309.3 Duties of care
For insurance against water damage, the policyholder is required, in particular, to maintain water pipes and the equipment and appliances connected thereto, to have blocked water pipe installations cleaned at their own expense, and to take appropriate measures to prevent freezing. As long as the building is unoccupied, even if only temporarily, the water pipes and the equipment and appliances connected thereto must be drained. This does not apply for heating installations, if they are kept running under suitable control.

Art. 310
Accidental Damage to the Building

310.1 Scope of insurance
The insurance shall cover losses to the insured building or to the construction work (damage or destruction) caused by unforeseen events during conversion or expansion work up to a total construction cost of CHF 200'000 (calculated based on SIA methods), insofar as such losses occur during the insurance term, for example, as a result of:

• planning and calculation errors, faulty construction, materials or workmanship,
• operating errors, negligence,
• deliberately destructive actions by third parties,
• failure of safety devices.

The insurance only covers losses during the construction phase, up to acceptance, which are borne by the policyholder.

If, in the course of alterations, the structure of the building which is to be altered is affected, an engineer with a recognized qualification must be consulted.

310.2 Limitation of the Scope of Insurance
The insurance does not cover:

• damage caused by fire, natural hazards, theft and water,
• provided building materials up to the time they are incorporated in the building,
• expenses incurred for remedying cosmetic defects, even if these resulted from an indemnifiable event.

Art. 311
Benefits

Sums insured and benefit limitations
The building is insured at its new replacement value up to the sum insured stipulated in the policy or the sum insured that results from the automatic adjustment of the sum insured.

A subsequent rise in prices shall also be insured with respect to any increase in construction costs as per the Zurich Construction Costs Index between the occurrence of the loss and the completion of rebuilding. It is taken into account for a period of two years from the occurrence of the loss and is limited to a maximum of 10% of the building sum insured.

Calculating the indemnity
The indemnity for insured buildings shall be calculated on the basis of the locally usual building costs (value when new) for a building of the same kind at the time of the event of a loss, less the value of the remains. Restrictions on rebuilding imposed by the authorities shall have no effect on this. Personal sentimental value is not considered.

In the event of partial losses, the costs of the repair shall be indemnified to a maximum of the new replacement value. Costs for site management are covered, if this has been arranged or approved by Zurich.

If the building is not rebuilt within two years at the same location, to the same extent and for the same purpose, the replacement value may not exceed the market value. If reconstruction is not possible within this period or at the same location, Zurich shall examine a divergent arrangement upon the well-founded application of the policy holder.

This shall also apply if the rebuilding is not carried out by the legal successor of the insured under family or inheritance law, or a person who at the time of the event of a loss had a legal title to acquire the building. For condemned buildings, the replacement value is the demolition value.

Art. 312
Insured Costs

312.1 Cost for locating, exposing and repairing
For insured water damage also covered are:

• the costs for locating, exposing and repairing burst pipelines as well as bricking up or covering/roofing repaired pipelines (incl. gas lines) inside and outside the insured building, provided the pipes belong to the insured building or to the insured equipment on the grounds of the insured building. Also insured are boreholes, underground thermal storage tanks, geothermal collectors and similar installations,
• the costs for installing and removing necessary, temporary water and drainage connections,
• the costs for the repair of frost-damaged water pipe installations incl. water meters and appliances connected thereto inside the building and pipes outside in the ground, provided they only serve the insured building, or the costs of thawing out such pipes, installations and appliances that have become frozen.

Not insured are:

• the costs for locating, exposing and maintaining pipes if the measures are officially ordered or occur for the purpose of maintenance or refurbishment,
• the costs for exposing and bricking up or covering/roofing repaired boreholes, underground thermal storage tanks, geothermal collectors and similar installations due to a general decline in performance.

Location, exposure and repair costs due to a natural hazard event are also insured if the cantonal building insurance does not provide any benefit.

The indemnity for search, exposure and repair costs amounts to a maximum of CHF 20'000 per event, unless a higher sum insured has been agreed.

312.2 Additional costs
For the costs arising from an insured occurrence of loss as a result of fire, natural hazards, earthquakes and volcanic eruptions (even where these perils are covered by the cantonal buildings insurance company), or water at the insured location, the maximum cover shall amount to 10% of the building sum insured (unless a higher sum insured was agreed upon in this section) and includes:
a) Loss of rent
This shall be determined on the basis of the costs arising from the loss of income derived from letting or subletting. Any costs saved will be deducted.

b) Living costs
These shall be determined on the basis of the costs arising from the inability to use damaged rooms and/or overheads such as mortgage interest in the event that the damaged building cannot be used.

c) Debris removal and disposal costs
These shall be determined on the basis of the actual costs of removing the insured building debris from the scene of the damage and transporting it to the nearest suitable waste disposal site, including the costs of storage and destruction. The costs for any necessary decontamination of insured objects, including contaminated soil and water for fire-fighting are also covered.

d) Costs of emergency glazing, emergency doors and emergency locks
These shall be determined on the basis of the actual costs.

e) Costs of moving and protecting
Indemnity shall be paid for costs that are incurred when other – undamaged, undestroyed, uninsured and insured – property has to be moved, modified or protected for the purpose of recovering or replacing insured property following an insured event.

If these costs are covered by the cantonal buildings insurance, Zurich shall not pay any benefit.

312.3 Additional events and costs

a) Costs of changing locks
Costs for the necessary change or replacement of keys, locks and electronic locking systems in the insured building as a result of a burglary or robbery, however, excluding simple theft or loss, up to a maximum of CHF 10'000 per occurrence.

Burglary includes damage caused by perpetrators, who force entry into a building or a room in it or break open a receptacle contained therein. Theft facilitated through the unlocking of doors using the correct keys or codes shall be regarded on a par with burglary insofar as the keys or codes were obtained by the perpetrator through burglary or robbery. These facts must be conclusively proven by means of forensic evidence, witnesses or on the basis of the circumstances.

Robbery, is theft by using or threatening to use violence against insured persons, as well as theft committed when resistance is impossible because of death, unconsciousness or accident.

b) Malicious damage
The costs for removing wantonly and maliciously caused graffiti from façades and for repairing other maliciously caused damage to the building. Indemnity for this purpose shall not exceed CHF 2’000 per occurrence.

This does not include damage as a result of a break-in or an attempted break-in.

c) Vending machines
Costs for the repair or replacement of a vending machine due to a burglary or demonstrated attempted burglary. The compensation shall be calculated according to the replacement value (repurchase amount) of the vending machine at the time of the event of a loss. Money shall be insured up to an amount of CHF 500 per vending machine.

d) Other costs
For other costs which have demonstrably arisen from an insured occurrence of loss at the location as a result of fire, natural hazards or water damage, the cover shall additionally amount to a maximum of CHF 500. The insurance shall not cover the costs of removing the cause of the loss.

Art. 313
Deductible
For damage caused by natural hazards, the statutory deductible amounts to 10% of the loss amount but a minimum of CHF 1’000 and not more than CHF 10’000 per event.

For damage due to earthquakes and volcanic eruptions, the deductible amounts to 10% of the loss amount, but a minimum of CHF 20’000 per event.

The deductible for damage due to earthquakes and volcanic eruptions amounts to 10% of the loss amount, but a minimum of CHF 1’000 per event for outdoor fixtures, fittings and installations (special risk Art. 304 GCI).

For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
Supplementary Insurance for Contents Insurance, Buildings Insurance and Movable Structures

The contract may include the following supplementary insurances for contents insurance, buildings or movable structures insurance, if expressly agreed and stipulated in the policy. The provisions in the respective basic insurance also apply, unless otherwise provided in the individual supplementary insurances.

**Art. 401**
Common Provisions for All Supplementary Insurances

**Insurance on a first-loss basis**
Underinsurance is not taken into account in insurance on a first-loss basis.

**Art. 402**
Simple Theft Outside the Home

**402.1 Geographic scope**
The supplementary insurance applies worldwide.

**402.2 Scope of insurance**
The insurance covers household contents outside the locations stipulated in Art. 110.1.3 against simple theft on a first-loss basis up to the agreed sum insured.

**402.3 Limitations of the scope of insurance**
The insurance does not cover cash assets or losses due to the loss or mislaying of property.

**402.4 Benefits and deductible**
Indemnity shall be paid for the costs of repurchasing an equivalent item at the time of the event of a loss, however no more than the sum insured.

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

**Art. 403**
Super Theft

**403.1 Geographic scope**
The supplementary insurance applies worldwide.

**403.2 Scope of insurance**
The insurance covers household contents outside the locations stipulated in Art. 110.1.3 against simple theft on a first-loss basis up to the agreed sum insured.

The insurance also applies worldwide for journeys either in excess of 50 km (linear distance) from the permanent residence of the insured person, or in the event of at least one overnight stay outside the home. It shall begin upon commencement of the journey after leaving the home and ends upon return once the insured person enters the home. In this case, the sum insured doubles and instead of simple theft outside the home, luggage insurance shall automatically apply as described below with following scope of insurance:

**403.3 Insured property**
The insurance covers private luggage and includes all property that an insured person takes on a trip for personal use, or transfers to a transport company for transportation.

**403.4 Uninsured property**
The insurance does not cover:

- cash assets, i.e. money, securities, savings books, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls,
- motor vehicles including motorcycles and electric bicycles, trailers, caravans, mobile homes, along with all their respective accessories, as well as aircraft, flying equipment and flying objects of all kinds for which liability insurance is required by law,
- business papers, objects used for business purposes, merchandise and sample collections,
- documents, tickets, stamps and pictures,
- ships for which compulsory liability insurance is required by law, as well as those that are not taken home regularly after use as well as other motorized nautical vessels, along with their accessories.

**403.5 Insured events**

**Damage to luggage**
The insurance covers damage to luggage as a result of theft or sudden, unforeseeable damage, destruction or loss. Parachutes, paragliders, hang gliders and kitesurfing equipment are only insured against theft or loss.

The insured person must ensure that the causes and extent of the loss are determined and certified by the transport company, tour or hotel management, the police or by the third party responsible.

**Delayed luggage**
The insurance covers the costs for absolutely essential acquisitions of replacement items up to 30% of the sum insured, if the luggage handed over to a carrier for transportation is delayed.

**403.6 Limitation of the scope of insurance**
The insurance shall not cover losses caused by:

- temperature and weather influences,
- the natural condition of the good, natural wear and tear, inadequate packaging and vermin,
- mislaying, misappropriation and embezzlement,
- the professional used property or the competitive use of sporting equipment,
- breakage of skis and snowboards, unless in connection with a traffic accident,
- official orders or measures.

**403.7 Claims for compensation against third parties**
If the insured person is entitled to claim damages against the carrier or third parties, they shall assign such claims to Zurich in the amount of the indemnity payments paid by Zurich. The insured person must provide Zurich with all evidence necessary to pursue such claims provided that the procurement of such evidence can be reasonably expected.

**403.8 Benefits and deductible**
The repair or cleaning costs will be indemnified. In case of total destruction, theft or definitive loss, the costs for the acquisition of an equivalent new product at the time of the event of a loss shall be reimbursed, but up to a maximum of the sum insured.

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
Supplementary Insurance for Contents Insurance, Buildings Insurance and Movable Structures

Art. 404
Loss of Keys
If simple theft outside the home or super theft have been agreed, the loss of keys pursuant is also insured.

404.1 Scope of insurance, benefits and deductible
In the event that keys or codes, cards for electronic access systems (badges) and the like are lost, the cost of changing or replacing locks (including emergency locks) and the relevant key at the locations indicated in the policy is covered up to 50% of the agreed sum insured for simple theft, to a maximum of CHF 4’000. The doubling of the sum insured for super theft is not taken into consideration.

If the costs for emergency locks exceed the sum insured, the supplementary “Home Care Service” insurance can also be utilized, if this was included in the contract.

The loss of keys to leased safe deposit boxes is also insured within the same scope.

The deductible for the theft insurance applies.

404.2 Limitations of the scope of insurance
Not insured are keys, codes, badges etc. for business facilities and vehicles.

Art. 405
Glass Breakage

405.1 Geographic scope
This supplementary insurance exclusively applies at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

405.2 Scope of insurance
The insurance coverage shall be based on the following variants depending on the agreement:

a) Glass furniture
The insurance covers glazing on furniture as well as natural or artificial stone tabletops against loss or damage due to breakage.

b) All glass
The following loss or damage due to breakage is covered up to the agreed sum insured:

- Building glazing at the insured location, incl. glass bricks and dome lights,
- Glazing in furniture (as owner of the insured goods),
- Glass components of solar panels and similar panels,
- Acrylic glass or similar plastics, insofar as they are used in place of glass,
- Ceramic cook-tops, sinks, washbasins, bidets, urinals and lavatories including cisterns. Installation charges as well as necessary subsequent costs of up to CHF 500 for accessories and fittings are included in the insurance,
- Shower tubs and bath tubs, including partitions,
- Kitchen work surfaces and tabletops made from natural or artificial stone or ceramic as well as
- Costs of repairing chipped enamel surfaces.

As a tenant, the insurance coverage only applies for the rooms personally occupied, including adjoining rooms.

c) All glass and extended glass breakage
For this variant, the supplementary “All glass” insurance also extends to loss or damage due to breakage on:

- wall and floor tiles made from natural stone, artificial stone or ceramic in the insured building,
- façade linings and wall claddings made from glass and glass bricks, which are permanent fixtures of the insured building or were used as the actual structural fabric.

In the event of damage to individual wall or floor tiles, the replacement of the other tiles is also covered where necessary. For wall tiles, façade linings and wall claddings, the indemnity payments are limited to the affected wall area, or to the floor area of the affected room for floor tiles.

Where specifically agreed, this supplementary insurance pursuant to variants b) and c) in the buildings insurance shall only apply to commonly used rooms.

405.3 Limitation of the scope of insurance
The following shall generally be excluded from glass breakage insurance:

- damage to hand-held mirrors, optical lenses (glasses, binoculars, etc.), monitors of all kinds, glassware, hollow ware, art or decorative objects and light fittings, incandescent light bulbs, fluorescent light bulbs and neon lamps,
- mere surface damage and purely visual damage, such as scratches or spark residues, etc.,
- damage caused by building work,
- damage caused by fire or a natural hazard,
- consequential damage and damage due to wear and tear,
- greenhouse and hotbed windows,
- damage to components of electronic communication and entertainment devices, such as mobile phones, tablets, etc.

For mobile homes, caravans, apiaries and garden and allotment chalets, the “All glass” variant shall exclusively insure losses or damages due to breakage involving glazing in furniture, windows and roof openings made of glass, acrylic glass or similar plastics.

405.4 Benefits and deductible
The benefit depends on the selected variant:

First risk
In the event of a loss, the costs of repair or replacement shall be indemnified up to the agreed sum insured for each damaged or destroyed item of property. Transport costs, debris removal costs and costs for emergency glazing are taken into consideration, if they are included in the sum insured.

Flat rate
In the event of a loss, the actual costs that arise for replacement and emergency glazing as well as transport and debris removal costs are covered to a maximum of the agreed sum insured for the household contents or building.

No deductible is payable for glass breakage.

Art. 406
Accidental Damage Insurance

406.1 Geographic scope
The supplementary insurance applies worldwide.

406.2 Scope of insurance
This supplementary insurance covers the following depending on the agreement:

Accidental damage to contents
Household contents, i.e. all items of movable property for private use belonging to the insured persons, up to the agreed sum insured on a first-loss basis. The accidental damage to contents variant also includes accidental damage to electrical and sports equipment.
Art. 408
Damage Caused by Animals

408.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

408.2 Scope of insurance
The insurance covers bite and gnawing damage by wild, non-domestic rodents and martens, as well as damage to the insured building on a first-risk basis by house longhorn, woodworm, deathwatch beetle or ants. This list is exhaustive and conclusive.

408.3 Limitation of the scope of insurance
The mere removal of nests of any kind is not insured.

408.4 Benefits and deductible
The indemnity shall be calculated on the basis of the amount required to restore or repurchase an equivalent item at the time of the event of a loss up to the maximum of the sum insured. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 409
Accidental Damage to Cultivated Areas

409.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

409.2 Scope of insurance
The insurance covers outside property belonging to the insured building, such as lawns, ornamental shrubs, bushes, flowers, trees, enclosures, fences and hedges (natural or artificial), walls (excluding building façade), railings, garden gates (including automatic ones), steps, statues, fountains and ponds and their contents (excluding fish and animals), flagpoles, lighting systems, alarm systems outside the building, flagged and gravel paths, private access roads, traffic mirrors, satellite dishes, solar panels, etc., up to the agreed sum insured on a first-loss basis.

409.3 Insured damage
The insurance covers:

• damage or destruction caused by unforeseen, violent external effects on the insured items of property,
• damage caused by rodents and vermin,
• theft at the location.

409.4 Limitations of the scope of insurance
This contract does not cover:

• damage for which the manufacturer or vendor is liable by law or contract,
• damages due to earthquake, if this event is not included for the insured building as part of the basic coverage,
• internal damage, including wear and operating damage,
• sports equipment of any kind.

Art. 407
Frozen Goods

407.1 Geographic scope
This supplementary insurance shall apply at all locations insured with Zurich in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

407.2 Scope of insurance
The insurance covers damage to food stored in freezers for private consumption by insured persons should it become inedible due to an unforeseen failure of the cooling unit.

407.3 Benefits and deductible
The indemnity paid to replace the freezer contents shall amount to the market price of the spoiled food at the time of the event of a loss.

No deductible applies in the event of damage to frozen goods.
Supplementary Insurance for Contents Insurance, Buildings Insurance and Movable Structures

409.5 Benefits and deductible
The indemnity shall be calculated on the basis of the amount required to restore or repurchase an equivalent item at the time of the event of a loss, including debris removal costs, up to the maximum of the sum insured. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value. The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 410
Standard Domestic Installations Plus

410.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

410.2 Scope of insurance
The insurance covers unforeseen damage and destruction caused by forceful external or internal influences as well as directly resulting property damage to insured buildings, unless these are otherwise insured. The insurance also covers additional costs for replacement installations as well as loss of income as a consequence of the impossibility of feeding energy into public or private grids.

410.3 Insured Property
The insurance covers the following domestic installations installed inside the insured building or outdoors:

a) Complete heating systems consisting of furnace/boiler, fuel container, heat storage, control, adjustment and measuring units, etc.,
b) Ventilation and air conditioning systems,
c) Heat pumps (compressor/condenser circuit) with drive including electronic measuring, control and adjustment units, pipelines within the heat pump circuit, water storage, heat exchanger, heat transfer media with storage, data carriers,
d) Geothermal probes and -registers,
e) Photovoltaic systems consisting of: solar modules, converters/inverters, feed-in and generation meters, direct and alternating current cabling, building distribution boxes (only in connection with damage to the insured photovoltaic system), module support structures, assembly sets such as connection, attachment and linking sets, overvoltage and other protective equipment (lightning conductors, fuses, etc.), switches and separators, monitoring systems,
f) Solar thermal systems consisting of: collectors including absorbers (only flat-plate collectors or tube collectors), electronic measuring and control units and temperature sensors, pipelines inside the solar circuit, water storage, heat exchangers and glycol containers, additional heating (recharging systems) inside the solar circuit,
g) Passenger lifts and freight lifts, escalators, parking lift systems,
h) Lighting systems and illuminated advertising (including glass, lettering and paintings),
i) Alarm and monitoring systems, window closing systems,
j) Automatic doors and gates, automatic blinds,
k) Technical systems for swimming pools including covers,
l) Building control systems,
m) Water softening facility.

410.4 Limitation of the scope of insurance
The insurance does not cover:

a) Household appliances, such as washing machines, tumble driers, etc.,
b) Hybrid and thin film collectors, systems guided by the movement of the sun, systems with open, concentrating reflectors such as parabolic troughs, photovoltaic collectors on a non-mineral basis and untested technologies,
c) Liquid-carrying pipelines outside the unit generating and/or storing the heat,
d) Heating flows and return flows outside the unit generating and/or storing the heat; damage to liquids of all kinds,
e) Consumables, ion exchange resins, electrolytes, filter media, catalytic converters, and cold and heat transfer media,
f) Damage as a direct consequence of permanent, foreseeable influences of a mechanical, thermal, chemical or electrical nature such as aging, wear and tear, corrosion, decomposition, or of excessive deposition of rust, sludge, scale and other deposits. However, where such events lead to sudden and unforeseen damage or destruction of insured domestic installations, this consequential damage is insured:
g) Damage for which the manufacturer or seller, the repair, installation or service company are liable contractually or legally,
h) Damage during trials and experiments in which the normal load of an insured item is exceeded and which ought to have been known to the policyholder, their representatives or the responsible management,
i) Costs for alterations, improvements, inspections or maintenance work carried out in connection with the repair or restoration. No indemnity shall be paid in respect of loss in value,
j) The expenses for building work rendered in vain, any demolition as well as consequential costs arising from the elimination of the damage, if a new bore is required to repair the damage for geothermal probes and this is abandoned,
k) Losses due to fire and natural hazards, if domestic installations are insured by the cantonal buildings insurance, or such insurance is mandatory, as well as due to water.

410.5 Benefits and deductible
For replacement cost insurance, in the case of a total loss, Zurich indemnifies the amount required to acquire or manufacture an equivalent new product, up to the maximum of the agreed sum insured. Existing residues will be calculated at new value. The replacement cost insurance applies from the first activation of the brand new property, for a period of:

- twenty years for geothermal probes and heat exchangers,
- ten years for photovoltaic and solar systems (modules and collectors),
- four years for all other insured objects.

In the case of partial loss, the costs of repair are indemnified, while the repair costs are limited to the price of acquiring or manufacturing the damaged property.

Upon expiration of the replacement cost insurance, in the case of partial loss, Zurich indemnifies the repair costs up to a maximum of the cash value at the time of the claim. The cash value is the amount required for repurchase at the time of the claim, less the amortization, which corresponds to the technical service life of the insured property in consideration of the type of use. However, the amortization shall not exceed 80% of the new value. Existing remains are calculated on the basis of the cash value.

No deduction shall be made for technical added value. A maximum of the agreed sum insured shall be indemnified.
Supplementary Insurance for Contents Insurance, Buildings Insurance and Movable Structures

The costs for the restoration or replacement of geothermal probes that have become unusable shall be covered in the case of geothermal probes. A geothermal probe shall be regarded as unusable if a flow permanently reduced by more than 30% compared to the value documented in the test and acceptance record is measured without it being possible to prove damage to or destruction of the geothermal probe. A maximum of one drill hole per probe shall be indemnified.

The actual cash value will be paid for items no longer used. Documented additional expenses for replacement installations as well as loss of income resulting from an inability to feed surplus energy back into public or private grids shall be indemnified up to max. 25% of the sum insured (at least CHF 1’000). The indemnity period shall amount to twelve months.

The combined benefits are limited to the agreed sum insured as the maximum liability per event of a loss. The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

410.6 Obligation in the case of geothermal probes
The items insured and parts thereof must have been constructed according to recognized codes of the technology and of building practice. In particular, drilling companies must at least possess the FWS quality seal for geothermal probe drilling companies; planning, installation, testing and acceptance of geothermal probes must at least comply with SIA norm 384/6.

Art. 411
Damage to the Building

411.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

411.2 Scope of insurance
The insurance covers damage to the insured building due to proven burglary or attempted burglary, if this is not covered by another insurance. The theft of installed furnishings and fixtures, which are customarily regarded as part of the basic equipment of the dwelling, are also insured.

411.3 Benefits and deductible
The costs for the removal of damage to the insured building, including fixtures and fittings, are indemnified. The benefits are limited by the agreed sum insured. The benefits from this supplementary insurance and from the buildings insurance (Art. 300 et seq. GCI) are mutually exclusive. The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 412
Extended Coverage for Buildings

412.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

412.2 Scope of insurance

412.2.1 Civil unrest
The insurance covers sudden and unforeseen damage and destruction as a result of civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and damage caused by looting directly connected to civil unrest.

Limitations of the scope of insurance
The insurance does not cover:
- losses caused by water from reservoirs and other artificial water bodies,
- glass breakage and damage to sanitary facilities.

412.2.2 Malicious damage
This insurance covers sudden and unforeseeable malicious damage and destruction of the insured building. Malicious damage includes any intentional damage.

Limitations of the scope of insurance
The insurance does not cover:
- losses caused by water from reservoirs and other artificial water bodies,
- glass breakage and damage to sanitary facilities,
- loss of property.

412.2.3 Vehicle impact
Losses or damages caused by vehicle impact are insured.

Limitations of the scope of insurance
The insurance does not cover:
- damage to vehicles (including goods carried) that are involved in the occurrence of loss,
- damage covered by mandatory liability insurance.

412.2.4 Building collapse
The insurance covers damage to the insured building as a result of collapse.

Limitations of the scope of insurance
The insurance does not cover damage caused by:
- poor building maintenance and poor building land,
- properties that are under construction or being converted,
- fire or natural hazards and earthquakes,
- terrorism,
- water from reservoirs and other artificial bodies of water.

412.3 Sum insured, benefits and deductible
The sum insured amounts to 10% of the value of the building, up to a maximum of CHF 100’000. The indemnity covers the costs for the repair of damage to the insured building.

The deductible amounts to CHF 2’000 per event. This deductible shall not be payable, if the costs for the removal of malicious damage is also covered by the building insurance (Art. 312.3b GCI).

Art. 413
Devices and Materials Including Fuels

413.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

413.2 Scope of insurance
The insurance covers:
- damage caused by fire, natural hazards, theft and water events,
- damage caused by earthquake if this event is included in the basic insurance for the insured building.
413.3 Insured property
The insurance covers all (full value) of the devices and materials, including fuels, used to maintain, use and manage the insured building and the associated property.

413.4 Benefits and deductible
The amount necessary to acquire or manufacture an equivalent new product or quantity shall be reimbursed. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value. The statutory deductible for natural hazards amounts to CHF 500 per event. For equipment and materials that do not belong to the private household contents, per event 10% of the indemnity, but at least CHF 2'500 and at most CHF 50’000. For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 414
Theft (Building)

414.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

414.2 Scope of insurance
The insurance also extends to losses up to the agreed sum insured due to theft.

414.3 Insured property
The insurance covers chattels located outdoors that belong to the building, or to the fittings and fixtures.

414.4 Benefits and deductible
The amount required to acquire or manufacture an equivalent new product shall be reimbursed. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value. The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 415
Misuse of Customer Cards, Credit-, Bank-, Post Office and SIM- Cards

415.1 Geographic scope
The supplementary insurance applies worldwide.

415.2 Hotline for reporting lost or stolen cards
Zurich offers a 24-hour hotline for reporting lost or stolen:
- credit cards, bank cards and post office cards;
- SIM cards;
- customer cards for cashless payment transactions that you have registered with Zurich and that were issued in Switzerland.

Following your notification given under 0800 80 80 80 (from outside Switzerland +41 44 628 98 98), your registered cashless payment cards will be suspended by the relevant institutions. If the card issuer, etc., does not allow the reporting of lost or stolen cards 24 hours a day, the card will be suspended the next business day.

The insured benefits defined in Art. 415.3 shall remain in force even if the institutes to be notified cannot be reached.

415.3 Insured damage

415.3.1 Scope of insurance
The insurance shall cover financial losses caused by the misuse of credit, bank, post office and customer cards by persons outside the group of insured persons, including charges for blocking and replacing cards.

415.3.2 Limitation of the scope of insurance
The insurance does not cover losses caused by the insured person’s gross negligence, e.g. if a card that requires a signature does not bear one, the PIN is written on the card, the lost or stolen card is not reported immediately or the obligations defined by the card issuer have been breached.

415.3.3 Benefits provided by Zurich
Unless otherwise agreed, Zurich shall cover the part of the loss for which the insured persons are liable to the company issuing the cards (department store, credit card institute, bank, etc.) pursuant to the general terms and conditions, up to a maximum of CHF 5’000 per card and a maximum of CHF 10’000 per event.

415.4 Misuse of SIM cards

415.4.1 Scope of insurance
The insurance covers the pecuniary loss (call charges, SMS, MMS, data transfer, data transmission and contactless payment) resulting from the misuse of SIM cards between the time of the theft and the notification of Zurich.

Duties of care
The insured person must comply with the duty of care specified by the mobile network operator.

415.4.2 Limitation of the scope of cover
The obligation to pay indemnity is waived if the theft is not reported to Zurich or the provider within 24 hours.

415.4.3 Benefits
Zurich shall provide indemnity based on the invoice that clearly shows the costs up to a maximum amount of CHF 1’000.

415.5 Deductible
No deductible is payable for losses due to the misuse of customer cards, credit cards, bank cards, post office cards and SIM cards.

Art. 416
Home Care Service

416.1 Geographic scope
This supplementary insurance shall apply at all locations insured with Zurich in Switzerland, the Principality of Liechtenstein and in the enclaves of Büsingen and Campione.

416.2 Scope of insurance and benefits
Any event requiring immediate action to rectify a defect, damage or to avoid greater damage is regarded as an emergency situation. The following emergency situations are insured:

416.2.1 Emergency situations resulting from a fire, natural hazard, 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 hazards, theft, water event or glass breakage, Zurich shall organize the contractors to carry out the immediate response measures required.

The insurance covers costs up to a maximum of CHF 1’000 per occurrence for engaging the contractor provided.

Any replacement parts that are needed are not covered by the insurance.
416.2.2 Loss of keys or damage to 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 himself or herself in or out,

Zurich shall organize the necessary assistance by an expert, even if an emergency situation does not exist.

The insurance covers 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 person's own apartment remains blocked (e.g. because the owner has not granted consent for the door to be opened), we shall cover the cost of overnight accommodation for the people affected.

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.

416.2.3 Emergency situations for owners of buildings or condominium owners involving heating, air conditioning and elevator systems, sanitary and electrical installations
If an emergency arises as a result of a defect on:

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

Zurich shall organize the necessary assistance by an expert.

This contract does not cover:

- failure of heating systems due to a lack of oil,
- occurrences of loss resulting from calcification,
- defective light fittings,
- replacement of lamps (e.g. light bulbs, neon lamps, etc.), starters and fuses,
- the costs for the necessary spare parts.

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

416.2.4 Pipe cleaning service
Zurich shall organize the necessary assistance by a specialist if an emergency arises as a result of a blocked pipe in the locations insured (incl. the accompanying land), provided that the blockage cannot be removed with typical household equipment.

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

416.2.5 Security service
If the place of residence or the building can no longer be provisionally locked following an occurrence of loss, Zurich shall organize temporary security.

The insurance covers costs of up to CHF 1'000 per occurrence.

416.2.6 Additional services
As an additional service, we also provide the contact details of contractors for carrying out subsequent work in and around the building:

- Preparation of security analyses/prevention advice for the building or the policyholder's place of residence,
- Services in emergency situations in connection with house and home care.

The costs for services used on the basis of the details provided are not insured.

416.3 Limitation of the scope of insurance
No benefits are provided from this supplementary insurance:

- if the event of a loss is already covered by an existing household contents and/or buildings insurance policy,
- if the occurrence of loss can be attributed to poor maintenance,
- if the manufacturer’s specifications concerning use were 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,
- for deductibles arising from other insurance contracts.

416.4 What to do if an insured event occurs
In the event of a loss and for the necessary assistance benefits to be provided, Zurich is to be informed immediately:

Telephone 0800 80 80 80, telephone number for international calls +41 44 628 98 98.

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

416.5 Deductible
No deductible is payable for the Home Care Service.

Art. 417
Motorcycles and Electric Motorcycles
(Electric bikes with pedal-assistance up to 25 km/h are excluded)

417.1 Geographic scope
The supplementary insurance applies worldwide.

417.2 Scope of insurance
This supplementary insurance covers the following depending on the agreement:

Basic insurance
- Damage caused by fire and natural hazards,
- Break-in, robbery and simple theft at the residence,
- Losses caused by liquids from pipe installations or connected equipment,
- Damage caused by earthquake if this event in included in the household contents insurance.

Simple theft outside the home
- Theft, including use without permission.

Damage
- Destruction or damage due to an accident or crash during use.

417.3 Insured property
The insurance provides cover up to the agreed sum insured for motorcycles and electric motorcycles (e-bikes) as well as the e-bike's permanently connected accessories (not including trailers, streamliner trailers and electronic accessories not necessary to operate the e-bike). An underinsurance will not be asserted.

417.4 Limitation of the scope of insurance
The following items are not insured:

- malicious, i.e. intentional, damage by third parties,
- damage intentionally caused by the insured party, or which arose due to intentional neglect by the insured party,
- damage due to participation in races and training drives of any kind.
417.5 Benefits and deductible

a) Indemnity in the event of theft, robbery
   If the e-bike affected by the event of a loss is found within 30 days of reporting the theft, the necessary repair costs shall be covered up to a maximum of the indemnity for total loss.
   The indemnity for total loss is paid if the e-bike is not found within 30 days. Any e-bike found after this date shall be the property of Zurich.

b) Indemnity in the event of destruction or damage
   The repair costs are covered in the case of partial loss. The indemnity for total loss is paid if the repair costs reach or exceed the indemnity pursuant to the table.

c) Common provisions
   Damaged carbon frames shall be repaired wherever possible.

Indemnity for total loss
The indemnity shall be calculated as follows:
In the first year after a new purchase = repurchase price
In the second year after a new purchase = repurchase price
In the third year after a new purchase = 70% of the repurchase price
In the fourth year after a new purchase = 70% of the repurchase price
In the fifth year after a new purchase = 50% of the repurchase price
In the sixth year after a new purchase = 50% of the repurchase price
More than six years after a new purchase = cash value
The cash value is the amount that would have had to be spent on the date the damage occurred in order to purchase an equivalent vehicle on the free market. At the maximum the agreed sum insured will be compensated.
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Pet Insurance

Art. 501
Temporal and Geographic Scope
The insurance applies to all losses that occur during the period of insurance.

Art. 502
Insured Animals
The insurance shall cover the animals listed in the policy.

Art. 503
Scope of Insurance
The insurance coverage extends to accidents, i.e. any bodily impairment resulting from an accidental, sudden, external effect.

Art. 504
Limitation of the Scope of Insurance
This contract does not cover:
• transport costs,
• the consequences of breaches of the animal protection regulations or grossly negligent behavior by the policyholder or by persons living in the same household towards the insured animal.

Art. 505
Benefits
Zurich covers the necessary treatment costs up to the agreed sum insured per event and animal, consisting of:
• veterinary fees as well as treatments arranged by the veterinarian,
• hospital stays,
• radiology and radiotherapy treatments and surgical procedures,
• medications (not including special food).

Art. 506
Deductible
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
Art. 601
Temporal and Geographic Scope
The insurance shall apply to losses that occur worldwide during the period of insurance.
Occurrences of loss include all incidents of damage or destruction that are attributable to the same cause.

Art. 602
Insured Persons
The insurance covers the policyholder alone (individual person) or the policyholder and all persons who live with him in the same household or are away during the week/weekend but regularly return to his household on weekends/during the week (family insurance).

The insurance also covers:
- minor foster children, children in day care and children on vacation (in the care of the insured person),
- employees and auxiliary staff of an insured person, for damage they cause while carrying out a private assignment for an insured person or while performing their work duties. Claims from third parties for damages or compensation for services which they have performed for the injured party shall be excluded. Independent professionals and their auxiliary staff are not insured,
- persons in their capacity as head of the family, for damage caused by minors in their household who are temporarily staying with such persons free of charge,
- persons looking after an insured person's animals, provided the animals are kept for no more than two months and are not being looked after as part of a business.

Art. 603
Provisional Insurance
In the event of marriage, the establishment of a registered partnership or a domestic partnership, the insurance coverage also applies to the persons living in the same household for a period of one year.

Art. 604
Insured Characteristics
The insured persons are insured for the consequences of the actions in private life, especially in their capacity as:
- head of a family,
- employer of domestic servants, au pairs and babysitters for their personal needs,
- owners and occupiers of detached homes or apartment blocks without business premises, having not more than three dwellings. The insurer also covers the surroundings belonging to the building, private roads, outbuildings not used for profit-making purposes as well as apiaries and allotment chalets (movable structures),
- owners of freehold flats (apartments), i.e. owners of owner-occupied flats (including holiday flats) on a condominium basis. The insurance also covers liability claims arising from damage whose cause is to be found in the parts of the building for which the apartment owner has separate ownership rights as well as for liability claims arising from damage whose cause is to be found in communal parts of the building, premises or installations,
- if the condominium association has taken out building liability insurance, the insurance coverage for the personal liability insurance shall only cover that portion of the damage that exceeds the sum insured under the building liability insurance,
- owners of holiday homes, mobile homes, unlicensed permanently stationed caravans,
- tenants or lessees of residential buildings and premises occupied by them, including claims arising from damage to parts of the building and installations used communally. Damage caused by tenants includes damage to and destruction of the rental property,
- tenants of self-occupied hotel rooms, secondary residences, holiday apartments, holiday homes, movable structures and mobile homes and unlicensed permanently stationed caravans,
- the principal in contracts for the conversion, expansion and renovation of buildings, property and installations insured under this policy up to a total construction cost of CHF 200'000 (calculated in accordance with the estimates of the Swiss Society of Engineers and Architects, SIA). The total construction cost is considered the cost estimate (including planning fees, tradesmen's wages) less land costs, fees, and interest,
- owner, tenant, lessee of undeveloped plots of land (e.g. allotment gardens including allotment chalets for the cultivation of the gardens) and forest up to 10'000 m² in size,
- amateur sportsmen including sports events and competitions, provisionally insurance,
- persons in possession of fire-arms,
- members of the Swiss Army, the Swiss Civil Defense and the public fire brigade and first aid service,
- keepers of animals. Liability as a keeper of profit-yielding animals is insured up to a gross annual income of CHF 6'000. The statutory requirements for the keeping of animals must be satisfied,
- secondary occupation with a gross annual income of up to CHF 6'000. Income from child care earned as babysitters or foster parents shall not be subject to this limit.

Art. 605
Insured Damage
This insurance covers the insured person's statutory liability for:
- bodily injury, i.e. killing, injuring or any other or otherwise impairing the health of persons,
- property damage, i.e. liability for the destruction, damage or loss of property and the killing, injuring or loss of animals.

At the policyholder's request, Zurich shall also provide benefits for the following, even without legal liability, within the scope of the General Conditions of Insurance:
- Bodily injury and property damage caused by insured persons who are incapable or not fully capable of sound judgment and are living in the same household,
- Accidental damage to property either worn or carried by visitors, up to CHF 2'000 per occurrence. The following persons shall not be deemed to be visitors: craftsmen, suppliers and other persons on the insured person's premises in order to perform their services or business activity; tenants and subtenants occupying rooms, apartments and buildings of the insured person,
- Bodily injury and material damage caused by pets being looked after temporarily. Such injury or damage shall also be insured if it is inflicted on the person who temporarily has custody of the animal (unless this is done as part of a business),
- Property damage up to CHF 2'000 per occurrence caused by persons playing sports or games,
- Damage caused by day-care care and/or foster children, inflicted on the foster parents and persons living with them in the same household, shall be covered up to a maximum of CHF 2'000 per occurrence, if the damage is not covered by another insurance policy,
- Damage by private cleaning staff inflicted on the insured person, up to CHF 2'000 per occurrence, if the damage is not covered by other insurance.
Personal Liability Insurance

Art. 606
Third Party Liability for Custody Damages
This insurance covers the insured person’s statutory liability for claims from damage:

a) to third-party property, including bicycles, motorized cycles and electric bicycles, which are temporarily in the possession of an insured person for use, safekeeping or processing, e.g. on rent, on loan,

b) to acquired valuables (jewelry, furs, works of art, musical instruments and such like). The benefit is limited to CHF 25’000 per event.

c) from the loss of entrusted keys or codes, cards for electronic access systems (badges) and such like for the premises of an employer, public buildings and clubrooms up to a maximum of CHF 20’000 per occurrence. This includes the cost of the necessary changing or replacement of locks (incl. emergency locks) and accompanying keys,

d) from the loss of vehicle keys to the employer’s business vehicle. The costs for replacement keys are also covered.

In addition to the limitations of the scope of insurance (Art. 613), the insurance does not cover:

e) injury to horses which are in the insured person’s possession and damage to the associated riding gear or carriage equipment,

f) third party liability for damage to borrowed or rented aircraft and nautical vessels for which statutory liability insurance is mandatory,

g) property that is subject to a leasing or hire-purchase agreement.

Art. 607
Third Party Liability from the Use of Motor Vehicles
The insurance extends to claims against insured persons as drivers or passengers in a motor vehicle owned by a third party, if the claims are not insured by the compulsory liability insurance for the motor vehicle. If this kind of liability insurance exists, the insurance coverage is limited to the deductible and to the effective loss of discounts in the form of additional premiums or the loss of refund. Earlier downward adjustments of the liability insurance policy are not covered.

For losses occurring abroad, the maximum liability shall be CHF 2 million.

Art. 608
Third Party Liability from the Use of Bicycles and Equivalent Motor Vehicles
The insurance extends to claims against insured persons as drivers of bicycles and equivalent motor vehicles, if no compulsory liability insurance is in place.

If compulsory liability insurance exists, the insurance covers the claims for the part of the damage that exceeds the sum insured by the compulsory insurance.

Where the legally prescribed insurance has not been taken out, or where the driver does not have the legally required driver’s license, claims shall not be insured.

For losses occurring abroad, the maximum liability shall be CHF 2 million.

Art. 609
Third Party Liability from the Use of Ships and Aircraft
The insurance covers the insured person’s third party liability as the keeper or user of ships, surfboards, aircraft and flying objects of any kind for which liability insurance is not prescribed by law.

In the case of compulsory insurance, the third party liability as the keeper of model aircraft up to a maximum weight of 30 kg is also insured.

Art. 610
Provisions for Tank Installations
The insured person must ensure that tank installations are serviced by specialists within the statutory or officially prescribed period. Breakdowns must be rectified immediately and the necessary repairs and inspections must also be promptly performed. If these maintenance requirements are not met, the insurance coverage shall cease.

The insurance does not cover the costs of finding leaks, emptying and refilling installations, or the cost of repairs and alterations to the installations.

Art. 611
Environmental Impairment
The insurance covers the statutory liability for bodily injury and property damage arising in connection with environmental impairment, if this results from a single, sudden, unforeseen event that demands immediate action such as notifying the relevant authorities, alerting the public, or taking action to prevent or minimize losses.

Environmental impairment shall constitute sustained damage to the natural state of the air, water (including ground water), soil, flora or fauna by emissions, provided that this damage may have or had damaging or other effects on human health, property or ecosystems. “Environmental impairment” also includes the circumstances defined by law as “environmental damage”.

Limitations of the scope of insurance
The insurance does not cover third party liability for damage which is attributable to several events occurring together that are similar in effect (e.g. occasional drips of damaging substances penetrating the ground, repeated spillage of liquids from mobile containers) which trigger immediate action as described above, provided such action would not be necessary for single incidences of this kind.

The environmental impairment itself and claims in connection with contaminated sites are excluded.

Art. 612
Insured Loss Prevention Costs
If, as a result of an unforeseen event, the occurrence of an insured loss is imminent, the insurance also covers those costs which the insured person incurs in taking appropriate measures to prevent this danger. Loss prevention costs are deemed equivalent to property damage.

However, the insurance shall not apply to:

- the costs of eliminating a dangerous situation,
- the costs of loss prevention measures taken on account of snowfall or the formation of ice.

Art. 613
Limitation of the Scope of Insurance
The insurance does not cover:

a) claims for damage affecting the person or property of an insured person or of another person living in the same household as the insured,

b) losses in connection with a primary or uninsured secondary occupation or with an activity that an insured person performs without appropriate authorization,

c) damage to cash assets, i.e. money, securities, passbooks, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls, as well as documents, plans and military, civil defense and fire brigade material taken into care, custody or control for any reason,

d) damage due to wear and tear that is highly likely to occur,

e) damage due to the gradual influence of weather, temperature, humidity, smoke, dust, soot, gases, vapors or vibrations,
f) damage from contractually assumed liability over and above the statutory liability,
g) third party liability:
  • as the keeper of motor vehicles. This exclusion does not apply for the legally permitted use of the vehicle without license plates outside public traffic areas,
  • as the driver of a vehicle, without possessing the required driver’s license,
  • for damage in connection with journeys which are not legal or not allowed by the authorities or the owner,
  • for damage occurring while the vehicle is taking part in races, rallies and similar competitions, as well as all driving on racetracks,
  • for damage to motor vehicles used or steered and trailers as well as vehicles, which an insured person uses as a learner driver or as a legally prescribed passenger,
  • for recourse or compensation claims against an insured person as the owner, keeper, driver or passenger in a motor vehicle,
  • for damage to property transported with the motor vehicle,
h) financial losses, which are not due to an insured bodily injury nor to insured property damage,
i) all recourse and compensation claims:
  • by associations, clubs, foundations for benefits that they have paid to the injured party and
  • by other third parties for benefits that they have paid to the injured party for:
    − damage to property, including bicycles and motorized cycles which are temporarily in the possession of an insured person,
    − bodily injury and property damage caused by insured persons who are incapable or not fully capable of sound judgment and are living in the same household,
    − bodily injury and property damage caused by animals being looked after temporarily,
j) damage caused by laser, maser, or ionizing radiation,
k) damage caused by an insured person as a member of the Swiss Army or the Swiss Civil Defense through warlike acts or as a member of a foreign army,
l) damage in connection with the intentional committing of a crime or offense, the willful violation of statutory or regulatory requirements and the active participation in scuffles or brawls,
m) claims as a result of the transmission of contagious diseases of man, animals and plants,

Art. 614
Waiver of Reductions Due to Gross Negligence
If expressly agreed, Zurich shall waive a reduction in the insurance benefits due to gross negligence pursuant to Art. 14 (2) and (3) of the Swiss Federal Law on Insurance Contracts (LIC). This will exclude cases in which the insured person caused the occurrence under the influence of alcohol, drugs or because of the abuse of medicines. Causing an occurrence of loss through willful intent or recklessness shall also be excluded.

Art. 615
Benefits
The benefits shall consist of indemnification of justified claims and the defense of unjustified claims, including interest on losses, loss minimization costs, costs of expert reports, lawyer’s fees, court costs, arbitration costs and mitigation costs, indemnification of parties and insured loss prevention costs, limited by the sum insured stipulated in the policy at the time the loss occurred.
Zurich shall only handle the event of a loss, if the claims exceed the stipulated deductible. Zurich represents the insured person and is entitled to pay damages to the injured party directly and without deducting any deductible.
The insured person is not entitled to acknowledge or settle claims by the injured party without the prior consent of Zurich, or assign claims from this insurance to the injured party or third party prior to their final determination.
In the case of litigation, the insured person must grant the necessary power of attorney to the lawyer designated by Zurich. Zurich shall be entitled to the compensation for proceedings promised to the insured person to the amount of its benefits.
The settlement of the event of a loss by Zurich or a court judgment entered against them is binding for the insured person. The insured person must refund the agreed deductible, waiving all objections.
If an insured person becomes liable in the course of a gratuitous action, Zurich shall waive the assertion of a gratuitous action deduction.
The total of all losses arising from one and the same cause, irrespective of the number of injured parties or claimants, shall be deemed to be one occurrence of loss.

Art. 616
Deductible
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy. The deductible is only deducted once for damage caused by tenants.
The contract may include the following supplementary insurance if expressly agreed and stipulated in the policy. The provisions of the private liability insurance apply, unless otherwise specified in the individual supplementary insurances.

Art. 701
**Damage to Third-Party Motor Vehicles with a Maximum Total Weight of 3’500 kilograms as well as Trailers, Motorcycles and Boats**

701.1 **Scope of insurance**
The insurance covers statutory liability for accidental damage to the vehicle during its use as a driver or a legally prescribed passenger for student drivers for a maximum of 25 days per calendar year, regardless of whether a day at a time or on consecutive days. The maximum liability for trailers, motorcycles and boats amount to CHF 50’000 for each category.

Damage to trailers is only insured if they may be towed by passenger cars or other light motor vehicles up to a total weight of 3’500 kg in accordance with road traffic legislation.

701.2 **Limitation of the scope of insurance**
a) If accidental damage insurance is in place for the relevant vehicle, the insurance coverage is limited to the deductible and to the effective loss of discounts in the form of additional premiums or the loss of refund. Any further events of loss are not taken into account.

In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance does not cover:
b) damage to vehicles which are used by an insured person in connection with an occupational activity, or which have been entrusted by the employer or another insured person,
c) claims from the use of a vehicle for which the insured person is not authorized.

Art. 613 lit. g bullet point 5 is replaced as follows: Not insured is damage to vehicles and trailers that are rented by an insured person or are steered by same during commercial driving instruction.

701.3 **Deductible**
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 702
**Renting of Horses**

702.1 **Scope of insurance**
The insurance covers the statutory liability for accidental damage to borrowed or rented horses, and to horses being kept temporarily or ridden on behalf of a third party. If expressly agreed, damage from participation in equestrian events is also insured. Internal tests during training or schooling, fox hunts and dressage competitions shall not be deemed to be equestrian sporting events.

702.2 **Limitation of the scope of insurance**
The limitations of the scope of insurance in the private liability insurance (Art. 613) apply.

702.3 **Benefits**
Where a horse becomes temporarily unfit for use, Zurich shall pay the daily indemnity stated in the policy if so agreed.

If the riding gear or carriage equipment is destroyed, damaged or lost, an additional maximum of CHF 3’000 is insured per occurrence of loss.

The insurance benefits for the insured horse shall be capped at the agreed-upon sum.

For equestrian events, the total benefits shall be limited to the sum insured for this third party liability specified in the policy.

702.4 **Deductible**
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

702.5 **Loss assessment**
If the horse dies or if the veterinarian gives the order for it to be put down, Zurich must be notified in good time to allow it to organize a post-mortem or an expert’s report.

Art. 703
**Vintner as a Secondary Occupation**

703.1 **Scope of insurance**
The insurance covers the statutory liability of the insured persons from their secondary occupation in connection with the management of their own and/or a leased vineyard up to an area of 3’000 m2 for:

- bodily injury, i.e. killing, injuring or any other health impairments caused to persons,
- property damage, i.e. destroying, damaging or losing property.

703.2 **Limitation of the scope of insurance**
In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance does not cover:

a) damage to property which an insured person has taken into his possession for use, processing, safekeeping or transportation or for any other reason (e.g. on commission or for display purposes), or which he has rented or leased,
b) damage caused by water pipe sprinkling systems (“bisses”) as well as damage to water pipe sprinkling systems,
c) damage caused by pest control, plant protection and weed-killing with motor pumps which are subject to the provisions of road traffic legislation,
d) damage to property treated with pest-control, plant-protection and weed-killing agents, also property damage caused by these products within a radius of 10 meters from the treated plants,
e) claims regarding the performance of contracts or any claims which replace them for compensation due to non-performance or incorrect performance (entrepreneurial risk), especially claims concerning defects and damage sustained by products manufactured or supplied, or through work performed by the policyholder or on their behalf,
f) damage, the possible occurrence of which is accepted in the interests of a certain method of working for the purpose of reducing costs or accelerating the work process,
g) damage to installations and piping resulting from the gradual effects of polluting substances in waste water,
h) expenses for finding leaks and emptying and refilling installations owned by the company, and the costs of repairing and altering them.

703.3 **Deductible**
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
Special risks in personal liability insurance

Art. 704

Hunters

704.1 Scope of insurance
This insurance covers the insured person’s statutory liability for bodily injury and property damage as:

- hunters, game tenants, armed guest hunters, gamekeepers, game helpers, game managers, participants in hunting events and persons in charge of enforcing hunting laws,
- owners, tenants or lessees of installations (such as raised hides, fences) which serve the hunt and hunt protection,
- weapon owners, marksmen and dog-owners, to be specific, exclusively during the hunt and participation in hunting events (such as hunting dog tests and exercises, hunting shooting practice) and on the direct trip to or from the hunt,
- participants in the hunt shooting tests provided for in the hunt regulations,
- persons undergoing hunt training who go on the hunt as companions and cooperate in battues, but may not shoot themselves.

704.2 Limitation of the scope of insurance
Besides the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance also does not cover damage caused by game, damage to game or damage arising from the willful violation of statutory or official regulations on hunting and hunt protection.

Third party liability for installations (e.g. hunting huts), which belong to a hunting party are also not insured.

704.3 Benefits and deductible
The minimum sum insured shall be the legally prescribed guarantee sum, provided this is higher than the specified sum insured in the policy.

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 705

Secondary Occupation with a Gross Annual Income Exceeding CHF 6'000

705.1 Scope of insurance
The insurance exclusively covers statutory liability for bodily injury and property damage from the secondary occupation for:

- the policyholder and their representative,
- his employees and auxiliary staff (excluding independent contractors and professionals).

705.2 Limitation of the Scope of Cover
In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance does not cover:

a) claims regarding the performance of contracts or any claims which replace them for compensation due to non-performance or incorrect performance (entrepreneurial risk), especially claims concerning defects and damage sustained by products manufactured or supplied, or through work performed by the policyholder or on their behalf,

b) claims against the insured person as the driver of or passenger in third-party motor vehicles, ships and aircraft,

c) damage, the occurrence of which the insured person would have to expect as being highly likely. The same applies for damage, the possible occurrence of which is accepted, given the choice of a certain method of working for the purpose of reducing costs or accelerating the work process,

d) claims for loss prevention costs,

e) claims arising from the handing over of patents, licenses, research results and formulas to third parties,

f) financial losses, which are not due to an insured bodily injury or insured property damage,

g) damage to property treated with pest-control, plant-protection and weed-killing agents, and also property damage caused by these products within a radius of 10 meters from the treated plants,

h) property damage:

- which an insured person has taken into his possession for use, processing, safekeeping or transportation or for any other reasons (e.g. on commission or for display purposes), or which he has rented or leased,

- caused by the insured performing or failing to perform an activity on or with them (e.g. processing, repairs, loading or unloading of a vehicle),

i) damage in connection with an occupation that requires authorization, but which the insured person performs without authorization,

j) recourse or compensation claims from third parties for services which they have performed for the injured party.

705.3 Deductible
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 706

Recourse Protection for Teachers and Police Officers

706.1 Insured persons
The insurance shall cover active duty members of the Association of Swiss Police Officers (VSPB) and its sections and for teachers provided that the insured persons are specified in the policy.

706.2 Scope of insurance and benefits
The insured person shall be insured against the consequences of their acts and omissions in the performance of their duties for which the employer or an insurance company is seeking recourse to the insured person. This does not include deductibles owed by the insured person.

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

706.3 Limitation of the scope of insurance
In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), cases in which the insured person is under the influence of alcohol, drugs or the abuse of medication are also excluded.

706.4 Deductible
The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 707

Teacher Plus

707.1 Insured persons
The person listed in the policy shall be insured in his capacity as teacher, the accompanying persons and pupils also travelling.

707.2 Scope of insurance
The insurance coverage shall apply during school trips, excursions, hikes, class camps and outings and be granted if an insured person becomes severely ill, has an accident or dies.
707.3 Benefits
If an insured event occurs, Zurich shall provide the following benefits:
• assumption of the costs for the rescue actions and transports required, in the event of a medical necessity or at the request of the insured person, also for returning home or the return trip. The same applies for the recovery and repatriation of deceased persons,
• payment of an advance of up to a maximum of CHF 5’000 if an insured person has to be admitted to a hospital abroad ( repayable within 30 days of return to Switzerland),
• if the foreign hospital stay lasts longer than five days, the proven visiting costs (outward trip and return) for a related person (in the case of air travel, economy class) shall be covered,
• search, rescue and recovery operations up to a maximum of CHF 20’000.

If benefits were paid from this insurance for which the insured persons could also assert claims from a liable third party, or at the expense of a state or compulsory insurance, the insured person shall assign these claims to Zurich up to the amount of the benefits paid.

707.4 Procedure in the event of a loss
For assistance or in the event of a loss, we are here for you around the clock and around the clock on the toll-free number 0800 80 80 80 or +41 44 628 98 98 when calling from outside Switzerland.

707.5 Legal protection in criminal proceedings
In criminal proceedings against an insured teacher due to a breach of the professional duty of supervision of their pupils, Zurich shall cover the expenses in the proceedings (e.g. lawyer’s fees, court costs and costs for expert opinions as well as compensation for parties) as well as the costs imposed in the criminal proceedings, if the criminal proceedings are related to an insured liability event.

If other insurance coverage is in place, this insurance is limited to the part of the indemnity that exceeds the sum insured by the other insurance. Zurich shall determine a lawyer in agreement with the insured person for the defense in criminal proceedings. If the insured person does not agree to the proposals made by Zurich, the insured person must propose three lawyers from three different law firms, from which Zurich shall select the lawyer to be assigned. The insured is not entitled to engage a lawyer without the authorization of Zurich.

The insured person is obliged to inform Zurich of all verbal and written notifications and orders as quickly as possible and follow Zurich’s instructions. If the insured person takes any measures on his own initiative, or contrary to the instructions of Zurich, in particular, if he avails himself of a legal remedy without the express consent of Zurich, he shall do so for his own account and at his own risk. However, if such measures lead to a demonstrably more favorable result, Zurich shall reimburse the resulting costs retrospectively.

Court and litigation expenses awarded to the insured shall be assigned to Zurich up to the benefit amount, if they do not constitute compensation for personal efforts and expenses of the insured person.

If differences of opinion on the approach arise during the proceedings, or Zurich evaluates certain steps as futile, it shall inform the insured person of its position in writing, providing justifications, and also inform the insured person of their right to initiate arbitration proceedings.

Upon receipt of notification; the insured person must take all necessary measures to protect their interests in the criminal proceedings themselves. Zurich is not liable for the consequences of the inadequate representation of interests, especially missed deadlines. The insured person must notify Zurich of whether they wish to initiate arbitration proceedings within 30 days.

For the arbitration proceedings, the insured person and Zurich nominate a mutually acceptable judge. The judge shall reach a verdict after receiving a one-off correspondence in a simple and informal procedure and assign the costs to the parties based on the outcome of the proceedings. In all other regards, the provisions of the Swiss Civil Procedure Code (CPC) apply.

The insurance does not cover obligations of a punitive or quasi-punitive nature (e.g. fines) and the costs listed in the first fine order.

The maximum liability per event amounts to CHF 30’000. No deductible is payable.
Building Third Party Liability Insurance

Art. 801 Temporal and Geographic Scope
The insurance covers losses or damage caused at insured locations in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione during the term of the contract and occurring worldwide.

Occurrences of loss include all incidents of damage or destruction that are attributable to the same cause.

Art. 802 Insured Persons
This insurance covers the statutory liability of:

- the policyholder in his capacity as the owner of the insured buildings, land, and installations. If the policyholder is a partnership or if he has concluded the insurance policy on behalf of a third party, the partners or any other persons in whose name the policy is taken out shall be deemed equal to the policyholder in terms of rights and obligations,
- the policyholder’s authorized representative as well as the persons entrusted with the management or supervision of the insured building, land, or installations while performing their duties,
- employees and other auxiliary staff of the policyholder (excluding independent contractors and professionals employed by them, such as subcontractors) while performing their duties in connection with the insured land, buildings, and installations. However, this excludes any recourse or compensation claims by third parties for indemnities paid to the injured parties,
- the owner of the land if the policyholder only owns the building but not the land upon which it is constructed (ground lease).

Art. 803 Insured Third Party Liability
The insurance covers the statutory liability for the buildings (excluding any commercial operations), land and installations specified in the policy for:

- bodily injury, i.e. killing, injuring or any other health impairments caused to persons, and
- property damage, i.e. destroying, damaging or losing property. Impairment of the function of property without physical damage to the property itself shall not be deemed to be property damage. The killing or injuring of animals is deemed equivalent to property damage.

Art. 804 Insured Buildings, Land and Installations
The insurance covers the statutory liability from the ownership of the land, building and the associated installations and fixtures and fittings specified in the policy, including:

- tanks and tank-like containers,
- passenger lifts and freight elevators,
- parking spaces and parking garages for motor vehicles,
- playgrounds (with equipment, children’s pools etc.),
- private indoor and outdoor swimming pools that are not accessible to the public, hobby and leisure rooms,
- outbuildings (tool sheds, garages, greenhouses etc.),
- private roads belonging to the land or building.

Art. 805 Condominium Ownership, Co-Ownership and Joint Property

805.1 Condominium ownership
The insurance shall cover statutory liability:

- of the condominium association arising from common parts and areas of the building, and common installations, infrastructure and land,
- of the individual condominium owners arising from parts and areas of the building, installations, infrastructure and land to which they have separate property rights,
- of the individual condominium owners towards the condominium association for damage to common parts and areas of the building and common installations, infrastructure and land.

This contract does not cover:

- claims asserted by the condominium association against individual condominium owners for their part of the damage that corresponds to the ownership ratio of the condominium owner responsible for the damage,
- claims asserted by an individual condominium owner against the condominium association for their part of the damage that corresponds to the ownership ratio of the injured condominium owner.

805.2 Co-ownership
The insurance shall cover the statutory liability of all co-owners, including such liability as regards the claims of other co-owners.

The following items are not insured:

- claims arising from damage to insured buildings, land or other insured installations,
- the part of the damage that corresponds to the ownership ratio of the injured co-owner.

805.3 Joint property
The insurance shall cover all joint owners’ statutory liability.

The insurance shall not cover claims arising from damage suffered by another joint owner.

805.4 Family members of condominium owners, co-owners, and joint owners
The family members of condominium owners, co-owners, and joint owners shall be accorded the same status as that of the owner(s) they are related to.

Family members are defined as all persons who live with an insured owner in the same household or return as a weekly or weekend occupant in his household.

Art. 806 Environmental Impairment
The insurance covers the statutory liability for bodily injury and property damage arising in connection with environmental impairment, if this results from a single, sudden, unforeseen event that demands immediate action such as notifying the relevant authorities, alerting the public, or taking action to prevent or minimize losses.

Environmental impairment shall constitute sustained damage to the natural state of the air, water (including ground water), soil, flora or fauna by emissions, provided that this damage may have or had damaging or other effects on human health, property or ecosystems.

“Environmental impairment” also includes the circumstances defined by law as “environmental damage”.

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Limitations of the scope of insurance

The insurance does not cover liability for damages which are attributable to several events occurring together that are similar in effect (e.g. occasional drips of damaging substances penetrating the ground, repeated spillage of liquids from mobile containers) which trigger immediate action as described above, provided such action would not be necessary for single incidences of this kind.

The environmental impairment itself and claims in connection with contaminated sites are excluded.

Art. 807
Principal’s Liability

The insurance also covers claims from damages asserted against the policyholder in his capacity as the principal of conversion and expansion work done on buildings, land, and installations insured under this policy, up to a total construction cost of CHF 200’000 (calculated in accordance with the estimates of the Swiss Society of Engineers and Architects, SIA). The total construction cost is considered the cost estimate (including planning fees, workers’ wages) less land costs, fees, and interest.

Art. 808
Insured Loss Prevention Costs

If, because of an unforeseen event, the occurrence of an insured loss is imminent, the coverage shall also include those costs which the insured person incurs in taking appropriate measures to prevent this danger. Loss prevention costs are deemed equivalent to property damage. However, the insurance shall not apply to:

- the costs of eliminating a dangerous situation,
- the costs of loss prevention measures taken on account of snowfall or the formation of ice.

Art. 809
Limitations of the Scope of Insurance

The insurance does not cover:

a) claims for damages that affect the person or property of an insured person or another person living with the policyholder in the same household,

b) claims from a contractually assumed liability, over and above the statutory requirements,

c) damage which the policyholder, his representatives or persons entrusted with the management or supervision of the building, land, or installations should objectively have expected to occur with a high degree of probability,

d) damage to items of property which an insured person has taken into his possession for use or for safekeeping or which he has rented or leased,

e) damage to property due to the gradual influence of weather, temperature, humidity, smoke, dust, soot, gases, vapors or vibrations,

f) financial losses, which are not due to an insured bodily injury or insured property damage,

g) losses which are insured by another liability policy; in these cases, the insurance is limited to the part of the indemnity that exceeds the sum insured by the other insurance,

h) damage in connection with the intentional committing of a crime or offense as well as the willful violation of statutory or regulatory requirements,

i) claims in the context of nuclear damage as defined by Swiss nuclear energy liability legislation,

j) damage due to ionizing rays of electromagnetic fields (EMF) as well as electromagnetic interference (EMI),

k) damage of any kind due to warlike events, warlike activities and unrest of any kind,

l) damage due to mold, asbestos or urea formaldehyde.

Art. 810
Benefits

The benefits shall consist of indemnification for justified claims and defense against unjustified claims, including interest on losses, loss minimization costs, costs of expert opinions, lawyer’s fees, court costs, arbitration costs and mitigation costs, indemnification of parties and insured loss prevention costs, limited by the sum insured stipulated in the policy at the time the loss occurred.

Zurich shall only handle an event of loss, if the claims exceed the stipulated deductible. Zurich represents the insured person and is entitled to pay damages to the injured party directly and without deducting any deductible.

The insured person is not entitled to acknowledge claims by the injured party without the prior consent of Zurich, or assign claims from this insurance to the injured party or third party prior to their final determination.

In the case of litigation, the insured person must grant the necessary power of attorney to the lawyer designated by Zurich. Zurich shall be entitled to the compensation for proceedings promised to the insured person to the amount of its benefits.

The settlement of an event of loss by Zurich or a court judgment entered against Zurich is binding for the insured person. The insured person must refund the agreed deductible, waiving all objections.

The total of all losses arising from one and the same cause, irrespective of the number of injured parties or claimants, shall be deemed to be one occurrence of loss.

The sum insured is deemed to be an aggregate limit per insurance year, i.e. it shall be paid no more than once for all claims, taken as a whole, that are made against the insured person(s) during the same insurance year.

Art. 811
Deductible

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.
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