

General Terms and Conditions (GTC) of Motor Vehicle Insurance

M

Valid from January 2012

G Fully Comprehensive Insurance

Scope of the insurance

- G 1 Insured vehicles
- G 2 Equipment and accessories
- G 3 Insured events
- G 4 Supplementary cover
- G 5 Benefits

Exclusions

- G 6 No insurance protection

Insured event

- G 7 Partial damage
- G 8 Write-off
- G 9 Compensation guidelines
- G 10 What to do following an insured event
- G 11 Excesses

Concluding provisions

- G 12 Definitions

Scope of the insurance

G 1 Insured vehicles

Each vehicle indicated in the policy as an insured vehicle.

G 2 Equipment and accessories

2.1

Equipment and accessories means objects that are fixed to the vehicle or intended for exclusive use along with the vehicle. They do not include *inter alia* radio equipment, telephones, visual, data and audio media and mobile navigation devices.

2.2

Unless specifically agreed otherwise, equipment and accessories that are optional extras are also insured up to a total of CHF 1,000. These also include changes made to the vehicle (e.g. tuning), securely mounted vehicle parts, top cases and carrying cases, irrespective of whether they were supplied along with the vehicle, retrofitted or purchased as additional items.

G 3 Insured events

3.1 Fully comprehensive or fire and theft

The scope of insured events is specified in the policy. Fully comprehensive insurance includes G 3.2 to G 3.12, whilst fire and theft insurance includes G 3.3 to G 3.12.

3.2 Collision

Damage caused by sudden, violent, mechanical, involuntary, external influence, such as by impact, collision, crash, tipping over or sinking.

Collision damage to hire vehicles is only insured if this form of vehicle usage is specified in the policy.

3.3 Fire

Damage caused involuntarily as a result of fire, lightening strike, explosion or short circuit. Action taken to extinguish the fire is also covered. Battery damage and damage to electrical and electronic vehicle components is not covered if the damage was caused by an internal defect.

3.4 Natural hazards

Damage that is directly caused by sliding or falling rocks (precipitation onto the vehicle), landslides, flooding, inundation, hail or storms (75 km/h and above).

3.5 Sliding snow

Damage caused by snow or ice falling onto the vehicle.

3.6 Theft

Loss, destruction or damage caused by theft, misappropriation or robbery or attempts to commit such offences; breach of trust and fraud are not covered.

3.7 Animals

Damage caused by collision with third party animals on public roads; damage arising as a result of evasive manoeuvres is not insured.

3.8 Cable damage by rodents

Damage and consequential damage resulting from rodent bites is also insured.

3.9 Glass

Breakage of vehicle components made from glass or plastic used as a glass substitute (e.g. plexiglas); no compensation is paid in the event of a write-off or no repair is carried out.

3.10 Damage to parked vehicles and acts of vandalism

Damage caused to the vehicle whilst parked by persons or vehicles unknown. Paintwork scratches are not insured.

3.11 Damage whilst providing assistance

Damage and soiling of the vehicle and of clothing whilst providing assistance to persons involved in an accident.

3.12 Falling objects

Damage resulting from falling aircraft and space craft or parts thereof and emergency landing.

G 4 Supplementary cover

Insured, where specified in the policy.

4.1 Items conveyed

Personal effects conveyed by the driver and passengers are stolen along with the vehicle or from a locked vehicle compartment or damaged as a result of damage caused to the vehicle. Items conveyed do not include safety clothing: helmets, protective suits, motorcycle suits, protective gear, motorcycle boots and gloves. The following are not insured: cash, credit cards, savings books, securities including travelers cheques, travel tickets and season tickets, documents, animals, valuables, jewellery and precious metals, professional equipment and data loss or damage.

4.2 Special expenses

Expenses caused by the unavailability of the vehicle as a result of an insured event covered by fully comprehensive insurance. Snow pressure, avalanche; other natural disasters are not insured.

G 5 Benefits

The company shall pay:

- 5.1 in relation to an insured event, for the repair or write-off, fire service costs in the event of a vehicle fire and administrative charges relating to reports, confirmations and certifications;
- 5.2 in relation to an insured event, if the Allianz Suisse insurance does not include Breakdown Assistance or provide any benefits, recovery and transportation to the next suitable workshop, in the event of documented need the costs of a hire vehicle

within the same price category up to CHF 500, the return of the stolen vehicle to its ordinary location along with the import duty (motorcycles: without hire vehicle);

- 5.3 insofar as any items conveyed are insured: for their repair up to the agreed insured amount, in the event of a write-off the amount for their purchase as new;
- 5.4 in relation to damage to parked vehicles and that caused by acts of vandalism: a maximum of 2 claims per calendar year, up to CHF 2,000 per claim (less any excess). This shall apply irrespective of the number of insured vehicles and the number of months over the calendar year during which the contract applies;

- 5.5 insofar as special expenses are insured: up to the agreed insured amount, travel and transportation costs, the costs of hiring a replacement vehicle, the costs of overnight accommodation and other expenses arising due to the unavailability of the vehicle, in addition to the basic benefits under fully comprehensive insurance or breakdown assistance.

Exclusions

G 6 No insurance protection

There shall be no insurance protection:

- 6.1 for damage relating to operational faults and damage caused by the freezing of coolant;
- 6.2 for participation in races, rallies or similar high-speed competitions in addition to any driving on race tracks, racing circuits, or on roads used for such purposes, along with participation in training driving or off-road competitions or for sports driving instruction;
- 6.3 for damage caused during riots (however, insurance protection shall remain in place if the policyholder or the driver demonstrably took all reasonable steps in order to avert damage);
- 6.4 during the military or official requisitioning of the vehicle;

- 6.5 for damage caused during armed conflict or civil war;
- 6.6 for damage caused by earthquakes along with consequential losses;
- 6.7 for damage caused by nuclear energy along with consequential losses;
- 6.8 in the event that the vehicle is used by drivers who do not hold a valid driving licence or who are not accompanied as required by law;
- 6.9 for collisions, including consequential damage, occurring in the event that the vehicle is driven by a driver under the influence of alcohol (with a blood alcohol concentration of 1.5‰ or above, average value) or drugs;
- 6.10 for reductions in value, impaired performance or suitability for use and lower sale prices, including in the event that the vehicle is recovered;
- 6.11 for damage in respect of which claims may be brought against the manufacturer.

Insured event

G 7 Partial damage

- 7.1 The company shall pay for the repair unless the vehicle is written off.
- 7.2 In the event that the repair costs plus the residual value of the car exceed its current value, the company may pay out the current value as compensation, with the approval of the policyholder.

G 8 Write-off

- 8.1 **Write-off in the event of insured enhanced current value**
Write-off means that the repair costs exceed 65% of the value as new during the vehicle's first and second year of operation, or the current value during subsequent years. Compensation shall be equivalent to the market value increased by 20%, up to a maximum of 95% of the value as new. This compensation rule is set forth in the policy in scale B.
- 8.2 **Write-off in the event of insured current value**
Write-off means that the repair costs exceed the current value of the vehicle. The company shall compensate the current value, up to a maximum of 95% of the value as new.
- 8.3 **Write-off in the event of theft (enhanced current value and current value)**
A vehicle shall be written off in the event of theft if it is not relocated within 30 days of receipt of the written notice of claim or, in the event that it is relocated abroad, if it is not returned to Switzerland or the Principality of Liechtenstein within 30 days. Depending upon the agreement set forth in the policy, compensation shall be paid in accordance with G 8.1 or G 8.2.

G 9 Compensation guidelines

- 9.1 **Purchase price and compensation**
If the compensation calculated exceeds the price at which the vehicle was purchased by the policyholder, the purchase price shall be remunerated, or if higher the current value. Any excess shall be deducted from this amount.
- 9.2 **Equipment and accessories**
If only equipment and accessories are damaged during an insured event, G 7 and G 8 shall apply *mutatis mutandis* only to the damaged vehicle component and not to the vehicle as a whole.

9.3 Repairs

The company shall cover the costs of exemplary reinstatement. According to the statutory duty to mitigate losses, the cheapest method of repair must be applied. In the event that the vehicle condition is improved by the repair, the policyholder shall contribute a proportion determined by the vehicle expert.

If it is not possible to reach agreement concerning the cost proposed by the repair workshop, the company may recommend another workshop and pay the costs estimated by its expert, which shall release it from all liability, in the event that the policyholder fails to follow this recommendation.

9.4 Pre-existing damage

If any damage pre-existed the damage that gave rise to the requirement of compensation, the compensation paid by the company shall be reduced by the cost of repairing this damage. In the event that the costs of repair are increased by defective maintenance, wear and tear or pre-existing damage, the policyholder shall contribute a proportion determined by the vehicle expert.

9.5 Reduction of compensation

If the value as new or for trade plates the insured amount declared is too low, the damage shall only be compensated pro rata on the basis of the value as new (or insured amount) declared as a proportion of the actual value as new of the damaged or stolen vehicle. This shall also apply in relation to partial damage.

9.6 Rights of ownership

In the event of a write-off or compensation of partial damage in accordance with G 7.2, unless agreed otherwise rights of ownership over the vehicle or item concerned respectively shall transfer to the company upon payment of compensation.

9.7 Value added tax

Compensation payments to taxpayers that deduct input tax shall be disbursed without value added tax. Compensation payments made on the basis of the expected calculation of repair costs do not contain value added tax.

G 10 What to do following an insured event

10.1 Repairs

Repairs to the insured vehicle must be approved by the company, where the costs are expected to exceed CHF 500.

The company must be informed promptly in the event of damage to a parked vehicle falling under G 3.10 irrespective of the level of the damage in order to enable it to inspect the damaged vehicle under all circumstances prior to repair.

10.2 Theft

A report must be made to the local police under all circumstances in the event of theft.

10.3 Damage caused by animals

In the event of a collision with an animal (except rodent bites), the incident must be recorded by the competent bodies (e.g. police gamekeepers) or confirmation provided by the owner of the animal.

G 11 Excess

11.1 The excess indicated in the policy shall apply.

11.2 The excess shall be determined with reference to the time when the insured event occurred.

11.3 Damage to parked vehicles and acts of vandalism. An excess of CHF 200 shall apply to overturned vehicles. If a higher excess has been agreed to, this amount shall apply.

11.4 In the event that towing vehicles and trailers are insured by the company with an excess and both are damaged during the same event, the excess shall only be charged once, and if the two excesses are different the higher figure shall be charged.

11.5 The excess for collisions shall not apply during instruction by a licensed driving instructor and during the official driving test.

11.6 No excess shall be charged if the payout is limited only to the difference between the current value and the enhanced current value.

Concluding provisions

G 12 Definitions

12.1 Calculation of the premium

The figures indicated in the policy for the overall value and the amount insured for accessories are based on the list prices including value added tax provided by the manufacturer or general importer. They may differ from the actual purchase price paid. Since the calculation of the premium is based on the actual cost of the damage, this price difference is irrelevant for the calculation of premiums.

12.2 Year of operation

A period of 12 months calculated from the time the vehicle was first placed on the market; calculations shall be made pro rata for periods shorter than one year of operation.

12.3 List price

Official list price including value added tax of the vehicle in Switzerland or in the Principality of Liechtenstein at the time of manufacture, without equipment and accessories. The list price is indicated in the policy as the overall value. If no figure is available, the price paid for the vehicle when it was first placed on the market shall be used.

12.4 Value as new

The total of the overall value of the vehicle (list price without equipment and accessories) and the insured amount for equipment and accessories. If no insured amount has been registered for equipment and accessories, it shall be insured within the value as new up to a maximum of CHF 1,000. The value as new for vintage and classic cars shall be the maximum compensation indicated in the policy. If equipment and accessories are demonstrably already included within the overall value, this figure shall be the value as new.

12.5 Overall value

The list price is indicated in the policy as the overall value.

12.6 Current value

The value of the vehicle along with equipment and accessories at the time of the insured event, taking account of the value as new, mileage, age, the market situation and vehicle condition. The Valuation Guidelines of the Swiss Association of Independent Vehicle Appraisers (VFFS) shall apply.