

General Terms and Conditions (GTC) of Motor Vehicle Insurance

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Valid from January 2012

D Protection for damage abroad

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Scope of the insurance

D 1 Insured vehicles and persons

Each vehicle indicated in the policy as an insured vehicle along with its registered keeper, passengers and owner as well as the policyholder. Any trailers coupled, items conveyed and the load at the time of the insured event are also insured.

D 2 Insured event

A policyholder is involved in a traffic accident abroad with the vehicle insured under this policy for third party liability for which the other party involved in the accident is liable in full or in part. This is conditional upon the requirement that the other motor vehicle involved is registered abroad and subject to compulsory insurance.

D 3 Benefits

The company shall compensate personal injury and damage to property for which the other party involved in the accident is responsible as if it were insured by Allianz Suisse for third party liability.

- 3.1 The company shall offset against its benefits any payouts made by a third party, including in particular a foreign third party liability insurer.
- 3.2 Compensation for medical expenses shall be reduced insofar as the costs are borne by accident insurance (AIA), health insurance (HinsA), federal invalidity insurance (Invl), military insurance (Mill) insurers or a supplementary insurer (according to the IPA).
- 3.3 Payouts by the company shall be limited to a total of CHF 3 million per claim.

D 4 Applicable law

The company shall pay compensation in accordance with Swiss or Liechtenstein law. Questions of traffic law shall be resolved in accordance with the law of the country in which the accident occurred.

Exclusions

D 5 No insurance protection

The following exclusions shall apply for the persons and vehicles indicated in D 1. No claims may be made:

- 5.1 in respect of damage caused wilfully or through gross negligence;
- 5.2 by persons resident abroad;
- 5.3 if the person or vehicle that caused the accident is unknown;
- 5.4 if the policyholder expressly waives these claims or any rights that secure these claims that are vested in him against third parties, including in particular against foreign third party liability insurers;
- 5.5 by persons who have misappropriated the vehicle or for whom the misappropriation was apparent;
- 5.6 for accidents during 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;
- 5.7 in relation to journeys made without official approval, where a requirement of approval applied on road safety grounds;
- 5.8 by drivers who do not hold the driving licence prescribed by law or by drivers with a provisional licence who are not accompanied as required by law, and in addition by persons for whom this deficiency was apparent;
- 5.9 if the vehicle was being used as a taxi or hire vehicle;
- 5.10 for damage caused by nuclear energy;
- 5.11 in relation to the conveyance of hazardous goods in accordance with Swiss and Liechtenstein road traffic law.

Insured event

D 6 Bringing a claim

Claims to compensation may be brought directly against Allianz Suisse.

D 7 What to do following an insured event

- 7.1 Any claims brought against the company must not be brought in parallel also against the insurer of the other party involved in the accident.
- 7.2 Every accident must be reported to the local police and a report must be drawn up.

- 7.3 Support in bringing claims that have transferred to the company on account of payouts made; provision of the documentation required for this purpose, conclusion of assignment agreements with the company that comply with foreign formal requirements.
- 7.4 Consent to the conduct of litigation, in particular against foreign motor vehicle and third party liability insurers.

- 7.5 Mitigation of loss.
- 7.6 The company must be contacted in order to obtain instructions or consent prior to instructing any repairs or disposing of a damaged vehicle.
- 7.7 The claims resulting from this policy may not be assigned without the approval of the company.

Concluding provisions

D 8 Temporal validity

The insurance protection shall be valid for journeys or trips made in the countries falling within the geographical scope with a duration of up to 12 consecutive weeks.