# INFORMATION FOR CUSTOMERS UNDER THE VVG

#### **VEHICLE INSURANCE**

#### 1 General information

The following information for customers provides an easy-to-understand overview of the identity of the Insurer and the key content of the insurance contract in accordance with Art. 3 of the Swiss Federal Law on Insurance Contracts (VVG). The rights and duties of the contracting parties are derived from the insurance contract/the application/the policy and the terms and conditions of the contract. In all other respects, the provisions of the VVG apply.

The mandatory provisions of Liechtenstein law shall apply to policyholders whose customary place of residence or head office is in the Principality of Liechtenstein. For risks located in the Principality of Liechtenstein and applicants whose customary place of residence or head office is in the Principality of Liechtenstein, the duty of information defined in the Liechtenstein Insurance Contract Act (VersVG) shall apply. If the Company has breached the duty of information under Liechtenstein law, the applicant is not bound by the application and the Policyholder may withdraw from the contract after its conclusion. The right of withdrawal expires no later than four weeks after receipt of the policy including information about said right of withdrawal.

#### 2 Who is the Insurer?

Allianz Suisse Insurance Company Ltd, which has its registered office at Richtiplatz 1, 8304 Wallisellen, hereinafter referred to as "the Company". It is a joint-stock company under Swiss law.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), Laupenstrasse 27, 3003 Berne.

# 3 When does the contract commence?

Insurance cover commences on the date specified in the quote/application or in the policy.

# 4 When and how can the contract be revoked?

The Policyholder may cancel his/her application to conclude the contract or the declaration of acceptance in writing or in another form evidenced in text.

The cancellation period is 14 days and begins as soon as the Policyholder applies for or has accepted the contract. The period is observed if the Policyholder notifies the insurer of his/her cancellation on the last day of the cancellation period or sends his/her declaration of cancellation by post.

The right of cancellation is excluded for temporary cover

notes and agreements concluded for less than one month.

# 5 Which risks are insured and what is the scope of the insurance cover?

The insured risks and the scope of the insurance cover are set out in the quote/application or the policy or its supplementary documents (vehicle list) and in the terms and conditions of the contract.

Motor vehicles and trailers can be insured.

Depending on the agreement, the insurance provides the following cover:

#### 5.1 Third-party liability insurance

- This insurance covers legal claims for compensation by third parties who have suffered damage as a result of the use of the vehicle; in addition, the Insurer defends the insured persons against unjustified claims.
- Damage to your own vehicle is not insured.
- This insurance is a form of indemnity insurance.
- Indemnity is paid to the aggrieved party in accordance with the statutory guidelines.

# 5.2 Partially comprehensive insurance

- This insurance covers damage to the vehicle caused by external influences (e.g. hail, theft, glass breakage, storm).
- It does not cover loss or damage that you cause through a collision or operating damage.
- This insurance is a form of indemnity insurance.
- Depending on the option selected, indemnity is paid at current value, enhanced current value, purchase price or book value.

#### 5.3 Collision

- This insurance covers damage to the vehicle that you cause through a collision.
- It does not cover operating damage.
- This insurance is a form of indemnity insurance.
- Depending on the option selected, indemnity is paid at current value, enhanced current value, purchase price or book value.

#### 5.4 Accident

 This insurance covers vehicle passengers who suffer personal injury in connection with the use of the vehicle.

- It does not cover personal injury that is not attributable to an event connected to the use of the vehicle.
- The medical expenses cover is a form of indemnity insurance; the death, disability and daily benefits cover is a form of agreed value insurance.

#### 5.5 Assistance

- Provides financial and organisational assistance if the vehicle becomes unroadworthy as a result of breakdown or accident.
- Vehicle repairs and replacement parts are not insured.
- This is an assistance service.

# 5.6 Foreign claims

- Takes over responsibility for claims settlement in place of the foreign insurer if you suffer a loss with the vehicle abroad in a traffic accident caused by a foreign vehicle
- No indemnity will be paid if the identity of the person who caused the damage is unknown
- This insurance is a form of indemnity insurance.
- Indemnity is paid at current value.

Definition of indemnity insurance: indemnity is based on the actual amount of the loss. The agreed sums insured and sub-limits are the maximum limit of indemnity. Definition of agreed value insurance: indemnity is paid in accordance with the contractually agreed sum, irrespective of the actual amount of the loss.

# 6 How much is the premium and when is it due?

The amount of the premium depends on the risks insured and the desired coverage. A fee may be added for payment by instalments. All details of the premium and any fees are contained in the quote/the application or in the policy or its supplementary documents.

The premium is payable on the due date specified in the contract.

The premium level shall be set annually on the basis of the claims history during the previous observation period. The following adjustments may be made to the premium:

- If no claim has occurred and the third-party liability or collision coverage has been in force for six months, the next-lower level will be applied.
- If a third-party liability and/or collision event has occurred, the premium level will be increased by four levels per event.

The Company may amend the contract with effect from the following insurance period (e.g. increase premiums or instalment surcharges).

# 7 When is the insurance cover valid?

The insurance covers claims arising from losses that occur during the term of the contract.

#### 8 How is the surplus share calculated?

If the contract provides for surplus sharing, the calculation is based on the share of the premiums collected that has been agreed for the surplus period. The claims expenditure incurred, including all costs, is deducted from this amount. From the surplus calculated in this way, the Company then pays the Policyholder a percentage surplus share.

Any losses shall not be carried forward to the subsequent accounting period.

The prerequisite for this calculation is that the agreed premium amount has been reached, all premiums including additional premiums from definitive invoices have been paid and all claims assigned to the period in question have been settled.

The details can be found in the terms and conditions of the contract

#### 9 When must a loss be reported?

If a loss occurs, the Policyholder or the claimant must notify the Company immediately.

#### 10 When does the contract end?

The Policyholder's termination options:

- At the end of the third insurance year and each subsequent contract year.

  Deadline: notice of termination must be received by the Company no later than three months before the expiry date. If the contract is not terminated, it shall be renewed tacitly for successive one-year periods. Fixed-term contracts without a renewal clause end automatically on the date specified in the application/quote or in the policy.
- After the occurrence of an indemnifiable loss.
   Deadline: no later than four weeks after becoming aware of the payment by the Company.
- In the event of a material reduction in risk.
   Deadline: no deadline: the notice period is four weeks.
- If the Company changes the premiums.
   Deadline: no later than the final day of the insurance period.
- of information.

  Deadline: no later than four weeks after becoming aware of this breach and the information in accordance with Art. 3 VVG, but in any case no later than two years after the breach of duty.

The Company's termination options:

At the end of the third insurance year and each

subsequent contract year.

Deadline: notice of termination must reach the Policyholder no later than three months before the expiry date.

After the occurrence of an indemnifiable loss.
 Deadline: at the latest upon payment of the indemnity.

This list contains the main termination options. Further termination options arise from the terms and conditions of the contract/the VVG.

#### 11 What other obligations does the Policyholder have?

- Changes in risk: if a change in a significant fact causes a material increase in risk during the term of the insurance, this must be reported to the Company in writing without delay.
- Investigations: in the case of clarifications related to the insurance contract, e.g. regarding breaches of the duty of disclosure, increases in risk or claims assessments, the Policyholder must cooperate and provide the Company with all relevant information and documents, obtain these from third parties for the attention of the Company and authorise third parties in writing to hand over the relevant information, documents, etc., to the Company. The Company is also entitled to carry out its own investigations.
- Insured event: the insured event must be reported to the Company without delay.

This list contains only the most common duties. Further duties arise from the terms and conditions of the contract and the VVG.

# 12 To which bodies can complaints be submitted?

Complaints can be sent to Complaints Management at www.Allianz.ch.

An independent complaints office is also available: Stiftung Ombudsmann der Privatversicherung und SUVA, Postfach, 8024 Zürich.

### 13 How is your personal data protected?

We process your personal data in accordance with legal requirements for the following purposes:

- As part of the conclusion and performance of the contract (e.g. provision of advice and customer support, risk assessment)
- To safeguard our legitimate interests or those of third parties (e.g. marketing purposes)
- On the basis of your consent (e.g. in order to process personal data of a particularly sensitive nature)
- Due to legal obligations (e.g. the Anti-Money Laundering Act or insurance supervisory law)

We do not pass your personal data on to unauthorised third parties. Our employees only have access to the data they require for the purpose of fulfilling the contractual and legal obligations. To be able to provide our services,

it is necessary in certain circumstances for us to pass on your data both within and outside the Company. Depending on the intended purpose, this includes, for example, companies of the Allianz Group, previous insurers, reinsurers and cooperation partners. In addition, we have to disclose your personal data to government agencies (e.g. authorities, social security providers, courts) to the extent that we are legally obliged to do so.

We process and store your personal data for as long as we are obliged to do so by the provisions of the law and the contract. You have the right to obtain information about your personal data, to have it rectified or erased, to object to it or to restrict its processing.

You can find further information in the Allianz Suisse data protection statement (http://www.allianz.ch/privacy).

