

**GENERAL
TERMS AND
CONDITIONS (GTC)
OF MOTOR VEHICLE
INSURANCE**

VERSION OF 09.2021

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A 1 GEOGRAPHICAL SCOPE

A 1.1 Scope of cover

The insurance cover is valid in Switzerland and the Principality of Liechtenstein as well as in Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo*, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Morocco, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland; equally in countries not listed where a Swiss licence plate is recognised as a certificate of insurance under international agreements. Insurance protection shall not be available in the non-European territories of these countries, with the exception of Turkey and Cyprus.

The scope of cover for assistance services can be found in Article D 1.1.

*In Kosovo, motor vehicle third-party liability insurance is always valid secondarily to obligatory supplementary insurance, which must be taken out at the border crossing.

A 1.2 Transport by sea

The insurance is valid during transportation by sea, provided that the places of departure and destination fall within the geographical scope.

A 1.3 Foreign licence plates

If a foreign licence plate is used for the vehicle, the insurance cover ceases immediately.

A 1.4 Location

The insurance covers vehicles located within Switzerland or the Principality of Liechtenstein. If the owner moves the vehicle's location abroad, the insurance cover shall expire at the end of the current insurance period. The breakdown assistance cover lapses immediately.

If the owner is a company domiciled in Switzerland, its vehicles are insured for sites outside of Switzerland located up to 100 km (linear distance) from the Swiss or Liechtenstein border.

A 2 INCEPTION AND TERM

A 2.1 Contract start date

Insurance cover commences on the date specified in the policy. The certificate of insurance shall have the status of a provisional cover note with effect from the date indicated in the certificate for third-party liability insurance and for any other forms of cover that have been applied for in writing at the time the damage

occurs. If the Insurer rejects the application, insurance cover shall end 14 days after receipt of the written notice by the applicant.

A 2.2 Right of cancellation

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.

A 2.3 Contract term

The contract has been concluded for the term stipulated in the policy and shall be renewed automatically for successive one-year periods unless notice of termination is given three months before its expiry date. Notice is deemed valid if it reaches the other contracting party no later than the last day prior to the start of the three-month period. Contracts with terms of less than one year shall expire on the date indicated in the policy.

Even if it has been agreed for a longer period, the contract may be terminated at the end of the third or any subsequent year, subject to three months' notice. The above is subject to any agreements under which the contract can be terminated before the end of the third year.

Notice of termination must be given in writing or by e-mail.

A 2.4 Cover

If no signed application is presented in the event that a vehicle is registered on the basis of an insurance certificate from the Insurer, the Insurer shall provide provisional partially comprehensive and collision cover for the vehicle for a maximum of 30 days after the registration. The provisional cover shall be valid for passenger vehicles up to and including the seventh year of operation and with a value as new (list price including equipment and accessories) of up to CHF 130,000, and for motorcycles up to and including the fourth year of operation and with a value as new (list price including equipment and accessories) of up to CHF 50,000. The excess for collision is CHF 1,000; in the event of a write-off the current value shall be paid out. These terms and conditions shall apply *mutatis mutandis* in the event that an additional vehicle is registered under a multi-vehicle licence plate.

If a vehicle is registered upon replacement of a vehicle and the Insurer provided partially comprehensive and collision insurance for the vehicle being replaced, the previous cover shall apply until an application is signed for the new vehicle or until the new policy is received. Any written agreements between the parties that deviate from this article shall take precedence.

A 2.5 Termination in the event of a claim

In the event of an indemnifiable claim either party may terminate the contract in full or in part. The Insurer may terminate the contract at any time prior to the payment of compensation, whilst the Policyholder may terminate at any time until four weeks after payment of compensation. In the event of termination by the Policyholder, the liability of the Insurer shall expire 14 days after receipt of notice of termination. In the event of termination by the Insurer, its liability shall expire four weeks after receipt by the Policyholder of notice of termination.

A3 CONTRACTUAL AMENDMENTS

The Insurer may amend the contract with effect from the following insurance period (e.g. increase premiums, change contractual conditions, adjust conditions of insurance, excesses, instalment surcharges, the premium grading system and cover as well as implement statutory amendments). It must notify the Policyholder of any changes no later than 30 days before the period of insurance expires. If the Policyholder does not agree to the changes, he or she may cancel the part affected by the change or terminate the entire contract at the end of the insurance period. Notice is deemed valid if it reaches the Insurer by the last day of the period of insurance. Changes to statutory charges and changes in premiums resulting from a change in premium level on account of claims history shall not establish entitlement to termination.

A4 PREMIUM LEVEL SYSTEMS FOR THIRD-PARTY LIABILITY AND COLLISION

Provided that it is indicated in the policy, the following premium level system applies:

System T	Level	% of basic premium	Level	% of basic premium
	1	30	10	70
	2	34	11	80
	3	38	12	90
	4	42	13	100
	5	46	14	120
	6	50	15	140
	7	55	16	160
	8	60	17	200
	9	65	18	240

A5 CHANGES TO THE PREMIUM LEVEL UNDER PREMIUM LEVEL SYSTEM T

A 5.1 Changes to the premium level

The premium level shall be set annually on the basis of the claims history during the previous observation period. An observation period is 12 months and ends three months prior to expiry of the insurance period (or before the principal expiry). The premium shall be calculated for the following insurance period according to the immediately lower premium level, provided that

no claim has been made during the observation period and third-party or collision insurance was in place for at least six months of the observation period. If a third-party liability claim was made and/or a collision occurred during the observation period resulting in compensation or the setting aside of funds for that purpose, the previous premium level for the insurance concerned shall be increased by four levels per event. A new observation period shall commence immediately upon expiry of the previous period. The duration of the observation period may change as a result of a deferral of the principal expiry (and hence the expiry of the insurance period).

A 5.2 Correction of increase

An increase shall be corrected if no compensation must be paid out for a claim reported or if the amount of the claim is repaid within 30 days of notification of settlement of the claim.

A 5.3 Incorrect information

The premium level shall be rectified in the event that it was initially determined on the basis of incorrect information.

A 5.4 No fault

The premium level of the third-party liability insurance is not increased if there is no fault on the part of an insured person (pure causal liability) or in the event of joyrides if the owner was not at fault for the vehicle's theft.

A 5.5 Difference between current value and enhanced current value

The premium level of the collision cover will not be increased if the indemnity is limited to the difference between the current value and the enhanced current value.

A6 NO-CLAIMS BONUS PROTECTION IN THIRD-PARTY LIABILITY AND COLLISION COVER

If no-claims bonus protection was in place at the time the damage resulting in an increased premium level was caused, the premium level shall remain unchanged for the following insurance period. No-claims bonus protection may only be used in respect of one claim within any observation period. The provisions concerning changes to the premium level set forth in A 5 shall apply to further claims during the same observation period.

A7 DUTIES IN THE EVENT OF A CLAIM

A 7.1 Obligation to notify

The Insurer must be informed immediately if an insured event occurs.

CH/FL Claims Service	0800 22 33 44
Address of the Insurer or the responsible general agency	As per policy

E-mail	schadenservice@allianz.ch
Internet	Allianz.ch/schaden

In an emergency, please contact the Assistance Centre:
24-hour emergency line (Switzerland/Liechtenstein)

0800 22 33 44

24-hour emergency line (calling from abroad)
+41 43 311 99 11

A 7.2 Damage avoidance/mitigation obligation

The Policyholder is obliged to take action to avert or minimise damage. The Policyholder may not alter the damaged objects in any way without the consent of the Insurer before the damage has been assessed.

A 7.3 Duty to provide information

All information on the claim and the circumstances that influence the assessment of the claim must be provided in full, accurately, promptly and voluntarily. This also applies to statements made to the police, the authorities, experts and doctors.

The Insurer is entitled to request written notification of the loss. It is the claimant's duty to provide proof of the occurrence and extent of the loss. The Insurer is authorised to carry out any investigations and obtain any information that may help in the assessment of the loss. The required documents and information must be sent to the Insurer within 20 days after it requests them in writing. For the purpose of combating abuse, the Insurer may pass on data for entry in the insurance companies' electronic database (CarClaims-Info) and access vehicle data already entered in it.

A 7.4 Duty to cooperate

If the individual entitled to claim or his or her representative wilfully fails to provide information, provides false information or does so late in the event of a claim, the Insurer shall be entitled to terminate forthwith all policies held by the Policyholder.

A 7.5 Release from patient confidentiality

In the event of an accident involving personal injury, the attending doctor shall be released from the duty of confidentiality. An investigation by an independent doctor or, in the event of death, an autopsy may be ordered.

A 7.6 Breach of duties

In the event of a culpable breach of the legal or contractual requirements or obligations, in particular the statutory duty to mitigate losses, during the term of the contract, the Insurer may reduce or refuse to pay indemnity unless the insured person proves that these actions had no effect on the occurrence of the loss or the amount of the indemnity owed by the Insurer.

A 8 EXCESSES IN THE EVENT OF A CLAIM

The excess indicated in the policy shall apply. The excess shall be determined with reference to the time when the insured

event occurred.

A 8.1 Underlying event

The insured event that caused the loss (underlying event) is decisive for determining the applicable excess.

- If indemnity is payable for one event from several segments (such as third-party liability and collision), the excess is due per affected and insured segment.
- If several risks from the same segment are affected by one event, the excess is only due once per segment.

A 8.2 Application of excess

The indemnity is limited by the contractually agreed sum insured.

The contractually agreed excess will be deducted from the calculated claim amount or collected retroactively. Thereafter, any limit of cover that has been agreed is applied.

A 8.3 Excesses in third-party liability

The Policyholder shall bear the excess specified in the contract in relation to each payout of indemnity, without prejudice to any provisions of the law.

The agreed excess does not apply:

- if the Insurer has to pay compensation despite there being no fault on the part of an insured person (pure causal liability)
- in the event of joyrides if the owner was not at fault for the vehicle's theft

If the Insurer had paid out compensation directly to the aggrieved party, the liable party must pay back the amount up to the level of the agreed excess. If the Insurer does not receive the excess within four weeks of the payment request, it shall instruct the Policyholder to make payment within 14 days. If the reminder is not acted upon, the policy shall cease to have effect; the excess shall still be owed.

A 8.4 Excesses in comprehensive insurance

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

A 9 SURRENDER OF LICENCE PLATES

The policy shall be suspended as specified below in the event that the licence plates are surrendered.

A 9.1 With partially comprehensive/collision insurance

If partially comprehensive/collision insurance is in place at the time of surrender, this shall remain valid provided that the loss or damage occurs on non-public roads or during transportation and towing. A premium shall be charged in this respect. Insurance protection shall be limited to Switzerland and the Principality of Liechtenstein. The remaining cover shall expire.

A 9.2 Without partially comprehensive/collision insurance

If no partially comprehensive/collision insurance is in place, the contract shall be suspended upon surrender of the licence plates and cover shall expire.

A 9.3 Third-party liability and accident insurance

Third-party liability and accident insurance shall under all circumstances remain valid for a period of 12 months after surrender without any requirement to pay premiums, provided that the loss or damage occurs on non-public roads.

A 9.4 Multiple-vehicle licence plate

If a vehicle that is registered under a multi-vehicle licence plate is temporarily removed from circulation, the provisions set forth in A 9.1 to A 9.3 shall apply *mutatis mutandis* to the vehicle removed from circulation.

A 9.5 Full-year policy

Full-year policies cannot be suspended and no pro-rata premium refunds will be paid.

A 10 REPLACEMENT VEHICLE

In the event of the approval of a replacement vehicle [for the same licence plate] by the competent authorities instead of the insured vehicle, insurance cover shall transfer to the replacement vehicle. If partially comprehensive/collision insurance is in place for the vehicle insured under this policy, the vehicle replaced shall remain insured for partially comprehensive events in accordance with C 3.2.

A 11 MULTIPLE-VEHICLE LICENCE PLATE

The vehicle without a licence plate shall only be insured for loss or damage that does not occur on public roads.

A 12 SCOPE OF COVER/APPLICABILITY

The scope of the insurance is defined in the policy. There shall be no insurance cover for coverage types in sections B – F that are not included in the contract.

A 13 ASSIGNMENT TO LEASING COMPANY

In the case of leased vehicles, any assignment must be taken into account for all compensation claims arising from this contract.

In the event of a write-off, the indemnity is paid to the assignee, in the event of partial losses to the repairer. The Insurer may notify the assignee if cover is lost due to delays in premium payment.

A 14 DEFINITIONS

A 14.1 Motorcycles

Snowmobiles, mopeds, three-wheeled motorbikes, small motorbikes, scooters and motorbikes are summarised under the term "motorcycles".

A 14.2 Commercial vehicles

Commercial vehicles for the purposes of these Terms

and Conditions mean any vehicle, with the exception of passenger vehicles, three-wheeled motor vehicles, small or light motor vehicles and motorcycles.

A 14.3 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.

A 14.4 Value as new

The value as new is comprised of the list price and the accessories, including VAT.

The value as new for vintage and classic cars shall be the maximum compensation indicated in the policy. If equipment and accessories have demonstrably already been taken into account within the list price, this figure shall be considered to represent the value as new.

A 14.5 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. If no figure is available, the price paid for the vehicle when it was first registered shall be used.

A 14.6 Year of operation

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

A 14.7 Cyber event

A cyber event includes:

- Unlawful infiltration of the Policyholder's IT system that results in unauthorised use thereof
- Unauthorised access to the IT system of the insured vehicle
- The unauthorised alteration, destruction, deletion, transfer, copying or publication of electronic data or software of the insured vehicle

A 15 DUE DATE FOR INDEMNIFICATION

Compensation shall only be payable if there is no doubt regarding entitlement and the amount of the claim and provided that no police or criminal investigations are ongoing against the Policyholder, owner, driver or individual entitled to claim in relation to the insured event.

A 16 CONSEQUENCES OF DEFAULT

In the event that the Policyholder fails to comply with his/her duty to pay, he/she shall be sent a reminder to make the payment and shall bear any costs relating to the reminder and pay default interest. He or she shall also be charged the costs arising for the Insurer as a result of the withdrawal of the licence plate.

A 17 SANCTIONS/EMBARGOES

The Insurer shall not provide insurance cover, compensation payments or any other services if the provision of such would expose it to trade, economic and/or other sanctions, bans or restrictions imposed by the UN, the EU, the US, Switzerland, the UK and/or any other relevant national economic or trade sanctions.

A 18 UNDERWRITER

The underwriter for all agreed components of this motor vehicle insurance is:

Allianz Suisse Insurance Company Ltd, as per commercial register entry.

Allianz Suisse Insurance Company Ltd is referred to as the Insurer in this document.

A 19 PLACE OF JURISDICTION

In the event of any legal dispute, the Policyholder or the individual entitled to claim may initiate court action either at the registered office of the Insurer or at the location of his or her Swiss registered office or domicile. If the Policyholder lives in the Principality of Liechtenstein or if the insured interest is situated in the Principality of Liechtenstein, the courts of Vaduz shall have jurisdiction over any legal disputes.

A 20 NOTIFICATIONS

All notifications for the Insurer may be addressed either to the responsible general agency or to the Insurer directly. Notices to the Policyholder will be deemed to have been duly served if sent to his or her last known address. The Insurer must be informed of any changes of address.

A 21 LEGAL BASIS

In all other respects, the provisions of the Swiss Federal Law on Insurance Contracts (VVG) shall apply. The mandatory provisions of Liechtenstein law shall apply to Policyholders who are ordinarily resident or whose principal place of management is situated in the Principality of Liechtenstein.

B | THIRD-PARTY LIABILITY

B 1 INSURED VEHICLES AND PERSONS

Each vehicle indicated in the policy as an insured vehicle, its owner and all persons for whom he or she is responsible under Swiss road traffic law. The insurance also covers losses caused by vehicles towed or pushed by the insured vehicle and trailers (including decoupled ones within the meaning of Article 2 of

the Swiss Road Traffic Ordinance (VVV) which are not covered by any other third-party liability policy).

B 2 INSURED EVENTS

B 2.1 Compensation claims

The insurance covers compensation claims brought against insured persons in accordance with the law on third-party liability in relation to the injuring or killing of other persons (personal injury) and/or the damaging or destruction of property (damage to property), in the following situations:

- through the operation of the vehicle
- in traffic accidents caused by the insured vehicle when it is not in operation
- when providing assistance after accidents involving the vehicle
- when getting into or out of the vehicle (or in the case of motorcycles, when mounting or dismounting)
- opening and closing moving vehicle parts
- when attaching or detaching a trailer or vehicle

B 2.2 Loss prevention costs

If unforeseen insured loss or damage is impending, the insurance also covers the costs incurred by the insured person for reasonable measures to avert such loss or damage.

B 3 INDEMNITY

B 3.1 Claims

The Insurer pays justified claims and wards off unjustified claims.

B 3.2 Limitation

The indemnity for each insured event is limited to the sum insured stated in the policy unless the Insurer is obliged under Swiss or Liechtenstein legislation or an international convention on insurance to make a higher insurance payment.

B 3.3 Nuclear energy

Cover for personal injury and property damage arising due to nuclear energy and resultant loss prevention costs is limited to the statutory minimum sum insured under Article 3 of the Vehicles Insurance Ordinance (VVV).

B 3.4 Additional costs

Interest on claims, lawyers' fees and court costs are part of the sum insured.

B 4 SUPPLEMENTARY AGREEMENTS

Insofar as they are listed in the policy, the following supplementary agreements apply:

B 4.1 First-party losses

Private individuals

If the vehicle owner is a private individual, losses to property of the owner and the persons living in the same household as him/her are also covered if, at the time of the loss, the insured vehicle was being driven by the vehicle owner or by another person living in the same household as him/her.

Indemnity is paid at current value for motor vehicles and trailers and at value as new for other items. Losses to the vehicle being driven itself are excluded.

If another insurance policy is liable for the same loss, the indemnity from the Insurer shall be restricted to the part of the compensation that exceeds the scope of cover (in terms of amounts or conditions) of the other insurance policy (DIC/DIL).

Businesses

If the vehicle owner is a business, losses to this business's other vehicles caused by the insured vehicle are also insured. Losses to the vehicle being driven itself are excluded.

If another collision insurance policy is liable for the same loss, the indemnity from the Insurer shall be restricted to the part of the compensation that exceeds the scope of cover (in terms of amounts or conditions) of the other insurance policy (DIC/DIL).

B 4.2 Gross negligence – waiver of recourse

The insurance also covers loss or damage attributable to insured events that were caused by gross negligence. The Insurer may waive its statutory right to legal recourse in accordance with B8.

However, the Insurer shall seek recourse:

- if the driver caused the insured event while drunk or unfit to drive, while under the influence of drugs or as a result of the abuse of medication
- if the driver caused the insured event through a deliberate breach of elementary traffic regulations in which he/she runs a high risk of causing an accident resulting in severe injuries or death in accordance with Article 90 (3) of the Swiss Road Traffic Act

B 4.3 Transportation of hazardous goods

The insurance also covers loss or damage arising from the transportation of hazardous goods in accordance with Swiss road traffic law.

If loss or damage and loss prevention costs are caused by the properties of the hazardous goods being transported, the Insurer's indemnity for personal injury, property damage and loss prevention costs shall be limited to the sum insured per event stated in the policy.

The following applies to trailers:

The insurance covers liability claims for events that are attributable to the hazardous properties of the trailer's load.

Within this scope, the insurance also covers the liability of the owner of the towing vehicle, should he or she not be identical to the owner of the trailer.

If loss or damage and loss prevention costs are caused by the properties of the hazardous goods being transported on the trailer, the Insurer's indemnity for

personal injury, property damage and loss prevention costs shall be limited to the sum insured per event stated in the policy.

The Insurer shall not pay any indemnity:

- for claims in respect of damage to the towing vehicle
- for claims of the trailer's owner in respect of damage to the insured trailer
- for claims in respect of property damage asserted by the towing vehicle's owner, who is not identical to the owner of the trailer
- if the liability insurance for the towing vehicle includes the transportation of hazardous loads

B 4.4 Use in works traffic

The insurance covers loss or damage arising during journeys in works traffic.

Works traffic is defined as the transportation of goods with company-owned road vehicles for the company's own purposes, including trips with empty loads connected to the transportation of goods.

If the vehicle is not normally used in works traffic, or if it is used for more than one remunerated goods transport per month on average, the Insurer can reclaim indemnity paid to aggrieved parties from the insured person.

B 5 NO INSURANCE PROTECTION

No claims may be made:

B 5.1 Owner

By the owner for damage to property that belongs to the owner personally, subject to Article B 4.1

B 5.2 Misappropriation

By persons who have misappropriated the vehicle or for whom the misappropriation was apparent

B 5.3 Insured vehicle

For damage to the insured vehicle and trailers and for damage to items placed in or to property and animals conveyed in/on such vehicles. However, damage to property being carried by passengers such as luggage and the like is covered

B 5.4 Races, rallies and similar speed competitions

For events occurring during participation in races, rallies and similar high-speed competitions, any driving on race tracks and participation in any off-road competitions (including all training drives in connection with the aforementioned events).

Participation in training, events and driving safety courses is insured – irrespective of the aforementioned locations – if they

- serve exclusively to improve safety in ordinary road use
- do not have the character of races
- are not timed
- and are led and supervised by instructors

The insurance does not cover loss or damage that occurs during course components that involve free driving. However, insurance cover shall be available if

the organiser failed to obtain the insurance prescribed by law. Insurance cover shall be available abroad if the claim made by the aggrieved party falls under Swiss or Liechtenstein law.

B 6 LIMITED INSURANCE COVER

There is limited insurance cover for the following cases, meaning that proven claims by the aggrieved party are paid in full by the Insurer and then reclaimed from the responsible party:

B 6.1 Unauthorised journeys

For claims in relation to journeys made without official approval, where a requirement of approval applied on road safety grounds

B 6.2 Not in possession of a driving licence

For loss or damage caused by drivers who do not hold the driving licence prescribed by law, who have failed to comply with restrictions in their driving licence or who are not accompanied as required by law, and in addition for loss or damage caused by persons to whom these deficiencies were apparent

B 6.3 Joyriding

For loss or damage caused by persons who have misappropriated the vehicle and drivers to whom the misappropriation was apparent (joyrides)

B 6.4 Transportation of hazardous goods

For loss or damage resulting from the conveyance of hazardous goods in accordance with Swiss and Liechtenstein road traffic law, unless agreed to in the policy in accordance with Article B4.3

B 6.5 Use as a taxi or rental vehicle

For loss or damage resulting from the usage of passenger cars as taxis or rental vehicles, unless agreed to in the policy

B 6.6 Criminal offences, misdemeanours

For loss or damage connected to intentional criminal offences, misdemeanours or attempts at such

B 7 BASIC PRINCIPLE IN THE EVENT OF A CLAIM

The Insurer shall conduct negotiations with aggrieved parties in its own name or as the representative of the insured person. If civil proceedings are initiated, the insured person must allow the Insurer to handle the proceedings. The insured persons must not acknowledge any compensation claims from or assign any claims under this contract to aggrieved parties. Claims settlement by the Insurer is binding for the insured persons.

B 8 RIGHT OF RECOURSE

The Insurer may claim back from the Policyholder or the insured persons all or part of any indemnity paid out if entitled

to do so by law or under contract, and also if compensation is payable under the terms of an international agreement (e.g. convention on the international insurance card) or foreign legislation on third-party liability after the insurance has already expired.

If the policy is valid and repayment is not received by the Insurer within four weeks of the payment request, it shall instruct the Policyholder to make payment within 14 days. If the reminder is not acted upon, the policy shall cease to have effect.

C | COLLISION AND PARTIALLY COMPREHENSIVE COVER

C 1 INSURED VEHICLES

Any vehicle listed in the policy as insured is covered.

C 2 EQUIPMENT AND ACCESSORIES

C 2.1 Definition

Equipment and accessories means objects that are intended for exclusive use along with the vehicle and mobile navigation devices. Mobile phones do not count as mobile navigation devices. Trailers are excluded.

C 2.2 Passenger vehicles and motorcycles

Unless specifically agreed otherwise, equipment and accessories that are optional extras are also insured up to a total of 10% of the list price. These also include changes made to the vehicle (e.g. tuning or a special paint finish or wrapping), securely mounted vehicle parts (e.g. audio equipment), top cases and panniers, additional wheel rims and tyres, load carriers and the like, irrespective of whether they were supplied along with the vehicle, retrofitted or purchased as additional items. Three-wheeled vehicles and small or light motor vehicles shall be regarded as equivalent to passenger vehicles.

C 2.3 Commercial vehicles

Accessories and equipment are only insured if the amount insured in that respect is stated in the policy or included in the value as new.

C 3 INSURED EVENTS

Provided that it has been contractually agreed, the insurance covers the following events:

C 3.1 Collision

Damage caused by sudden, violent, mechanical, involuntary, external influence, such as by impact, collision, crashing or tipping over (along with sinking into water, although only for motor vehicles and trailers with a gross weight of up to 3.5 tonnes). Distortion caused by tipping over which occurs during loading and

unloading shall be treated as equivalent to a collision. Losses arising due to a cyber event as per A 14.7 are also covered, subject to C 6.12. Collision damage to taxis or rental vehicles is only insured if this form of vehicle usage is specified in the policy.

C 3.2 Partially comprehensive cover

Sections C 3.2.1 to C 3.2.6 define the partially comprehensive events.

They are either summarised in the policy as basic cover or listed separately; the scope of insurance is defined in the policy.

C 3.2.1 Fire

Damage caused involuntarily as a result of fire, lightning strike, explosion or short circuit. Action taken to extinguish the fire is also covered. Damage to electronic or electrical devices and components is covered unless it is caused by an internal fault.

C 3.2.2 Natural hazard events

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), snow pressure, snow slide, avalanche; other natural hazard events are not insured.

C 3.2.3 Theft

Loss, destruction or damage through actual or attempted theft, misappropriation or robbery; embezzlement and fraud are excluded. Losses arising due to a cyber event as per A 14.7 are also covered, subject to C 6.12.

C 3.2.4 Rodents and martens

Damage and consequential damage caused by bites from rodents and martens.

C 3.2.5 Glass

Breakage of the front, side or rear windscreens and sunroof made from glass or plastic used as a glass substitute (e.g. Plexiglas); no compensation is paid if the cost of the repair or the glass replacement exceeds the vehicle's current value (write-off) or no repair or replacement is carried out. Damage due to scratches is only insured if the replacement or repair is necessary for vehicle safety purposes.

C 3.2.6 Other events

- Collisions with animals: damage caused by collision with third-party animals. Damage arising as a result of evasive manoeuvres is not insured.
- Vandalism: the wilful or malicious breaking of aerials, mirrors, windscreen wipers or decorative elements, the slashing of tyres, the addition of harmful substances to the fuel or oil tank, the slitting of the convertible hood, painting and spraying with paint or other substances, slashing of seats; this list is exhaustive.
- Damage while providing assistance: damage and

soiling to the interior of the vehicle and to the vehicle itself by persons who have been involved in an accident to whom assistance is provided.

- Falling objects: damage resulting from falling aircraft space craft or parts thereof and emergency landings.

C 4 SUPPLEMENTARY AGREEMENTS

Insofar as they are listed in the policy, the following supplementary agreements apply:

C 4.1 Items conveyed

Personal effects conveyed by the driver and passengers that are stolen along with or from the vehicle or from a container attached to the vehicle (such as a roof rack or top case) or damaged as a result of damage caused to the vehicle.

Conveyed products originating from business operations and professional tools and equipment shall be treated as equivalent to items conveyed. Protective motorcycle clothing (helmets, protective suits, combinations, protectors, motorcycle boots and gloves) do not count as items conveyed unless they are stolen from a vehicle or from a container attached to the vehicle. This is subject to Article C 4.4.

The insurance does not cover: cash, credit cards, savings books, securities including travellers cheques, vouchers, travel tickets and season tickets, documents, animals, valuables, jewellery and precious metals and data loss or damage.

C 4.2 Damage to a parked vehicle

Damage to parked vehicles caused by persons or vehicles unknown. Scratches to the paintwork are insured.

C 4.3 Rental/replacement vehicle

Compensation for the costs of a rental/replacement vehicle when the insured person's vehicle is out of service due to an event insured under the fully comprehensive insurance.

C 4.4 Gross negligence – waiver of reduction in indemnity

The Insurer waives its right to reduce the indemnity if the insured event was caused by gross negligence.

It shall not do so, however:

- if the driver caused the insured event while drunk or unfit to drive, while under the influence of drugs or as a result of the abuse of medication
- if the theft is attributable to a grossly negligent act or omission (not locking the vehicle or a container attached to the vehicle, leaving the key in the ignition, leaving the cabriolet hood open, leaving windows open, failure to activate an existing anti-theft system or immobiliser and the like)
- if the driver caused the insured event through a deliberate breach of elementary traffic regulations in which he/she runs a high risk of causing an accident resulting in severe injuries or death in accordance with Article 90 (3) of the Swiss Road Traffic Act

C 4.5 Extended glass cover

Breakages to vehicle parts made of glass or similar, hard materials; specifically, the following parts: all headlights, indicators, reflectors, reversing lights, wing mirrors and licence plate lights. The insurance also covers light bulbs destroyed in connection with a glass breakage. This list is exhaustive.

C 4.6 Protective motorcycle clothing

Damage to protective clothing is insured up to the amount listed in the policy provided that the damage or destruction is attributable to an insured event affecting the vehicle. The insurance only covers clothing items or pieces of equipment that offer effective protection in the event of a fall due to the material they are made of and their construction (helmets, protective suits fitted with protectors and combinations, motorcycle boots and gloves).

The insurance does not cover purely optical, minor damage to the protective clothing that does not impair its protective function. Two-part combinations count as one piece of clothing. Theft of protective clothing is only insured if it was stolen from a locked container attached to the vehicle (such as a top case or pannier); in the case of helmets, it is sufficient for them to be locked to the vehicle with a helmet lock. This is subject to Article C 4.4.

C 4.7 Repair by a partner company

If the vehicle has to be repaired, the Policyholder must have the repairs carried out by a partner company. If the repairs are not performed by a partner company, an additional excess will be applied in accordance with the policy.

If, following an insured event abroad, repairs have to be carried out locally for legal or technical reasons to enable onward travel or to guarantee the vehicle's safety, the additional excess will not be applied.

C 4.8 Repair by a cooperation partner

If the vehicle has to be repaired, the excess agreed in the policy is reduced by the amount listed in the policy. This requires the repair to be carried out by the cooperation partner named in the policy and reported in advance to the Allianz Claims Service. If, following an insured event abroad, repairs have to be carried out locally for legal or technical reasons to enable onward travel or to guarantee the vehicle's safety, the agreed excess is only reduced by the amount listed in the policy if the damage is reported in advance to the Allianz claims hotline.

C 4.9 Exclusion of business travel

According to the information provided by the Policyholder, business travel by order of the employer is covered by separate insurance for collision events. Such events are therefore excluded from this contract where they occur during business travel.

C 4.10 Use in works traffic

The vehicles listed in the policy are insured for use in works traffic.

Works traffic is defined as the transportation of goods with company-owned road vehicles for the company's own purposes, including trips with empty loads

connected to the transportation of goods.

If the vehicle is not normally used in works traffic, or if it is used for more than one remunerated goods transport per month on average, the Insurer shall not be liable to pay indemnity.

C 4.11 Soiling of the vehicle interior, including the boot

Damage to the vehicle's interior and the boot caused by soiling (such as smears, stains, leaked fluids) is insured.

The insurance does not cover:

- Stains that can be permanently removed by standard commercial cleaning products
- Damage in the engine compartment
- Soiling resulting from operating damage
- Soiling resulting from damage due to an internal fault, wear and tear or gradual damage
- Soiling of items conveyed
- Viral and bacterial contamination
- Damage due to other events insured under fully comprehensive insurance

C 5 INDEMNITY

The Insurer pays for:

C 5.1 Repairs, write-offs, costs

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

C 5.2 Lack of breakdown assistance

In relation to an insured event, if the Allianz Suisse insurance does not include breakdown assistance or pay any indemnity, recovery and towing to the next suitable workshop, as well as the return of the stolen vehicle to its ordinary location along with the import duty

C 5.3 Items conveyed

Insofar as items conveyed are insured: the costs of their repair, in the event of a write-off for their replacement.

C 5.4 Damage to a parked vehicle

Provided that damage to parked vehicles is insured: a maximum of two claims will be assumed per calendar year. This shall apply irrespective of the number of insured vehicles and the number of months over the calendar year during which the contract applies.

C 5.5 Rental/replacement vehicle

If rental/replacement vehicles are insured: a vehicle of the same vehicle category, if the breakdown assistance does not provide a service or the service is insufficient.

C 5.6 Protective motorcycle clothing

Insofar as protective motorcycle clothing is insured: the costs of its repair, in the event of a write-off for its replacement.

C 5.7 Use of mobility scooters

Where the vehicle in question is a mobility scooter, the Insurer's compensation payments shall be limited to the component not covered by the Swiss Federal Disability

Insurance (IV), if the insured person is also entitled to benefits from the IV in the event of a claim.

C 5.8 Soiling of the vehicle interior, including the boot

If soiling of the vehicle interior, including the boot, is insured: the damage-related cost of cleaning and removal for repairs which reflect the vehicle's current value. Indemnity is only provided if cleaning and removal is carried out. A maximum of two claims per calendar year. This shall apply irrespective of the number of insured vehicles and the number of months over the calendar year during which the contract applies.

C 6 NO INSURANCE COVER

There shall be no insurance protection:

C 6.1 Operating damage and freezing of coolant

For damage that occurs as a result of use, wear and tear or normal operation, and for damage caused by the freezing of the coolant.

C 6.2 Participation in races

For participation in races, rallies and similar high-speed competitions, any driving on race tracks and participation in any off-road competitions (including all training drives in connection with the aforementioned events).

Participation in training, events and driving safety courses is insured – irrespective of the aforementioned locations – if they

- serve exclusively to improve safety in ordinary road use
- do not have the character of races
- are not timed
- and are led and supervised by instructors

The insurance does not cover loss or damage that occurs during course components that involve free driving.

C 6.3 Riots

For loss/damage 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

C 6.4 Military or official requisitioning

During military or official requisitioning of the vehicle

C 6.5 War

For damage caused during armed conflict or civil war

C 6.6 Earthquake

For damage caused by earthquakes along with consequential losses

C 6.7 Nuclear energy

For damage caused by nuclear energy along with consequential losses

C 6.8 Drivers without a valid driving licence

In the event that the vehicle is used by drivers who do not hold a valid driving licence, have failed to comply

with the restrictions in their driving licence or are not accompanied as required by law

C 6.9 Driving under the influence of alcohol or drugs

For collisions, including consequential damage, that occur in the event that a vehicle is driven by the Policyholder or another driver under the influence of alcohol (with a blood alcohol concentration of 1.0‰ or more, average value, or 0.5 mg/l breath alcohol concentration, average value) or drugs in accordance with Article 2 of the Swiss Road Traffic Regulations (VRV)

C 6.10 Reduction in value

For reductions in value, impaired performance or suitability for use and lower sale prices, including in the event that the vehicle is recovered

C 6.11 Claims against the manufacturer

For damage in respect of which claims may be brought against the manufacturer

C 6.12 Cyber events

- for cyber events that affect the insured vehicle through hacking at the manufacturer
- for the costs of reinstalling software in the event of a cyber attack
- for damage and consequential damage caused by internal manipulation of the software

C 6.13 Criminal offences, misdemeanours

For damage caused by intentional criminal acts, offences or attempts at such

C 7 PARTIAL LOSS

C 7.1 Repair

The Insurer shall pay for the repair unless the vehicle is written off.

C 7.2 Current value

In the event that the repair costs plus the residual value of the vehicle exceed its current value, the Insurer may pay out the current value as compensation, with the approval of the Policyholder.

C 8 WRITE-OFF

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.

C 8.1 Indemnification models in the event of a write-off

Under the policy, indemnification is paid according to one of the following options:

Current value

The Insurer indemnifies the current value, but only up to the purchase price.

Enhanced current value

Year of operation
First

Indemnification
100% of the
purchase price

Second	100% of the purchase price
From third	Current value plus 20%

Purchase price protection

Year of operation	Indemnification
First to fifth	100% of the purchase price
From sixth	Current value plus 20%

Book value

Indemnification at book value for leased vehicles: in the event of the loss or destruction of the vehicle (write-off), the Insurer shall pay compensation up to a maximum of the book value (in the leasing company's books) at the time of the insured event, minus the value of the damaged vehicle.

C 8.2 Write-off in the event of theft

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. According to the agreement in the policy, compensation shall be paid in accordance with C 8.1.

C 9 COMPENSATION GUIDELINES

C 9.1 Purchase price and compensation

The maximum compensation is the purchase price, but at least the current value, less any excess that applies. If the purchase price cannot be documented, the maximum compensation is the current value.

C 9.2 Equipment and accessories

If only equipment or accessories are damaged, or for commercial vehicles, mobile homes and caravans the chassis/cabin, superstructure or equipment, C 8 and C 9 shall apply *mutatis mutandis* to the damaged vehicle component and not to the vehicle as a whole.

C 9.3 Repairs

The Insurer 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 Insurer 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.

C 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 Insurer 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.

C 9.5 Subsidiary cover

If the event was caused while the vehicle had been borrowed by a third party via a sharing platform and contractually agreed comprehensive cover is provided via this platform, the Insurer shall pay the loss incurred on a subsidiary basis.

C 9.6 Reduction of compensation in the event of underinsurance

If for value as new or for trade plates the declared sum insured is too low, the damage shall only be compensated pro rata on the basis of the value as new (or the sum insured) 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.

C 9.7 Rights of ownership

In the event of a write-off or compensation of partial damage in accordance with C 8.1, unless agreed otherwise rights of ownership over the vehicle or item concerned respectively shall transfer to the Insurer upon payment of compensation.

C 9.8 VAT

Compensation payments to taxpayers that deduct input tax shall be disbursed without value-added tax. If the damage is paid on a lump-sum basis on the basis of the expected repair costs, value-added tax will be subtracted from the expected repair costs for the calculation of the lump-sum payment.

C 10 DUTIES IN THE EVENT OF A CLAIM

C 10.1 Repair

Once an insured event has occurred, the Insurer is entitled to determine the measures that will be taken to assess the loss. Repairs to the insured vehicle must be approved by the Insurer.

C 10.2 Theft

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

C 10.3 Damage caused by animals

In the event of a collision with an animal (except marten and rodent bites), it is a legal requirement that the competent bodies (e.g. police, gamekeepers) are informed immediately.

D | BREAKDOWN ASSISTANCE

D 1 GEOGRAPHICAL SCOPE

D 1.1 Scope of cover

The currently valid scope of cover is listed in your policy.

Explanation of geographical scope:

- **Switzerland/Liechtenstein:** Insurance cover is valid in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione.
- **Switzerland/neighbouring countries:** Insurance cover is valid in Switzerland, the Principality of Liechtenstein, Austria, France, Germany and Italy.
- **Europe:** Insurance cover applies analogously to the general provisions, Article A 1.1.

D 1.2 Definition of term "abroad"

The geographical scope of the indemnity listed in Section "D - Breakdown assistance" under "abroad" refers to the scope of cover shown in the policy under D 1.1; surrounding countries or Europe excluding Switzerland/Liechtenstein in both cases.

D 2 INSURED VEHICLES AND PERSONS

Each vehicle indicated in the policy as an insured vehicle (excluding taxis and rental/replacement vehicles) and its driver and passengers. Attached trailers are also insured.

D 3 INSURED EVENTS

The Insurer shall provide assistance, ensure the mobility of the driver and the passengers and attend to the vehicle in the event that it becomes unroadworthy or unusable as a result of a breakdown, traffic accident or any event covered by fully comprehensive insurance or in the event that the driver is unable to continue driving due to illness, accident or death and no passenger is able to drive the car.

D 4 INDEMNITY

D 4.1 Breakdown assistance/towing/recovery

The Insurer shall organise and pay for breakdown assistance at the location of the event or tow away/transport the vehicle to the nearest suitable repair workshop. The costs of recovery following an accident (return of the vehicle to the road) are insured. The costs of repair, diagnosis, replacement parts or scrappage are not insured.

D 4.2 Overnight stay

If the vehicle cannot be repaired on the same day or if it is not possible to return home or continue the journey on the same day due to theft, the Insurer shall organise

and pay for the following:

- **Switzerland/Liechtenstein:** Under D 1.1 – one overnight stay up to CHF 120 per person.
- **Abroad:** Overnight stays up to CHF 120 per person up to a total of CHF 1,200 per event for motor vehicles or CHF 600 for motorcycles.

D 4.3 Homeward journey/return of the vehicle

- **Switzerland/Liechtenstein:** Under D 1.1 – if the passenger vehicle is stolen or cannot be repaired on the same day in a suitable garage, the Insurer shall organise and pay for the following services, depending upon whether service option A or service option B is chosen. For motorcycles, the Insurer shall organise and pay for services in accordance with service option A.
- **Abroad:** If the passenger vehicle is stolen or cannot be repaired within 48 hours in a suitable garage, the Insurer shall organise and pay for the following services, depending upon whether service option A or service option B is chosen.

D 4.3.1 Public transport/taxi (service option A)

The homeward journey of the driver and the passengers to the place of residence of the Policyholder by public transport (CH/FL: first-class rail ticket/abroad: first-class rail ticket or economy class air ticket). If the homeward journey within Switzerland and the Principality of Liechtenstein is made by taxi because no public transport is available, compensation for these costs shall not exceed CHF 500; this shall also be the limit within Switzerland and the Principality of Liechtenstein pursuant to D 1.1 for the costs of the journey by a person in order to collect the repaired vehicle.

D 4.3.2 Replacement/rental vehicle (service option B)

Passenger vehicle

In the event of a claim, the following indemnity/services will be provided:

- **Switzerland/Liechtenstein:** Under D 1.1 – a rental/replacement vehicle for the homeward journey for one day up to a maximum of CHF 500
- **Abroad:** A rental/replacement vehicle, of the same vehicle category where possible, for the onward or home journey up to a maximum of CHF 1,500

The insurance does not include supplementary cover or equipment. Service option B may only be provided if the insured person or driver has his or her own credit card.

Motorcycle

In the event of a claim, the following indemnity/services will be provided:

- **Abroad:** A rental/replacement vehicle for the onward or home journey up to a maximum of CHF 1,500

The insurance does not include supplementary cover or equipment. Service option B may only be provided if the insured person or driver has his or her own credit card.

D 4.3.3 Return transportation of the vehicle

Return transportation of a vehicle that is not roadworthy or that is relocated to a suitable repair workshop at the place of residence of the Policyholder. Transportation costs shall only be covered if these are lower than the current value of the vehicle after the event. Otherwise, the Insurer shall organise disposal and cover import duty abroad.

D 4.4 Incapacity of the vehicle driver

If the driver of the vehicle falls ill, suffers an accident or dies and no other passenger is able to drive the vehicle, the Insurer shall organise and pay for the home journey of the other passengers in accordance with D 4.3.1 as well as the return transportation of the vehicle to the nearest garage at the Policyholder's place of residence.

D 4.5 Provision of replacement parts abroad

In the event that the necessary replacement parts cannot be procured in the nearest suitable garage, the Insurer shall organise and pay for their procurement. The costs of replacement parts are not insured.

D 4.6 Notification service

In the event that measures are organised by the Assistance Centre in accordance with D 4.2 to D 4.4, if so requested by the insured person the Centre shall inform the relatives and employer of the circumstances and the action taken.

D 4.7 Taxi fares

In the event that taxi fares are paid in relation to an insured event and the services falling under D 4.1, D 4.2 and D 4.3, the Insurer shall cover these up to a total cover limit of CHF 100 per claim.

D 5 SUPPLEMENTARY ASSISTANCE TOP COVER

Insofar as they are listed in the policy, the following are also insured:

D 5.1 Homeward journey and onward travel

The following applies by way of addition to Articles D 4.3, D 4.3.1 and D 4.3.2:

If the vehicle is stolen or cannot be repaired on the same day (abroad within 48 hours) in a suitable garage, the Insurer shall organise and pay – on the occurrence of an insured event – for a suitable means of transport (rental/replacement vehicle, same vehicle category if possible):

- **Switzerland/Liechtenstein:** Under D 1.1 – A rental/replacement vehicle up to maximum of CHF 750 to guarantee the insured person's mobility
- **Abroad:** A rental/replacement vehicle up to maximum of CHF 1,500 to guarantee the insured person's mobility

If public transport is used for the home or onward journey, the Insurer shall also pay the costs of the journey by a person to collect the repaired vehicle within Switzerland or the Principality of Liechtenstein, subject to the same limits. Depending on the means of transport chosen/the requirements of the selected provider, the insured person or the vehicle driver may

need to have their own credit card.

D 5.2 Refund of rental/replacement vehicle costs

If an insured event occurs and the insured person uses a rental/replacement vehicle as specified in D 5.1, the Insurer shall pay any additional costs charged for the hiring of navigation devices, child seats, roof racks, roof boxes or ski racks or for the registration of one additional, authorised driver for the rental/replacement vehicle. Other additional costs for rental/replacement vehicles are excluded.

D 5.3 Rental/replacement vehicle excess

If a rental/replacement vehicle is used as specified in D 5.1, the Insurer shall pay any excess that is incurred as a result of damage to or theft of the rental vehicle during the rental period, up to a maximum of CHF 5,000. Requirements for this compensation are an event covered by another insurance policy and a resulting excess. If the cost of the loss or damage is lower than the excess, the Insurer shall pay for the loss or damage, provided that an insured event has occurred.

The insurance does not cover losses due to gross negligence by the vehicle driver, losses connected with a breach of contract in respect of the vehicle rental company and losses that did not take place on public or official roads.

To claim this compensation, the claim must be submitted in writing together with the following documents: rental contract indicating the excess, damage/loss report, damage/loss statement and credit card statement showing the charge for the loss or damage.

D 5.4 Breakdown assistance in the event of key problems

In partial deviation from Article D 9.1, an event that is attributable to lost, stolen or damaged vehicle keys shall also be regarded as a breakdown. Costs of changing locks and costs for replacement keys are excluded.

D 5.5 Transportation of dogs and cats

The Insurer shall organise the transport of the insured person's dogs and cats on their home or onward journey. Transport costs (including a transport box) will be assumed up to a maximum of CHF 500 per event. The insured person must comply with the guidelines for transporting animals and accompany the animal. The Insurer bears no liability for animals imported illegally and shall not pay any costs in cases involving quarantine.

D 5.6 Interpreter service abroad

The telephone interpreter service is available free of charge to insured persons in connection with an insured event for a maximum of 60 minutes in total per event. It provides help in the event of communication problems in foreign languages, such as with garage owners and other service providers or with authorities.

D 5.7 Reimbursable advance on costs abroad

Where high costs are incurred as a result of vehicle

repairs or the procurement of necessary replacement parts and the individuals affected cannot access their own funds due to being abroad, the Insurer shall pay a reimbursable advance on costs to the service provider or the Policyholder of up to CHF 2,000. The advance on costs must be repaid by the Policyholder within 30 days of returning to Switzerland.

D 5.8 Independent organisation

Notwithstanding Article D7, in the event that breakdown assistance is organised independently (except where the police organises a breakdown service itself after an accident or if the Policyholder is unable to inform the Assistance Centre for medical reasons), indemnity shall be limited to the costs incurred, subject however to a maximum limit of CHF 300 per event.

D 6 NO INSURANCE PROTECTION

There shall be no insurance protection:

D 6.1 No agreement from the Assistance Centre

If the Assistance Centre has not granted its prior approval for the indemnity/services in accordance with D 4 and D 5, without prejudice to D 7

D 6.2 No organisation by the Assistance Centre

For indemnity/services falling under D 4.2 to D 4.7 and D 5 in the event that the breakdown assistance was not organised by the Assistance Centre or if the insured person drove to a repair workshop/garage himself or herself after the breakdown

D 6.3 Participation in races

In the event of 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

D 6.4 Inadequate condition

If the condition of the vehicle at the time of the event did not comply with the applicable provisions of the Swiss Road Traffic Ordinance

D 6.5 Riots

In the event of involvement in riots; however, insurance cover shall remain valid if the insured person demonstrates that the loss or damage did not arise in relation to such events

D 6.6 War

In the event of loss or damage during armed conflict or civil war

D 6.7 Natural disasters and nuclear energy

In the event of damage caused by foreseeable natural disasters or nuclear energy

D 6.8 Drivers without a valid driving licence

In the event that the vehicle is used by drivers who do not hold a valid driving licence, have failed to comply with the restrictions in their driving licence or are not accompanied as required by law

D 6.9 Driving under the influence of alcohol or drugs

If at the time the event occurred the driver of the vehicle was under the influence of alcohol (in excess of the statutory alcohol limit in the relevant country) drugs or medication

D 6.10 Journeys made without official approval

In the event of breakdown or accident occurring during journeys made without official approval, where a requirement of approval applied on road safety grounds

D 6.11 Criminal offences, misdemeanours

In the event of breakdown or accident occurring during the intentional commission of a criminal offence or misdemeanour or an attempted offence or misdemeanour

D 7 LIMITATION OF COVER

In the event that breakdown assistance is organised independently (except where the police organises a breakdown service itself after an accident or if the Policyholder is unable to inform the Assistance Centre for medical reasons), indemnity shall be limited to a maximum of 50% of the costs incurred, subject however to a maximum limit of CHF 150 per event.

D 8 DUTIES FOLLOWING AN INSURED EVENT

D 8.1 Obligation to notify

In order to be able to use the services of the Breakdown Assistance, the occurrence of an insured event must be reported promptly to the Assistance Centre.

D 8.2 Contact points

In an emergency, the Assistance Centre must be informed immediately using the following contact details:

24-hour emergency number CH/FL **0800 22 33 44**

24-hour emergency number abroad +41 43
311 99 11

D 8.3 Documentation and address

The following documentation shall be submitted to the Assistance Centre, Richtplatz 1, 8304 Wallisellen, unless it can be obtained by the Centre itself: doctor's certificate, official attestation, original receipts and invoices relating to insured additional costs, travel ticket, police reports, etc. If the insured person is also able to claim for services provided by the Insurer from a third party, it must assert these claims and assign them to the Insurer.

D 9 DEFINITION OF BREAKDOWN AND ACCIDENT

D 9.1 Breakdown

Breakdown means any sudden, unforeseen failure of the vehicle specified as insured under the policy as a result of a technical defect that renders onward travel

impossible or unlawful. Tyre defects, lack of fuel, misfuelling and a flat battery shall be regarded as equivalent to a breakdown.

In the case of passenger vehicles, keys locked within the vehicle also count as a breakdown. However, any event attributable to lost, stolen or damaged vehicle keys shall not be regarded as equivalent to a breakdown.

D 9.2 Accident

An accident is defined as any damage to the vehicle specified as insured under the policy by sudden, violent, mechanical, involuntary, external influence that renders onward travel impossible or unlawful. This shall include in particular events involving impact, collision, tipping over, falling from a height, sinking into water and submergence by water.

D 10 EXCLUSION FROM COVER

The Insurer shall not cover damage resulting from third-party services organised in accordance with D 4 and D 5 or for damage to conveyed items, goods or animals and any consequential costs.

E | ACCIDENT INSURANCE

E 1 INSURED VEHICLES AND PERSONS

Each vehicle indicated in the policy as an insured vehicle, the group of persons referred to in the policy and persons who provide first aid voluntarily and without remuneration to the passengers at the location of an accident.

E 2 INSURED ACCIDENTS

The insurance covers accidents occurring

- during operation of the vehicle
- when getting into or out of the vehicle/mounting or dismounting motorcycles
- during work performed on the vehicle en route
- when providing assistance en route to other road users

The insurance does not cover loading and unloading.

E 3 DEFINITIONS

E 3.1 Accident

An accident is defined as the sudden, unintentional damaging effect of an unusual external factor on the human body that results in the impairment of physical, mental or psychological health or in death.

E 3.2 Incapacity for work

Incapacity for work is the full or partial inability of a

person to perform reasonable work in his or her current profession or area of activity as a result of damage to his or her physical or mental health.

In the case of people who are not employed, incapacity for work is measured according to the restrictions they face in performing household activities.

E 4 DAILY BENEFITS

E 4.1 Duration

In the event of incapacity for work, the Insurer shall pay the daily benefits agreed for each accident for the duration of medical treatment and stays in health resorts falling under E 5.2. Payment shall be made for a maximum of five years. Daily benefits shall be disbursed in proportion with the degree of incapacity for work, including for Sundays and public holidays.

E 4.2 Commencement of the obligation to pay benefits

The obligation to pay benefits shall commence upon certification of incapacity for work by a doctor, but no earlier than three days prior to the start of medical treatment.

E 4.3 End of the obligation to pay benefits

The obligation to pay benefits shall end at the time the disability percentage is ascertained, or if earlier at the time the disability lump sum is paid out.

E 4.4 Persons under the age of 16

Persons under the age of 16 shall not receive any daily benefits.

E 5 MEDICAL EXPENSES

E 5.1 Basic principle

Costs shall be covered for a maximum period of five years, calculated from the day of the accident. Compensation will be reduced to the extent that costs are assumed by accident insurance (UVG), health insurance (KVG), disability insurance (IV), federal military insurance (MV) or supplementary insurance (according to the VVG).

E 5.2 Medical treatment

The expenses necessary for medical treatment that is carried out or instructed by a licensed doctor or dentist along with hospital costs (private ward) and expenses for treatment, accommodation and stays at health resorts provided with the approval of the Insurer. In addition, the costs for treatment by state-accredited chiropractors.

E 5.3 Care at home, auxiliary equipment

- Expenses relating to care at home for services from qualified nurses prescribed by a doctor. Carers provided by nursing care associations and home care organisations shall be regarded as equivalent to nurses, although domestic assistants who do not perform any care functions shall not.
- Expenses for auxiliary equipment required as a result of the accident in order to compensate for

bodily injury or loss of function (e.g. prostheses) and expenses for other necessary resources and items. The costs of mechanical means of transportation and for the preparation, adjustment, hire and maintenance of immovable property shall not be covered.

- Additional costs (meals and overnight accommodation) arising in the event that a parent, a family member or a relative of an injured child accompanies the child during hospital inpatient treatment (“rooming-in”). The Insurer will reimburse expenses charged by the hospital up to a maximum amount of CHF 10,000 per event.

E 5.4 Property damage

- The costs of damage to objects that replace a body part or bodily function. A claim to compensation shall only arise in relation to glasses, contact lenses, hearing aids and dental prostheses if damage to health requiring treatment is caused.

Expenses for the repair or replacement (price as new) of clothes that were damaged or destroyed during an accident. This does not extend to any parts of protective clothing.

E 5.5 Travel, transport and rescue costs

Costs of necessary rescue and recovery measures, transfer of the body of a person fatally injured to his or her last place of residence and necessary transportation of injured persons. If these services are covered by other insurance policies, the insurance cover shall only apply to the portion of the costs in excess of the cover provided by the other policies.

E 6 DISABILITY

E 6.1 Permanent disability

If the accident results in permanent disability, the lump-sum disability benefit is calculated on the basis of the degree of disability and the agreed sum insured.

E 6.2 Determining the degree of disability

The degree of disability is determined in accordance with the provisions applicable to the measurement of losses of integrity set forth in the Swiss Federal Accident Insurance Act and Accident Insurance Ordinance (UVG/UVV).

E 6.3 Pre-existing physical defects

An exacerbation of the consequences of an accident as a result of pre-existing physical defects shall not establish entitlement to increased disability compensation, even if the accident was suffered by an able-bodied person. If the body part affected by the accident was already partially or totally lost or not fit for use before the accident, the previous degree of disability is deducted when the degree of disability is calculated.

E 6.4 Psychological or nervous disorders

Psychological or nervous disorders shall only be compensated if caused by an insured event.

E 6.5 Time at which degree of disability is established

The degree of disability shall be established no later than five years after the accident. Disability compensation shall not be due whilst daily benefits are being paid.

E 7 DEATH

E 7.1 Death

If the accident results in the death of the insured person, the Insurer shall pay the agreed amount; any disability compensation previously paid out in respect of the same accident shall be deducted.

E 7.2 Statutory inheritance rights

The lump-sum death benefit shall be paid out to the statutory heirs.

E 7.3 Carers

In the event of the death of an insured person who was responsible for one or more under-age dependants, the Insurer will pay out twice the sum insured. If there is also a spouse or a registered partner in addition to such persons, one half of the amount shall be payable to the spouse or the registered partner and one half to the under-age persons, except in the case of differing distributions based on the insured person's will or mandatory inheritance-law provisions of the Swiss Civil Code.

E 8 LUMP SUM FOR EDUCATIONAL EXPENSES

Where death or disability has been insured: in the event of the death or complete disability of a person with under-age dependants, the Insurer shall pay a lump sum for educational expenses of CHF 30,000 per person. This rule shall also apply to adults still in education but not in gainful employment up to the age of 25.

E 9 PETS CONVEYED

If a pet conveyed in the vehicle is injured, the Insurer shall pay for medical treatment. This insurance shall apply exclusively in passenger vehicles. Transportation in trailers is excluded.

E 10 SUPPLEMENTARY AGREEMENTS

Insofar as they are listed in the policy, the following are also insured:

E 10.1 Gross negligence – waiver of reduction in indemnity

The Insurer waives its right to reduce the indemnity if the insured event was caused by gross negligence.

It shall not do so, however:

- if the Policyholder or the driver caused the insured event while drunk or unfit to drive, while under the influence of drugs or as a result of the abuse of medication
- if the driver caused the insured event through a deliberate breach of elementary traffic regulations

in which he/she runs a high risk of causing an accident resulting in severe injuries or death in accordance with Article 90 (3) of the Swiss Road Traffic Act

E 11 NO INSURANCE PROTECTION

No insurance protection shall be available for accidents and damage to health occurring:

E 11.1 Earthquake

As a result of earthquakes

E 11.2 Military or official requisitioning

During military or official requisitioning

E 11.3 War

As a result of armed conflict or civil war

E 11.4 Riots

During riots; however, insurance protection shall remain in place if the insured person demonstrably took all reasonable steps in order to avoid the accident

E 11.5 Criminal offences, misdemeanours

To insured persons who have suffered the damage during the intentional personal commission of offences, misdemeanours or assaults or attempts at such

E 11.6 Participation in races

For participation in races, rallies and similar high-speed competitions, any driving on race tracks and participation in any off-road competitions (including all training drives in connection with the aforementioned events).

Participation in training, events and driving safety courses is insured – irrespective of the aforementioned locations – if they

- serve exclusively to improve safety in ordinary road use
- do not have the character of races
- are not timed
- and are led and supervised by instructors

The insurance does not cover loss or damage that occurs during course components that involve free driving.

E 11.7 Nuclear energy

As a result of nuclear energy

E 11.8 Therapeutic or investigate measures

As a result of therapeutic or investigative measures (e.g. operations, injections, irradiation)

E 11.9 Misappropriation of the vehicle

To persons who have misappropriated the vehicle

E 11.10 Drivers without a valid driving licence

During travel with a driver who does not hold the driving licence prescribed by law, fails to comply with restrictions in his or her driving licence or who is not accompanied as required by law.

E 12 REDUCTION OF PAYOUT FOR VEHICLES

CARRYING MORE THAN THE PERMITTED NUMBER OF PERSONS

Compensation shall be divided by the number of persons using the vehicle at the time of the accident and multiplied by the maximum number of occupants indicated in the registration document.

E 13 RELATIONSHIP WITH THIRD-PARTY LIABILITY INSURANCE

Payouts (except medical expenses) shall not be offset against third-party liability and recourse claims unless the registered owner or driver is required to cover these personally either in full or in part.

F I TRAFFIC ACCIDENTS ABROAD CAUSED BY FOREIGN PERSONS

F 1 INSURED VEHICLES AND PERSONS

Each vehicle indicated in the policy as an insured vehicle, its holder, driver, 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.

F 2 INSURED EVENT

An insured person 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. The full or partial culpability of the counterparty must be clearly evident from the documents submitted by the insured person. The other motor vehicle involved must be registered abroad and subject to compulsory insurance.

F 3 INDEMNITY

The Insurer 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. The cover limits per event are detailed in the policy.

F 3.1 Payouts by a third party

The Insurer shall offset against its indemnity any payouts made by a third party, including in particular a foreign third-party liability insurer.

F 3.2 Treatment costs

Compensation for medical expenses will be reduced to the extent that costs are assumed by accident insurance (UVG), health insurance (KVG), federal disability insurance (IV), military insurance (MV) or supplementary insurance (according to the VVG).

F 4 APPLICABLE LAW

The Insurer 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.

F 5 NO INSURANCE PROTECTION

No claims may be made:

F 5.1 Intent or gross negligence

In respect of damage caused wilfully or through gross negligence

F 5.2 Residence abroad

By persons resident abroad

F 5.3 Unknown person at fault/vehicle

If the person or vehicle that caused the accident is unknown

F 5.4 Waiver of rights

If the Policyholder expressly waives these claims or any rights that secure these claims that are vested in him or her against third parties, including in particular against foreign third-party liability insurers

F 5.5 Misappropriation of the vehicle

By persons who have misappropriated the vehicle or for whom the misappropriation was apparent

F 5.6 Participation in races

For participation in races, rallies and similar high-speed competitions, any driving on race tracks and participation in any off-road competitions (including all training drives in connection with the aforementioned events).

Participation in training, events and driving safety courses is insured – irrespective of the aforementioned locations – if they

- serve exclusively to improve safety in ordinary road use
- do not have the character of races
- are not timed
- and are led and supervised by instructors

The insurance does not cover loss or damage that occurs during course components that involve free driving.

F 5.7 Unauthorised journeys

In relation to journeys made without official approval, where a requirement of approval applied on road safety grounds

F 5.8 Drivers without a valid driving licence

By drivers who do not hold the driving licence prescribed by law, who have failed to comply with restrictions in their driving licence or by drivers with a provisional licence who are not accompanied as required by law, and in addition by persons for whom these deficiencies were apparent

F 5.9 Use as a taxi or rental vehicle

If the vehicle was being used as a taxi or rental vehicle

F 5.10 Nuclear energy

For loss or damage caused by nuclear energy

F 5.11 Transportation of hazardous goods

In relation to the conveyance of hazardous goods in accordance with Swiss and Liechtenstein road traffic law

F 6 BRINGING A CLAIM

Claims for compensation may be brought directly against Allianz Suisse.

F 7 DUTIES IN THE EVENT OF A CLAIM

F 7.1 Only one claim

Any claims brought against the Insurer must not also be brought in parallel against the insurer of the other party involved in the accident.

F 7.2 Police report

Every accident must be reported to the local police and a report must be drawn up. If the police refuse to attend the scene of the accident, a European accident protocol must be completed in full and signed by the parties involved.

F 7.3 Documents and assignment agreements

The insured person must submit all relevant documents to the Insurer. Where claims are asserted that have passed to the Insurer on the basis of the cover provided, the insured person must support the Insurer and provide the documents required for this. This also includes the signing of assignment agreements with the Insurer that meet foreign formal requirements.

F 7.4 Legal proceedings

The insured person must leave the conduct of proceedings, in particular against foreign motor vehicle liability insurers, to the Insurer.

F 7.5 Loss mitigation

The insured person has a duty to mitigate losses.

F 7.6 Repair or disposal

The Insurer must be contacted in order to obtain instructions or consent prior to instructing any repairs or disposing of a damaged vehicle.

F 7.7 Assignment of claims

The claims resulting from this policy may not be assigned without the approval of the Insurer.

F 8 TEMPORAL VALIDITY

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