

# General Terms and Conditions (GTC) of Motor Vehicle Insurance

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## B Breakdown assistance

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Services are provided by die AGA International S.A., Paris, Wallisellen (Switzerland) branch, Hertistrasse 2, 8304 Wallisellen. AGA will hereafter be referred to as the company.

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## Scope of the insurance

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### B 1 Insured vehicles and persons

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Each vehicle indicated in the policy as an insured vehicle (not including taxis and hire vehicles) and its driver and passengers. Attached trailers are also insured.

### B 2 Insured events

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The company shall provide assistance, ensure the mobility of the driver and passengers and attend to the vehicle in the event that it is not roadworthy or usable as a result of a breakdown, traffic accident or any event covered by fully comprehensive insurance or in the event that the driver is incapacitated as a result of illness, accident or death and no other passenger is able to drive the car.

### B 3 Benefits

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#### 3.1 Breakdown assistance / towing / recovery

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

#### 3.2 Overnight accommodation

If the vehicle cannot be repaired on the same day or in the event of theft if the return or onward journey cannot be completed on the same day, the company shall organise and pay up to CHF 120 per person for overnight accommodation in Switzerland or the Principality of Liechtenstein, or up to CHF 120 per person abroad up to a total of CHF 600 per claim.

#### 3.3 Homeward journey / return of the vehicle

If the vehicle is stolen or cannot be repaired on the same day (abroad within 48 hours) in a suitable garage, the company shall organise and pay for the following services, depending upon whether service option A or service option B is chosen abroad. In Switzerland and the Principality of Liechtenstein only service option A is available.

#### 3.3.1 Taxi / public transport (service option A)

The homeward journey to the place of residence of the policyholder by public transport (CH/FL: rail ticket class / abroad: rail ticket first class or air ticket economy class). 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, which shall also be the limit within Switzerland and the Principality of Liechtenstein for the costs of the journey by a person in order to collect the repaired vehicle.

#### 3.3.2 Hire care (service option B)

Following an insured event abroad, a hire car if possible from the same vehicle category up to a maximum of CHF 1,500 for the onward or home journey. Service option B may only be provided if the policyholder or driver provides his own credit card.

#### 3.3.3 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 company shall organise disposal and cover import duty abroad.

#### 3.4 Return

If the driver falls ill, is injured or dies and no other fellow driver is able to drive the vehicle, the company shall organise and pay for the return transportation of the remaining persons and the vehicle to the place of residence of the policyholder.

#### 3.5 Provision of spare parts abroad

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

#### 3.6 Notification service

In the event that measures are organised by the Assistance Unit in accordance with B 3.2 to B 3.4, if so requested by the policyholder the Unit shall inform the relatives and employer of the circumstances and the action taken.

#### 3.7 Taxi fares

In the event that taxi fares are paid in relation to an insured event and the benefits falling under B 3.1, B 3.2 and B 3.3, the company shall cover these up to a total over limit of CHF 100 per claim.

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## Exclusions and limits to benefits

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### B 4 No insurance protection

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There shall be no insurance protection:

- 4.1 if the Assistance Unit has not granted its prior approval for the benefits in accordance with B 3, without prejudice to B 5;
- 4.2 for benefits falling under B 3.2 to B 3.6 in the event that the breakdown assistance was not organised by the Assistance Unit or if the policyholder drove to a repair workshop/garage himself after the breakdown;
- 4.3 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;
- 4.4 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 or if the maintenance work recommended by the manufacturer has not been carried out;
- 4.5 in the event of involvement in riots; however, insurance cover shall remain valid if the policyholder demonstrates that the damage did not arise in relation to such events;
- 4.6 in the event of damage during armed conflict or civil war;

- 4.7 in the event of damage caused by unforeseeable natural disasters or nuclear energy;
- 4.8 in the event that the vehicle is used by drivers who do not hold a valid driving licence or who are not accompanied as required by law;
- 4.9 if at the time the event occurred the driver of the vehicle was under the influence of alcohol (blood alcohol concentration of 1.5 ‰ or more, average value) or drugs or pharmaceuticals;
- 4.10 in the event of breakdown or accident occurring during journeys made without official approval, where a requirement of approval applied on road safety grounds;
- 4.11 in the event of breakdown or accident occurring during the intentional commission of a criminal offence or misdemeanour or an attempted offence or misdemeanour.

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### B 5 Limitation of benefits

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

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## Insured event

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### B 6 Duties following an insured event

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#### 6.1 Duty to report

**In order to be able to rely on the services of the Breakdown Assistance, the occurrence of an insured event must be reported promptly to the Assistance Unit. See also B 5.**

#### 6.2 Contact details

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

24-hour emergency number CH/FL	<b>0800 22 33 44</b>
24-hour emergency number abroad	+41 43 311 99 11
Fax domestic	043 311 99 12
Fax abroad	+41 43 311 99 12

#### 6.3 Documentation and address

The following documentation shall be submitted to the Assistance Unit, Hertistrasse 2, 8304 Wallisellen, unless it can be obtained by the unit 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 able to claim for services provided by the company also from a third party, it must assert these claims and assign them to the company.

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## Concluding provisions

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### B 7 Definition of breakdown and accident

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#### 7.1 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, misfuels or a flat battery shall be regarded as equivalent to a breakdown.

#### 7.2 Accident

An accident includes 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.

### B 8 Exclusion of liability

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The company shall bear no liability for damage resulting from third party services organised in accordance with B 3 and for damage to conveyed items, goods or animals and any consequential costs.