

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

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Valid from January 2015

## Overview of the General Terms and Conditions of Motor Vehicle Insurance

A	General Terms and Conditions	H	Accident insurance
B	Roadside Assistance	L	Premium Rebate Insurance
C	Third Party Liability Insurance		
D	Protection against Damage Abroad		Only those conditions relating to the insured lines are attached to the policy.
E	Consequences in the event of Gross Negligence		Only masculine personal pronouns will be used in order to facilitate legibility.
G	Fully Comprehensive Insurance		

## A General Terms and Conditions

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### A 1 Geographical scope

- 1.1 Insurance protection shall be valid in Switzerland and the Principality of Liechtenstein in addition to Albania, Andorra, Belgium, Bosnia-Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Iceland, Italy, Kosovo, Croatia, Latvia, Lithuania, Luxembourg, Malta, Macedonia, Montenegro, the Netherlands, Norway, Austria, Poland, Portugal, Romania, Sweden, Serbia, Slovakia, Slovenia, Spain, the Czech Republic, Turkey, Hungary, the United Kingdom of Great Britain and Northern Ireland, Cyprus and in any other country in which the Swiss number plate is recognised as proof of insurance in accordance with international agreements. Insurance protection shall not be available in the non-European territories of these countries, with the exception of Turkey and Cyprus.
- The company may charge a fee for the issue of the international insurance card (green card).
- 1.2 The insurance shall also be valid during transportation by sea, provided that the places of departure and destination fall within the geographical scope.
- 1.3 If a foreign number plate is issued for the vehicle, insurance cover shall expire immediately.
- 1.4 If the registered keeper transfers his place of residence or the location of the vehicle to a foreign country, insurance cover shall expire at the end of the current insurance period. Roadside assistance insurance cover shall expire immediately.
- If the registered keeper is a company with its registered office in Switzerland, its vehicles shall be insured at foreign locations near to the border (up to a maximum linear distance of 100 km from the Swiss border).
- 1.5 If the registered keeper is resident abroad upon inception of the contract, no insurance cover shall be available unless the vehicle is situated in Switzerland or the Principality of Liechtenstein.

### A 2 Inception and term

- 2.1 Insurance cover shall commence on the date stipulated 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 insurance and for any other forms of cover that have been applied for in writing at the time the damage occurs. If the company rejects the application, insurance cover shall end
- 10 days after receipt of written notice by the applicant.

- 2.2 The contract shall be extended by one year unless it is terminated three months prior to expiry. A contract with a term shorter than one year shall expire on the date indicated. Termination must be received by the other contractual partner no later than the last day prior to the start of the three-month period. It must be intimated in writing or electronically. Electronic termination is only valid if it is accompanied by a qualified electronic signature that has been certified by a certification service recognised according to the Swiss Federal Act on Electronic Signatures (ESigA). Notices served by fax are not valid.

A contract with a term shorter than one year shall expire on the date indicated.

- 2.3 If no signed application or written cover note is presented to the company in the event that a vehicle is registered on the basis of an insurance certificate, the company shall provide provisional fully comprehensive cover for the vehicle for a maximum of 30 days after the registration of the vehicle. The cover note shall be valid for vehicles up to and including the fourth year of operation with a value as new (list price of the vehicle including equipment and accessories) of up to CHF 50,000. Excess for collisions 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 number plate.

If a vehicle is registered on the occasion of a replacement of vehicle and the company provided fully comprehensive insurance for the vehicle replaced, the previous services shall apply until an application is signed for the new vehicle or until the new policy is received.

The provision set forth in clause A 2.3 shall not apply to motorcycles.

- 2.4 In the event of indemnifiable damage either party may terminate the contract in full or in part. The company 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 company shall expire 14 days after receipt of notice of termination. In the event of termination by the company, its liability shall expire 4 weeks after receipt by the policyholder of notice of termination.

Motorcycles: Third party liability insurance shall only end upon expiry of the validity period of the number plate/tax sticker or upon surrender of the number plate to the company.

### A 3 Contractual amendments

In the event that any changes are made to premiums, the premium class system, excesses, services, statutory requirements or instalment surcharges, the company may require that the contract be amended. It shall give notice of the changes to the policyholder no later than 30 days prior to expiry of the insurance period. If the policyholder does not agree to the changes, he 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 company by the last day of the period of insurance. Changes to statutory charges and changes in premiums resulting from a change in premium class on account of claims history shall not establish entitlement to termination.

### A 4 Premium class system for third party and fully comprehensive cover

Premium class system	Level	% of the basic premium	Level	% of the basic premium
T	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
Z	None	always 100		

### A 5 Change to the premium class under premium class system T

5.1 The premium class shall be set annually on the basis of the claims history during the previous observation period. An observation period extends to 12 months and ends 3 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 class, provided that no damage has occurred during the observation period and third party or fully comprehensive insurance was in place for at least 6 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 class for the insurance concerned shall be increased by 4 classes.

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).

5.2 An increase shall be corrected if no compensation need 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.

5.3 The premium class shall not be affected by damage caused during driver instruction or the official driving test, provided that the driving instructor holds an official licence.

5.4 The premium class of the principal insurance shall not be raised in the event that the policyholder was not at fault (pure causal liability), and also in relation to joyriding, provided that the registered keeper was not at fault for the misappropriation of the vehicle.

5.5 The premium class for fully comprehensive insurance shall not be increased if the payout is limited exclusively to the difference between the current value and the enhanced current value.

5.6 The premium rate shall be rectified in the event that it was initially determined on the basis of false information.

### A 6 No-claims bonus protection for third party and fully comprehensive cover

If no-claims bonus protection was in place at the time the damage resulting in an increased premium class was caused, the premium class 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 class set forth in A 5 shall apply to further claims during the same observation period.

### A 7 What to do following an insured event

7.1 The company must be informed of any incidents involving damage as quickly as possible through the following contact details:

Claims Service CH/FL	<b>0800 22 33 44</b>
Branch	see policy
Email	contact@allianz-suisse.ch
Website	www.allianz-suisse.ch

In an emergency please contact the Assistance Unit:

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

7.2 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 company before the damage has been assessed.

7.3 All information relating to the insured event along with all facts that may be relevant for establishing the circumstances of the damage must be reported correctly, promptly, voluntarily and in full. This also applies to statements made to the police, the authorities, experts and physicians. If the policyholder fails to fulfil these obligations, the company may refuse to pay.

The company is entitled to request written notification of the loss. The individual entitled to claim shall furnish proof of the occurrence and level of the damage. The company shall be entitled to carry out any inquiries and to obtain any information required in order to ascertain the damage. Any documentation required shall be handed over to the company.

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

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

7.6 If any statutory or contractual requirements or obligations, including also the statutory duty to minimise damage, are negligently breached during the term of the contract, the company may curtail or refuse to pay compensation.

### A 8 Surrender of number plate

The policy shall be suspended as specified below in the event that the number plate is surrendered.

8.1 If fully comprehensive insurance is in place at the time of surrender, this shall remain valid on non-public roads and 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, with the exception of premium rebate insurance, for which a premium shall also be payable.

8.2 If no fully comprehensive insurance is in place, the contract shall be suspended upon surrender of the number plates and cover shall expire.

8.3 Third party liability and accident insurance shall under all circumstances remain valid on non-public roads for a period of 6 months after surrender without any requirement to pay premiums.

8.4 In the event that full-year insurance has been agreed to, the contract cannot be suspended and no pro rata reimbursement of the premium may be made.

8.5 If a vehicle that is registered under a multi-vehicle number plate is temporarily removed from circulation, the provisions set forth in A 8.1 to A 8.3 shall apply to the vehicle removed from circulation.

### A 9 Replacement vehicle

In the event of the approval of a replacement vehicle [for the same number plate] by the competent authorities instead of the insured vehicle, insurance cover shall transfer to the replacement vehicle. If fully comprehensive insurance is in place for the vehicle insured under this policy, the vehicle replaced shall remain insured on a fully comprehensive basis in accordance with G 3.3 to G 3.12.

### A 10 Multiple-vehicle number plate

The vehicle without a number plate shall only be insured on non-public roads. If more than one vehicle is used at the same time on public roads, any duty to pay compensation shall lapse.

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**A 11 Time when compensation due**

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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, registered keeper, driver or individual entitled to claim in relation to the insured event.

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**A 12 Consequences of default**

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In the event that the policyholder fails to comply with his duty to pay, he shall be sent a reminder to make the payment and shall bear any costs relating to the reminder and pay default interest. He shall also be charged the costs arising for the company as a result of the withdrawal of the number plate.

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**A 13 Jurisdiction**

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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 company or at the location of his 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.

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**A 14 Notices**

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Any notices to the company may be sent either to the competent branch or to the head office. Notices to the policyholder shall be deemed to have been validly made at the last known address. The company must be informed of any changes of address.

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**A 15 Statutory basis**

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The provisions of the Swiss Federal Act on Insurance Policies (IPA) shall apply in addition. 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.