

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

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## H Accident Insurance

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## Scope of the insurance

### H 1 Insured vehicles and persons

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

### H 2 Insured accidents

Accidents during operation of the vehicle and when moving onto, off, into or out of the vehicle, during handling of the vehicle whilst in motion and when providing assistance in relation to road traffic are insured.

### H 3 Definition of accident

Any damage to health suffered by the policyholder involuntarily as a result of a violent external event to which he is subject.

### H 4 Daily benefits

- 4.1 In the event of incapacity for work, the company shall pay the daily benefits agreed for each accident for the duration of medical treatment and stays in health resorts falling under H 5.2. Payment shall be made for a maximum of 5 years. Daily benefits shall be disbursed in proportion with the degree of incapacity for work, including for Sundays and public holidays.
- 4.2 Payments shall commence upon certification of incapacity for work by a physician, or if later 3 days prior to the start of medical treatment. No compensation shall be paid for the day of the accident and the waiting period. The waiting period shall commence on the day on which certification of incapacity for work is issued by a physician, or if later 3 days prior to the start of medical treatment.
- 4.3 Payment shall end at the time the disability percentage is ascertained, or if earlier at the time the disability lump-sum is paid out.
- 4.4 Persons under the age of 16 shall not receive any daily benefits.

### H 5 Medical expenses

#### 5.1 Principle

Costs shall be covered for a maximum period of 5 years, calculated from the day of the accident. Compensation shall not be payable insofar as the costs are borne by accident insurance (AIA), health insurance (HinsA), federal invalidity insurance (Invl), federal military insurance (Mill) insurers or a supplementary insurer (according to the IPA).

#### 5.2 Medical treatment

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

### 5.3 Care at home, auxiliary equipment

- a) Expenses relating to care at home for services from qualified nurses prescribed by a physician. 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.
- b) 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, rental and maintenance of immovable property shall not be covered.
- c) 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 company shall reimburse the costs charged by the hospital up to a maximum of CHF 100 per day.
- d) Cosmetic operations required as a consequence of injury during an accident up to a maximum amount of CHF 10,000.

### 5.4 Damage to property

- a) 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.
- b) 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.

### 5.5 Travel, transportation and salvage costs

Costs for:

- a) necessary salvage and recovery;
- b) necessary transportation;
- c) search operations up to CHF 10,000;
- d) transfer of the body of a person fatally injured in an accident to his last place of residence (including costs of border formalities) up to CHF 15,000.

### H 6 Invalidity

- 6.1 If the accident results in permanent disability, the invalidity lump-sum shall be calculated on the basis of the disability percentage and the agreed insured amount.
- 6.2 The disability percentage shall be 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 (AIA/AIO).
- 6.3 An exacerbation of the consequences of an accident as a result of pre-existing bodily 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 had already been lost or was unusable in full or in part prior to the accident, the pre-existing disability percentage shall be deducted when determining the level of disability.

- 6.4 Psychological or nervous disorders shall only be compensated if caused by an insured event.
- 6.5 The disability percentage shall be established no later than 5 years after the accident. Disability compensation shall not be due whilst daily benefits are being paid.
- 6.6 With regard to any serious disfigurement to the human body caused by the accident (for example scars) for which no disability compensation is owed, the company shall pay 5% of the amount insured in the event of facial disfigurement and one half of that amount in relation to the disfigurement of another body part.

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#### **H 7 Death**

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- 7.1 If the accident results in the death of the policyholder, the company shall pay the agreed amount; any disability compensation previously paid out in respect of the same accident shall be deducted.
- 7.2 Compensation due in the event of the death of a young person under the age of 16 shall amount to CHF 10,000.

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### **Exclusions**

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#### **H 9 No insurance protection**

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

- 9.1 as a result of earthquakes in Switzerland or the Principality of Liechtenstein;
- 9.2 during military or official requisitioning;
- 9.3 as a result of armed conflict or civil war;
- 9.4 during riots; however, insurance protection shall remain in place if the policyholder demonstrably took all reasonable steps in order to avoid the accident;
- 9.5 for policyholders who have suffered the damage during the intentional personal commission of offences, misdemeanours or assaults or attempted offences, misdemeanours or assaults;
- 9.6 for 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;

- 7.3 The death benefit shall be paid out to the statutory heirs.
- 7.4 In the event of the death of a policyholder who was responsible for one or more underage dependants, the company shall double the insured amount payable. If there is also a spouse in addition to such persons, one half of the amount shall be payable to the spouse and one half to the underage persons.

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#### **H 8 Lump-sum for educational expenses**

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

- 9.7 by nuclear energy;
- 9.8 by therapeutic or investigative measures (e.g. operations, injections, irradiation);
- 9.9 by persons who have misappropriated the vehicle;
- 9.10 during travel with a driver who does not hold the driving licence prescribed by law or who is not accompanied as required by law.

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#### **H 10 Reduction of payout for vehicles carrying more than the number of permitted persons**

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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.

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### **Concluding provisions**

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#### **H 11 Relationship with third party liability insurance**

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