

General Terms and Conditions (GTC) for Combined Household Insurance

D Private liability

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D1 Insured persons

1.1 One-person insurance

The insurance covers the Policyholder. If the Policyholder marries, the insurance policy is automatically converted to a multi-person policy. The date of marriage must therefore be reported to the Company. The premium for multi-person insurance is only payable from the next premium due date after the date of marriage.

1.2 Multi-person insurance

The insurance covers:

- _ the Policyholder
- and
- _ all persons living in the same household as the Policyholder,

plus the following individuals, who do not have to live in the same household as the Policyholder:

- _ the Policyholder's spouse
- _ his/her minor children
- _ his/her unmarried, major children who are not in employment

1.3 The land owner, if the insured person is only the owner of the building in accordance with Article D3.9 but not of the land (building permit).

1.4 Other persons as head of a family for losses caused by insured, minor children and minor household members who are staying with them free of charge on a temporary basis.

1.5 Other persons as keepers of animals belonging to an insured person which are placed in their custody on a temporary, non-commercial basis.

1.6 The Policyholder's private staff for losses which occur in the course of their activities under their employment contract. Recourse claims from third parties for payments they have made to injured parties are excluded.

D2 Scope of insurance

2.1 Insurance cover

Private liability insurance protects the assets of the insured persons as private individuals against statutory liability claims from third parties. The Company pays justified claims and represents the insured persons in dealings with the injured parties. It defends the insured persons against unjustified claims and helps them to reduce excessively high demands.

2.2 Insured losses

The insurance covers claims brought against the insured persons on the basis of statutory liability provisions in relation to

- _ personal injury, i.e. death, injury or other damage to the health of individuals
- _ property damage, i.e. destruction, damage or loss of property; death, injury or loss of animals

2.3 Indemnity

The Company's indemnity, including all ancillary indemnity such as interest, lawyer's fees, court costs and loss prevention costs, etc., is limited per event by the sum insured defined in the contract at the time of the loss. If multiple losses are attributable to the same cause, they shall be regarded as a single loss event, even if multiple individuals and/or items of property were injured/damaged.

2.4 Waiver of goodwill deduction

If an insured person becomes partly liable despite engaging in an act of goodwill, the Company will refrain from applying a goodwill deduction vis-à-vis the injured party up to a loss amount of CHF 5,000.

D3 Insured capacities and risks

3.1 Private individual

The insurance covers the insured person's liability for activities in his/her day-to-day life.

3.2 Head of a family

The insurance covers liability as the head of a family.

3.3 Persons without legal capacity

At the Policyholder's request, the Company will pay losses caused by insured children living in the Policyholder's household and household members without legal capacity – even if the head of the family did not breach his/her supervisory obligation and therefore is not liable – up to a maximum of CHF 200,000 and to the same extent as would be the case for a person with legal capacity. However, recourse claims from third parties for payments they have made to injured parties are excluded.

3.4 Housewife/house husband

Liability for activities performed by a housewife/house husband for his/her own household.

3.5 Private employer

For losses caused by private employees working in the Policyholder's household.

3.6 Secondary occupation

The insurance also covers liability in connection with self-employed secondary occupations, provided that the gross annual income does not exceed CHF 10,000.

The following are excluded from this cover:

- _ Claims by the customer or employer
- _ Damage to property taken custody of for use, processing, safekeeping, transportation or other reasons, or which has been rented or leased
- _ Damage to property which occurs during the performance or omission of an activity to or with said property
- _ By derogation from Article A1.1 (territorial scope) of the General Terms and Conditions for Combined Household Insurance, A Joint provisions for all lines, claims in respect of losses caused or occurring in the US or Canada
- _ Claims in connection with secondary self-employment in all extreme sports such as downhill mountain or city bike races, bungee jumping, canyoning or snow and river rafting; this list is not exhaustive.

3.7 Person responsible for entrusted property (damage to property in insured person's custody)

Damage to property which an insured person has taken custody of for use, safekeeping, transportation or other purposes or which he/she has rented. Unless agreed otherwise, the deductible is CHF 200 per event.

Unless agreed otherwise, the insurance does not cover claims for losses:

- _ to boats and surf boards (subject to Article D3.16)
- _ to motor vehicles and trailers (subject to Articles D3.18 and D4.6.1) and aircraft and their accessories
- _ to business keys or badges including consequential losses
- _ to horses, including loss or damage to riding equipment and carts

Claims relating to losses to the following items are generally excluded:

- _ property that is the subject of a hire-purchase or leasing agreement
- _ military and service material entrusted to the insured person
- _ valuables, money, securities, documents, plans and manuscripts

Recourse claims by third parties are not insured.

3.8 Tenant of buildings and premises

The insurance covers liability for losses to a residential property rented and occupied by insured persons, including holiday apartments and homes, and to the common fixtures and fittings installed.

Claims for losses to movables rented at the same time are only insured for hotel rooms and holiday apartments and homes.

Unless agreed otherwise, the deductible is CHF 200 per loss event. In the case of losses which have to be reimbursed to the landlord on handover of the apartment, the deductible is applied only once per room.

3.9 House and land ownership

The insurance covers liability as the owner of an owner-occupied single-family, two-family or three-family house used only for residential purposes, of a one-family holiday home and/or of a mobile home in a fixed location. This cover is only valid in Switzerland and the Principality of Liechtenstein. Liability as a condominium owner is excluded.

3.10 Undeveloped land

Ownership, rental and leasehold of undeveloped land plots in Switzerland and the Principality of Liechtenstein with an area of up to 10,000 m², including garden sheds and other facilities for the management of the same, are also insured.

3.11 Principal

The insurance covers liability as a principal, provided that the total construction sum does not exceed CHF 100,000. The insurance is restricted to statutory liability where the insured persons are acting in the capacities defined in Articles D3.8 to D3.12.

3.12 Environmental damage

The insurance covers liability for personal injury and property damage to third parties caused by an individual, sudden and unforeseen event (e.g. heating oil leak) and the associated loss prevention costs which the law states must be borne by the insured person.

The insured persons/the owners must ensure that the tank systems are maintained and operated according to professional standards. Renovations and similar work order by the authorities must be carried out immediately.

The following are excluded from the insurance cover:

- _ Claims for expenses incurred in identifying leaks and malfunctions and for emptying and refilling tanks and costs of repairing and altering the system (e.g. renovation costs)
- _ Claims in respect of damage that occurs gradually and was not caused by an individual, sudden and unforeseen event, as well as associated loss prevention costs

3.13 Sport and other leisure activities

The insurance covers liability arising from sporting and other leisure activities.

Without statutory liability, the insurance covers property damage of up to CHF 2,000 per event caused as a sports person during the sport or game.

Liability from hunting and liability for damage to horses including riding equipment and carts are only insured by special agreement.

3.14 Army, civil defence, fire service

The insurance covers the insured persons' liability during non-professional military, civil defence and fire service.

Damage to army, civil defence and fire service material is excluded from the insurance, however.

3.15 Pet owner

Ownership of dogs, cats, horses, goats and other common pets for non-commercial purposes, ownership of bees and liability arising from the ownership of aquariums are insured. Losses caused by wild and venomous animals are only insured by special agreement.

The following are also insured for a sum of up to CHF 2,000 per event:

- _ Losses caused by these animals without the owner or the person looking after the animal being liable
- _ Damage/injury caused by an insured person's pets to a person who is looking after them temporarily on a non-commercial basis, even if there is no statutory liability

3.16 Owner and user of boats and surf boards

The insurance only covers the liability of the owner and user of boats without motive power such as rowing boats, surf boards and sailing boats without a motor with a sail area no larger than 15 m², subject to Article D4.6. Losses to a boat (with the exception of rowing boats), surf boards and similar watercraft including accessories are not insured.

Losses to the boat caused by an insured person who is only present as a passenger are insured, however.

3.17 Owner and user of bicycles and mopeds

The insurance covers liability as the owner and/or user of bicycles and mopeds and motor vehicles which are equivalent to them in Switzerland for the purposes of liability and insurance. The insurance assumes the portion of the indemnity that exceeds the sum insured under the statutory insurance (supplementary insurance).

If no statutory insurance exists, the cover under this contract does not apply either, except for damage caused by children of pre-school age.

Insurance cover does apply to journeys which are permitted without compulsory insurance.

3.18 User of third-party motor vehicles with a weight of up to 3.5 tonnes and their trailers with European licence plates
The insurance covers claims against an insured person in his/her capacity as an occasional, irregular driver or user of European-registered third-party motor vehicles weighing up to 3.5 tonnes and their trailers.

Occasional, irregular use would be insured journeys of no more than once a week for a maximum of two months or uninterrupted use for no longer than one week, for example.

3.18.1 Third-party losses

a) Third-party losses caused by vehicles with Swiss or Liechtenstein licence plates are insured provided that they are not covered by the third-party liability insurance which must be taken out for the vehicle.

b) In the case of vehicles hired from professional and licensed providers in other European countries for up to one month, the difference between the local statutory plus the additionally provided liability cover and the minimum statutory insurance cover in Switzerland is covered (supplementary insurance).

3.18.2 Loss of no-claims bonus for liability insurance

The actual loss of the no-claims bonus is insured for motor vehicles with Swiss or Liechtenstein licence plates. The five years following the loss event are taken into account in the calculation of the additional premium, with the calculation being based on the basic premium, the premium level and the premium scale system in force at the time of the loss event. Compensation will not be paid if the Company reimburses the motor vehicle liability insurer for its claims expenses (less deductibles).

3.18.3 Accidental property damage to the vehicle and/or trailer being used, up to a maximum of CHF 100,000 per event

The insurance covers accidental property damage to these vehicles up to – prior to subtraction of the deduction – a maximum of CHF 100,000 per event.

If comprehensive insurance exists, only the deductible is insured. The actual loss of the no-claims bonus is also insured for motor vehicles with Swiss or Liechtenstein licence plates. The five years following the loss event are taken into account in the calculation of the additional premium, with the calculation being based on the basic premium, the premium level and the premium scale system in force at the time of the loss event. This compensation will not be paid if the Company reimburses the comprehensive insurer for its claims expenses.

All payments under Article D3.18.3 are aggregated up to a total of CHF 100,000 per event. From that, a deductible of 10% (minimum CHF 500, maximum CHF 5,000) is subtracted.

The insurance does not cover:

- a) Losses to vehicles owned by an insured person or the employer of an insured person
- b) Losses to motor vehicles being towed or pushed
- c) The costs of a hire or replacement vehicle

3.18.4 Exclusions

In addition to the exclusions set out in Article D4, the following are also excluded for claims under Article D3.18:

- a) Losses to and with vehicles belonging to a commercial hire firm (except as provided for in Article D3.18.1 b) or an operator from the automotive industry, or which are assumed by an operator from the automotive industry, irrespective of who was driving the vehicle at the time of the insured event
- b) Recourse claims under the insurance policies concluded for the vehicle and the assumption of a deduction for gross negligence
- c) The deductible under the third-party liability insurance covering the vehicle being used
- d) Claims for losses which occur when the vehicle is being used for journeys that are not permitted by law, by the authorities or by the owner
- e) Liability for journeys which an insured person conducts for consideration or in a professional capacity
- f) Claims for losses during participation in races, rallies or similar competitions, as well as during training drives and other journeys on racing or official training tracks

D4 Exclusions

No insurance cover is provided for:

4.1 Liability in connection with a professional activity or a commercial or agricultural operation, with the exception of the activities explicitly stated as being insured in the contract and secondary professional activities pursuant to Article D3.6

4.2 Claims relating to the insured persons or people living in the same household as them and property belonging to such persons, with the exception of claims by the head of a family in accordance with Article D1.4, an animal owner pursuant to Article D1.5 and personal injury suffered by children on holiday

4.3 Liability of the perpetrator for assaults or other crimes and offences committed with intent

4.4 Claims on the basis of contractually accepted liability in excess of the statutory requirements and due to the non-fulfilment of a statutory or contractual insurance obligation

4.5 Liability under Article 54 of the Swiss Code of Obligations (liability of a person lacking capacity on grounds of equity), except as defined in Article D3.3

4.6 Land vehicles, watercraft and aircraft

4.6.1 Liability as the owner, driver or active user of motor vehicles including go-karts and trailers towed by them (except as defined in Articles D3.17 and D3.18); the insurance does, however, cover claims against the insured person when he/she is using third-party motor vehicles in a purely passive capacity as a passenger, provided that they are not insured under the statutory third-party liability insurance for the vehicle

4.6.2 Liability as the holder, operator, pilot or user of boats and aircraft of any kind for which liability insurance or a guarantee of the ability to satisfy liability claims is compulsory or would be compulsory if they were registered in Switzerland

4.6.3 Losses to boats (except as defined in Article D3.16) and aircraft being used, including equipment and accessories

4.7 Claims relating to loss of or damage to data and programmes (software)

4.8 Claims for damage to and loss of business keys or other means of opening commercial locking systems such as badges, including consequential costs

4.9 Expenses incurred by the insured persons for removing and disposing of contamination found on land plots by order of the authorities, irrespective of the origin

4.10 Liability as principal for damage to third-party land plots and sites through demolition, excavation or construction work, except as provided for in Article D3.11

4.11 Wear and tear (e.g. to walls and ceilings, paintwork damage) and other damage which occurred gradually or could have been expected to occur with a high degree of probability

4.12 Expenses for preventing losses (loss prevention costs), except as provided for in Article D3.12

4.13 Liability for losses caused by the effects of ionising radiation and laser beams

4.14 Claims resulting from the transmission of contagious diseases of humans, animals and plants; claims in connection with genetic modification

4.15 Claims involving asbestos or materials containing asbestos

D5 Additional coverage

By special agreement only and where listed in the policy, the insurance also covers:

5.1 Liability as the owner of wild and venomous animals

The insurance covers the statutory liability of the insured persons as owners of the wild and venomous animals listed in the policy.

If an insured person culpably breaches obligations in relation to the ownership of wild and venomous animals imposed on him/her by official or statutory provisions, the insurance cover shall no longer apply unless the loss would also have occurred if the insured person had complied with said obligations.

5.2 Losses to hired/borrowed horses including riding equipment

The insurance covers the insured persons' liability for accidental losses

_ to horses hired, borrowed, temporarily looked after or ridden on behalf of someone else, excluding purchases on trial

_ to the associated riding equipment entrusted to the insured person

_ to carts entrusted to the insured person

Indemnity is limited to the sum insured per loss event agreed specially for this cover. The deductible per loss event is 10%, but not less than CHF 500.

If the horse becomes temporarily unusable, the agreed daily compensation is paid – on the basis of the share of liability – additionally and without the application of a deductible on a pro-rata basis for a maximum of 90 days.

5.3 Statutory liability from hunting

The insurance covers the liability of the persons named in the policy in Switzerland or worldwide, depending on the agreement reached, in their capacity as hunters, game wardens, leaseholders of a hunting ground, from the use of dogs during hunting and from participating in sport hunting events (e.g. target practice, tests of hunting dogs). The insurance also covers the liability of hunting stewards, beaters and other hunting assistants from their activities at the service of the insured person. Liability claims by these persons remain covered, however. Liability from hunting without a valid hunting permit and from breaches of legal or official requirements on hunting and wildlife protection and claims relating to damage by game and damage to farmland are excluded from the insurance.

5.4 Claims arising from the discharge of professional duties

By derogation from Article D4.1, the person named in the policy is insured when discharging the professional duties also named in the policy.

The following are excluded from this cover:

- _ Claims by the employer
- _ Damage to property taken custody of for use, processing, safekeeping, transportation or other reasons, or which has been rented or leased, in connection with the professional duties
- _ Damage to property which occurs in connection with the discharge of this profession during the performance or omission of an activity to or with said property
- _ By derogation from Article A1.1 (territorial scope) of the General Terms and Conditions for Combined Household Insurance, A Joint provisions for all lines, claims in respect of losses caused or occurring in the US or Canada
- _ Claims in connection with work as an instructor or accompanying person in all extreme sports such as downhill mountain or city bike races, bungee jumping, canyoning or snow and river rafting; this list is not exhaustive

5.5 Loss of entrusted business keys outside working hours

By partial derogation of Articles D3.7 and D4.8, the insurance does cover liability for the loss of business keys outside working hours, including the costs of necessary changes to or replacement of locks and the associated keys. Computer-controlled locking systems with the associated badges are deemed equivalent to conventional locks and keys. The deductible for damage to property in the insured person's custody applies.

5.6 Liability from the use of entrusted sports rowing boats

By derogation from Articles D3.7 and D3.16, the insurance covers the insured persons' liability for losses to third-party sports rowing boats which they have taken custody of in order to use them. Losses which occur during races or regattas are excluded from the insurance.

5.7 Liability as the owner of model aircraft

The insurance covers the liability of the insured persons in their capacity as owners of model aircraft for which liability insurance or a guarantee of the ability to satisfy liability claims is compulsory or would be compulsory if they were registered in Switzerland, up to a maximum total weight of 30 kg.

5.8 Liability as the owner or driver of go-karts

The insurance covers liability as the owner or driver of go-karts on tracks specially set up for these vehicles provided that no other liability cover exists (second loss). The insurance does not cover claims by persons working for the track, for losses to track equipment and the site of the track, and for losses arising from participation in motor sports events as defined in Article 72 of the Swiss Road Traffic Act (SVG). Recourse claims from third parties for payments they have made to injured parties are also excluded.

5.9 Hole-in-one

Payment of the consumption costs in the clubhouse incurred during celebrations to mark a hole-in-one by an insured person during an official golf tournament. The hole-in-one must have been witnessed by at least one person and the expenditure in the clubhouse must be confirmed by the tournament and club management. The maximum indemnity is CHF 3,000 per event.

5.10 Liability arising from the ownership, hire or lease holding of undeveloped land plots in Switzerland and the Principality of Liechtenstein with an area of more than 10,000 m².

The further provisions set out in Article D3.10 remain unchanged.

5.11 Waiver of reduction in indemnity in the event of gross negligence

The Company waives its right to reduce its indemnity in the event of gross negligence by the insured person in accordance with Article 14.2 of the Swiss Federal Law on Insurance Contracts (VVG).

The waiver of the reduction in indemnity does not apply:

_ If the insured event was caused under the influence of alcohol (blood alcohol content of 0.8 per mille or more, mean value), drugs or medication

_ If the theft of a third-party motor vehicle or trailer (see Article D3.18) is attributable to a grossly negligent act or omission (specifically, not locking the vehicle, leaving the key in the ignition, failure to activate an existing anti-theft system or immobiliser and the like)

_ If the insured event during the use of third-party motor vehicles or trailers (see Article D3.18) is fully or partly attributable to speeding and results in the involved person's driving licence being suspended as a warning (*Warnungsentzug*) for six months or more or for an indefinite period as a safeguard (*Sicherungsentzug*), irrespective of whether there are other material reasons for the driving licence suspension than speeding.

D6 Additional contractual bases

Except as otherwise provided herein, the following provisions of the General Terms and Conditions (GTC) for Combined Household Insurance underlying the contract shall apply:

a) A Joint provisions for all lines