



**ZURICH**

# Customer information according to the Swiss Law on Insurance Contracts (VVG) and General Conditions of Insurance (GCI) for Motor Vehicles

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# Customer information according to the Swiss Law on Insurance Contracts (VVG)

Edition 02/2006

The following customer information shows a clear and summarized overview of the identity of the insurer and the material content of the insurance contract (Art. 3 of the Federal Law on Insurance Contracts, VVG). The rights and obligations of the contracting parties arise from the proposal / offer, the policy itself, the contractual conditions and the applicable laws, especially the VVG.

After acceptance of the proposal / offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal / offer.

## **Who is the insurer?**

The insurer is Zurich Insurance Company, hereinafter referred to as Zurich, with registered office at Mythenquai 2, 8002 Zurich. Zurich is a public limited company under Swiss law.

## **Which risks are insured and what is the scope of the insurance cover?**

The insured risks and the scope of the insurance cover are determined by the proposal / offer or the policy and by the contractual conditions.

## **What is the premium amount?**

The premium amount depends on the respective insured risks and the designated level of cover. A fee may be charged for payment in instalments. All information on the premium and any applicable fees are included in the proposal / offer or in the policy itself.

## **Under what circumstances is the premium refunded?**

If the premium has been paid in advance for a specific period of insurance and the contract is cancelled before the end of the period, Zurich will refund the premium in respect of the unexpired period of insurance.

The premium remains payable in full to Zurich if:

- the insurance benefit was provided on the basis of the cessation of risk;
- the insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the year after the contract was concluded.

## **Which other obligations does the policyholder have?**

- **Changes in risk:** If an important fact changes during the term of the policy, resulting in a material increase in risk, it must be notified to Zurich in writing without delay.
- **Ascertainment of the facts:** The Policyholder must provide assistance for investigations relating to the insurance contract, e.g. breaches of the duty of disclosure, increases in risk, checking benefits, etc. and provide Zurich with all pertinent information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is also entitled to carry out its own investigations.
- **Insured event:** The insured event must be reported to Zurich without delay.

This list only contains the most common obligations. The contractual conditions and the VVG contain further obligations.

## **When does the insurance cover begin?**

The insurance cover begins on the day stated in the proposal / offer or in the policy itself. If an insurance certificate or temporary cover note have been issued, Zurich will provide the insurance cover described in the guaranteed written temporary cover note in accordance with applicable law until the issuance of the policy.

### **When does the insurance cover end?**

The Policyholder can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by Zurich at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, at the latest 14 days after notification that Zurich has paid;
- if Zurich changes the premium. In this case the notice of termination must reach Zurich no later than the last day of the insurance year;
- if Zurich breaches the statutory information obligations pursuant to Art. 3 VVG. The right of termination lapses four weeks after the insured has received notification of this breach, but at the latest one year after the breach.

Zurich can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by the Policyholder at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, on condition that notice of termination is given at the latest at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich can cancel the contract:

- if the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- if the Policyholder does not fulfil his/her obligation to assist with the ascertainment of the facts. Zurich is entitled to cancel the insurance contract retrospectively within two weeks after the expiry of a four-week time extension agreed in writing;
- in the event of insurance fraud.

This list only contains the most common possible reasons for termination. The contractual conditions and the VVG contain other possible reasons.

### **How does Zurich handle data?**

Zurich processes data disclosed on the policy documentation or during the course of issuing the policy, and uses them mainly for the purpose of setting premiums, providing information on risk, processing claims, making statistical evaluations and marketing purposes. The data are stored in hard copy form or electronically. Zurich shall be entitled to transfer any data that may be required for processing purposes to any third parties in Switzerland or abroad who are involved in issuing the policy, including but not limited to coinsurance and reinsurance companies, and to subsidiaries of Zurich Financial Services (ZFS) located within or outside Switzerland. On suspicion of an offence involving property or documents, or in the event that Zurich cancels the contract by reason of fraudulent information or evidence supporting the claim (Art. 40 VVG), a report may be filed with the Swiss Insurance Association (SIA) for inclusion in the centralized information system. Zurich shall also be entitled to procure pertinent information from government offices and third parties, in particular information with respect to events leading up to the loss or damage. This consent shall be valid regardless of whether the contract is concluded. The Policyholder has the right to request that Zurich provide information envisaged under legislation in respect of the processing of data pertaining to him/her.

If you require help or advice quickly, our freephone number 0800 80 80 80 is available to you around the clock. If you are phoning from abroad, dial the relevant international network access code, then 41 (for Switzerland) followed by the number 44 628 98 98.

The wording of the German original shall take precedence.

To ensure optimum service, we record all customer service centre calls.



**Had an accident?  
Let us know right away!  
Phone: 0800 80 80 80**

# General Conditions of Insurance (GCI) for Motor Vehicles

Edition 01/2006

## Common provisions

Edition 01/2006

### Article 1

**Where are the basis of the contract, rights and obligations specified?**

#### 1.1

The Insurance shall be based on the declarations which you, as policyholder (applicant), make in the application form.

#### 1.2

The rights and obligations of the contracting parties shall be laid down in the policy, the general conditions of insurance and in any special conditions applicable.

### Article 2

**What insurance does the contract cover?**

The insurance of the vehicle described in the policy shall cover:



Third party liability insurance or third party liability insurance PLUS



Accidental (physical) damage insurance



Passengers' personal accident insurance and accident insurance of helpers at accidents and breakdowns

The insurance coverages you have taken out are listed in the policy.

### Article 3

**What period does the insurance cover?**

The insurance shall take effect on the day specified in the policy. If a certificate of insurance has been issued, Zurich shall provide provisional insurance coverage for liability claims until issuance of the policy, in accordance with the legal minimum guarantee amount.

Zurich shall, however, have the right to reject the application up to the time of delivery of the policy. If it avails itself of this right, then its obligation to pay shall be canceled 3 days after notification of refusal is served on you. Zurich shall be owed the pro rata premium up to the date of expiry of the obligation to pay.

The insurance shall apply to losses which are caused within the contract term. Irrespective of the term of the contract, you can request that your collision accidental (physical) damage insurance (Article 202.1) be excluded with effect from the beginning of the next year of insurance.

If notice of termination of the contract is not served at least 3 months before it expires, then it shall be tacitly renewed for one year. Notice of termination shall be deemed to have been served in good time if it reaches Zurich or you, at the latest, on the last day before commencement of the three month period.

### Article 4

**Where does the insurance apply?**



The insurance shall be valid in respect of accidents occurring in Switzerland and the Principality of

Liechtenstein, the European states listed in the "Green Card" (international insurance card for motor vehicles, including the entire area of the former Socialist Federal Republic of Yugoslavia), as well as in the countries bordering on the Mediterranean Sea and in Mediterranean island states. In the event of transport across the open sea, the coverage shall not cease if the points of departure and destination are located within the geographical limits.

The insurance shall lapse if the owner gives up his/her residence or legal domicile in Switzerland and takes up residence in another country (with the exception of the Principality of Liechtenstein), such lapse to take effect not later than at the end of the year of insurance in which such a change takes place, or as soon as the insured vehicle is registered abroad. If you request a prior cancellation, then Zurich shall comply with such a request upon receipt of an appropriate notification, effective at the earliest, however, at the time the Swiss or Liechtenstein license (number) plates are deposited with the Road Traffic Authority.

### Article 5

**What changes in risk have to be notified?**

If in the course of the insurance a change occurs to an important fact stated in the application form, and if such change results in a material

increase in risk, you must notify Zurich forthwith in writing of such a change. The insurance shall then also extend to such an increase in risk, unless Zurich cancels the contract within 14 days from receipt of the notice.

If you fail to notify Zurich of the increase in risk, then Zurich shall no longer be bound by the contract.

If a decrease in risk occurs, Zurich shall reduce the premium accordingly with effect from the following year of insurance.

#### **Article 6** **What are the rules with respect to premium payments?**

The first premium shall fall due when the certificate of insurance is handed over or, if no coverage is afforded for third party liability, when the policy is handed over.

The contracting parties shall waive the right to call in balances arising from premium invoices which are less than CHF 5.–.

If payment of the premium by installments was agreed upon, the corresponding fee shall be payable; payment of the remaining installments shall be deemed to be deferred. The fee for premium payment by installments does not form part of the basic premium. Paragraph 5 below is thus not applicable to any change in this fee. Zurich is entitled to adjust this fee with effect from the main premium payment date. You then have the right to change your method of payment as you wish. To be deemed valid, notification to this effect must be received by Zurich at the latest on the date when the corresponding premium is due.

Basic premiums shall be based on the rating characteristics appearing in your policy under the driver and vehicle details. If any of these characteristics changes, you must notify Zurich in writing without delay. Zurich shall have the right to adjust your contract accordingly with effect from the following year of insurance.

If the basic premiums increase (except as a result of changes to the characteristics mentioned in the previous paragraph) or if the premium scale or the deductible rules of the tariff change, Zurich may require adjustment of the contract with effect from the following year of insurance. To this end, it must notify you of the new contractual provisions at the latest 25 days before expiry of the year of insurance. You shall then have the right to cancel the contract either with respect to that part affected by the change or in its entirety at the end of the current year of insurance. In order to be valid, the notice of termination must be received by Zurich at the latest on the last day of the year of insurance. If you fail to serve notice of cancellation, you shall be deemed to have consented to the adjustment to the contract.

Explanation of term: The **basic premium** is the premium amount stated in the policy under this heading.

#### **Article 7** **When do you have the right to claim a premium refund?**

If the premium has already been paid in advance for a specific period of insurance, and the contract is canceled prior to the expiration of the said period, Zurich shall refund you the premium in respect of the unexpired period of insurance and forgo any outstanding installments. Zurich reserves the right to offset such refunds against other claims under this contract.

This provision shall not apply if

- the contract is terminated due to the fact that the risk no longer exists (total loss),
- you cancel the contract in the event of partial loss within one year of the contract being concluded.

#### **Article 8** **How can the contract be canceled in the event of a claim?**

Following each claim for which an indemnity is payable, Zurich shall be entitled to cancel the contract not later than upon payment of the indemnity,

and you shall be entitled to cancel it not later than 14 days after obtaining knowledge of such a payment.

If Zurich elects to cancel, coverage shall cease, as far as the insured is concerned, 14 days after receipt of the notice of cancellation by you.

If you elect to cancel, coverage shall cease upon receipt of the notice of cancellation by Zurich.

#### **Article 9** **How are vehicles with interchangeable license plates insured?**

If the insurance was taken out in respect of vehicles being used with interchangeable license plates, the insurance shall be valid:

9.1  
in full, for the vehicle fitted as prescribed with the interchangeable license plates;

9.2  
for other vehicles not fitted with these plates, only insofar as the accident does not occur on a public road.

9.3  
If the vehicles are used simultaneously on public roads and if in such event an accident occurs for which Zurich has to pay an indemnity under the third party liability insurance, it shall have a right of recovery against you and the insured. No coverage shall exist in respect of any other damage.

#### **Article 10** **How are replacement (substitute) vehicles insured?**

If, with the consent of the competent authority, the owner uses, instead of the insured vehicle, a replacement (substitute) vehicle of the same category, fitted with the license plates of the insured vehicle, the third party liability and accident insurance shall apply exclusively to the replacement (substitute) vehicle. The accidental (physical) damage insurance shall apply to a replacement (substitute) vehicle of equivalent value and shall

remain in force for the replaced vehicle with the exception of collision damage (Article. 202.1).

If official authorization for use of the replacement (substitute) vehicle has not been obtained, then Zurich shall not be liable to pay indemnity to the insured.

If the replaced vehicle is being used again with its own license plates or if the owner ceases to use the replacement (substitute) vehicle, the insurance of the replacement (substitute) vehicle shall be canceled.

#### **Article 11** **What happens when license plates are deposited?**

If the license plates are deposited with the competent authority on account of the insured vehicle not being used, the insurance shall be suspended, subject to the exceptions mentioned in the following paragraph, until the license plates are redeemed for the insured vehicle.

During the suspension, but for a maximum period of 6 months from the deposit of the license plates, the liability and accidental (physical) damage insurance shall continue to be in force, its scope remaining unchanged (suspension risk); collision and third party liability losses shall however only be covered insofar as the accidents did not occur on public roads. Collisions with animals shall not, generally speaking, be covered during the suspension period.

Provided the deposit of the license plates continues for at least 14 consecutive days, Zurich shall, upon reinstatement of the insurance, allow you a suspension discount on the premium for the third party liability insurance, the collision accidental (physical) damage, the animal damage and the accident insurance, which shall be calculated on a pro rata temporis basis. A suspension fee shall be deducted.

#### **Article 12** **What are the consequences of conduct contrary to the terms of the contract?**

In the event of a violation of the obligations incumbent on you or other insured parties (e.g. Articles 109, 208, 314), Zurich shall no longer be obliged to pay any indemnity. This disadvantage shall not arise if, in the circumstances, the violation is to be regarded as not being anyone's fault. Missed premium payment due to incapacity to pay on the part of the premium payer shall not be included in the above provision.

#### **Article 13** **Can insured indemnities be assigned?**

Without the express consent of Zurich, the rights to the insured indemnities may not be assigned or pledged before they have been finally fixed.

#### **Article 14** **Where should notices to Zurich be sent?**

All notices should be forwarded to the agent named on the last policy or premium invoice, or else to the Generaldirektion Schweiz (= Swiss Head Office of Zurich Insurance Company), P.O. Box, 8085 Zurich.

Zurich's toll-free number, 0800 80 80 80, is available to you for telephone messages.

#### **Article 15** **What court may be called upon in the event of any disputes?**

The obligations under this insurance are to be performed in Switzerland and in Swiss currency.

In the event of disputes arising from this contract, the policyholder or the claimant may select as the place of jurisdiction either:

- Zurich as the head office of Zurich;

- the location of the Zurich branch which has a practical connection to this contract;
- the place of domicile or the head office of the policyholder or claimant in Switzerland or the Principality of Liechtenstein, but not in any other foreign country.

#### **Article 16** **What law applies in addition to these conditions?**

In addition, the provisions of the Swiss Federal Law on Insurance contracts shall apply and, with respect to the third party liability insurance, the provisions of the road traffic legislation shall be applicable.

#### **Article 17** **What obligations apply to ascertaining the facts?**

The person who is subject to the duty of disclosure must provide assistance for investigations relating to the insurance contract, such as breaches to the duty of disclosure, increases in risk, checking benefits, etc., and provide Zurich with all pertinent information and documentation or to obtain such information from third parties for submission to Zurich, and to authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is entitled to carry out its own investigations. If the person subject to the duty of disclosure does not comply with this requirement, Zurich is entitled to withdraw from the insurance contract retroactively within two weeks of the expiry of a four-week extension period to be notified in writing. If, under group insurance, this requirement applies solely to a part of the insured objects or persons, the withdrawal shall apply only to such objects or persons. The same obligations shall apply to the policyholder, insured parties and claimants as to the person subject to the duty of disclosure, and to their representatives, provided that such persons are not the same as the person subject to the duty of disclosure.

## Article 18 Brokers' commission

If a third party such as a broker represents the interests of the policyholder when concluding or administering this insurance contract, it is possible that Zurich may pay this third party commission in return for his or her activities on the basis of an agreement. If the policyholder wishes to receive further information about this, he/she should contact the third party.



## Third party liability insurance

or Third Party Liability Insurance PLUS

Edition 01/2006

### Article 101 What does the insurance protection cover?

Zurich shall provide insurance coverage for civil law claims which are made against the insured persons by virtue of statutory provisions concerning liability in respect of

101.1 death of or injury to persons (bodily injury),

101.2 destruction of or damage to property (property damage).

101.3 The insurance covers bodily injury and property damage caused

- by the use of the motor vehicle described in the policy and the trailers pulled or vehicles towed by the said motor vehicle,
- in the course of a road (traffic) accident caused by these vehicles when they are not in use,
- as a result of assistance given after accidents in which these vehicles were involved.

The liability of insured persons in respect of unhitched trailers within the meaning of Article 2 of the Swiss Road Traffic Insurance Ordinance shall also be covered.

Zurich shall further provide insurance coverage for civil law claims made against the insured persons, arising out of accidents when alighting from or getting into the vehicle, when opening or closing the doors, hood, sunroof or trunk as well as when hitching up or unhitching a trailer or towed vehicle.

If, because of an unforeseen event, the occurrence of an insured loss is immediately imminent, the coverage shall also include those costs which the insured person incurs in taking appropriate measures to prevent this danger (loss prevention costs).



101.4

If coverage is agreed for gross negligence, Zurich shall waive its right of recovery due to it from you or the insured parties under Article 65 paragraph 3 of the Swiss Road Traffic Act (SVG) on grounds of having caused the insured event through gross negligence as defined in Article 14 paragraphs 2 and 3 of the Swiss Federal Law on Insurance Contracts (VVG), with the exception of cases in which the driver caused the accident while under the influence of alcohol of drugs or due to misuse of medication, and cases where the accident was caused with intent or with indirect intent.

### Article 102 Which persons are insured?

The owner and the persons for whom he/she is responsible according to road traffic legislation shall be insured within the meaning of Article 101.

### Article 103 For what claims does Zurich provide indemnity?

The insurance shall cover the satisfaction of justified claims and the repudiation of unjustified claims.

The indemnities payable by Zurich shall be limited to the insured sums stipulated in the policy, including any interest on the loss or damage, lawyers' fees and court costs without prejudice to the claimant's rights.

### Article 104 For which losses do lower maximum indemnities apply?

Provided the maximum indemnity payable by Zurich is fixed in the contract at more than CHF 5 million, the amount of the indemnity payable

by Zurich for any bodily injury and property damage caused by fire, explosion or nuclear energy – subject to Art. 106.4 – as well as for the cost of loss prevention measures, shall be limited to a total of CHF 5 million per loss event, including any interest on the loss or damage, lawyers' fees and court costs without prejudice to the claimant's rights.

If a higher level of coverage is prescribed by Swiss road traffic legislation, such higher coverage shall apply and shall also be deemed to be the maximum indemnity payable by Zurich as described above.

#### **Article 105** **What deductibles apply?**

The deductible set down in the policy shall apply for each loss for which Zurich is required to pay indemnity. It shall be payable by you.

##### 105.1

The deductible agreed for **young drivers** shall apply if the driver of the vehicle is under 25 years of age at the time of the accident.

If it has been declared in the application that no driver under the age of 25 will be driving the vehicle, and the driver is nevertheless under 25 years of age at the time of the accident, then the deductible agreed in the policy for young drivers under the age of 25 shall be increased by CHF 500.–.

##### 105.2

The deductible agreed for **other drivers** shall apply if the driver of the vehicle was over 25 years of age at the time of the accident.

##### 105.3

If a deductible to be borne by you was agreed upon and Zurich effected a direct settlement of the third party claim, then, notwithstanding Article 105.4 below, you shall refund to Zurich at the latter's first request the indemnity paid by it up to the amount of the deductible agreed upon, irrespective of who was driving the vehicle at the time of the accident. If you do not pay, as you are obliged to do, within 4 weeks

of notification by Zurich, you shall be requested in writing, being reminded at the same time of the consequences of a default, to make payment within 14 days of dispatch of the reminder. If the reminder is ineffective, the insurance shall cease in its entirety on expiration of the reminder period. Moreover, Zurich's right to demand payment of the deductible and the costs for demanding payment of the deductible, as well as enforcing any other indemnity claim, shall not be affected hereby.

##### 105.4

No deductible shall have to be borne if the indemnity was payable although no insured person was in any way to blame (strict liability), or for claims

- in the case of joyrides, if the owner is in no way to blame for the theft of the vehicle,
- during driving lessons given by an officially recognized driving instructor,
- during an official driving test.

#### **Article 106**

##### **In which instances does no insurance coverage apply?**

The insurance shall not apply, subject to the final paragraph hereunder, to:

##### 106.1

Claims in respect of property damage made by the owner, his/her spouse, his/her relatives in the ascending and descending lines, as well as his/her brothers and sisters residing in a common household with the owner;

##### 106.2

Claims in respect of loss of or damage to the insured vehicle, trailer, as well as loss of or damage to other items attached to or conveyed in these vehicles, with the exception of items which the injured party has with him/her, in particular luggage and similar effects;

##### 106.3

Claims made by injured parties, arising out of accidents which occur in the course of motor races, rallies and similar

competitions, as well as any driving on a racetrack. However, in the case of sporting events of such a nature in Switzerland and the Principality of Liechtenstein, claims by third parties within the meaning of Article 72, paragraph 4 of the Swiss Road Traffic Act shall only be excluded if the insurance prescribed by law was effected in respect of the sporting event in question;

##### 106.4

Claims arising out of damages for which liability is subject to the legislation on nuclear energy;

##### 106.5

The liability of any driver of the vehicle who is not in possession of the driver's license required by law, as well as of any driver in possession of a learner's license, who drives without being accompanied as prescribed by law; furthermore, the liability of persons who entrust the insured vehicle to such a driver although they know or could have known, had they conscientiously taken care, that he/she is not in possession of the required license or that he/she is driving without being accompanied as required by law;

##### 106.6

In the case of joyrides: the liability of persons who have taken the insured vehicle for their own use without permission and the liability of any driver who, at the start of the trip, knew or could have known, had he/she taken care in a conscientious manner, that the vehicle had been taken for the said purpose without permission;

##### 106.7

The liability arising out of any trip not officially allowed and the liability of persons who have used the vehicle entrusted to them for trips which they were not authorized to make;

##### 106.8

Subject to mutual agreement, the liability arising out of the conveyance of dangerous loads within the meaning of the Swiss Road Traffic Act, as well as the liability arising out of the use of the vehicle for the professional con-

veyance of persons or the professional hiring out to self-drivers. Any such conveyance or hiring out shall be deemed to be professional if an official license is required for such use.

The restrictions under Articles 106.5 to 106.8 above cannot be cited in rebuttals to the injured party unless the legal provisions permit such restrictions.

**Article 107**  
**When can Zurich effect recovery?**

Zurich shall have, up to the amount of its indemnities, including lawyers' fees and court costs paid by it, a right of recovery against you and the insured parties, insofar as it is entitled under this contract, the Swiss Road Traffic Act or the Swiss Federal Law on Insurance Contracts to refuse or reduce its indemnities, for example, on account of the restrictions to the scope of insurance according to the preceding Articles 106.5 – 106.8, simultaneous use in public traffic of vehicles insured with interchangeable license plates, use of the replacement (substitute) vehicle against the law or contrary to the terms of the contract, conduct contrary to the terms of the contract in the event of a claim or in the event that the accident is caused by gross negligence.



If coverage is agreed for gross negligence, Zurich shall waive its right of recovery due to it from you or the insured parties under Article 65 paragraph 3 of the Swiss Road Traffic Act (SVG) on grounds of having caused the insured event through gross negligence as defined in Article 14 paragraphs 2 and 3 of the Swiss Federal Law on Insurance Contracts (VVG), with the exception of cases in which the driver caused the accident while under the influence of alcohol of drugs or due to misuse of medication, and cases where the accident was caused with intent or with indirect intent.

Zurich may also effect recovery against you or the insured parties if, by virtue of the "Green Card" (international

motor insurance card) or another international agreement taking its place, and of foreign compulsory insurance laws, it still has to pay indemnities after the expiry of the insurance.

**Article 108**  
**What effect does the loss experience have on premiums?**

The third party liability insurance falls under system K, or if third party liability insurance PLUS is agreed, under system L (see table below) or system Z.

Premium rate	% of the basic premium	
	System K	System L
1	30	30
2	35	30
3	40	30
4	45	30
5	50	30
6	55	30
7	60	30
8	65	30
9	70	30
10	75	35
11	80	35
12	90	40
13	100	40
14	110	45
15	120	45
16	130	50
17	140	50
18	150	–

System Z: The premium shall always amount to 100% irrespective of loss experience.

The system applicable, the basic premium and the premium scale applicable at the inception of the insurance shall be stated in the policy. For the following years of insurance, as far as system K and system L are concerned, the premium shall be fixed according to loss experience, whereas in the case of system Z, the premium does not depend thereon. The following provisions shall not therefore apply to system Z.

If during a period of observation (which covers 12 months and expires 3 months before the annual premium

falls due), during which time the insurance was in force, no claim occurred in respect of which Zurich was liable to pay an indemnity or set aside a reserve (Zurich's own expenses not being taken into account), the premium for the following year of insurance shall be calculated in accordance with the rate immediately lower in the premium scale, unless you have already reached the lowest rate in the scale. If the insurance comes into force less than 6 months prior to the expiry of the current period of observation, the premium rate for the next year of insurance shall remain unchanged.

On the other hand, each claim resulting in an indemnity or a reserve shall entail an upward adjustment by 4 premium rates in the scale in the following year of insurance, in the case of system K no higher than premium rate 18, and in the case of system L no higher than premium rate 17.

If a claim proves to have no consequences, it shall be deemed not to have occurred and the premium rate shall be adjusted accordingly.

Accidents which occur during the period from the date of the application to the inception of the insurance shall be taken into account by subsequent adjustment of the premium rate.

The following shall not be taken into account:

- claims, for which an indemnity was payable, although no insured person was in any way to blame (strict liability);
- claims in the case of joyrides, provided the owner is not to blame for the theft of the vehicle;
- claims for which you assume financial responsibility, provided you refund to Zurich the latter's outlays within 30 days of your having obtained knowledge of the settlement.

Where there is a change of owner, Zurich shall fix a new premium rate for the contract with effect from the date of the change, and likewise if

there is a change of vehicle, provided the new vehicle belongs to a category other than the vehicle insured prior to this change.

#### **Article 109**

##### **What precautions are to be taken in the event of an accident?**

The insured must notify the loss occurrence to Zurich immediately, if:

- its consequences may be likely to involve the insurance;
- liability claims are made against him/her in connection with this occurrence, whether judicially or extrajudicially, or if criminal proceedings are instituted against him/her or he/she is fined.

The claim notification may be sent in writing using the claim form or may be made by telephone. Zurich's toll-free number, 0800 80 80 80, is available to you for telephone claim and emergency notifications and for the arrangement of vehicle inspections.

Zurich shall have the right to require a written claim notification to be sent for loss events which have already been notified by telephone. Fatal accidents are to be notified to Zurich, stating your name and place of residence, the policy number, the name and place of residence of the injured party, the date of the accident and the place where the accident occurred (if necessary by telegram, telephone or fax), in sufficient time for Zurich, if necessary, to arrange for a postmortem at its own expense before the burial.

Zurich shall conduct negotiations with the claimant at its own discretion, either as the representative of the insured or in its own name. In the event of accidents in foreign countries, Zurich shall be entitled to entrust the authorities, competent by virtue of the "Green Card" or another international agreement in its stead, and by virtue of foreign compulsory insurance laws, with the handling of the third party claim. The settlement of the third party claim by Zurich shall, in all cases, be binding upon the insured parties.

The insured shall assist Zurich in ascertaining the facts and refrain from giving any opinion of their own on the claims of the third party (contractual fidelity). In particular, they shall neither admit liability claims nor make any payments to the injured party; furthermore, they shall leave the conduct of any civil lawsuit to Zurich.



## **Accidental (physical) damage insurance**

Edition 01/2006

#### **Article 201**

##### **What does the insurance protection cover?**

The insurance shall cover damage caused against your will and the will of the driver to the vehicle declared in the policy, as well as to spare parts, accessories and integral equipment fitted as standard. Accessories and devices which may also be used independently of the vehicle, such as telephones, walkie-talkies, etc. are not covered by the insurance. Trailers are only insured on the basis of a special agreement.

Sound, image and data carriers, such as audio or video cassettes, compact discs, etc., which may be used independently of the vehicle, shall also be excluded from the insurance.

Equipment and accessories which do not form part of the standard production equipment and which are purchased at extra charge shall also be insured – without any special stipulation – up to a maximum amount of 10% of the catalog price of the declared vehicle.

The insurance shall apply to damage to the vehicle while moving, while stationary or in the course of transport by sea or on land.

#### **Article 202**

##### **What events are insured?**

The following events shall only be insured provided they are individually listed in the policy.



202.1

##### **Loss or damage resulting from collision / Collision PLUS**

This shall include damage caused by sudden violent, external means, i.e. in particular damage caused by impact, collision, falling, sinking in, even if the damage is the consequence of damage

due to the operation of the vehicle, breakage or wear and tear; likewise, damage caused by willful or malicious acts of third parties.

Collision damage caused while the vehicle is being used for the professional conveyance of persons or the professional hiring out to self-drivers shall only be covered if this is specifically stated in the policy.

Any such conveyance or hiring out shall be deemed to be professional in nature if an official license is required for such use.



If coverage is agreed for gross negligence, Zurich shall waive its right to reduce its indemnity on the grounds of the insured event having been caused through gross negligence as defined in Article 14 paragraphs 2 and 3 of the Swiss Federal Law on Insurance Contracts (VVG), with the exception of cases in which the driver caused the accident while under the influence of alcohol or drugs or due to misuse of medication, and cases where the accident was caused with intent or with indirect intent.



**202.2  
Loss or damage resulting from theft**

This shall include loss, destruction of or damage to the vehicle as a result of actual theft, taking for one's own use without permission or robbery within the meaning of the rules of criminal law. This list is definitive. The insurance shall also cover damage caused to the vehicle in the course of an attempted theft or attempted taking for one's own use without permission or an attempted robbery. In the event of a loss, see Article 208.



**202.3  
Loss or damage caused by fire**

This shall include fire damage, irrespective of whether the cause is internal or external as well as damage caused by short circuit, explosion and lightning; damage to electronic and electrical instruments and components are, however, only insured if the

cause is not a result of an internal defect. Damage caused to the vehicle while the fire is being extinguished shall also be covered. Damage due to scorching is not insured, however. Fire damage shall only be covered during the first year of operation insofar as you cannot make any claims under the warranty from the vendor or supplier.



**202.4  
Loss or damage due to natural hazards**

This shall be deemed to be loss or damage as a direct consequence of rockslides, falling stones, falling ice, landslides, avalanches, snow pressure, snowslides, storm (= wind of a velocity of at least 75 kilometers per hour which uproots trees and blows the roofs off buildings in the vicinity of the vehicle declared in the policy), hail, high water and floods, all other loss or damage caused by natural hazards being excluded. Loss events caused by falling aircraft such as airplanes, spacecraft, rockets or parts thereof shall also be included in the coverage.



**202.5  
Breakage of glass**

This shall be understood to mean breakage of the windshield, side, roof or rear windows made of glass or other materials used as a glass substitute. This list is definitive.

There shall be no compensation under breakage of glass if the total repair costs (costs of windows and other repair) equal or exceed the actual cash value of the vehicle declared in the policy or if the damaged vehicle components cannot be replaced or repaired.



**202.6  
Super Accidental (Physical) Damage – Breakage of glass (applies only to Super**

**Accidental [Physical] Damage coverage)** This shall include breakage of vehicle components made of glass or materials used as a glass substitute.

No indemnity shall be paid under **Super Accidental (Physical) Damage** breakage of glass if the total repair

costs (costs of windows and other repair) equal or exceed the actual cash value of the vehicle declared in the policy or if the damaged vehicle components cannot be replaced or repaired.



**202.7  
Damage caused by animals**

This shall be understood to mean damage resulting from collision of the declared vehicle with animals on a public road. In the event of a loss, see Article 208. Evasive maneuvers are not insured.



**202.8  
Loss or damage caused by vandalism**

Such loss or damage shall be understood to mean the willful or malicious breaking off of antennas, rearview mirrors, windshield wipers or trim, puncturing tires and pouring damaging matter into the fuel tank. This list is definitive.



**202.9  
Damage caused by martens**

This shall be understood to mean damage to the vehicle declared in the policy caused by the gnawing of martens (including subsequent damage).



**202.10  
Loss or damage caused while parked**

This shall be understood to mean damage to the vehicle declared in the policy whilst it is parked, caused by unknown motor vehicles or bicycles. In the event of a loss, see Article 208.

In addition, damage caused by willful or malicious damage by third parties shall also be insured up to an amount of CHF 1 000.—. If **Super Accidental (Physical) Damage** insurance has been arranged, this limit shall not apply.



**202.11  
Loss or damage to travel effects**

This shall include the following damage:

- damage to or destruction of the personal requisites (travel effects) of

the passengers being conveyed in the vehicle declared in the policy, when loss or damage occurs to the vehicle in question;

- theft of the personal requisites (travel effects) of the passengers being conveyed in the vehicle declared in the policy, provided they were located in a completely locked vehicle at the time of the theft. In the event of a loss, see Article 208.

The following items shall not be insured: cash, credit cards, travel tickets and season tickets, securities, savings books, precious metals (in the form of stock, ingots or commercial goods), coins and medals, unset precious stones and pearls, items of jewelry, sound and image carriers (e.g. audio and video cassettes, records, compact discs), computer hardware and software, portable telephone and walkie-talkie equipment, radios and televisions, fax machines, commercial goods and items used for carrying out a trade or profession. Subjective values shall not be indemnified.

#### **Article 203**

##### **What losses are not covered?**

###### **203.1**

Loss or damage due to vehicle operation, breakage and wear and tear, in particular also breakage of springs caused by shocks sustained by the vehicle on the road or losses caused by the loaded goods (except after an event insured under loss or damage due to collision); damage due to lack of oil; damage due to lack of or freezing of the coolant; damage affecting exclusively the tires or the batteries;

###### **203.2**

Loss or damage caused while the vehicle is being driven by a driver who is not in possession of the driver's license required by law or a driver in possession of a learner's license, who drives without being accompanied as prescribed by law, provided you were aware of this infringement or could have been aware of it, had you taken care in a conscientious manner;

###### **203.3**

Loss or damage as a result of warlike events, violations of neutrality, revolution, rebellion, insurrection and the measures taken against them, as well as in the event of earthquakes, volcanic eruptions or changes in the structure of the atomic nucleus, insofar as you do not prove that the loss or damage is in no way connected with these events;

###### **203.4**

Loss or damage in the event of civil commotion (acts of violence against persons or objects at riotous assemblies, riots or disturbances) and the measures taken against them, unless you can satisfactorily show that you or the driver have taken reasonable precautions to prevent the damage;

###### **203.5**

Loss or damage which occurs while the vehicle is requisitioned by the authorities and while taking part in motor races, rallies and similar competitions, as well as any driving on racetracks. However, the insurance shall cover competitions involving navigational, cross-country and technical driving skills;

###### **203.6**

Depreciation in value, reduced power or serviceability of the vehicle as well as loss of use.

#### **Article 204**

##### **What does Zurich pay in the event of a loss?**

###### **204.1**

**Indemnities in the event of damage to the insured vehicle or the insured item**  
Zurich shall pay the cost of the repairs as well as the cost of recovering and towing the vehicle to the nearest garage where the necessary repairs can be carried out.

If lack of maintenance, wear and tear or pre-existing damage have raised the cost of the repairs substantially or if, as a result of the repairs, the condition of the vehicle has improved considerably, you shall bear a fair share of these costs to be determined by experts.

In the event of an insured loss or damage, Zurich shall pay the amount of customs duty for which you may be held liable. In addition, in the event of an insured loss abroad, Zurich shall pay the costs of return transport of the vehicle to Switzerland if you or the driver are unable to bring back the vehicle yourselves. Damage to the interior of the car caused during the rendering of assistance to persons involved in an accident shall also be covered up to the amount of CHF 1 000.—.

It shall be stated in the policy whether cash value coverage or cash value with a supplement applies.

###### **204.2**

##### **Cash value coverage**

If the cost of the repairs reaches or exceeds the cash value, then Zurich shall indemnify the costs of replacing the vehicle.

If the missing vehicle cannot be found within 30 days, then the replacement value shall be indemnified.

If the replacement value is higher than the original new value, then the latter shall apply as a maximum indemnity. An agreed deductible and the value of the wreck shall be deducted from the indemnity.

These rules shall also apply accordingly to individual items of equipment and accessories.

Burst tires shall be indemnified on the basis of their degree of wear.

###### **204.3**

##### **Cash value plus supplement coverage**

- If the cost of the repairs reaches or exceeds
  - in the first two years of service, 65% of the indemnity in accordance with the table set out hereinafter,
  - after more than two years of service, the actual value of the vehicle at the time of the accident (actual cash value),

- if the missing vehicle is not recovered within 30 days,

then Zurich shall pay the following indemnity:

Year of service	Indemnity as a % of the catalog price or of the replacement value as new as stated in the policy
during the 1st year	95–90%
during the 2nd year	90–85%
during the 3rd year	85–75%
during the 4th year	75–65%
during the 5th year	65–55%
during the 6th year	55–45%
during the 7th year	45–40%
more than 7 years	replacement value

If the indemnity exceeds the price which was paid for the vehicle, coverage shall extend to no more than the price paid and to no less than the replacement value. If the replacement value is above the original new value, then the latter shall be the maximum indemnity. An agreed deductible and the value of the wreck shall be deducted from the indemnity.

These conditions shall apply accordingly to individual items of equipment and accessories.

Burst tires shall be indemnified on the basis of their degree of wear.

#### 204.4

##### **Drivers under 25 years of age**

If it has been declared in the application that no driver under the age of 25 will be driving the vehicle, and the driver is nevertheless under 25 years of age at the time of the accident, then the deductible for collision damage agreed in the policy shall be increased by CHF 500.–.

#### 204.5

##### **Indemnities under the travel effects insurance**

Zurich shall pay the costs for the repair, albeit up to a maximum of the amount required for replacement with

a new article of equal value at the time of the loss. The maximum indemnity shall be reduced by the residual value.

Indemnity payments shall be restricted to the sums insured indicated in the policy.

#### 204.6

Motorized mobile homes and campers/trailers: The costs of repair will only be indemnified if the damage is fully repaired and proof of repair can be provided in the form of a bill. If such repairs are not carried out, Zurich's indemnity shall be restricted to the loss in value of the vehicle.

#### 204.7

##### **Explanations of terminology**

**A year of service** shall be the 12-month period calculated from the date on which the vehicle was first put on the road. The time which has elapsed within a year of service up to the time of occurrence of the loss shall be calculated on a pro rata basis.

The **catalog price** shall be the official list price valid at the time the vehicle is first put on the road (plus any VAT paid). If no such price exists (e.g. in the case of special production models), then the price paid for the vehicle when it came out of the factory shall be decisive.

The **replacement value** shall be the amount which has to be spent on the valuation date in order to purchase an equivalent vehicle of equal value, officially tested within the last 12 months.

The **cash value** shall be the amount which can be realized for sale of the undamaged vehicle, the supplementary equipment and accessories at the time of the insured event, taking into account the period of service, the number of miles driven, the saleability and the condition of the vehicle.

If no agreement can be reached regarding determination of the replacement or cash value, then the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall be used.

#### **Article 205**

##### **What happens to the wreck of the vehicle or article?**

The indemnity shall always be reduced by the value of the wreck (i.e. the unrepaired vehicle or article). If this value is not deducted from the maximum indemnity, then the wreck or the vehicle or article shall become the property of Zurich when the payment is made.

If compensation for a lost vehicle or lost article has been paid, then the rights of ownership shall pass to Zurich.

#### **Article 206**

##### **What deductibles apply?**

The policy lists the events for which you are required to pay a deductible.

The agreed deductible shall apply to each and every loss.

In the event that a towing vehicle and trailer are insured with Zurich and if both sustain loss or damage in the same occurrence, you shall only be required to bear one deductible. In the case of different deductibles, the higher one shall be applied.

#### **Article 207**

##### **What effect does the loss experience have on premiums?**

#### 207.1

The accidental (physical) damage insurance comes under the systems listed below. The applicable system, the basic premium and the premium rate valid at the inception of the insurance shall be stipulated in the policy for each individual insured event.

In the following years of insurance, the premium shall be fixed on the basis of loss experience, with only that proportion of the premium being affected which applies to the insured loss event.

In the event of a change of owner, Zurich shall fix a new premium rate, with effect from the date of the change.

207.2

Loss or damage resulting from collision (Art. 202.1)

Such damage either comes under **system G** or, if Collision PLUS has been agreed, under **system M** (see table below).

Premium rate	% of the basic premium	
	System G	System M
	1	30
2	35	30
3	40	30
4	45	30
5	50	30
6	60	35
7	70	40
8	80	45
9	90	50
10	100	60
11	105	70
12	110	80
13	115	90
14	120	100
15	135	105
16	150	110
17	-	115
18	-	120
19	-	135
20	-	150

207.3

**System H** for loss and damage caused by theft (Art. 202.2)

Premium rate	% of the basic premium
6	60
7	70
8	80
9	90
10	100
11	105
12	110
13	115
14	120
15	135
16	150

207.4

**System I** for loss and damage caused while parked (Art. 202.10)

Premium rate	% of the basic premium
4	45
5	50
6	60
7	70
8	80
9	90
10	100
11	105
12	110
13	115
14	120
15	135
16	150

207.5

**System Z**

The premium shall always amount to 100% irrespective of the loss experience. The following provisions accordingly have no validity with respect to system Z.

207.6

If, during a period of observation (which covers 12 months and expires 3 months before the annual premium falls due) during which the insurance was in force, no claim has occurred for which Zurich has to pay an indemnity or set aside a reserve (Zurich's own expenses not being taken into account), the premium for the following year of insurance shall be calculated in accordance with the rate immediately lower in the premium scale, unless you have already reached the lowest rate in the scale applicable. If the insurance comes into force less than 6 months prior to the expiry of the current period of observation, the premium rate for the next year of insurance shall remain unchanged.

On the other hand, each claim resulting in an indemnity or a reserve shall entail an upward adjustment by 4 premium rates in the scale in the following year of insurance, at most, however, up to the highest premium rate. If a claim has no consequences, it shall be deemed not to have occurred and the premium rate shall be adjusted accordingly.

Accidents which occur during the period from the date of the application to the inception of the insurance shall be taken into account by subsequent adjustment of the premium rate.

The following shall not be taken into account:

- claims for which you assume financial responsibility, provided you refund to Zurich the latter's outlays within 30 days of having obtained knowledge of the settlement;
- collision damage (system G or M) for which the insured person is not responsible in any way and for which the replacement value indemnity was covered 100% by the colliding party or his/her third party liability insurer and for which indemnity under this policy is limited to payment of the difference between the replacement value and the actual cash value supplementary indemnity.

**Article 208**

**What precautions must be taken in the event of a loss?**

208.1

You shall be obliged to notify Zurich immediately of the loss event for which you are claiming indemnity. Zurich must be given the opportunity of inspecting the damaged vehicle prior to the repair. Otherwise, the indemnity payable by Zurich may be reduced or even canceled altogether.

The claim notification may be sent in writing, using the claim form, or may be made by telephone. Zurich's toll-free number, 0800 80 80 80, is available for telephone claims and emergency notifications and for the arrangement of vehicle inspections.

Zurich shall have the right to require a written claim notification to be sent for loss events which have already been notified by telephone.

## 208.2

You must moreover notify the police without delay and, at the request of Zurich, bring a charge against the thief



- in the event of theft of insured **travel effects**. Where stolen articles are subsequently recovered, the indemnity, less the compensation for any reduction in value, shall be repaid to Zurich, or the items of property placed at Zurich's disposal;



- in the event of theft of the **vehicle**. If a missing vehicle is recovered within 30 days, you must take it back after the repairs, if any, have been carried out at Zurich's expense.



## 208.3

In the event of **loss or damage caused while parked**, Zurich shall only be obliged to pay indemnity provided you have arranged for a charge to be brought against the person or persons unknown and have provided a statement to the police.



## 208.4

In the event of **damage caused by animals**, you or the driver must immediately ensure that public authorities, such as the police, gamekeepers, etc., draw up a report on the circumstances of the accident or that the animal owner confirms the occurrence. Failing this, Zurich shall indemnify the damage only if damage caused by collision (Art. 202.1) is insured, and then only subject to the conditions applying to such insurance.



## Passengers' personal accident insurance and accident insurance of helpers at accidents and breakdowns

Edition 01/2006

### Article 301

#### Which persons are insured?

#### 301.1

The persons stated in the policy are insured.

#### 301.2

The following persons shall also be insured: persons not connected with the vehicle who render assistance at accidents or breakdowns to passengers of the vehicle declared in the policy (hereinafter referred to as "accident and breakdown helpers"), excluding, however, persons who render such assistance in performance of their professional activities or in an official function (such as police, paramedics, employees of the automotive industry, highway patrolmen, etc.).

#### 301.3

The insurance shall not apply to unauthorized persons using the vehicle.

### Article 302

#### Which persons are insured in the event of accidents in other people's vehicles?

In the event of accidents in other people's vehicles, the insurance shall cover the policyholder (provided that this is a natural person) and the persons living in the same household as listed below:

- Spouse/partner,
- Relatives in the ascending and descending line,
- Brothers and sisters

as the driver of or passenger in another person's vehicle with a total weight of max. 3,500 kg and comprising no

more than 9 seats. Vehicles registered to the insured persons listed above shall not fall under the category "other people's vehicles." In the event of a loss, see Article 310.

### Article 303

#### What accidents are insured?

Coverage shall apply in respect of accidents:

#### 303.1

in which the insured persons are involved during use of the vehicle described in the policy

- while they are in the vehicle itself or while they are getting into or out of it,
- while, following an accident or breakdown of the vehicle described in the policy, they are giving assistance to its passengers, as well as, in general, in the course of working on the vehicle while it is on the road,
- while they are giving assistance during the journey, to other persons who have met with an accident or a breakdown;

#### 303.2

in which the insured accident and breakdown helpers (Article 301.2) are involved while they are giving assistance.

### Article 304

#### What shall be considered an accident?

Any bodily injury which the insured person sustains involuntarily by sudden external violent means affecting him/her shall be deemed to be an accident within the meaning of this insurance.

Equivalent to accidents shall be:

- impairment of health by involuntary inhalation of any gas, fumes or vapors;
- the following kinds of impairment of health, provided the insured person sustains them involuntarily: strains and lacerations of muscles as a result of a sudden physical effort of the

insured; frostbite, heat-stroke, sunstroke, as well as impairment of health by ultraviolet rays, with the exception of sunburn; drowning.

#### Article 305

##### What shall not be considered an accident?

Illnesses of any kind; impairment of health by medical measures which are not necessitated by an insured accident; suicide and self-mutilation or attempted suicide and attempted self-mutilation even if such acts are committed in a state of impaired judgment; impairment of health caused by the effect of ionizing rays of whatever kind, in particular also by changes in the structure of the atomic nucleus.

#### Article 306

##### What accidents are not insured?

The insurance shall not apply to accidents:

306.1

as a result of warlike events

- in Switzerland,
- in foreign countries, unless the accident occurs within 14 days after such events took place for the first time in the country in which the insured person is staying, and provided he/she was taken unawares there by the outbreak of warlike actions;

306.2

caused by riots or civil commotions of whatever kind and the measures taken against them, unless the claimant proves that the insured person was not engaged on the side of the troublemakers, either actively or as an agitator;

306.3

caused by earthquakes in Switzerland;

306.4

while deliberately committing crimes and offenses or while attempting to do so;

306.5

while taking part in motor races, rallies and similar competitions, as well as while driving on racetracks; however,

the insurance shall cover competitions involving navigational, cross-country and technical driving skills;

306.6

while the vehicle is requisitioned by the authorities;

306.7

while the vehicle is being driven by a driver who is not in possession of the driver's license required by law, or by a driver in possession of a learner's license who is driving without being accompanied as prescribed by law, provided the insured was aware of this infringement or could have been aware of it, had he/she taken care in a conscientious manner.

306.8

Accidents which occur while the vehicle is being used for the professional conveyance of persons or the professional hiring out to self-drivers shall not be covered. Any such conveyance or hiring out shall be deemed to be professional in nature if an official license is required for such use.

#### Article 307

##### How are the benefits determined?



307.1

##### in the event of death?

If an insured person dies as a result of an accident, Zurich shall pay the sum insured in the event of death to the following persons entitled to claim successively:

1. the spouse,
2. the children, in equal shares. Children who, at the time of the accident, were taken in without charge for permanent care and education by the insured person shall also be deemed equal;
3. the parents, in equal shares,
4. the grandparents, in equal shares,
5. the brothers and sisters, in equal shares; in the absence of one of them, the latter's share shall pass to his or her children.

Each person or group of persons enumerated under sections 2–5 above shall be excluded by the existence of any preceding person or group of persons respectively.

However, you may, by written notification to Zurich or by a disposition mortis causa, designate beneficiaries to your insurance entitlements.

If you do not take advantage of this option, and there are no such surviving relatives, only the funeral expenses shall be paid, up to an amount not exceeding 10% of the sum insured in the event of death. For insured persons, who, at the time of the accident, have not yet reached the age of 15, the death benefit may not exceed CHF 10 000.—.



307.2

##### in the event of disability?

1. If the accident results in presumably permanent disability of an insured person, Zurich shall pay the sum insured in the event of total disability, the whole sum insured, and in the event of partial disability, a part of the sum insured corresponding to the degree of such disability.
2. The loss of both arms or hands, of both legs or feet, the loss of one arm or one hand together with one leg or one foot, total paralysis, incurable mental derangement whereby the earning of a living is rendered impossible, total loss of eyesight, shall be deemed to constitute total disability.
3. In the event of partial disability, the following percentages of total disability shall be binding:

loss of sight in one eye	30%
loss of sight in one eye, if the sight in the other eye was already totally lost prior to the insured accident	70%
loss of hearing in both ears	60%
loss of hearing in one ear	15%

loss of hearing in one ear, if the hearing in the other ear was already totally lost prior to the insured accident	45%
loss of one arm at or above the elbow joint (including the hand and fingers)	70%
loss of one forearm below the elbow joint or of one hand (including the fingers)	60%
loss of one thumb	20%
loss of one index finger	12%
loss of one of the other fingers	5%

loss of one leg at or above the knee joint (including the foot)	60%
loss of one leg below the knee joint (including the foot)	50%
loss of one foot	40%

Total loss of use of limbs or organs shall be deemed to be equivalent to their loss.

If the loss or loss of use is only partial, a correspondingly lower degree of disability shall apply.

As regards cases not mentioned above, the degree of disability shall be fixed in accordance with the medical evidence, but in line with the above percentages.

In the case of simultaneous loss or loss of use of several parts of the body as a result of the same accident, the degree of disability shall, as a rule, be ascertained by adding the percentages; however, it may never exceed 100%.

4. Any aggravation of the consequences of the accident due to pre-existing physical defects shall not entitle a person to a higher benefit than the benefit which would have been payable had the person meeting with the accident been physically intact.

If any parts of the body were already totally or partially lost or could not be used at all or only partially prior to the accident, the degree of pre-existing disability ascertained

according to the aforementioned rules shall be deducted when the degree of disability is fixed.

The preceding section 3 concerning the loss of sight and hearing shall not be affected hereby.

5. The degree of disability shall be fixed in accordance with the insured's state of health only once it has been diagnosed as presumably permanent, however, not later than 5 years after the accident.

6. The benefit shall be determined as follows:

- for that part of the degree of disability not exceeding 25%: on the basis of the sum insured in the event of disability,
- for that part of the degree of disability exceeding 25%, but not 50%: on the basis of twice the sum insured in the event of disability,
- for that part of the degree of disability exceeding 50%: on the basis of three times the sum insured in the event of disability.

7. If at the time of the accident, the insured is already over 65 years of age, a whole life annuity shall be payable instead of a lump sum (section 1 above). The amount of the annuity shall depend on the age of the insured when it is paid for the first time and shall be calculated in accordance with the annuity table set out hereinafter. The annuity shall take effect as soon as the degree of disability can be determined and the payment of daily benefit, if any, has ceased. The annuity shall be payable quarterly in advance.

**Annuity table**

Annual annuity per CHF 1 000.– of benefit:

Age	CHF	Age	CHF
66	97.–	72	126.–
67	101.–	73	132.–
68	105.–	74	139.–
69	110.–	75	146.–
70	115.–	over 75	180.–
71	120.–		



**307.3 for daily benefit?**

Zurich shall pay to the insured the daily benefit agreed upon for the period of the medical treatment required, however, at the longest until the payment of an indemnity for disability, if any, and, in any event, only for a maximum of 730 days within 5 years of the date of the accident, also in respect of Sundays and public holidays, and from the agreed day after the date of accident. The daily benefit shall be paid in full, as long as the insured is totally incapable of working; if and as long as he/she is partially incapable of working, a part of the daily benefit corresponding to the degree of incapacity to work shall be paid. As regards insured persons who at the time of the incapacity to work are aged 15 to 18, Zurich shall pay one-half of the benefit mentioned in the preceding paragraph 1. Juveniles under the age of 15 shall receive no daily benefit.



**307.4 for daily benefit in the event of hospitalization?**

Zurich shall pay the agreed daily benefit in the event of hospitalization during the necessary stay in the hospital, in addition to the daily benefit in accordance with Article 307.3 above, if appropriate, and the defrayal of medical expenses in accordance with Article 307.5 below, however for a maximum of 730 days within 5 years of the date of the accident. Every institution which exclusively admits persons who have met with an accident or sick persons and which is under the supervision of a licensed doctor shall be deemed to be a hospital. Moreover, Zurich shall pay, within the aforementioned limits, the daily benefit in the case of hospitalization during health cures ordered by a doctor which are taken in a specialized establishment with the consent of Zurich.



307.5

**for medical expenses?**

If, at the time of the accident, the insured is entitled to benefits provided by mandatory nursing care insurance under the Swiss Federal Law on Health Insurance (KVG), Zurich shall assume only that part of the costs as specified in sections 1–4 below for which there is no claim under the mandatory nursing care insurance and only insofar as they are incurred within 5 years of the date of the accident.

If, at the time of the accident, the insured is not entitled to benefits provided by mandatory nursing care insurance under the KVG, Zurich shall defray the costs as specified in sections 1–4 below in their entirety, provided they are incurred within 5 years of the date of the accident.

1. the necessary costs of therapy given or ordered by a licensed doctor or dentist, as well as hospital charges and expenses for treatment, stay and board during health cures ordered by a doctor which are taken in a specialized establishment with the consent of Zurich; in addition, the daily benefit deduction for maintenance costs in a sanatorium as provided for in the Swiss Federal Law on Accident Insurance (UVG);
2. for the duration of the therapy, in accordance with section 1 above: the cost of services of qualified nursing staff or of nursing staff provided by a public or private institution as well as the cost of the hire of aids and appliances for patients;
3. the cost of the initial purchase of prostheses, glasses, hearing aids and orthopedic aids and appliances and also of their repair or of their replacement (value as new), if they were damaged or destroyed in the course of an occurrence which results in therapy within the meaning of section 1 above;
4. the costs of
  - all transportation of the insured necessitated by the accident, however, as regards transportation

by aircraft, only if this is absolutely essential on medical or technical grounds;

- rescue operations, not occasioned by sickness, for the benefit of the insured person;
- operations to recover the body/ bodies, provided that death occurred as a consequence of an insured accident;
- search operations with a view to saving the insured or recovering the body, up to a maximum of CHF 10 000.– per insured person.

If so requested, Zurich shall provide a warranty to defray the costs and expenses mentioned in sections 1 to 4 above.

If the insured person is also entitled to benefits under the Swiss Federal Law on Accident Insurance (UVG) and its related ordinances, Swiss Military Insurance (MV) or Federal Disability Insurance (IV) or if such benefits have been paid by another party liable under third party liability, Zurich will supplement these benefits up to the amount of the medical costs. Zurich will not pay any more than the costs described heretofore. This provision is also applicable to insurance institutions with their registered office in the Principality of Liechtenstein and all other countries.

Where a number of insurances exist with licensed insurers with respect to medical costs, and/or supplementary insurances exist under the Swiss Federal Law on Insurance Contracts (VVG) with health insurance providers, the insured costs shall be covered under this contract only in proportion to the total benefits insured by all the insurers involved. Any insurance in force with a licensed insurer in accordance with the Swiss Federal Law on Accident Insurance (UVG) shall not be taken into consideration, however.

**Article 308**

**What special benefits apply in the case of accidents abroad?**

If, in the case of an accident abroad, Swiss law specifies that foreign law shall apply for the assessment of third party liability claims of the insured person under civil law, and if the sum insured agreed by the liable party is lower than the minimum insurance prescribed by law in Switzerland, then Zurich shall pay the following special benefits in the event of death or disability:

308.1

The death and disability benefits according to Articles 307.1 and 307.2 shall be doubled in this case.

308.2

The additional benefits payable by Zurich shall be limited in all cases to CHF 500 000.– per insured person.

**Article 309**

**What benefits are insured for accident and breakdown helpers?**

Irrespective of the benefits agreed upon for the insured passengers, the accident and breakdown helpers (Article 301.2 above) shall be insured, per person, as follows:



in the event of death  
(Art. 307.1)

CHF 30 000.–



in the event of disability  
(Art. 307.2)

CHF 60 000.–



daily benefit  
(Art. 307.3)

CHF 25.–



daily benefit in the event of hospitalization  
(Art. 307.4)

CHF 25.–



medical expenses  
(Art. 307.5),  
insured with the restrictions  
specified in paragraph 1 of  
Art. 307.5.

**Art. 310**  
**Which benefits apply for accidents in other people's vehicles?**

Irrespective of the benefits agreed for insured passengers, drivers of or passengers in other people's vehicles (Art. 302) shall be insured, per person, as follows:



in the event of death  
(Art. 307.1)

CHF 30 000.–



in the event of disability  
(Art. 307.2)

CHF 60 000.–

If there are several motor vehicles registered within the same household with passenger insurance, the insured persons are only entitled to claim this indemnity once.

The insurance applies

- within Europe as described in Article 4 during the entire period of the insurance;
- worldwide for a maximum of 6 weeks after leaving the area of the geographical limits as described in Article 4 of the Common Provisions.

**Article 311**  
**How are benefits determined if illnesses have contributed to the consequences of the accident?**

If, due to any pre-existing illness or due to any additional illness not brought on by the accident, the consequences of the accident are substantially aggravated, only a proportional part of the benefit shall be paid, according to the share attributable to the accident which is to be equitably assessed by a medical expert. However, this restriction shall not apply to the insurance of medical expenses.

**Article 312**  
**How are benefits reduced in the case of an overloaded vehicle?**

If, at the time of an accident, the number of passengers is greater than the number of seats declared in the vehicle license, the benefit in the event of death or disability shall be paid only in the proportion which the number of seats bears to the number of passengers.

**Article 313**  
**How do these benefits stand in relation to third party liability insurance?**

**313.1**  
The benefits due from Zurich under the insurance for death, disability, daily benefit and daily benefit for hospitalization shall be paid out – subject to Article 313.2 – in addition to the benefits due under the third party liability insurance.

**313.2**  
The benefits from Zurich shall be offset against any third party liability claims if the owner or driver of the vehicle is required to pay such liability claims himself/herself (e.g. as a result of recovery).

**Article 314**  
**What precautions are to be taken in the event of a loss?**

After the occurrence of an accident, you or the insured person shall be obliged to notify Zurich immediately of the loss or damage.

The claim notification may be sent in writing using the claim form or may be made by telephone. Zurich's toll-free number, 0800 80 80 80, is available to you or the insured person for telephone claims and emergency notifications.

Zurich shall have the right to require a written claim notification to be sent for loss events which have already been notified by telephone.

Fatal accidents are to be notified to Zurich, in sufficient time (if necessary by telegram, telephone or fax) so that Zurich can, if necessary, arrange for a postmortem at its own expense before the burial.

As soon as possible after the accident, a licensed doctor shall be called in and arrangements made for proper medical care. Furthermore, the insured person or the claimant, respectively, shall do everything which may assist in clarifying the circumstances of the accident and its consequences; in particular, the insured person shall release the doctors who are attending him/her from their professional obligation of confidentiality towards Zurich and shall consent to an examination by the doctors appointed by Zurich; in the event of death, the next of kin entitled to claim shall give their consent to a postmortem examination, insofar as there may also be other causes of death than the accident.