

General policy conditions (GPC)

for the combined insurance for household contents PRISMA Flex, Edition 2017

Generali General Insurances Ltd., 1260 Nyon

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Generali Insurances

Avenue Perdtamps 23

1260 Nyon 1

T +41 58 471 01 01

F +41 58 471 01 02

E-Mail: nonlife.ch@generali.com
generali.ch

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COMMON PROVISIONS

1. Basis of the contract

The various types of insurance listed in the policy form part of a single contract.

The rights and obligations of the parties are set out in the policy, in the General Policy Conditions (the Common Provisions and the individual provisions relating to each type of insurance concluded), in any supplementary conditions and special conditions, and in other documents.

2. Inception and duration of insurance

2.1 Inception

The insurance shall enter into force on the date stated in the policy.

If provisional confirmation of cover has been given, the insurance shall commence with effect from the agreed date. Final confirmation of cover is at the company's discretion. If it exercises its right to withhold such confirmation, its obligation to pay benefits shall lapse three days after the policyholder receives the notice of rejection. The pro rata premium up to the date on which the obligation to pay benefits lapsed must be paid to the company.

2.2 Duration

If the contract was concluded for one year or longer, it is automatically renewed for one year at a time if not terminated in writing at least three months before expiry. Notice of termination is deemed to have been given in good time if the addressee receives the notice of termination at the latest on the last day before the three-month notice period begins.

If the contract was concluded for less than twelve months, it shall lapse on expiry of the agreed term of the contract.

3. Service providers

As a rule, the insurer is Generali General Insurance Ltd., Avenue Perdtamps 23, 1260 Nyon (hereafter referred to as the company).

The legal protection is provided by Fortuna Legal Protection Insurance Ltd., Soodmattenstrasse 2, 8134 Adliswil (hereafter referred to as Fortuna).

The insurer for domestic animals is EPONA cooperative and mutual insurance company, Avenue de Béthusy 54, 1000 Lausanne 12 (hereafter referred to as Epona).

Assistance services are provided by Europ Assistance (Switzerland) SA, Avenue Perdtamps 23, 1260 Nyon.

4. Changes in premiums, deductibles and limits of compensation

If the premiums or deductibles are increased or if the limits of compensation are reduced, the company may amend the contract with effect from the following insurance year. In this case, it must notify the policyholder of any changes at the latest 25 days before the premium due date.

If the policyholder is not in agreement with the changes as per the first paragraph, he/she may cancel either the part of the contract affected by the change or the entire contract with effect from the end of the current insurance year.

Changes as per the first paragraph shall be deemed to have been accepted if notice of termination is not received by the company at the latest on the last day of the current insurance year.

Automatic adjustment of the sum insured is not a valid reason for termination.

5. Termination in the event of a claim

After each claim for which benefits are due, the company may terminate the contract at the latest upon payment of the compensation, and the policyholder may terminate the contract 14 days at the latest after learning of this payment.

If the policyholder or the company terminates the contract, insurance coverage shall lapse 14 days after the other party has been notified of the termination.

6. Premium payment

Unless agreed otherwise, the premium shall be determined anew for each insurance year. It shall become due on the date specified in the policy.

The first premium including the stamp duty shall be payable when the policy is issued, but not before the inception date of the insurance.

7. Premium refund

If the contract is cancelled for any reason before expiry of the year of insurance, the company shall reimburse the part of the premium paid for the period which has not yet elapsed and shall waive any reclamation of installments that are subsequently payable.

The policyholder shall not be entitled to reimbursement of the premium if:

- the company has performed the insurance benefits since the risk no longer exists;
- the company terminates the policy in the event of a claim for partial damage within one year of the policy being concluded.

8. Duty of care and obligations

The insured (policyholder and claimants) shall be obligated to exercise the duty of due care and to take any measures as required under the given circumstances to protect the insured objects against the covered risks. Furthermore, he/she must also observe the duty of care and obligations relating to each type of insurance concluded.

Where legal or contractual regulations or obligations are culpably breached, the compensation may be reduced by the extent to which the breach of obligation had an impact on the occurrence or extent of the damage, or it may lapse entirely. No reduction shall be made if the claimant can prove that his/her conduct had no impact on the occurrence or extent of the loss or damage.

9. Change of ownership

- a) If a change of ownership takes place, the rights and obligations under this contract shall be transferred to the purchaser unless he/she rejects the transfer of the insurance in writing within thirty days of the change of ownership.

If the purchaser only discovers the existence of the insurance after this period has elapsed, the purchaser may terminate the insurance within four weeks of the date of discovery, but no later than four weeks after the point at which the next annual or partial premium following the change of ownership is due for payment. The contract shall then lapse when the company receives the notice of termination.

The pro rata premium shall be owed until the point at which the insurance is rejected or terminated; in addition to the former policyholder, the purchaser shall also be liable for this premium. Premiums with respect to the unexpired insurance period shall be reimbursed to the former owner unless such reimbursements are assigned in writing to the purchaser.

- b) the company is entitled to give 30 days' notice of termination of the policy within 14 days of receipt of notification of change of ownership. Premiums with respect to the unexpired insurance period shall be reimbursed to the purchaser.

- c) If the policyholder goes bankrupt, the contract shall end when the bankruptcy proceedings are opened. This shall not apply to unseizable assets which are covered by the insurance contract.

10. Notices

All notices and disclosures that are prescribed by law or by the contract must be addressed by writing to the head office of the company or to the agency specified in the policy.

All notices issued in writing by the company shall be deemed to have been duly served when sent to the most recent address provided by the policyholder.

11. Place of jurisdiction

The courts at the Swiss place of residence of the policyholder or the claimant, at the head office of the company or at the location of the insured property – provided this is in Switzerland – shall have jurisdiction over all disputes arising under this contract.

In international relationships, the Swiss Federal Law on International Private Law and the Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters (Lugano Convention) shall regulate the jurisdictions.

12. Supplementary legal basis

The Swiss Federal Law on Insurance Contracts (VVG), the Insurance Supervision Law (VAG) and the Supervision Ordinance (AVO) shall apply in addition to these provisions.

13. Unconditional acceptance of the contents of the contract

If the contents of the policy or the supplements to the policy are not in accordance with the agreements reached, the policyholder must ask for an amendment within four weeks of receipt of the policy, failing which the contents shall be deemed to have been approved.

COMMON LEGAL PROTECTION PROVISIONS

14 Duration

The insurance cover shall apply to legal cases that are caused by an event occurring during the term of the insurance PRISMA Flex and reported to Fortuna within this time period. In general, the point in time of the actual origin of the event shall be determinant.

No insurance cover shall apply to legal cases arising before entry into force of the household contents insurance or of which the insured person was already aware or could have been aware before the entry into force of the household contents insurance.

15 Insured benefits

Fortuna will provide the following benefits within the relevant insured amount:

- a) Handling of a legal case and representation of the insured person by Fortuna's internal legal service, as well as the assumption of internal handling costs incurred.
- b) Costs of a lawyer or legal representative.
- c) Court and other procedural costs imposed on the insured person.
- d) Any reimbursement of litigation costs to the other party imposed on the insured person.
- e) Costs of expert opinions ordered by Fortuna or the courts.
- f) Costs of mediation proceedings in Switzerland ordered by Fortuna or a Swiss court.
- g) Collection costs for amounts awarded by the court or in a settlement to the insured person in a legal case covered and handled by Fortuna. Costs are covered until a certificate of shortfall (Pfändungsverlustschein) or bankruptcy notice is issued. Outside Switzerland benefits are limited to no more than CHF 5000.–.
- h) Advance of bail up to CHF 100 000.– to avoid being remanded in custody.
- i) Initial legal information in the insured areas provided over the telephone by Fortuna's internal legal service.

16 Benefit restrictions

The following are not covered by Fortuna:

- a) Fines, contractual penalties and other punitive payments imposed on the insured person.
- b) Payment of damages of any kind.
- c) Costs for which a third party would be liable if this legal protection insurance did not exist.
- d) The assertion of claims that have been assigned by an insured person or assigned or transferred to the insured person.
- e) Costs for blood tests and other tests (e.g. medical examinations in the event of consumption of excess alcohol or drugs) as well as medical examinations in general.
- f) Costs of official notarisations, entries and deletions from official registers, and authorisations of all kinds.
- g) Costs of the assertion of claims vis-à-vis overindebted commercial companies.

17 Direct indemnity in lieu of litigation

Instead of indemnification, Fortuna shall be entitled to reimburse the insured person an amount covering the insured person's economic interest in lieu of litigation, thereby discharging its obligation to indemnify. The basis shall be the material value in dispute, taking due account of trial and collection risks.

18 Same event

Where multiple disputes involving an insured person or several individuals insured under the same policy arise from the same event or from the same circumstances, such disputes taken together shall be deemed to be a single legal case.

19 Procedure in the event of a claim

- a) Reporting and processing
 - Every event for which Fortuna should provide benefits must be reported to Fortuna by the insured person immediately and in writing:
Fortuna Legal Protection Insurance Ltd.,
Soodmattenstrasse 2, 8134 Adliswil
T +41 58 472 72 00
F +41 58 472 72 01
E-mail: info.rvg@fortuna.ch
 - Once a claim has been reported, Fortuna will discuss the procedure to be taken together with the insured person. Fortuna can provide the service through its internal legal service or appoint an external service provider for the purpose.
 - The insured person must provide Fortuna and the appointed representative with all documents and information pertaining to the case in a true and fair manner, submit all items of evidence without delay, and grant the necessary powers of attorney. Fortuna may set the insured person a deadline of ten days for this purpose.
 - Settlements that contain obligations on the part of Fortuna may only be concluded by the insured person or his/her legal representative with Fortuna's written consent.
 - Any court costs or damages awarded to the insured person in or out of court are to be reimbursed to Fortuna up to the amount of all payments made by Fortuna.
 - Should the policyholder or insured person fail to fulfil his/her obligations as defined by law or stipulated in this contract, this may result in Fortuna reducing or withholding benefits under the insurance.

- b) Selection of a lawyer**
- Fortuna is the sole body authorised to issue mandates to legal representatives. The insured person agrees not to engage a legal representative, initiate legal measures, lodge an appeal or other legal recourse before Fortuna has given its approval in writing.
 - If it becomes necessary to enlist the services of a lawyer with regard to court or administrative proceedings for which representation by a lawyer is required or due to a conflict of interest, the insured person may freely choose a legal representative in consultation with Fortuna. The legal representative must be qualified in the area of law applicable to the case and have its registered office within the district covered by the authorities responsible for the court or administrative proceedings. If Fortuna declines to engage the chosen legal representative, the insured person may propose three other unrelated legal representatives, of which Fortuna must appoint one.
 - The insured person shall release the representative engaged from the obligation of professional secrecy vis-à-vis Fortuna and authorise the representative to disclose all documents and information relevant to the case to Fortuna.
 - Fortuna may impose a time limit on a payment commitment, make it contingent on or subject to conditions or limit it to certain legal matters or procedural stages.
- c) Differences of opinion**
- In the event of differences of opinion regarding the handling of a legal case or if Fortuna declines to provide benefits for a measure due to a lack of probability of success, Fortuna must justify its proposed solution in writing without delay and inform the insured person of the possibility of a procedure in the event of differences of opinion. In this case compliance with deadlines pertaining to legal recourse, forfeiture, limitation periods etc. becomes the responsibility of the insured person.
 - Should the insured person not accept the solution proposed by Fortuna, he/she may submit the matter within 90 days of receipt of the refusal to a qualified Swiss lawyer or professor of law for a decision as sole arbitrator. The arbitrator shall be chosen jointly by the insured person and Fortuna and shall decide on the basis of a simple exchange of documents. The arbitrator shall demand an advance from both parties in the amount of the full cost of the proceedings likely to be incurred. If the insured person does not demand such arbitration within 90 days of receipt of the refusal, it shall be deemed to be waived. In all other respects the provisions of the Swiss Code of Civil Procedure shall apply.
 - If the insured person initiates proceedings at his/her own cost after Fortuna has declined to provide benefits and secures a judgement that is more favourable for the insured person than the solution proposed and justified in writing by Fortuna or than the result of arbitration, Fortuna shall assume the necessary costs incurred up to the maximum amount guaranteed.

HOUSEHOLD CONTENTS INSURANCE

A. Scope of the insurance

A1 What property and costs are insured?

1. The insurance covers:

- a) household contents.** This includes all movable property for private use owned by the policyholder or persons living with him/her in the same household. Household contents also include pets, temporary structures, leased or rented objects, professional equipment, personal belongings of visitors and items of property entrusted to the policyholder; equipment and materials that assist with the maintenance and use of the insured building and associated premises;
- b) costs,** i.e. costs for debris removal, additional living costs, costs of emergency replacement glazing, emergency replacement doors and emergency replacement locks, costs of reconstitution and the cost of changing locks arising as a direct result of an insured event.
- 2. The insurance does not cover:**
- a)** motor vehicles, electric bicycles capable of travelling faster than 45 km/h, trailers, caravans, mobile homes, including any accessories;
- b)** watercraft for which mandatory liability insurance is required, as well as watercraft that are not taken home regularly after use, including any accessories;
- c)** aircraft that must be entered in the aircraft register;
- d)** property that is or must be insured with a cantonal insurance office;
- e)** valuables which are subject to special insurance. This clause shall not apply if the insurance referred to here contains a clause to the same effect;

- f) loss or damage arising from acts of war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, as well as from volcanic eruptions or changes in the atomic nucleus structure, unless the policyholder can prove that the loss or damage is not connected to these events.

Loss or damage arising from civil is, however, covered by glass breakage insurance.

- g) garden huts and apiaries which value exceeds CHF 50 000.–. They must be insured as any other building.

A2 Where does the insurance cover apply?

The insurance shall apply:

- a) **within the home**, i.e. at the locations listed in the policy;
- b) **outside the home** pursuant to Art. A4.3 worldwide for household contents located temporarily anywhere in the world, but not for longer than 24 months, and for any associated costs. Household contents permanently located outside the home (in a holiday home, second home or holiday apartment and the like) shall not be covered by this off-premises insurance.
- c) **in the event of a change of residence** in Switzerland and in the Principality of Liechtenstein, both during the move and at the new location.

If the policyholder moves abroad, the insurance shall expire at the end of the insurance year at the old location, or with immediate effect at the request of the policyholder. The household contents that are transported abroad shall not be insured during the move or at the new location.

The company must be notified of any change of residence within 30 days. It shall be entitled to adjust the premiums in line with the new circumstances.

A3 What risks and damages are insured?

The insured risks are listed in the policy. Insurance coverage is available for:

- fire
- theft
- burglary and robbery or
- burglary, robbery and simple theft

- water
- glass breakage
- earthquake

Fire

1. The insurance covers loss or damage to household goods caused by:

- a) fire, smoke (sudden and accidental, but not gradual effects), lightning and explosion;
- b) the following natural events: flooding, inundation, storm (winds with a minimum velocity of 75 km/h that uproot trees or take the roofs off buildings in the vicinity of the insured property), hail, avalanche, pressure caused by snow, rockslides, falling stones and landslides;
- c) meteorites or other celestial objects, aircraft and spacecraft or parts thereof that have become detached, falling from the sky or making a forced landing;
- d) scorch damage;
- e) implosion damage;
- f) misplacement as a consequence of events described under a) to e);
- g) damage to food for private use which is stored in chest freezers or deep freezers and which becomes unfit for consumption due to defrosting as a result of an unforeseen event.
- h) damages arising from the exposure of the insured objects to heat or fire serving a useful purpose.

2. The insurance does not cover:

- a) damage to live electrical machines, equipment and cables caused by the effect of the electrical energy itself;
- b) storm and water damage caused to watercraft on the water;
- c) loss or damage caused by soil subsidence, substandard substratum, defective construction, poor building maintenance, failure to take appropriate preventative measures, artificial earthmoving operations, snow sliding from roofs, groundwater, rising and overflowing of bodies of water which is known to occur repeatedly; loss or damage arising from water from reservoirs or other artificial bodies of water and backflow of water from the sewerage system, irrespective of the cause.

3. The following shall only be insured by special agreement:

Earthquakes that occur in Switzerland or the Principality of Liechtenstein. Earthquakes are considered to be sudden tremors of solid ground due to natural causes with an subterranean epicenter. In case of doubt, the Swiss Seismological Service will decide whether an earthquake has occurred. All earthquakes occurring within 168 hours of the first tremor that causes loss or damage shall be deemed to form one loss event. The insurance covers all loss events that commence during the insurance period.

Theft

1. The insurance covers damage to household contents which have been conclusively established by evidence, witnesses or circumstances and which was caused by:

- a) **burglary**, i.e. theft by perpetrators forcibly entering a building or a room of a building or breaking open a container in a building or a room. Theft by unlocking a building, room or container with the correct keys or codes shall also be considered tantamount to burglary, provided the perpetrator has appropriated these by means of burglary or robbery.

Theft with escape, i.e., theft committed by persons who break out of a building or similar premises in which they had been confined shall be considered as burglary.

The following are not included in this definition of burglary: theft of property from inside a motor vehicle, trailer, caravan, mobile home, watercraft or aircraft, irrespective of its location.

- b) **robbery**, i.e. theft with the use or threat of violence against the policyholder or persons living with him/her in the same household or persons working within the home, as well as theft committed under circumstances where resistance is not an option due to death, unconsciousness or injury. Pick-pocketing, theft by deception and bag-snatching are not included in this definition of robbery.
- c) the sum insured for household contents also covers loss or damage caused by vandalism within the building during a domestic burglary or robbery.
- d) if listed in the policy:
simple theft, i.e. theft which is considered neither burglary nor robbery. The loss or mislaying of property is not included in this definition.
- e) in the event of loss or damage resulting from theft within the home, the resultant damage to the building shall also be compensated as part of the sum insured for household contents.

2. The following shall only be insured by special agreement:

- a) financial loss caused through the misuse of credit or customer cards by persons who do not live with the policyholder in the same household. Cover shall not be provided if a card requiring a signature does not bear the signature of the cardholder or if the PIN code is written on or kept with the card.

The insurance only applies to that part of the loss for which the cardholder is liable to the card issuer pursuant to the general terms and conditions.

- b) financial loss caused through the misuse of landline or mobile telephones by persons who do not live with the policyholder in the same household. No coverage is provided if, on discovering the loss, the policyholder does not immediately contact the telecommunications service provider to request that the number be blocked.

3. The insurance does not cover:

loss or damage resulting from fire, smoke, lightning, explosion, earthquake or natural events.

Water

1. The insurance covers loss or damage to household goods caused by:

- a) liquids and gases (air included) leaking from pipe installations serving only the buildings in which the insured property is kept; also liquids and gases (air included) leaking from equipment and appliances connected thereto, or from aquariums;
- b) rainwater and water from melting snow or ice that has penetrated into the building through external drainpipes, gutters or the roof itself, but not through open skylights or roof openings in buildings under construction or in connection with alterations or other work;
- c) backflow from the sewerage system, subject to para. 2 a) below and underground groundwater and runoff waters within the building;
- d) water and other liquids leaking from heating and tank installations, cooling systems, heat exchangers and/or heat-pump circulation systems designed to utilise ambient heat sources of any type, such as solar energy, geothermal energy, groundwater, ambient air and the like, which serve only the insured building. The insurance does not cover loss or damage arising during the filling and maintenance of such installations.
- e) water leaking from water beds and ornamental fountains;
- f) water damage also covers the costs of repairs and thawing of frost-damaged water pipes and appliances connected thereto installed within the building by the policyholder as a tenant.

2. The insurance does not cover:

- a) backflow damage for which the owner of the sewerage system is liable;
- b) loss or damage resulting from fire, smoke, lightning, explosion, earthquake or natural events.
- c) damages caused by defective construction.

Glass breakage

1. The insurance covers breakage of:

- a) glazing in furniture;
- b) glazing, including perspex or similar materials if these are used in place of glass, in buildings in the rooms used exclusively by the policyholder and persons living with him/her in the same household;
- c) ceramic hobs, glass hobs of induction cookers, stone tabletops, kitchen worktops made of stone;
- d) sanitary installations (washbasins, sinks, lavatories including cisterns, bidets, bathtubs and shower trays) made of glass, synthetic material, ceramic, porcelain or stone, including installation costs;

Damages to enamel are also insured.

- e) domed roof-lights and solar panels.

2. The insurance does not cover:

- a) damage to hand mirrors, optical glasses, glassware, hollow glassware and light fittings of all types, and to light bulbs, fluorescent and neon tubes, screens and floor tiles of all types.
- b) loss or damage resulting from fire, smoke, lightning, explosion, earthquake or natural events.

Household accidental damage insurance

The following shall only be insured by special agreement:

1. The insurance covers the following items for private use:

- a) Electrical appliances, household tools, unregistered lawn mowers, sports gear, parachutes, paragliders and hang gliders, sporting and hunting weapons including their accessories;
- b) Musical instruments, hi-fi equipment, home theatre systems, projectors, flat screens, desktop computers, laptop computers, mobile phones, tablet computers;
- c) Jewellery, watches and clocks, furs, paintings, sculptures kept indoors (excluding sculptures in porcelain, ceramic or glass), optical glasses, hearing aids, wheelchairs with or without motors (including batteries).

2. The insurance does not cover:

- a) Docking stations and costs of recovering data;
- b) Cameras, camcorders, rear projection devices, printers, copiers, faxes and scanners, including accessories;
- c) Bicycles or motorcycles.

3. Which risks and damages are insured?

The insurance covers damages caused by:

- a) Damages due to an external factor that occurs suddenly and unexpectedly;
- b) Damage due to an electric current, unexpected damage to insured devices when they are turned on and the damage was caused by the effect of the electric current itself, a power surge or a subsequent heat overload.

The insurance does not cover damages:

- a) to non-rechargeable batteries and elements that must be changed regularly;
- b) due to wear and tear of the material, damage to watch movements or damage to varnishes;
- c) for which there is a legal or contractual warranty whenever the insured items are cleaned, repaired, or transported by third parties;
- d) to items that are permanently outdoors;
- e) caused by fire, natural damages, theft, water, loss, disappearance or any similar effect.

4. What deductible is borne by the claimant?

In the event of a claim, the claimant must pay 10 % of the compensation, but at least CHF 50.– per loss event.

A4 What benefits are insured?

1. The insurance covers:

- a) **household contents** at replacement value, unless the current value is agreed upon, up to the sum insured specified in the policy. The consequences of any under-insurance remain reserved (see Art. B3.1).

Items of property which are no longer used and motorcycles are only insured at the current value;

- b) **costs**: up to 20 % of the agreed sum insured, at least CHF 10 000.–. In the event of simple theft, the compensation is limited to CHF 1 000.– per loss event.

2. Limits of compensation in the event of a claim within the home

a) For jewellery

In the event of **simple theft**, compensation is limited to 15% of the agreed sum insured for household contents, at most CHF 35 000.–.

In the event of burglary, the limitation in the preceding paragraph shall also apply whenever jewellery is not locked in a safe weighing at least 100 kg or in a built-in wall safe.

Watches valued at over CHF 5 000.– per piece shall be considered as jewellery.

b) For monetary assets

Monetary assets are deemed to be money, securities, savings books, precious metals (in the form of stocks, bars or merchandise), coins and medals, unmounted precious stones and pearls, credit cards, travel tickets and season tickets.

Compensation is limited to CHF 5 000.–. No coverage is provided in the event of simple theft.

c) For personal belongings of visitors and items of property entrusted to the policyholder

The insurance does not cover monetary assets belonging to visitors and monetary assets entrusted to the policyholder.

d) For scorch damage

Compensation is limited to CHF 5 000.–.

e) For professional equipment

Compensation is limited to CHF 5 000.–.

f) For damages to objects resulting from their exposure to heat or fire serving a useful purpose

Compensation is limited to CHF 5 000.–.

3. Limits of compensation in the event of a claim outside the home

a) For household contents

In the event of fire, earthquakes, burglary, robbery and water damage, compensation is limited to 15% of the agreed sum insured for household contents, but up to a maximum of CHF 35 000.–. In the event of simple theft, compensation is limited to the agreed sum in effect for this policy. For damages caused by earthquake, insurance cover is valid only for the household contents located at the time of the incident outside Switzerland or the Principality of Liechtenstein.

b) For monetary assets

In the event of fire earthquake, burglary, robbery and water damage, compensation is limited to CHF 5 000.–. No coverage is provided in the event of simple theft.

For damages caused by earthquake, insurance cover is valid only for the monetary assets located at the time of the incident outside Switzerland or the Principality of Liechtenstein.

c) For visitors' personal belongings and monetary assets and items entrusted to the policyholder

The insurance does not cover monetary assets of visitors and items of property entrusted to the policyholder outside the home.

d) For scorch damage

Compensation is limited to CHF 5 000.–.

e) For professional equipment

No coverage is provided.

4. Automatic adjustment of the sum insured

The sum insured for household contents shall be adjusted on the basis of the household goods index every year at the premium due date. The index is compiled annually and takes effect on 30 September.

The sum insured will be adjusted by the percentage by which the last known household goods index exceeds or falls below the index level of the previous year, but no less than the insured amount as defined by the policyholder at the time of the conclusion of the contract.

The amounts mentioned in Art. A4.1, A4.2 and A4.3 and any supplementary insurances remain unchanged.

B. Claims

B1 What must be done in the event of a claim?

1. The claimant must

- a) inform the company immediately;
- b) provide, in writing, the particulars required to substantiate the claim, allow the company to conduct any investigations required in relation to the claim and, on request, draw up a list detailing the items of property present before and after the loss or damage and the items affected by it, specifying their value;
- c) take steps to preserve and salvage the insured property and to minimise the loss, and comply with any instructions given by the company.

2. In the event of theft, the claimant must also

- a) notify the police immediately, request an official investigation, and refrain from removing or interfering with any evidence at the crime scene without the agreement of the police;
- b) inform the company immediately if stolen property is recovered or if any information about it is received.

B2 How are damage and compensation determined?

1. How is the damage determined?

Both the claimant and the company may request that any damage be investigated immediately.

The claimant must provide proof of the loss or damage and the extent thereof. The sum insured shall not constitute any proof of the existence and value of the insured items of property.

The loss or damage may be determined by the parties themselves, by a joint assessor, or by means of an expert procedure.

Each of the parties may request that an expert procedure be conducted. Each party appoints an expert. The experts determine the value of the insured items of property before and after the occurrence of the loss event. If insurance at replacement value is agreed, the experts shall determine the replacement value of the damaged items and their residual value; if insurance at current value is agreed, the experts shall determine the current value of the damaged items and their residual value. If the experts arrive at different findings, the experts shall appoint a referee who will render a decision on these differences within the limits of both expert opinions.

The findings of the experts or, if appropriate, of the referee, shall be binding on the parties, provided that these findings do not deviate substantially from the actual facts and circumstances. The party alleging such a deviation shall be responsible for providing proof.

Each party shall bear its own expert costs; the costs for the referee shall be borne in equal parts by both parties.

2. How is the compensation calculated?

2.1 For household contents

a) In the event of a total loss

If insurance at replacement value is agreed upon, compensation will be equivalent to the replacement cost at the time of the loss or damage, less the residual value. Sentimental value shall not be taken into account.

If insurance at current value is agreed upon, compensation will be equivalent to the replacement cost at the time of the loss or damage, less any depreciation in value due to wear and tear or other reasons. Sentimental value shall not be taken into account.

b) In the event of partial damage

Compensation will be equivalent to the repair costs, but not more than the value which would be compensated in the event of a total loss.

2.2 For costs

For costs pursuant to Art. A4.1 b), compensation is calculated as follows:

a) Additional living costs

These shall be determined on the basis of the costs of renting replacement accommodation and meals outside the home arising from the inability to use the damaged premises, as well as the loss of income derived from sub-letting. Any cost savings will be deducted. Costs of moving and temporary storage of household contents, as well as any dismantling and reassembly costs shall not be covered, insofar as they do not contribute to reducing the insured living costs.

b) Debris removal costs

These shall be determined on the basis of the actual costs of removing the debris of insured household contents from the site of the loss and transporting it to the nearest suitable waste disposal site, including the costs of dumping and destruction.

c) Costs of emergency replacement glazing, emergency replacement doors and emergency replacement locks

These shall be determined on the basis of the actual costs of carrying out the necessary work.

d) Costs of changing locks

These shall be determined on the basis of the actual costs of replacing locks at the locations specified in the policy and on safe-deposit boxes rented by the claimant.

e) Costs of reconstitution

The policy covers the costs incurred in the replacement of documents such as licences, passports, identity cards or their duplicates and credit cards and blocking costs.

2.3 Special matters

Loss minimisation costs shall also be compensated; where these costs and the compensation together exceed the sum insured, the costs shall only be compensated if the expenditure in question was incurred on the company's instructions. No compensation shall be paid in respect of work performed by the fire brigade, the police or any other parties whose duty it is to provide assistance.

If the General Conditions contain limits of compensation, the claimant shall be entitled to claim compensation only once per loss event, even if cover for this event is provided in various policies.

In the event of theft, the claimant must reimburse the compensation paid with regard to property which is subsequently recovered, less an amount for any depreciation in value, or must surrender the property to the company.

B3 When is the compensation reduced?

1. In the event of under-insurance

- a) If the sum insured is less than the replacement value of all household goods, the loss or damage shall be compensated based on the ratio of the sum insured to the replacement value (under-insurance), resulting in the amount of compensation being reduced accordingly. The same shall also apply to partial damage. This provision does not apply to monetary assets, personal belongings of visitors, damage to frozen food or costs, or in the event of simple theft outside the home.

In the event of loss or damage arising outside the home, both the items of property outside the home and those within the home shall be taken into consideration for the purposes of calculating the replacement value.

- b) The company shall waive its right of objection on the grounds of under-insurance provided that the under-insurance does not exceed a level of 10 %, subject to a maximum of CHF 20 000.–, and provided that the insurance contract includes automatic adjustment of the sum insured.

This waiver does not apply for insurance against natural hazards based on legal provisions.

2. On occurrence of natural events

- a) If, for all insurance companies licensed to operate in Switzerland and in the Principality of Liechtenstein, the amount of compensation from one insured event for a single policyholder exceeds CHF 25 million, the compensation shall be reduced to this amount. The compensation payable may be subject to a further reduction in accordance with the clause below.
- b) If, for all insurance companies licensed to operate in Switzerland and in the Principality of Liechtenstein, the amount of compensation from one insured event exceeds CHF 1 billion, the amount of compensation payable to the individual claimants shall be reduced such that the aggregate amount does not exceed this sum.

Compensation for damage to movable property and buildings shall not be aggregated.

Losses at different times and in different locations shall be treated as one event if they can be traced to the same atmospheric or technical cause.

3. On occurrence of earthquake damage

If the amounts of compensation payable by the company from one insured event exceed CHF 100 million, the amounts of compensation payable to the individual claimants shall be reduced such that the aggregate amount does not exceed this sum.

B4 What deductible is borne by the claimant?

In the event of a claim due to natural events, the claimant must pay the first CHF 500.– of the compensation.

In the event of the following claims, the claimant must pay the first CHF 200.– of the compensation:

- a) scorch damage
- b) damages to objects resulting from their exposure to heat or fire serving a useful purpose;
- c) theft (i.e. burglary, robbery and simple theft), unless a higher deductible has been agreed.

In the event of earthquake damage, the claimant shall bear a deductible of 10 % of the sum insured, to a maximum extent of CHF 500 000.–. In the context of external insurance, in the event of earthquakes, the claimant shall bear a deductible of 10 % of the maximum insured compensation.

B5 When is the deductible due?

The compensation shall be due and payable 30 days following receipt by the company of the documentation necessary to determine the extent of the damage and its obligation to pay benefits. Thirty days following the occurrence of the damage, a request for partial payment can be made for the amount deemed to be the minimum amount payable according to the current damage assessment.

The company's obligation to pay compensation shall be deferred if it is unable to determine or pay the compensation through the fault of the policyholder or claimant.

In particular, payment will be postponed

- while there is doubt about the entitlement of the claimant to receive payment;
- while a police or criminal investigation into the damage is being conducted and the investigation as it relates to the policyholder or claimant has yet to be concluded.

C. Home Assistance

Europ Assistance shall provide assistance at the policyholder's places of residence specified in the policy. It shall provide benefits to all persons insured under the household contents insurance.

The following benefits are only insured if the loss event occurs in Switzerland and in the Principality of Liechtenstein.

C1 What benefits are insured?

1. Assistance at the places of residence specified in the policy

- a) Referral service. On request, Europ Assistance shall provide the insured persons with contact details for tradesmen, insurance specialists and advisors on construction financing and mortgages.

- b) **Forwarding of information in emergencies.** At the request of the insured person, and within the context of the instructions received and transmission possibilities, Europ Assistance shall forward information to the insured person's family members or employer.

Within the context of the instructions received and transmission possibilities, Europ Assistance shall also forward information to the insured person from their family members or employer.

Europ Assistance shall not be held liable for loss or damage arising from the forwarding or non-forwarding of information.

- c) **Breakdown assistance – Key service.** In the event of loss or theft of keys to the insured person's home, or if the locking mechanism has been damaged due to a burglary, or if the locking system and any other security system are defective, Europ Assistance shall arrange and pay for a locksmith.

This benefit is limited to CHF 1000.– per event. The costs of the materials shall be borne by the policyholder.

- d) **Rectification of electrical faults.** In the event of a breakdown, short-circuit or failure of the electrical system in the policyholder's home, Europ Assistance shall arrange and pay for an electrician to carry out the necessary emergency measures. Electrical appliances and hi-fi systems are excluded.

This benefit shall be limited to CHF 1000.– per event. The costs of the materials shall be borne by the policyholder.

- e) **Rectification of sanitation and heating system faults.** In the event of a breakdown or failure of the sanitation, ventilation, air-conditioning or heating systems or in the event of blockages of water pipes in place at the insured location, Europ Assistance shall arrange and pay for a specialist in connection with the necessary emergency measures.

This benefit shall be limited to CHF 1000.– per event. The costs of the materials shall be borne by the policyholder.

- f) **Removal of bees', wasps' and hornets' nests.** In the event of bees', wasps' or hornets' nests at the insured person's home, Europ Assistance will arrange and pay for their removal by a specialist.

This service shall be limited to CHF 1000.– per event. Any damage found to have been caused by the presence of the nest shall not be covered.

- g) **Blocking service.** In the event of loss or theft of credit cards, debit cards, traveller's cheques or mobile phones, Europ Assistance shall help the policyholder contact the company issuing the card or the mobile service provider. Damages resulting from loss or theft are not covered.

2. Assistance following damage to a place of residence specified in the policy

If the insured person's place of residence has been damaged by fire, explosion, water damage, theft, vandalism, climate events or natural catastrophes, Europ Assistance shall provide the following benefits:

- a) **Immediate measures – involvement of specialists around the clock.** If damage due to an insured event occurs at the insured person's place of residence during his/her absence, Europ Assistance shall take the necessary immediate measures; in particular, it shall take care of the necessary formalities and the sealing off of the premises by specialists.

This benefit is limited to CHF 1000.– per insured event.

- b) **Return travel to the place of residence.** If the presence of the insured person is imperative due to the loss event, Europ Assistance shall organise and pay for return travel by train in a first-class compartment or by air in economy class and, if this is the only means of transport available, by taxi to the nearest train station.

However, this benefit shall only be provided if the insured person is at least 100 km away from the location where the loss or damage has occurred. The shortest route shall apply. Only additional travel costs shall be paid for. The insured person must return to Europ Assistance the original tickets which he/she was unable to use for return travel to the location where the loss or damage has occurred; Europ Assistance reserves the right to use the tickets for other purposes; the same applies to tickets which were provided by Europ Assistance for return travel but which were not used.

If the insured person has had to leave behind his/her motor vehicle due to curtailment of the trip, Europ Assistance shall organise and pay for travel by train in a first-class compartment or by air in economy class to the original travel destination in order that the insured person may collect the motor vehicle, provided that this destination is at least 100 km away from the location where the loss or damage has occurred. The shortest route shall apply.

- c) **Surveillance.** If, following an insured loss event, the place of residence must be monitored to protect against theft, Europ Assistance shall organise and pay for a surveillance service for a maximum of 48 hours after occurrence of the loss or damage.

- d) Accommodation.** If the insured person's place of residence has become uninhabitable due to an insured event, Europ Assistance shall organise and pay for accommodation in a hotel.

This benefit is guaranteed up to a maximum of CHF 200.– per night per inhabitant of the damaged place of residence for up to a maximum of five nights. Costs of meals and refreshments will not be covered.

- e) Transport and storage of furniture.** If the repair of a place of residence which has been damaged by an insured event requires the removal of the furniture, Europ Assistance shall organise and pay for the rental of a small van (driver's licence category B) which the insured person can use to remove the remaining items from the damaged place of residence.

This benefit is guaranteed within the framework of the local options available, subject to the conditions imposed by vehicle rental companies. It is limited to CHF 1 000.– per event.

If necessary, Europ Assistance shall organise storage of the furniture. The storage costs shall be borne by the insured person.

The total benefits in connection with the removal of furniture are limited to CHF 1 000.– per event.

- f) Move to temporary accommodation.** Europ Assistance shall assume the costs of moving the insured person and the persons who live with him/her in the same household to temporary accommodation, at a maximum distance of 50 km from the damaged place of residence. The shortest route shall apply.

It shall assume travel costs using public transport and, if this is the only means of transport available, by taxi to the nearest train station and from the train station to the temporary accommodation.

If the damaged place of residence is still uninhabitable 30 days after occurrence of the damage, Europ Assistance shall organise and pay for transportation of the furniture to the new place of residence within Switzerland, provided that this is at a maximum distance of 50 km from the damaged place of residence. The shortest route shall apply.

The benefits in connection with temporary housing are limited to CHF 3 000.– per event.

- g) Persons entitled to maintenance.** If the place of residence has become uninhabitable due to an insured event, Europ Assistance shall organise and pay for travel by a person residing in Switzerland to accompany those minors under the age of 16 living at the place of residence to the home of a relative in Switzerland. The same benefit shall be provided to the parents of the insured person who are in need of nursing care and who live at the insured person's place of residence.

The insured person may appoint the accompanying person; if necessary, Europ Assistance will provide a person.

The travel costs for the accompanying person which shall be borne by the company include travel to and from the nearest train station by taxi, and the costs of travel on public transport.

- h) Dogs and cats.** If the place of residence has become uninhabitable due to an insured event, Europ Assistance shall organise and pay for external accommodation of dogs and domestic cats if no relative is available to care for them, on the condition that these animals have had their mandatory vaccinations.

This benefit is limited to CHF 1 000.– per insured event.

- i) Purchase of essential items.** If toiletries and clothing belonging to the insured person and the persons living with him/her in the same household were destroyed in an insured event, Europ Assistance shall pay for the purchase of essential items, subject to provision of receipts, up to an amount of CHF 1 000.– per person covered by the insurance, on the condition that these purchases were made within two working days of the loss occurrence.

- j) Cash advance.** If the insured person's means of payment were destroyed in an insured event, Europ Assistance shall advance a maximum amount of CHF 2 000.–. Repayment of this amount is due three months after payment of the advance.

- k) Helpline for psychosocial support.** If, due to an insured event (e.g. burglary, fire, theft, vandalism), a policyholder needs support or advice related to his/her physical or psychological health, our medical staff will advise, accompany and support the policyholder, either directly or by directing him/her to a medical specialist.

This psychological health assistance is provided by our Health & Care Management service, which can be contacted on 043 843 11 42.

This benefit shall be limited to five calls per year and per policyholder.

Medical costs are not covered by this insurance policy.

3. Info Lines

a) **Travel Info Line.** Europ Assistance will provide the following information on request before departure:

- vaccinations and travel documents required;
- entry and customs formalities;
- currencies in use and the exchange rates applicable to them;
- the current political situation;
- contagious diseases, epidemics and infectious animal diseases.

b) **Animal Info Line.** Europ Assistance shall provide the following information on request:

- List of homes and refuges for animals, animal protection centres and associations
- List of veterinarians
- Companies specialising in dog training and dressage
- Pedigree
- Animal nutrition
- Advice on animal hygiene (e.g. grooming, parasites)
- Formalities involved in buying an animal (e.g. breeders, kennels, pricing)
- List of dog sitters
- Information on preparing to travel with an animal (vaccinations, documents, border formalities, infectious animal diseases).

This service is available only for pets. The cost of the provision of these services and advice of this nature shall be borne by the insured person. The services provided by Europ Assistance shall be limited to advice and information.

C2 When are coverage and liability excluded?

1. Europ Assistance shall not provide benefits

- for events which had already occurred at the time when the insurance contract was concluded;
- for events in connection with wars, riots, revolution, civil unrest or insurrection, if the insured person was actively involved in these events;
- for events in connection with the consumption of excess alcohol, or the misuse of drugs and medication;
- for events in connection with intentional criminal acts or misdemeanors or an attempt to commit such acts or misdemeanors;

– for measures which were not arranged by Generali or its Service Call Centre;

– for costs of work performed legally or contractually by persons performing national service, the fire brigade, the police and other parties whose duty it is to provide assistance.

2. Furthermore, Europ Assistance shall not be liable if benefits cannot be provided or can only be provided partially or subject to delay due to force majeure or events such as war and civil war, political instability, popular uprising, mutiny, terrorist attack, reprisals, restriction of the free movement of goods and persons, strike, explosion, natural catastrophe and nuclear fission.

D. Legal protection under contract law

The following provisions for legal protection shall apply in addition to the common legal protection provisions.

D1 Insured persons

Fortuna's legal protection benefits shall be provided for the policyholder and the persons living in the same household as the policyholder in accordance with the household contents insurance PRISMA Flex.

D2 Geographical scope

The insurance cover applies to legal cases for which the law requires that the place of jurisdiction be located in Switzerland and to which Swiss law applies. The Principality of Liechtenstein shall be considered equivalent to Switzerland.

D3 Insured amount

Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 250 000.– per legal case.

D4 Cover under contract law

The representation of legal interests in disputes arising from the following contractual relationships (exhaustive list) subject to Swiss private law is insured:

- a) Purchases, sales, exchanges, gifts
- b) Rental of movable property (excluding vehicles)
- c) Works agreement
- d) Leasing agreement
- e) Subscription contract
- f) Lending
- g) Package tour contract
- h) Accommodation contract

- i) Cleaning contract
- j) Education and training contract with private schools
- k) Telecommunications contract

D5 Cover restrictions

The insurance does not cover the representation of the insured persons' legal interests in the following branches of law:

- a) Matters that are not listed under D4.
- b) Disputes with Generali, Fortuna, its employees or persons engaged to defend the interests of the insured person.
- c) Disputes in relation to full or part-time self-employment.
- d) Disputes in connection with works agreements relating to new builds or conversions or other works agreements pertaining to a property, provided an official permit is required for individual work items or for all work items.
- e) Disputes in connection with contracts related to property or its use as well as ownership of land or mortgages.
- f) Disputes relating to the investment and management of assets.
- g) Disputes under corporate law as well as in connection with stakes in companies.
- h) Disputes in connection with legal transactions with a financial purpose (notably banking, stock exchange, forward, financial, investment and speculative transactions) and related to art objects and investments of any kind.
- i) Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or pertaining solely to the collection of debts.
- j) Disputes arising from legal transactions concerning motorised transport.
- k) Disputes among relatives as well as among persons insured under the same policy.
- l) Legal cases relating to defending against third-party claims for damages.
- m) Proceedings before courts of arbitration or proceedings before international or supranational courts.

PERSONAL LIABILITY INSURANCE

A. Scope of the insurance

A1 What is covered by the insurance?

1. Personal liability insurance protects the assets of the insured person against legal liability claims of third parties arising from loss or damage caused during the term of the contract. It includes:

- a) payment of justified claims;
- b) defence against unjustified claims.

2. In addition to legal liability, the company will cover additional claims pursuant to A7 paragraphs 3 and 10.

A2 What damages are insured?

The company shall provide insurance cover for claims made against the insured persons on the basis of legal liability provisions for:

- **personal injury**, i.e. death, injury or other damage to the health of third parties;
- **property damage**, i.e. destruction, damage or loss of property belonging to third parties;

– **financial loss** that may be traced to an insured event causing personal injury or property damage;

– **damage caused by animals**, i.e. death, injury or other damage to health as well as the loss of animals belonging to third parties;

Unless expressly stated in these terms and conditions, third parties are considered as anyone who is not directly associated with the policyholder pursuant to A3.

Where, because of an unforeseen event, the occurrence of an insured loss is imminent, **the insurance shall also cover** the costs incurred by an insured person in taking appropriate measures to avert a risk (loss prevention costs).

However, **the insurance does not cover** the costs of eliminating a dangerous situation (B1 paragraph 1) or the costs of loss prevention measures taken as a result of snowfall or ice formation.

A3 Who is insured?

Depending on the agreement reached:

1. Individual insurance

- a) the policyholder;
- b) children who are still minors and are temporarily living with the policyholder;
- c) employees and persons assisting within the premises for damages caused while fulfilling their contractual duties pursuant to A7 para. 18;
- d) other persons in a contractual employment relationship with the policyholder, while fulfilling their duties in connection with the management, maintenance and upkeep of the insured building (A7 para. 5.2).

Claims for indemnity or compensation by third parties on account of the services that they have provided to the insured parties listed under c) and d) shall be excluded from this cover;

- e) the owner of the land, if the insured person is the owner of an insured building (A7 para. 5.2), but not the land upon which the building is constructed (ground lease).

2. Family insurance

In addition to the persons listed above:

- a) the policyholder's spouse or a person living together with him/her;
- b) the children of the policyholder (including step-children and foster children) who are not gainfully employed and do not live with the policyholder in the same household, until they reach the age of 25. Students and apprentices are not considered persons who are gainfully employed (even if they have additional income);
- c) persons who are under the parental supervision of the policyholder, his/her spouse or persons living in the same household, even if the persons under supervision do not live in the same household as the policyholder;
- d) the other persons who live permanently in the same household as the policyholder.

3. The insurance shall only cover other persons if and insofar as they are expressly mentioned in one of the paragraphs below.

4. Senior citizens' insurance

If the policyholder reaches the age of 62 during the term of the contract, the corresponding premium discount shall be granted at the main premium payment date. The policyholder shall be responsible for notifying the company of this.

A4 What is the contingency cover?

1. Individual insurance

- a) If the policyholder marries or takes other persons into his/her household for a period of time, he/she must notify the company of this so that the contract may be adjusted to take account of the new circumstances.
- b) In this case, the individual insurance shall be converted to family insurance, and the new premium shall be owed from the date of marriage or the date when the other person or persons joined the household. Before the adjustment takes place, the contingency insurance shall apply for one year from the date of marriage or the date when the other person or persons joined the household. If the policyholder fails to notify the company of the change during this period, the insurance coverage for damages caused by other persons living permanently in the same household shall lapse on expiry of this period.

2. Family insurance

- a) If children who have come of age leave the policyholder's household, they shall continue to be covered within the scope of this contract for six months after their departure.
- b) If the policyholder becomes single, the company shall continue to provide coverage in the form of an individual insurance from the date of notification onwards, with a corresponding premium reduction.

A5 What benefits are provided by the company?

1. The benefits (including all ancillary benefits such as interest on the loss or damage, lawyers' fees, court costs and loss prevention costs etc.) are limited per loss event to the maximum insured sum specified in the policy at the time the loss or damage is caused.

2. If several claims can be traced back to the same cause, they shall be treated as a single loss event even if several persons are injured.

A6 When and where does the insurance coverage apply?

The insurance applies worldwide for damages caused within the term of the contract. However, it shall lapse at the end of the insurance year in which the policyholder transfers his/her place of residence abroad (with the exception of the Principality of Liechtenstein). For damages pursuant to A7 para. 19, the insurance coverage shall only apply in Europe, the whole of Turkey and the whole of the Russian Federation.

A7 In what capacity are you insured?

The insurance covers the legal liability of the insured person as a:

1. Private individual

arising from their behaviour in their everyday life;

2. Head of a family

- a) for loss or damage caused in private life by a person who lives within his/her household;
- b) under family insurance, the liability of a third party as the head of a family is also covered for damages caused by the policyholder's children who are still minors and cohabitants of the policyholder who are still minors, while they are temporarily living with this third party.

3. Person with impaired judgement

At the request of the policyholder, the company shall pay up to CHF 100 000.– per event for damages caused by children and cohabitants living in the same household as the policyholder who are incapable of sound judgement, even if there has been no breach of the duty of care in respect of supervising such persons. The requirement is that liability for damages would have existed on the basis of legal provisions if the person had been capable of sound judgement.

The insurance does not cover rights of recourse and compensatory claims of third parties for services rendered to the injured parties.

4. Foster children

The insurance covers third party claims for damages which are caused by foster children and children being cared for during the daytime who are temporarily living with the policyholder.

The insurance does not cover claims made by the policyholder or claims made by an insured person, or rights of recourse and compensatory claims of third parties for services rendered to injured parties.

5. Tenant or owner of buildings and premises

Depending on the agreement reached:

5.1 Tenant of buildings and premises

- a) Tenant of an apartment, a room or a single-family house, or of a hobby and storage room, if these premises are lived in or used by the policyholder.
- b) The insurance also covers liability for damage to the rented object itself and to the associated installed equipment, as well as to parts of the building, premises, installations and equipment used communally, and liability for the share of damages to be borne by the insured person pursuant to their tenancy agreement in the event of damage to parts of the building, premises, installations and equipment used communally by all building residents if the person who caused such damage cannot be found.

The insurance does not cover damage to movable property hired as part of the tenancy.

- c) If several people join together to form a residential community within the same household and if only one resident has concluded an individual insurance, the loss or damage shall only be compensated based on the ratio of the policyholder to the total number of residents.

5.2 Home owner

- a) Owner of owner-occupied residential property with a maximum of three apartments (excluding commercial premises), including the associated installations and equipment and the associated land and private access roads;
- b) Landlord of a maximum of three rooms or two apartments and a single-family holiday home.
- c) The insurance also covers liability for damages caused by tank installations and similar containers, and installations for extracting solar, geothermal or groundwater heat, insofar as these installations solely serve the insured building.

Damage caused by tank installations is deemed to be damage in connection with installations in which substances which are damaging to the soil and watercourses (such as liquid combustibles and fuels, acids, bases and other chemicals) are stored or transported.

The insured person is obliged to ensure that the tank installations are professionally maintained and kept in service. Any necessary repairs to such installations must be carried out without delay and the entire installation must be professionally cleaned and maintained at the intervals prescribed.

The insurance does not cover the costs of finding leaks, emptying and refilling installations, or conducting repairs and alterations to the installations.

The above provisions shall also apply correspondingly to installations which use solar, geothermal or groundwater heat for heating purposes or to generate hot water.

6. Tenant or owner of single-family holiday home

Tenant or owner of a single-family holiday home or a holiday apartment and a mobile home or a non-registered caravan with a permanent pitch. The insurance also covers liability for damage to the rented object itself and to the associated installed equipment and tank installations.

The insurance also covers damage to hired movable property in hotel rooms, holiday apartments and guesthouses.

7. Condominium owner or co-owner

- a) The insurance covers only that part of the compensation which exceeds the guarantee sum specified in the liability insurance concluded by the group of condominium owners or co-owners (supplementary insurance).

If no such insurance exists, the cover provided under this contract shall also lapse.

- b) For claims made by the condominium association, the insurance does not cover that part of the loss or damage which corresponds to the ownership share of the insured person pursuant to the deed of establishment.

8. Keeper of domesticated animals

Keeper of animals such as horses, dogs, cats, sheep, goats and other common domesticated animals, or a keeper of bees, provided such animals are not used for commercial purposes (subject to A8 para. 5).

In their capacity as a keeper of animals, the insurance shall also cover persons who temporarily take care of the domesticated animal of an insured person, and for whom this is not a professional occupation.

The insurance also covers claims for damages by the person taking care of the animal.

Even in the absence of third-party liability, damage up to CHF 2000.– per event shall also be covered where it:

- is caused by these animals;

- is caused by these animals to a person taking care of them on a temporary and non-professional basis.

9. Person responsible for entrusted items

The insurance also covers liability for damage to goods held on behalf of others, i.e. for loss or damage:

- to items of property which an insured person has assumed for their use, safekeeping, transportation or any other reason, subject to A7 para. 5.1;
- to property as a result of an activity which an insured person has carried out or failed to carry out on or with such property.

In addition to the limitations of coverage pursuant to A9, the following **are excluded**:

- damage to motor vehicles (including trailers and caravans) and aircraft (including hang-gliders) and to boats, ships and windsurfers (subject to A8 para. 1). The insurance, does, however cover damage to motorcycles; damage to ride-on lawnmowers and garden tractors similar to these shall be covered provided that their maximum speed does not exceed 25 kph and they are not subject to mandatory liability insurance.
- damage to horses and to their tack or associated equipment (subject to A8 para. 7);
- claims arising from the destruction, damage or loss of precious objects or valuables (jewellery, watches, furs, works of art, etc., for which the amount required for replacement at the time of the claim is greater than CHF 2000.–), collector's items, cash, securities, documents, plans and technical drawings, as well as software or computer data;

- damage to items of property upon which an insured person is performing an activity in exchange for remuneration or which he/she has assumed in the capacity of his/her main, secondary or part-time occupation;

- damage to items of property acquired on the basis of a hire purchase agreement or subject to reservation of title.

10. Host

for damage to visitors' property, even if the insured person is not liable for the loss event in accordance with the legal provisions.

- a) Within the scope of the other contractual provisions, the insurance covers damage to items of property which guests of the insured person are carrying on or with them, insofar as the loss or damage is caused involuntarily by sudden, violent external means.

The company's benefits are limited to CHF 2000.– per loss event.

- b) Guests are deemed to be persons who are authorised to be present in the rooms, apartments or buildings inhabited by the insured person (including the surrounding area).
- c) The following are not deemed to be guests:
- tradesmen, suppliers and other persons who are present in order to perform contractual or commercial duties;
 - tenants or sub-tenants of rooms, apartments and buildings belonging to the insured persons;
 - all persons listed under A3.

11. Keeper and user of bicycles, motorcycles or similar vehicles deemed equivalent to bicycles with respect to liability and insurance

a) Vehicles not required by law to have liability insurance

Claims for all damage sustained are covered.

- b) **Vehicles required by law to have liability insurance**
Insurance will cover only that part of the claim exceeding the total guaranteed by the insurance required by law (supplementary insurance). Where a form of insurance prescribed by law has not been concluded or where the driver of the vehicle is not in possession of a driving licence as required by law, no claim shall be covered.

12. Keeper and user of watercraft

The insurance covers the liability of keepers and users of watercraft which are not machine-driven, sailing boats without an engine whose sail area does not exceed 15 m², and surfboards.

13. Sportsperson

excluding:

hunting and hunting events (subject to A8 para. 3);
– professional sports;

– aviation (including parachuting and hang-gliding);

– motorsport.

This cover shall also extend to compensation not exceeding CHF 2 000.– per event for material damage caused where the person engaged in the sport bears no liability.

14. Member of the Swiss army, Swiss civil defense service or public fire brigade and person performing civil service

provided that this activity is not performed professionally or during acts of war, civil unrest and riots. The insurance does not cover damage to professional equipment.

15. Marksman and person in possession of firearms

excluding hunting, game keeping, game protection and hunting events (subject to A8 para. 3).

16. Principal

for alteration and repair work (excluding excavation and foundation work), insofar as these works do not exceed the total construction amount of CHF 100 000.–.

17. Owner, tenant or lessee of undeveloped plots of land

which are not used for commercial purposes (e.g. garden or allotment land).

18. Employer

for damages caused by private domestic personnel (including assistants) employed in the policyholder's household, as well as any other person connected to the policyholder by way of an employment contract, in the fulfilment of their duties for the household (A7. para. 5.2)

19. Independant professional

for damages arising exclusively from the activities of the independant professional listed below as well as those arising on the business premises used for these activities.

The activities of the independant professional covered by the policy are: nannies, babysitters, day-care centres, nurseries and kindergartens, teachers, actors, writers, musicians, sport instructors, ski instructors, crystal collectors, hairdressers, photographers, beauticians (excluding laser and permanent make-up), operators of manicure, pedicure and nail salons or managers of such facilities in private households. The list is valid for both female and male professionals.

Risk activities, as defined in the federal law and ordinance on mountain guides and organisers of other risk activities are excluded.

The activities of independant professionals are insured up to a maximum annual revenue of CHF 25 000.–. If this amount is exceeded, the private civil liability insurance shall not guarantee any cover.

In the event of a claim the insured person must be able to prove the annual revenue, for example by means of a tax return.

The insurance does not cover claims for damages to items of property made available to the insured person for their use, processing, safekeeping, transportation or any other reason.

20. Passenger in third-party motor vehicles

The insurance coverage extends to claims made against the insured persons as a passenger or legally required person accompanying a learner driver, for the following:

- a) the legal liability of the insured persons, insofar as the liability is not covered by the liability insurance concluded for the vehicle in question and valid at the time of the loss event;
- b) payment of the additional premium resulting from actual downgrading in the premium scale (loss of bonus) under the liability insurance concluded for the vehicle in question, up to a maximum of 200 % of the gross annual premium.

Payment of the additional premiums shall lapse if the company reimburses the motor vehicle liability insurer for the cost of the claim.

- c) The insurance also covers claims for damages caused by an insured person as a passenger to a third-party motor vehicle which is used by him/her. If the damages have already been compensated under accidental damage insurance, the company shall only pay any deductible due and the additional premium resulting from downgrading in the premium scale (loss of bonus).

A8 What is insured only by special agreement?

1. Drivers of third-party motor vehicles

The insurance cover extends to the insured person's liability as the driver of passenger cars and delivery vehicles up to 3.5 t total weight, their trailers and motorcycles belonging to third parties.

The insurance covers liability in the event of occasional – limited to a maximum of 21 days, either consecutive or not, per calendar year – and non-regular use of the stated motor vehicles for:

- a) claims against an insured person as the driver of third-party motor vehicles, insofar as the liability is not covered by the liability insurance concluded for the vehicle in question and applicable at the time of the loss event;

- b) payment of the additional premium resulting from actual downgrading in the premium scale (loss of bonus) under the liability insurance concluded for the vehicle in question, up to a maximum of 200 % of the gross annual premium. Payment of the additional premiums shall lapse if the company reimburses the motor vehicle insurer for the cost of the claim.

Loss of bonus shall be calculated by reference to the number of years of insurance required from the date of the claim for the premium level prior to the accident to be regained, assuming the bonus is not affected by any other claim during this period, and neither the premium nor the bonus system are changed. Deductibles up to the amount of CHF 1 000.– shall also be covered, with the exception of deductibles where the driver is not the holder of a full Swiss driving licence.

- c) The insurance covers collision damage to the actual vehicle used. Collision damage is deemed to be damage arising involuntarily as a result of a sudden violent event with an external cause.
- d) If there is an accidental damage insurance policy for the vehicle in question, the company shall pay only any contractual deductible which the accidental damage insurer may charge the policyholder, and also any additional premium resulting from the subsequent actual downgrading in the premium scale (loss of bonus insurance) on the assumption that, during the calculation period, no further loss will affect the bonus and no further change will be made to the premium or the bonus system. Payment of the additional premiums shall lapse if the company reimburses the comprehensive insurer for the cost of the claim.

Loss of bonus shall be calculated by reference to the number of years of insurance required from the date of the claim for the premium level prior to the accident to be regained, assuming the bonus is not affected by any other claim during this period, and neither the premium nor the bonus system are changed.

- e) In the event of damage to vehicles used, the insured person shall pay the first CHF 500.– per event.

The insurance does not cover:

- f) damage to rented vehicles and to vehicles which are used regularly or for commercial purposes;
- g) damage to vehicles made available to an insured person:
 - in connection with their main or secondary occupation,
 - by their employer or principal,
 - by another insured person pursuant to A3;
- h) damage to a vehicle in exchange for the insured person's own vehicle for use;

- i) claims arising from use of a vehicle in violation of legal or official regulations, or arising from journeys which are not permitted;
- j) claims arising from accidents occurring during trips on racetracks or road surfaces designed for such purposes, as well as in participation in training runs or off-road competitions or when taking a driving course. Any damages occurring in Switzerland during driving courses prescribed by law and given by licensed instructors are, however, covered;
- k) rights of recourse and compensatory claims under the insurance concluded for the vehicle in question.
- l) Caravans and vehicles being pushed or towed.

2. Waiver of right to reduce insurance benefits

The company shall waive its right to invoke Art. 14 of the Swiss Federal Insurance Contracts Act (VVG) and reduce benefits if the loss event is caused through gross negligence, unless the insured person has caused the loss or damage under the influence of alcohol or drugs or as a result of the misuse of medication.

3. Huntsmen

The insurance covers the legal liability of the persons designated by name as huntsmen, game tenants, armed guest hunters, gamekeepers, game helpers, game managers, participants in hunting events and persons in charge of enforcing hunting laws.

The minimum sum insured shall be the legally prescribed guarantee sum, provided this is higher than the guarantee sum agreed in the contract.

The insurance does not cover claims for damages to game and open fields, as well as damages arising from the infringement of legal or official regulations regarding hunting and wildlife protection.

4. Keepers of model aircraft

The insurance covers the legal liability of the persons designated by name as keepers and operators of model aircraft with a weight of 0.5 to 30 kg within the context of the Swiss Ordinance on Aircraft of Special Categories (VLK) of 24 November 1994.

The insurance does not cover claims for damages:

- to model aircraft and the materials used for their operation;
- due to non-compliance with official or legal flight restrictions;
- arising from the use of model aircraft by insured persons who do not possess the required licenses and permits.

5. Keepers of wild animals

Wild animals are deemed to be all animals which are not categorised as domestic pets pursuant to A7 para. 8, such as big cats, reptiles etc.

6. Keepers or owners of racehorses

without their own stable.

The insurance does not cover claims for damages:

- to the horses themselves,
- to open fields and gardens,
- made by fellow competitors during horse-riding events, including associated training.

7. Hirers or borrowers of horses

For damages arising from an accident (death, depreciation, veterinary costs and commercial loss in the event of temporary loss of service) to horses which are hired, borrowed, temporarily kept or ridden on behalf of the owner, and to their tack or driving equipment.

- a) The benefits are limited to the sum insured per loss event which is specially agreed upon for this type of coverage.
- b) Cover shall also extend to internal tests during riding courses or at riding schools, to equestrian competitions and horse races, including training runs.
- c) The insured person shall bear a deductible of CHF 500.– per loss event.

A9 In what cases does the insurance coverage not apply?

The insurance does not cover claims:

- a) for damage affecting an insured person (see A3) or another person living in the same household with him/her, and for damage to property belonging to such persons (with the exception of property belonging to employees and assistants of an insured person pursuant to A3 para. 1 c) and d));
- b) arising from the performance of a main occupation (subject to A7 para. 19) or the running of an agricultural estate or company;
- c) for damage caused deliberately or in the event of voluntary participation in crimes or offences, and for damage to property which an insured person has taken possession of temporarily or permanently without the right to do so;
- d) on the basis of contractually assumed liability exceeding that prescribed by law, and in the event of non-compliance with legal or contractual insurance obligations;
- e) a) as the keeper of, or by reason of the use of, motor vehicles, their trailers or towed vehicles, where liability insurance is required to be concluded under Swiss road traffic legislation or which are, or are required to be, registered abroad (subject to A8 ch. 1):

Damage resulting from the use of ride-on lawnmowers and of garden tractors similar to these shall nevertheless be covered, provided that their maximum speed does not exceed 25 km/hr and they are not subject to mandatory liability insurance.

- f) arising from the person's liability as the keeper of and from the use of aircraft of all types, for which liability insurance must be concluded under Swiss legislation or which are, or are required to be registered abroad (subject to A8 para. 4);
- g) arising from the person's liability as the keeper of and from the use of watercraft of all types, for which liability insurance must be concluded under Swiss legislation or which are registered abroad;
- h) for damage to aircraft and watercraft (including hanggliders and surfboards) and to motor vehicles which an insured person has assumed for use or is taking care of (subject to A8 para. 1). The insurance does, however, cover damage to motorcycles;
- i) for damage due to wear and tear (e.g. to walls, ceilings, wallpaper, paintwork etc.) and other damage caused by gradual effects;
- j) for damage which could have been expected to occur with a high degree of likelihood or was taken into account;
- k) for damage to hired or borrowed riding or draught animals (subject to A8 para. 7);
- l) for damage to property upon or with which an insured person is performing an activity in the capacity of their main or secondary occupation or any other activity in exchange for remuneration;
- m) arising from the person's liability as a facility owner (subject to A7 para. 5.2);
- n) arising from the person's liability as a principal (subject to A7 para. 16);
- o) for damage caused by ionising radiation or by the use of laser or maser beams;
- p) in connection with the transmission of infectious diseases;
- q) arising from the loss or damage of data and programs (software);
- r) for loss prevention costs (subject to A2);
- s) for damage in connection with asbestos, chlorohydrocarbons (CHC), chlorofluorocarbons (CFC) or urea formaldehyde.

B. Claims

B1 What obligations are incumbent upon insured persons?

1. The insured persons are obliged to eliminate any risk which could cause damage and which the company has requested should be eliminated, within an appropriate period of time and at their own cost.

2. If an insured person breaches the obligations incumbent upon him/her as a result of this contract (e.g. A7 para. 5.2 c)), the obligation to provide said person with the insurance benefits shall lapse. This disadvantage shall not apply where the circumstances are such that the breach of obligations may be deemed to be without fault, or where the loss would have occurred even if the obligation had been fulfilled.

B2 What must be done in the event of a loss?

1. If a loss event occurs, whose consequences are likely to affect the insurance, or if liability claims are made against an insured person, the policyholder is obliged to notify the company without delay. If the event causes the death of a person, the company must be notified of this within 24 hours.

2. If police or criminal proceedings are instituted against an insured person as a result of an event that could affect the insurance, the insured person is obliged to notify the company immediately. The company reserves the right to arrange a lawyer for the defence of the insured person.

B3 What should be considered in the event of a claim?

1. The company shall assume claims handling insofar as the claims exceed the agreed deductible. It shall conduct negotiations with the injured parties at its own cost. In this respect, the company is the representative of the insured person, and its settlement of the injured parties' claims is binding on the insured person.

2. The insured person is obliged to refrain from direct negotiations with the injured parties or their representatives about claims for compensation, any acknowledgement of a claim, conclusion of a settlement and provision of compensation without the agreement of the company. In addition, the insured person is not entitled to assign claims to injured parties or third parties under this insurance without the prior agreement of the company. Furthermore, and without being requested to do so, the insured person must provide the company with all other information pertaining to the case and the steps taken by the injured parties, submit to the company without delay all items of evidence and written documents relating to this matter (including in particular legal documents such as summonses, legal briefs, judgments, etc., and assist the company wherever possible in the settlement of the claim (contractual fidelity).

3. As a rule, the company shall pay the compensation directly to the injured parties; if no deductible is applied, the insured person must refund this amount to the company with no objections.

4. If no understanding can be reached with the injured parties, and if the latter opts for litigation, the company shall conduct the lawsuit at its own cost. Any reimbursement of litigation costs awarded to the insured party shall be due to the company, provided that this is not intended to cover the personal expenditure of the insured party.

C. Legal protection under criminal law

The following provisions for legal protection shall apply in addition to the common legal protection provisions.

C1 Insured persons

Fortuna's legal protection benefits shall be provided for insured persons in their capacity as homeowner (Art. 7 Abs. 5.2) or owner of a holiday home (Art. 7 Abs. 6).

C2 Geographical scope

The insurance cover applies to legal cases for which the law requires that the place of jurisdiction be located in Switzerland and to which Swiss law applies. The Principality of Liechtenstein shall be considered equivalent to Switzerland.

C3 Insured amount

Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 250 000.– per legal case.

C4 Cover under criminal law

The insurance cover applies to the defence of legal interests in criminal or disciplinary proceedings against the insured person as a result of an insured event due to negligent physical injury or property damage caused by a building or plot of land belonging to the insured person.

C5 Cover restrictions

The insurance does not cover the representation of the insured persons' legal interests in the following branches of law:

- a) Matters that are not listed under C4.
- b) Disputes with Generali, Fortuna, its employees or persons engaged to defend the interests of the insured person.
- c) Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts.
- d) Disputes among relatives as well as among persons insured under the same policy.
- e) Legal cases relating to defending against third-party claims for damages.
- f) Disputes in relation to penal provisions not governed by the Criminal Code;

- g) Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof of which the insured person is accused.
- h) Disputes in connection with wars or warlike events, terrorist events, violations of neutrality, riots, strikes and unrest of all kinds.
- i) Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters.
- j) Proceedings before courts of arbitration or proceedings before international or supranational courts.

IT ASSISTANCE

Europ Assistance shall provide the policy holder and anyone living under the same roof with the services which are listed below under section A. The company shall make available to the caller 24 hours a day and 365 days a year contact persons who can offer assistance and support with non-commercial information technology.

When a reference is made to the policyholder, the insured persons are equally concerned.

A. Service overview

The following services are covered by IT Assistance:

- IT remote support
- Online data backup
- Cyber security

B. Definitions

B1. Services

The services are those which Europ Assistance provides for non-commercial information technology (IT Assistance) and which are described in further detail in section E below.

A contact person is available to the policy holder to provide support and assistance with non-commercial information technology so that by working together solutions can be found for everyday problems that occur with hardware and software and to guarantee that the hardware and software are safely operated. However, Europ Assistance cannot make any promises regarding this, nor can it guarantee that for every problem a successful solution can be found using IT Assistance. Should a solution not be delivered within a reasonable time frame, Europ Assistance may recommend a suitable specialist firm, which if need be can offer a way of resolving the problem at the policy holder's expense.

The services are provided using a telephone hotline, email or through a remote session. Should direct interaction with the policy holder's hardware be necessary, it is possible to set up a connection to the policy holder's hardware over the internet (remote session).

B2. Hardware

For the purposes of these terms and conditions, hardware is understood as devices which the policy holder owns, which were developed for private use at home, such as in particular personal computers (PC), laptops, scanners, printers, tablets, mobile telephones and network routers, as well as consumer electronics, for example, DVD recorders, digital cameras, games consoles and television sets.

B3. Software

Software is understood to cover those standard programmes and applications which are typically developed for private use at home or which are required in order to operate hardware.

B4. Use of these services

Use of the services arises whenever the policy holder requires assistance and support with everyday (non-commercial) dealings with hardware and software.

C. Validity

Services are provided for cases which occur during a valid insurance contract's period and which are notified to Europ Assistance within this period. No services shall be provided for cases which arise, were known or could have been known before the effective date of the policy.

D. Data Protection

In accordance with the Federal Law on Data Protection (Loi fédérale sur la Protection des Données LPD/DSG), Europ Assistance undertakes to maintain data confidentiality and all other obligations of confidentiality which apply to insurers and shall ensure that its employees and external service providers are also obliged to comply with these regulations, and this once they are no longer employed by Europ Assistance.

Europ Assistance declares as legally binding that under the Federal Law on Data Protection it has taken sufficient security measures to prevent improper use or unauthorised access by third parties of all data which the policy holder has entrusted to it and any other data and information which has become known to Europ Assistance and its external service providers.

The data which is provided shall be used solely for the provision of the services. Europ Assistance is prohibited from using the data for its own purposes, there is no separate transmission and only secured connections shall be used to provide these services. Only the policy holder is able to access data which is processed under the online data backup service.

The policy holder acknowledges that for reasons of quality assurance remote sessions and email exchanges may be recorded in compliance with legal provisions.

E. Services

E1. IT remote support (help via telephone, email or a remote session)

E1.1. Conditions for using the services

Before the policy holder's hardware is accessed remotely, the policy holder must make backup copies on a separate external data carrier of any data and software stored on the device. Liability for loss of data is not accepted. Since in many cases it is necessary to have the original software in order to deliver the services, should the policy holder wish to use these services, he is obliged to have this available and also to possess the manufacturer's required licence.

E1.2 Object of the services

By using these services, the policy holder can be put in contact with a qualified expert from Europ Assistance or from an external service provider by telephone, email or a remote session in order to receive support when dealing with hardware and software, for example, when installing a printer or for system updates etc. The experts will work with the policy holder to try and find a solution to the problem.

E1.3 Scope of application for this service

The experts from Europ Assistance and external service providers have been trained using the latest generation of the most common hardware and software products. However, Europ Assistance cannot make any promises in this regard, nor can it guarantee that by providing its services the problem will be successfully resolved.

E1.4 Services which are included:

- a) Assistance and support with everyday use of hardware and software
- b) Removal of malware (viruses, spyware, etc.)
- c) Installing and uninstalling software, updates or service packs
- d) General consultancy for hardware and software, internet and peripheral devices
- e) Configuring operating systems and applications
- f) Installing & configuring new hardware and peripheral devices (printers, scanners, etc.)
- g) Data recovery after data loss.

E2. Online backup service

E2.1. Object of this service

This service enables the policy holder to install, operate and manage an online backup programme with Europ Assistance's qualified experts.

E2.2. Scope of application for this service

- a) Providing help when registering for online access to the data backup programme
- b) Installation of the software required for the backup service
- c) Providing advice about and setting up a backup strategy, with particular focus on the data to be protected
- d) Configuring the software for carrying out online data backups
- e) Support should any abusive use of credit cards occur
- f) Support should any abusive use of personal authentication occur.

E2.3. Deleting the backup system once the contract ends

In the event of termination or expiration of the contract, the files stored by Europ Assistance shall be deleted within four (4) weeks. The policyholder is required to make backup copies as appropriate.

E3. Cyber Security

E3.1 Object of the service

With this cyber security service Europ Assistance assists the policy holder in dealing with the general hazards of using the internet, such as for example, cyber mobbing and cyber crime.

Cyber crime involves the misuse with fraudulent intent by a third person of personal authentication data (for example identification codes), such as for example intercepting pass words or login details ("phishing") or identity theft.

Cyber mobbing involves attacks on an individual's personality through insults, libel and slander, which third parties using electronic media are able to identify, such as for example, disparaging comments posted on social networks.

Europ Assistance provides qualified experts to guide and support in assessing potential cyber risks and advice further steps which the policy holder might be able to take (such as for example deleting profiles, accounts, data or photos, blocking access, changing pass words or login details etc.).

Should it be necessary to initiate legal proceedings, Europ Assistance can arrange legal advice and can help provide a legal specialist. Legal advice is restricted to a maximum of one hour per calendar year and can be given by a legal expert either over the telephone, or in writing or at their premises. Legal advice given by the recommended legal specialist will be subject to their normal business and response times.

The cost of the measures advocated by Europ Assistance must be borne by the policyholder.

F. General Liability Provisions

Europ Assistance does not assume any liability for damages of any kind whatsoever (including data loss) which occur due to a faulty operation of the hardware or software by the policy holder which is beyond the insurer's control.

Before making any use of these services the policyholder shall ensure that current data has been backed up. Europ Assistance's liability is excluded for any damages which could have been prevented had the data been backed up.

Europ Assistance does not assume any guarantee, warranty or liability for the functionality of any hardware and software that may need to be installed. It should be noted that Europ Assistance does not make available, offer or in any other way market any software. Any contract to purchase software (in particular licence agreements) is entered into solely by the policy holder and the manufacturer.

Only the policy holder can access the data which is used or backed up using the online data backup service. Europ Assistance cannot access this backed up data or any of the policy holder's user name or login data. The policy holder is responsible for safely storing data used for accessing the online backup service and Europ Assistance does not assume any liability in this regard.

Europ Assistance does not assume any warranty or liability as to whether the data earmarked for backup is available in the online backup service. The policy holder shall be responsible for monitoring whether online backups are correctly carried out. Europ Assistance shall not assume any liability whatsoever for data loss or corruption arising from inappropriate use of the online backup service or for any eventual damages due to causes which lie beyond Europ Assistance's control.

G. General Requirements and Restrictions for the Provision of Services

Services shall not be provided if they are connected with the policyholder's or the insured person's commercial activity. Provision of services is excluded for hardware and software used for commercial purposes, as well as for server applications and server operating systems. The services are provided solely for currently available hardware and software which have been developed for private use at home. Individual or customised software solutions, such as the expansion of office products, are not supported.

The provision of these services is subject to the hardware and software user manuals being available in German, French, Italian or English or being downloadable from the internet.

While delivering the services, Europ Assistance shall endeavour to resolve these together with the policy holder. Should a solution prove impossible, at the policy holder's request Europ Assistance shall name an external provider which can be entrusted with finding a solution at the policy holder's expense. However, Europ Assistance cannot make any promises with regard to this, nor can it guarantee that by using IT Assistance a successful solution can be found for every problem.

The policy holder may make use of the services up to 12 times a year. Assistance benefits are recognised for each reason for assistance, even if several reasons are included under a single request for assistance.

It is not possible to provide these services on site.

Use of the services is excluded in all cases for causes known before the effective date of the policy, for misuse or deliberate incorrect use of the hardware and software or whenever the hardware and software is used intentionally in a way or for a purpose for which it was not intended.

The policy shall ensure that backup copies of current data are made on a separate external data carrier before using the services.

The policy holder shall ensure that it has available and can access all the requisite software licences as these are generally required for the services to be provided. Should the policy holder fail to have a licence, Europ Assistance shall help the policy holder to purchase a licence from the manufacturer concerned. Excluded is the provision of services for software that has been illegally acquired (without a licence).

H. Duty of disclosure

If while providing these services facts come to light which might constitute a criminal offence, Europ Assistance may report these to the authorities.

LUGGAGE INSURANCE

A. Scope of the insurance

A1 What property is insured?

1. The insurance covers:

Household contents (see definition below) which the policyholder and the persons living with him/her in the same household take with them for personal use on a journey or entrust to a transport company for transportation, and costs caused directly by loss or damage.

Household contents: This includes all movable property for private use owned by the policyholder and persons living with him/her in the same household. Household contents also include temporary structures, leased or rented objects, professional equipment, personal belongings of visitors and items of property entrusted to the policyholder.

2. The insurance does not cover:

- a) motor vehicles, trailers, motorcycles, caravans, mobile homes, including any accessories;
- b) watercraft for which mandatory liability insurance is required, as well as those that are not taken home regularly after use, including any accessories;
- c) aircraft that must be entered in the aircraft register;
- d) property that is or must be insured with a cantonal insurance office;
- e) valuables for which special insurance exists. This clause shall not apply if the insurance referred to here contains a clause to the same effect;

- f) monetary assets, i.e. money, securities, savings books, precious metals (in the form of stocks, bars or merchandise), coins and medals, loose precious stones and pearls;
- g) vehicles (bicycles, boats, pushchairs etc.) and sporting equipment (surfboards, skis with accessories etc.) during their use.

A2 Where does the insurance coverage apply?

Worldwide. However, it shall not apply:

- a) within the normal apartment, in hallways or areas within the residential site (e.g. housing development);
- b) for luggage which is permanently kept outside the place of residence (e.g. in a second home, boat, mobile home);
- c) on the way to and from the normal place of work.

A3 What risks and damages are insured?

1. The insurance covers:

household contents against all risks, subject to the clauses below.

2. The insurance does not cover:

- a) risks which may be insured under Household Contents Insurance concluded with the company;

- b) loss or damage arising from acts of war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, and also from earthquakes, volcanic eruptions or changes in the atomic nucleus structure, unless the policyholder can prove that the loss or damage is not connected to these events;
- c) loss or damage caused by natural wear and tear, vermin, the actual nature of the property, and the effects of temperature and weather.
- d) loss or damage resulting from the property being left behind, mislaid or lost by the policyholder.

A4 What benefits are insured?

a) In the event of damage

The company shall pay the costs of repairing the damaged objects, but at most the replacement value, i.e. the amount required for replacement with a new article at the time of the loss. The residual value will be deducted from the compensation. Sentimental value shall not be taken into account.

b) In the event of misplacement or total loss

the company shall pay at most the replacement value specified under Art. A4 a).

c) Costs

the company shall pay the costs caused directly by the loss or damage up to 10 % of the sum insured, but at most CHF 500.—.

d) Misdirected luggage

Costs for purchasing items that are absolutely necessary in case of delay in delivery of luggage by the transported company.

e) Maximum compensation

Compensation is limited to the sum insured plus any costs pursuant to Art. A4 c) above.

B. Claims

B1 What must be done in the event of a claim?

In the event of loss or damage, the policyholder is obliged:

- a) to have the cause and extent of the damage determined and certified by the travel company or hotel management, the transport company, the police or the third party responsible;
- b) to notify the company of the loss or damage immediately;
- c) to provide the company with all information and documentation needed to process the claim, such as certification of the loss, police reports, invoices, guarantees, proofs of sale, receipts as evidence of value etc;
- d) to enable recovery from third parties (e.g. transport company) if the loss or damage was caused or aggravated by a third party; the policyholder must assign his/her claims to the company up to the amount of the compensation received and provide evidence that may assist in the pursuit of such claims.

PERSONAL VALUABLES INSURANCE

A. Scope of the insurance

A1 What property is insured?

The insurance covers the items of property specified in the policy which are owned by the policyholder and persons living with him/her in the same household.

A2 Where does the insurance coverage apply?

The insurance shall apply:

- a) to jewellery, watches, furs, musical instruments and photographic/film equipment:
 - at the policyholder's place of residence specified in the policy and located in Switzerland or in the Principality of Liechtenstein, or in a bank safe; for furs which are put into storage for the summer, liability also extends to the storage facility in Switzerland or in the Principality of Liechtenstein;

– during temporary stays outside the place of residence and for travel worldwide for a maximum of 24 months (see also Art. A4);

- b) for paintings and works of art at the location in Switzerland or in the Principality of Liechtenstein specified in the policy;
- c) in the event of a change of residence in Switzerland and in the Principality of Liechtenstein, during the move and at the new place of residence. The company must be notified of any change of residence within 30 days. The company shall be entitled to terminate the insurance contract within 14 days of receiving this notice. The insurance cover shall expire four weeks after notice of termination is received by the policyholder. If the policyholder moves abroad or takes up residence in a hotel as a permanent resident, the insurance cover shall expire on the date when the notice of termination is received by the policyholder.

A3 What risks and damages are insured?

1. The insurance covers loss or damage caused by theft, robbery, loss, misplacement, destruction or damage.

2. The insurance does not cover:

- a) theft of jewellery and watches from inside a motor vehicle, trailer, caravan, mobile home, motor boat or sailing boat, or aircraft, even if securely locked;
- b) loss of, or damage to insured items arising while they are entrusted to a third party for transportation or in the event of a change of residence;
- c) loss or damage as a result of destruction or damage caused by cleaning, restoration or renewal of the insured items by a third party;
- d) loss or damage caused by wear and tear, and damage arising from gradual effects, as well as wear and tear or breakage to the mechanism or glass of clocks and watches;
- e) loss or damage arising from the effects of light, chemical or climatic influences, changes to the color of paintings or furs, damage to the finish on musical instruments;
- f) damage to live electrical and electronic musical instruments and photographic/film equipment caused by the effect of the electrical energy itself;
- g) scratches, marks, abrasions and other color damage, as well as chip damage;
- h) loss or damage arising from faulty operation, instructions or information;
- i) loss or damage caused by vermin;
- j) loss or damage arising from theft by persons living with the policyholder in the same household;
- k) loss or damage arising from embezzlement or misappropriation;
- l) loss or damage arising from forced sale under debt enforcement law or confiscation by state bodies;
- m) losses arising from warlike events, violations of neutrality, revolution, rebellion, insurrection, civil commotion (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, and also from earthquakes, volcanic eruptions or changes in the atomic nucleus structure, unless the policyholder can prove that the loss or damage is not connected to these events.

A4 What benefits are insured?

a) In general

The insurance covers the replacement cost at the time of the loss or damage, but at most the agreed sum insured for the insured item of property.

b) Jewellery and watches

Compensation is limited to CHF 100 000.–. If the total value of the insured jewellery and watches exceeds this amount, coverage shall only be provided if the jewellery and watches

– are worn or under constant personal supervision, or

– are stolen from a locked security receptacle. A security receptacle is deemed to be a safe weighing at least 100 kg or a safe built into the wall. The keys or codes to the combination locks of the relevant receptacles must be kept securely in another room or carried by the policyholder or a trusted individual appointed by him/her about their person.

- c) Items of jewellery and watches which are not worn during stays at hotels must be kept in a hotel safe. (If the total value is more than CHF 100 000.–, see also Art. A4 b).)

B. Claims

B1 What must be done in the event of a claim?

The claimant must:

- a) inform the company immediately;
- b) in the event of theft, robbery, loss, misplacement or at the request of the company, notify the police immediately and request an official investigation;
- c) provide the documents required to justify the claim (such as invoices, receipts, valuations etc.) and supply particulars. The policyholder shall allow the company to conduct any investigations required in relation to the claim;
- d) take all measures necessary to minimise the loss and recover lost items, to the best of the policyholder's knowledge, and comply with any instructions given by the company.

B2 How are damage and compensation determined?

- a) Both the claimant and the company may request that any damage be investigated immediately.
- b) It is the responsibility of the claimant to prove the extent of the loss or damage. The sum insured shall not constitute any proof of the existence and value of the insured items of property at the time of the claim.
- c) The loss or damage may be determined by the parties themselves, a joint assessor, or by means of an expert procedure. Each of the parties may request that an expert procedure be conducted (see Art. B3).
- d) The compensation is calculated on the basis of the amount required for replacement with a new article at the time of the loss.

In the event of partial damage (partial loss or damage), the company shall pay the costs of partial replacement or repair, and any residual depreciation in value.

Sentimental value shall not be taken into account.

- e) The company is not obligated to assume property which has been salvaged or damaged.
- f) The company may pay the compensation in cash or in kind, at its own discretion.

B3 How is the expert procedure conducted?

Each of the parties shall designate one expert; the experts shall appoint a referee prior to the commencement of the procedure to establish the damage.

The experts shall determine the value of the insured, salvaged and damaged items in effect immediately before or after the occurrence of the loss event. If the experts arrive at different findings, the referee shall, within the limits of both of these findings, render a decision with respect to the points remaining in dispute.

The findings made by the experts within the framework of their competence shall be binding unless it can be shown that they obviously deviate substantially from the real facts and circumstances. The party alleging such a deviation shall be responsible for providing proof.

Each party shall bear its own expert costs; the costs for the referee shall be borne in equal parts by both parties.

B4 When is the compensation reduced?

- a) In the event of under-insurance
If the sum insured is less than the replacement value, the loss or damage shall only be compensated based on the ratio of the sum insured to the replacement value (under-insurance). Calculation of any under-insurance shall be performed for each individual insured item of property.
- b) In the event of a culpable breach of the duty of care
Where duties to exercise due care, legal or contractual security provisions or other obligations are culpably breached, or in the event of an increase in risk that is not notified to the company, the compensation may be reduced by the extent to which the occurrence or extent of the loss was influenced through such behavior.

B5 What deductible is borne by the claimant?

In the event of a claim, the claimant must pay 10 % of the compensation but at least CHF 200.– per loss event.

B6 When is the compensation due?

The compensation shall be due and payable 30 days following receipt by the company of the documentation necessary to determine the extent of the damage and its obligation to pay benefits. Thirty days following the occurrence of the damage, a request for partial payment can be made for the amount deemed to be the minimum amount payable according to the current damage assessment.

The company's obligation to pay compensation shall be deferred if it is unable to determine or pay the compensation through the fault of the policyholder or claimant.

In particular, payment will be postponed

- while there is doubt about the entitlement of the claimant to receive payment;
- while a police or criminal investigation into the damage is being conducted and the investigation as it relates to the policyholder or claimant is not yet concluded.

B7 What happens if property is recovered?

If items of property for which compensation has been paid are recovered or if the policyholder receives any information about such items, the policyholder must notify the company of this immediately. The claimant may choose either to repay to the company the compensation received for the recovered items of property, less an amount for any depreciation in value, or to surrender the recovered items of property to the company.

A. Scope of the insurance

A1 What property and costs are insured?

Gardens and crops

1. The insurance covers:

a) **Gardens of buildings:** lawns, ornamental shrubs, bushes, flowers, trees, enclosures, fences and hedges. The insurance also covers those items of property that form a part of the garden, such as walls, railings, garden gates, steps, statues, fountains, pools and ponds and their contents, swimming pools, flagpoles, lighting systems, alarm systems outside the building, tiled pathways and gravel paths, private access roads, avenues, traffic mirrors, solar panels, antennas, satellite dishes;

b) **crops** which are solely for the policyholder's own use.

2. The insurance does not cover:

Property that is or must be insured with a cantonal insurance office.

Costs

Insofar as these arise in connection with the occurrence of an insured loss, the insurance covers:

- a) expert costs for investigations in relation to the claim;
- b) the costs of removing debris, excluding the costs of the disposal, decontamination and recycling of air, water and earth, even if such elements are combined with insured items of property;
- c) loss minimisation costs, up to the amount of the sum insured. Where these costs and the compensation together exceed the sum insured, the costs shall only be compensated if the expenditure in question was incurred for measures taken on the company's instructions.

A2 What risks and damages are insured?

1. Where mentioned in the policy, depending on the agreed sum insured, the insurance covers damage attributable to:

- a) fire, smoke (sudden and accidental effects), lightning, explosion, implosion;
- b) the following natural events: flooding, inundation, storm (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanche, pressure caused by snow, rockslides, falling stones, landslides (natural hazards);

The following are not considered to be damage caused by natural events:

- loss or damage caused by soil subsidence, substandard building land, defective construction, poor building maintenance, failure to take appropriate preventative measures, artificial earth-moving operations, snow sliding from roofs, groundwater, rising and overflowing of bodies of water which is known to occur repeatedly;

– loss or damage arising from water from reservoirs or other artificial bodies of water and backflow of water from the sewerage system, irrespective of the cause;

– loss or damage arising from operation and cultivation which could be expected based on experience, such as loss or damage arising from structural and civil engineering works, tunnelling, extraction of stones, gravel, sand or clay;

- c) meteorites or other celestial objects, aircraft and spacecraft, or parts thereof that have become detached, falling from the sky or making a forced landing;
- d) sonic boom;
- e) malicious damage, i.e. any deliberate damage or destruction of insured items of property caused by third parties.

2. The insurance does not cover:

- a) damage arising from the effects of smoke, either gradual or according to the provisions of the law;
- b) scorch damage, and damage arising from the insured items of property being exposed to a utility fire or heat;
- c) damage due to hammer-blows in pipes, fractures caused by centrifugal force and other effects of electro-mechanical operations;
- d) the costs of work performed by the public fire brigade, the police and other parties obliged to help.

A3 What benefits are insured?

The insurance is concluded at replacement value.

Damage will be compensated up to the agreed sum insured (insurance on a first-loss basis), disregarding any under-insurance.

A4 What general exclusions of liability apply?

The insurance does not cover:

- a) damages caused by the following events: war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, as well as earthquakes or volcanic eruptions;
- b) damages caused by nuclear energy. Insurance coverage shall be provided, however, if the policyholder can prove that the loss or damage is not connected to these events.

B. Claims

B1 What must be done in the event of a claim?

The claimant must:

- a) inform the company immediately;
- b) provide the company, in writing, with information about the cause, extent and detailed circumstances surrounding the loss or damage, and allow the company to conduct any investigations required in relation to the claim;
- c) provide the particulars required to substantiate the claim and the extent of the obligation to provide compensation;
- d) as far as possible, during and after the loss event, take any measures necessary to preserve or salvage the insured property and to minimise the loss and comply with any instructions given by the company;
- e) refrain from making any changes to the damaged property that might make it difficult or impossible to establish the cause of the damage or the amount of the loss, insofar as such changes are not made for the purpose of minimising the loss or in the public interest;
- f) give the company access to the damaged items of property.

B2 How are damage and compensation determined?

1. How is the damage determined?

It is the responsibility of the claimant to prove the extent of the loss or damage. The sum insured shall not constitute any proof of the existence and value of the insured items of property at the time of the claim. In the event of insurance for a third-party account, the damage shall be determined exclusively between the policyholder and the company.

The company may, at its own discretion, appoint tradesmen to conduct the necessary repairs or may pay the compensation in cash. It is not obligated to assume property which has been salvaged, damaged or recovered.

2. How is the compensation calculated?

2.1 For gardens and crops

- a) The compensation due is calculated on the basis of the cost of replacing the insured items at the time of the loss as well as the labour costs necessary for this replacement. It is limited to the amount of the sum insured.
- b) In the event of partial damage, only the costs of repair shall be compensated.

2.2 Costs

- a) Costs of debris removal shall be covered, up to a maximum of 10 % of the sum insured.
- b) Fees in accordance with SIA norms for experts appointed by the claimant shall be compensated up to a maximum of 5 % of the loss.

B3 What deductible is borne by the claimant?

The claimant must pay the first CHF 200.– of the compensation per loss event.

B4 When is the compensation due?

The compensation shall be due and payable four weeks following receipt by the company of the documentation necessary to determine the extent of the damage and its obligation to pay benefits. Four weeks following the occurrence of the damage, a request for partial payment can be made for the amount deemed to be the minimum amount payable.

The company's obligation to pay compensation shall be deferred if it is unable to determine or pay the compensation through the fault of the policyholder or claimant.

In particular, payment will be postponed

- while there is doubt about the entitlement of the claimant to receive payment;
- while a police or criminal investigation into the damage is being conducted and the investigation as it relates to the policyholder or claimant is not yet concluded.

BICYCLE INSURANCE

A Scope of the insurance

A1 Insured items, people and events

The following are insured: bicycles (bikes) or other vehicles legally similar to bikes belonging to policyholders or to people living in the same household, together with the driver and the authorised passenger (children up to the age of 7 on an approved seat fixed to the bike according to OCR/VRV article 63 paragraph 3).

As regards these conditions, the term "bike" covers electric bikes with assisted pedaling that do not travel at more than 45 kph, and motorised bikes (OETV/TAFV Art. 18).

A cyclist's fall from a bicycle is deemed to be a collision and, where the bicycle is being ridden, a crash with another road user, wall, tree or similar type of obstacle.

A2 Insurance cover

The following are insured if listed in the policy:

1. Benefits following a collision

- a) Collision casco for bicycle;
- b) Payment of compensation to rightful claimants after a collision resulting in death;

c) Assumption of the deductible of the household contents insurance in the case of theft;

d) Legal protection under civil damages law, criminal law and insurance law (the legal protection benefits are laid down in the common legal protection provisions).

2. Theft of the bicycle

3. Bike assistance

A3 Geographical scope

The insurance covers events that occur while using the insured bicycle throughout Europe (incl. Turkey), the peripheral Mediterranean countries and in the Mediterranean island states. Legal protection applies, provided proceedings under the rule of law are guaranteed in the country in question and if the judgments handed down in this country may be recognised in Switzerland. For the bike assistance, see art. A4 3.2.

A4 Insured benefits

1. Benefits following a collision

a) Collision casco for bicycle

The company will bear the reparation and replacement costs for the damaged parts of the bicycle.

In the case of a total loss, the indemnity amounts to the replacement price for an identical, new bicycle at the moment of the damage, less the residual value.

In the case of a partial loss, the indemnity amounts to the reparation costs, however only up to the value in case of a total loss.

The insurance also covers the damage or destruction of personal effects (such as clothing, helmet) to an amount of CHF 1 000.– due to an insured event according to this article. The indemnity is limited to the sum determined in this policy, plus the possible indemnity for personal effects. The insured shall bear a deductible of 5 %, minimum CHF 100.–.

b) Payment of compensation to rightful claimants after a collision resulting in death

In the event of a collision with the bicycle resulting in death, the company shall indemnify the cyclist's rightful claimants an amount of CHF 5 000.– in accordance with the statutory sequence of inheritance.

c) Assumption of the deductible of the household contents insurance in the case of theft

The company shall assume the deductible in the event of theft covered by the household contents insurance up to an amount of CHF 500.–, provided the customer concluded this insurance. There is no entitlement to insurance benefits in the absence of household contents insurance.

d) Legal protection bicycle

1. Insured amount

Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 50 000.– per legal case.

2. Claims for damages, criminal law claims and insurance law claims

The insured persons' legal interests shall be covered in the following areas:

2.1 Claims for damages

Damages claims based on the legal liability exposure arising from a traffic accident.

2.2. Criminal law

Defending the insured person in the event of criminal proceedings brought against them following an accusation of negligent breach of the legal provisions of the Criminal Code or Road Traffic Act.

2.3 Insurance law

Disputes with Swiss private insurance companies or public insurance schemes (including pension funds and health insurers) with which the insured person is insured or enrolled.

2. Theft of the bicycle

What is insured is the loss, destruction or damage of the insured bicycle as a result of theft, theft for temporary use, misappropriation, robbery or attempts thereof; however, not as a result of embezzlement.

The company shall assume the replacement of the stolen parts of the bicycle or of the bicycle. The policyholder shall assume a deductible of 5 %, but at least CHF 100.–.

No insurance cover will be provided where the claim is covered by another insurance policy or service provided at the time it is made (subsidiarity). Where this is the case, the cover is limited to that part of the claim exceeding the cover provided by the other insurer or service provider (supplementary insurance).

In the case of a total loss, the indemnity amounts to the replacement price for an identical, new bicycle at the moment of the damage, less the residual value.

In the case of a partial loss, the indemnity amounts to the reparation costs, however only up to the value in case of a total loss.

If the bicycle is found again following payment of the compensation, it shall become the property of Generali Insurances.

3. Bike Assistance

3.1 Vehicles and insured persons

The following are insured: bicycles (bikes) or other vehicles legally similar to bikes belonging to policyholders or to people living in the same household, together with the driver and the authorised passenger (children up to the age of 7 on an approved seat fixed to the bike according to OCR/VRV article 63 paragraph 3).

As regards these conditions, the term “bike” covers electric bikes with assisted pedalling that do not travel at more than 45 kph, and motorised bikes (OETV/TAFV Art. 18).

3.2 Validity in terms of time and territory

Assistance cover includes insured events occurring during the use of the bike throughout Europe, in non-European states bordering the Mediterranean and on the islands of this sea.

Services are provided for insured events occurring more than 5 km from the policyholder's home (by the shortest route).

Services are only guaranteed abroad if the time spent there does not exceed 30 consecutive days.

3.3 Insured events

a) Breakdowns

Breakdown” means any mechanical, electrical or electronic failure in the equipment causing the vehicle to be immobilised at the breakdown location, and requiring repairs or towing to a garage or workshop for the necessary repairs to be carried out there. Your right to assistance is also covered for lost padlock keys and flat tyres.

Assistance in the event of a flat tyre or lost padlock keys is limited to 2 occasions per calendar year.

The services provided by this contract do not cover operations involving a product recall campaign, the fixing of accessories or maintenance work.

b) Accidents

“Accident” means any collision, impact against a fixed or moving object, overturning, swerve off the road or fall causing the vehicle to be immobilised at the accident location and requiring repairs or towing to a garage or workshop for the necessary repairs to be carried out there, or preventing the vehicle's driver from continuing their journey.

c) Theft or attempted theft

The vehicle will be considered as stolen once the insured person has made a declaration to the competent authorities and sent a copy to Europ Assistance.

“Attempted theft” means any burglary or act of vandalism causing the vehicle to be immobilised at the accident location and requiring repairs or towing to a garage or workshop for the necessary repairs to be carried out there. The insured person must make a declaration to the competent authorities and send a copy to Europ Assistance.

3.4 Assistance services within and outside Switzerland

a) Repairs/towing

Europ Assistance will organise and pay for repairs on site or the towing of the vehicle to the nearest garage or workshop up to a maximum sum of CHF 500.– per event.

Depending on the situation, Europ Assistance can also organise the transport of the vehicle and its owner by public transport.

A breakdown mechanic may only be dispatched to roads and paths accessible to breakdown vehicles and open to traffic, and with the mechanic's agreement.

b) Continuing the journey

If it is impossible for insured persons to wait for repairs to be completed on site, or if the vehicle has been stolen or destroyed, Europ Assistance will help them continue their journey to their original destination or return to their home in Switzerland (including Liechtenstein) by providing them with a first class train ticket, a taxi, or, if the train journey is longer than seven hours, an economy class plane ticket. Europ Assistance can also cover the cost of a hired vehicle (bike or vehicle similar to a bike, as defined in art. 1) as an alternative for continuing the journey.

Europ Assistance decides which method of transport is to be used.

This service is also provided to people living in the same household as and travelling with an insured person having experienced an insured event, if these people do not wish to continue their journey separately.

The maximum amount covered for continuing the journey is CHF 500.– per event.

This service cannot be combined with the service indicated in part 3.4.c, “Awaiting repairs”.

c) Awaiting repairs

To enable insured persons to wait for repairs to be completed on site, Europ Assistance will contribute to unforeseen hotel expenses (room and breakfast) for two nights, up to CHF 150.– maximum per event and per insured person.

This service is also provided to people living in the same household as and travelling with an insured person having experienced an insured event, if these people do not wish to continue their journey separately.

The maximum amount covered for awaiting repairs is CHF 500.– per event.

This service cannot be combined with the service indicated in part 3.4.b, “Continuing the journey”.

d) Recovering the vehicle

Once the vehicle is repaired or if the stolen vehicle has been found in working condition, Europ Assistance will provide the insured person (or a person of their choice) with a first class train ticket, a taxi, or, if the train journey is longer than seven hours, an economy class plane ticket to go and recover the vehicle.

The maximum amount covered for recovering the vehicle is CHF 500.– per event.

This service cannot be combined with the service indicated in part 3.4.c, "Awaiting repairs".

e) Return expenses

In the event of an accident or the driver's sudden incapacity, medically certified, to continue the journey using the vehicle, Europ Assistance will cover the cost of travel by the most direct route by providing the insured person with a first class train ticket, a taxi, or, if the train journey is longer than seven hours, an economy class plane ticket, for:

- the conductor and authorised passenger to travel to their respective domiciles;

- the vehicle's transport to the driver's domicile.

Europ Assistance decides which method of transport is to be used.

The maximum amount covered for return expenses is CHF 200.– per event for returns within Switzerland and CHF 500.– for returns from abroad.

f) Organisation of medical transport and advance of hospital fees

In the event of an accident or the driver's sudden incapacity, medically certified, to continue the journey, Europ Assistance will organise transport for the driver and respectively of the passenger to the nearest hospital. However, transport costs are not paid for and must be covered by a private travel insurance and/or by social insurance (such as accident insurance, military insurance or obligatory health insurance).

If the insured person needs to be hospitalised after an accident abroad, Europ Assistance will advance medical costs (reimbursable) up to CHF 5000.–.

3.5 Exceptional circumstances

Europ Assistance may not be held responsible for failure to perform services due to events such as civil war or war in a foreign country, acknowledged political instability, riots, acts of terrorism, popular movements, reprisals, restrictions to the free circulation of people and goods, whether nominative or general, strikes, volcanic eruptions, earthquakes, rock slides, landslides, avalanches, storms, cyclones, floods, high waters, disintegration of the atomic nucleus or other cases of force majeure, or for delays in performance resulting from the same causes.

Europ Assistance may not be held responsible for failure to perform the services in the event of a delay in obtaining administrative documents and/or the impossibility of doing so.

3.6 Double insurance

If an insured person benefits from another insurance contract for the same reason, Europ Assistance will only intervene in a subsidiary capacity for the part of its services that exceed those of the insurer first called upon.

3.7 Info Line travel

Before insured people leave on a trip, Europ Assistance can provide the following information on request, concerning:

- the necessary vaccinations and travel documents;

- entry and customs formalities;

- the relevant currencies and exchange rates applicable;

- the current political situation;

- contagious diseases, epidemics and animal diseases.

A 5 Exclusions and cover restrictions

A5.1 General exclusions and cover restrictions

Neither the benefits nor the legal interests of the insured person shall be safeguarded in the following cases:

a) During the unauthorised use of the bicycle and the participation in professional or amateur training races or competitions;

b) for the costs of repair of causes not listed under Art. A2, specifically as a result of theft, attempted theft and theft for temporary use (if not agreed) or malicious damage (vandalism);

c) Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof;

- d) loss or damage arising from acts of war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, and also from volcanic eruptions or changes in the atomic nuclear structure, unless the policyholder can prove that the loss or damage is not connected with these events;
- e) events arising at a time when the driver had a blood alcohol level of 1.5‰ or more or had consumed other prohibited substances affecting their ability to drive;
- f) Events arising at a time when the cyclist was not authorised to ride the bicycle or was riding a bicycle not equipped with valid registration plates or not covered by the legally prescribed insurance;
- g) For cases that have occurred prior the start of this insurance;
- h) Purely aesthetic damage (scratches etc.) without influence on the roadworthiness of the bicycle.

A5.2 The following additional provisions shall apply for the legal protection insurance supplementary to the exclusions and cover restrictions listed under A 5.1 and to the common legal protection provisions:

- a) Matters that are not listed under A4 1d) of the bicycle insurance;
- b) Disputes with Generali, Fortuna, its employees or persons engaged to defend the interests of the insured person;
- c) Disputes in connection with involvement in brawls or affrays;
- d) Disputes in connection with harmful radiation, nuclear fission/fusion and natural disasters;
- e) Disputes in relation to journeys not permitted by law;
- f) Disputes among relatives as well as among persons insured under the same policy;
- g) Legal cases relating to defending against third-party claims for damages;
- h) Proceedings before courts of arbitration or proceedings before international or supranational courts.

A5.3 The following additional provisions shall apply for the bicycle assistance supplementary to the exclusions and cover restrictions listed under A 5.1

- a) expenses incurred without Europ Assistance's agreement and/or not expressly provided for by these additional conditions;
- b) events occurring at the policyholder's home;
- c) expenses unsupported by original documents;
- d) the consequences of immobilising a vehicle to carry out maintenance operations;
- e) repeated breakdowns caused by lack of repairs to the vehicle after Europ Assistance's first intervention;
- f) the costs of repairing the vehicle and spare parts;
- g) medical expenses;
- h) costs for food and beverages as well as telephone charges;
- i) the theft of luggage, equipment or miscellaneous objects linked with or attached to the vehicle, together with its accessories;
- j) the search for and cost of hiring a replacement vehicle;
- k) countries or zones where travel has already been declared inadvisable by the official Swiss departments (the federal department of foreign affairs [DFAE/EDA] or the federal office of Public health [OFSP/BAG] and/or the World Health Organization [WHO]) at the time of departure. If the above-mentioned authorities advise against travel in a zone or country when the insured person is already present in this zone or country, cover remains valid for seven days after publication of the exclusions;
- l) the consequences of intentional or fraudulent actions on the part of the insured person.

B. Claims

B1 Announcement of a claim

The insured person must notify the claim as fast as possible under the freephone 0800 82 84 86.

Legal protection cases are directly transferred to Fortuna.

B2 Collision accidental damage, theft and assumption of the deductible in case of theft

The insured person must file a report with the police where possible in the event of a claim. The possibility of the death of the insured person must always be reported.

In the event of the death of the insured person, the report must be made immediately by telephone.

If the insured bicycle has been damaged, the insured person must contact a specialist bicycle dealer as soon as possible for the purposes of drawing up a cost estimate.

If benefits are claimed, the insured person is obliged to submit all the necessary documentation on the damage in question, specifically the duly completed claim form with the following enclosures:

- proof of purchase of the bicycle
- detailed cost estimate (accompanied by a photo of the damaged or stolen bicycle/bicycle part)
- receipt from the police (in the case of an accident involving personal injury and theft), doctor's certificate (in the case of personal injury), names and addresses of any witnesses
- copy of the household contents insurance (only in the case of the assumption of the deductible of the household contents insurance in the case of theft)

Compensation may be refused in the absence of a doctor's certificate or receipt from the police.

B3 Legal protection bicycle

The procedure in the event of a claim is defined in Section 19 of this document.

B4 Bike Assistance

The event must be reported immediately to Europ Assistance at the phone number +41 848 800 400.

The insured person is bound to entirely respect his/her obligations as regards notification, legal or contractual information and the procedures to be followed.

The insured person is bound to do everything in his/her power to limit the extent of the loss and help in elucidating its cause.

CYBER INSURANCE

A. Scope of the insurance

A1 What is the subject of this insurance?

The following are insured insofar as they are specified in the policy:

- a) Pecuniary losses incurred by insured persons during the term of the policy in using the Internet and which are attributable to a fraudulent act committed with intent by a third party and involving:
 - abuse of credit-card data;
 - abuse by a third party of personal authentications.
- b) Costs linked to the reconstitution of damaged or lost data held on a digital storage device;
- c) Legal protection in respect of Internet law (the legal protection benefits are laid down in the common legal protection provisions).

A2 Who is covered by this insurance?

The following are insured, depending on the agreements entered into:

1. Personal insurance

- a) the policyholder;
- b) minors temporarily staying with the policyholder;

2. Personal liability insurance

In addition to the aforementioned persons:

- a) the policyholder's cohabiting spouse or other person cohabiting with the policyholder;
- b) the policyholder's children (including foster children) up to the age of 25 not living in the same household as the policyholder, provided they are not engaged in any gainful activity. Students and apprentices are not deemed to be persons engaged in any gainful activity (even if they receive a secondary income);
- c) persons subject to the parental authority of the policyholder, the policyholder's spouse or a person cohabiting with the policyholder, even if they do not live in the same household as the policyholder;
- d) other persons living on a long-term basis in the policyholder's household.

A3 Geographical scope

1. Insurance cover for pecuniary losses and the cost of reconstituting data extends to damage sustained anywhere in the world, with the exception of point A4, ch.1, for which the geographical scope is limited to accounts and cards issued by financial institutions based in Switzerland, Liechtenstein, the European Union, Norway and Iceland.

2. The legal protection insurance provides worldwide cover (excluding the USA and Canada) for legal cases provided proceedings under the rule of law are guaranteed in the country in question and the judgments handed down in this country may be recognised in Switzerland.

A4 Insured benefits

The following are insured insofar as they are mentioned in the policy and up to the agreed sum:

1. Abuse of credit card data

The Company covers the pecuniary losses incurred by the policyholder as a result of fraudulent use of data relating to credit cards or cards with a payment function by third parties to make payments over the Internet.

If the credit card details have been misused with the aim of ordering goods that have been received by the policyholder or insured person, insurance cover shall only be provided on the condition that the goods become the property of the Company.

A deductible excess of 10 %, or a minimum of CHF 50.–, of the claim per incident shall be borne by the policyholder.

2. Abuse of personal authentications by a third party

The Company covers pecuniary losses incurred by the policyholder as a result of the fraudulent use of existent access data for client accounts with various service providers by a third party (identity theft) to purchase goods or services over the Internet.

If the personal authentication details have been misused with the aim of ordering goods that have been received by the policyholder or insured person, insurance cover shall only be provided on the condition that the goods become the property of the Company.

A deductible excess of 10 %, or a minimum of CHF 50.–, of the claim per incident is borne by the policyholder.

3. Data reconstitution costs

The Company covers the costs of reconstituting recorded data damaged or lost that is held on digital storage devices in the possession of an insured person and that serve for private use.

The following damage is covered:

- a) damage caused by a technical defect of the digital storage device;
- b) accidental damage caused by any other physical deterioration of the digital storage device;
- c) damage caused by a software error;
- d) damage caused by viruses and malicious software;
- e) damage caused by operator errors.

No claim may be submitted to the Company if the data cannot be successfully reconstituted.

A deductible excess of 10 %, or a minimum of CHF 50.–, of the claim per incident is borne by the policyholder.

4. Cyber legal protection

4.1 Insured amount

Fortuna provides benefits in relation to insured legal cases up to a total amount of CHF 10 000.– per legal case.

4.2 Cyber legal protection cover

The insurance covers the representation of the insured persons' legal interests under Internet law in the following areas:

a) Cyber crime

Filing charges and asserting claims for compensation in the event of the following actions directed at the insured person on the Internet:

- unauthorised use of personal means of authentication (e.g. identification codes) by a third party for fraudulent purposes;

- unauthorised use of credit cards for the purpose of acquiring goods and services

b) Cyber bullying

Breach of the personal rights of the insured person through insult, libel and slander committed via electronic media and recognisable to third parties:

- Requesting parties under the threat of legal consequences to desist from making attacks that constitute a breach of personal rights;

- Filing charges in the case of activities liable to criminal prosecution against the attacker and asserting any claims for damages against liable third parties.

c) Internet contract law

The insurance covers the representation of legal interests in disputes arising from a purchase or sales contract concluded on the Internet.

d) Internet domain names

Disputes relating to the registered domain names of the insured person in Switzerland.

A5 Cover restrictions and exclusions

A5.1 General cover limitations

No benefits are provided or the insurance does not cover the following cases:

- a) in the event of fraudulent or negligent acts by the policyholder or insured person;
- b) the insured incident is caused intentionally by the policyholder or an insured person;

- c) where the claim is covered by another insurance policy or service provided at the time it is made (subsidiarity). Where this is the case, the cover is limited to that part of the claim exceeding the cover provided by the other insurer or service provider. Any excess deducted by another insurer or service provider is also covered (supplementary insurance);
 - d) cases that arose or were known or could have been known before the effective date of the policy;
 - e) damage arising during acts of war, breaches of neutrality, revolutions, rebellions, revolts, internal unrest (acts of violence against persons or property and perpetrated during mass gatherings, civil unrest or street movements) and as a result of measures taken to remedy them, as well as damage arising from volcanic eruptions or changes to the structure of the nucleus of atoms, unless the policyholder can prove that the claim is in no way related to these incidents;
 - f) in the event of cloud data theft;
 - g) The incident covered takes place following fraudulent access by a third party to the policyholder's electronic banking services (e-banking).
- The following are also excluded:
- h) physical injury, that is to say loss of life, bodily injury or other impacts on the health of insured persons or third parties;
 - i) damage to hardware;
 - j) damage to electronic banking services (e-banking) and operations;
 - k) the payment of ransoms and any other claims not constituting technical measures used for data recovery.

A5.2 The following additional provisions shall apply for the legal protection insurance supplementary to the exclusions and cover restrictions listed under A5.1 and to the common legal protection provisions:

The insurance does not cover the representation of the insured persons' legal interests in the following branches of law:

- a) Matters that are not listed under A4 4.2 of the cyber insurance.
- b) Disputes with Generali, Fortuna, its employees or persons engaged to defend the interests of the insured person.
- c) Disputes in relation to full or part-time self-employment.
- d) Disputes in connection with contracts relating to property or its use, land ownership or mortgages as well as in connection with works agreements relating to new builds or conversions or other works agreements pertaining to a property, provided an official permit is required for individual work items or for all work items.

- e) Disputes in connection with legal transactions with a financial purpose (notably banking, stock exchange, forward, financial, investment and speculative transactions), the investment and management of assets, holdings in companies or in respect of matters related to art objects.
- f) Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts.
- g) Disputes arising from legal transactions concerning motorised transport.
- h) Disputes in connection with a deliberate crime, misdemeanour, infraction or attempt thereof by the insured person.
- i) Disputes among relatives as well as among persons insured under the same policy.
- j) Legal cases relating to defending against third-party claims for damages.
- l) Disputes with a value in dispute in excess of CHF 50 000.–.
- l) Proceedings before courts of arbitration or proceedings before international or supranational courts.

B. Claims

B1 Announcement of a claim

The interested party must:

- a) inform the Company or Fortuna immediately, in writing, by telephone or over the Internet;
- b) provide, in writing, all the information required to justify the claims made and to conduct any inquiry that may be appropriate to this end;
- c) make every best endeavour to take the appropriate measures to limit the damage and comply with any measures taken by the Company.

B2 Abuse of credit card data

In addition to the obligations set out under B1, the policyholder or the insured shall proceed to block the card concerned as soon as that person becomes, or could have become, aware of the abuse of the data for the credit card concerned. That person must also inform the card issuer, the service provider concerned and the police.

In the event of a claim, the insured person must append all the corresponding documents required, in particular the claims form together with the following documents:

- the statement for the bank account affected by the credit-card data abuse;
- a police report or equivalent document.

The claim may be rejected if the insured person does not comply with the obligations set out above.

B3 Abuse of personal authentications by a third party

In addition to the obligations laid down under B1, the policyholder or insured shall immediately change the access codes for the client accounts affected and notify the service provider as soon as that person becomes, or could have become, aware of the abuse of the access data.

In the event of a claim, the insured person must append all the corresponding requisite documents, in particular the claims form together with the following documents:

- the invoice for the purchase not undertaken by the insured person;
- a statement for the client account affected that gives the delivery address, if that information is not included in the invoice.

The claim may be rejected if the insured person does not comply with the obligations set out above.

B4 Data recovery costs

In addition to the obligations set out under B1, the policyholder or insured person must append all the documents necessary to confirm the corresponding damage, and in particular the claims form accompanied by an estimate drawn up by a company specialising in data recovery.

This estimate must set out the approximate cost of the repair and an assessment of the degree to which the data on the digital storage device can be recovered.

The claim may be rejected for the following reasons:

- no estimate is presented to the Company;
- a repair has been attempted although it was established that the data on the digital storage device were not recoverable.

If the client decides against repair or if it is established that the data are not recoverable, the Company shall cover the cost of drawing up the estimate, subject to deduction of the excess.

B5 Cyber legal protection

The procedure in the event of a claim is defined in Section 19 of this document.

DOMESTIC ANIMALS INSURANCE

For the benefits A1–A7 and B1–B2, the insurer is EPONA société coopérative mutuelle d'assurance générale des animaux (hereinafter Epona), Avenue de Béthusy 54, 1000 Lausanne 12. For PET Assistance benefits (C), the insurer is Europ Assistance (Suisse) Assurances SA (hereinafter Europ Assistance), Avenue de Perdttemps 23, 1260 Nyon 1.

A. Veterinary treatment costs for accidents and illnesses affecting dogs and cats

A 1 Definitions

1. Insured animal:

Any animal designated as such in the insurance policy.

2. Policyholder:

Individual who takes out the insurance policy, commits to paying the premiums due to the insurer GENERALI, and receives benefits from Epona.

3. Accident:

Any sudden, involuntary damage to the body of an animal, as confirmed by a veterinary doctor, due to an extraordinary external cause that compromises physical health or results in death.

4. Illness:

Any health change confirmed by a veterinary doctor and requiring veterinary treatment; castration and preventive sterilisation, pregnancy and parturition are not considered illnesses.

5. Chronic illness:

An illness is considered chronic if defined or regarded as such by a veterinary doctor.

6. Hereditary and/or congenital illness:

An illness is considered hereditary and/or congenital if it is transmitted by at least one progenitor, thus existing before conception. The illness may be present from birth or may appear later in the animal's life.

7. Veterinarian:

Graduate veterinary doctor with a licence to practice.

8. Waiting period:

Period following the entry into effect of the contract, during which the benefits are not insured.

A 2 Insured benefits

The insurance exists as several product variants, as indicated in the table of variants below.

The policy sets out the rate for the reimbursement of costs, the annual limit on the amount of benefits and the deductible.

Basic benefits included in all product variants:

1. Veterinary fees for consultations and treatment, including laboratory analyses and costs

2. Veterinary fees for radiology and diagnostic imagery (e.g. MRI, ultrasound scans, etc.)

3. Veterinary surgical procedures

4. Pharmaceutical treatments using medicines provided or prescribed by a veterinarian

5. Homoeopathic treatments provided by a veterinarian

6. Costs of hospitalisation in a veterinary clinic as prescribed by a veterinarian for the purposes of treating a specific pathology

7. Emergency transport costs up to a maximum of CHF 100.– per case

8. Euthanasia costs in the event of a medically justified veterinary procedure to prevent therapeutic excesses or the suffering of an animal

9. Treatment consisting of physiotherapy, aqua-therapy, osteopathy, chiropractic therapy, acupuncture, herbal therapy and bio-resonance therapy as prescribed or performed by a veterinarian, for up to a maximum of CHF 60.– per session and a maximum number of 10 sessions per year

10. Contribution to vaccination costs for up to a maximum of CHF 60.– per calendar year

The following benefits are insured if stipulated in the policy:

Hereditary illnesses (included in the limit on benefits per year of insurance as set out in the policy)

11. Hereditary and/or congenital illnesses

12. Dietetic foodstuffs and food supplements for non-prophylactic use as prescribed by a veterinarian, for up to 20% of the invoice amount

13. Costs of psychological and behavioural treatment provided by a veterinarian for up to a maximum of CHF 200.– per year

Allowance for death/theft/disappearance/search costs (included in the limit on benefits per year of insurance as set out in the policy)

14. Single lump-sum payment of CHF 400.– if the animal dies due to an illness and/or accident, upon submission of a veterinary report confirming the death; for this benefit, the maximum age of the animal is eight years in the event of illness, with no age limit applicable in the event of an accident.

15. Single lump-sum payment of CHF 400.– if the animal disappears (loss or theft of the animal) upon submission of a police report confirming the disappearance of the animal. The waiting period before the benefit is paid is 60 days following notification of the disappearance. This benefit is only valid for a disappearance in Switzerland or Liechtenstein. If the animal is found again after the 60-day waiting period, the compensation must be repaid to Epona.

16. Compensation up to a maximum of CHF 100.– for search costs in the event of disappearance (loss or theft of the animal); maximum one case per year of insurance and per insured animal upon submission of a police report confirming the disappearance of the animal, as well as original expense receipts. This benefit is only valid for a disappearance in Switzerland or Liechtenstein.

PET Assistance

17. The benefits under C Assistance are insured for dogs and cats.

A3 Exclusions and coverage limits

The insurance does not cover the following:

1. Veterinary fees for admission examinations and the costs of preparing veterinary reports in the event of claims, the costs of transponder (microchip) implantation or tattooing, and shipping and billing costs

2. Veterinary fees for the examination of an insured animal that is not affected by an illness and/or accident, resulting in no treatment

3. Illnesses or accidents, as well as any resulting effects or consequences, which occur or are confirmed before conclusion of the contract, or which originate during the waiting periods mentioned under A6

4. Surgical procedures for cosmetic purposes, prophylactic dental care, descaling and any corrective procedures for the purposes of reducing or eliminating defects (teeth, ears, tail, eyes, nose, etc.)

5. The effects of infectious illness if the animal was not vaccinated and/or did not have regular booster vaccinations (annual boosters within three months of the time stipulated for them)

6. Alternative medicines other than those cited under A2.5 and A2.9

7. Costs of convalescence, rehabilitation and stays in clinics without any required veterinary treatment

8. Cases arising due to third-party liability, as a consequence of acts of war, riots or terrorism, as well as those due to the mistreatment or neglect of an insured animal

A4 Geographical scope

The coverage applies to costs incurred in Switzerland and throughout the world, provided the animal is temporarily away from the policyholder's Swiss residence for no more than six months.

A5 Age upon admission

Insurance may be taken out for animals from the age of three months to the age of five years.

A6 Waiting periods

Starting from the entry into effect of the contract, the following waiting periods apply:

- | | |
|--|-----------|
| 1. Accident: | None |
| 2. Acute illnesses: | 1 months |
| 3. Chronic illnesses: | 6 months |
| 4. Hereditary and/or congenital illnesses: | 12 months |

A7 End of the entitlement to benefits

The entitlement to benefits ceases at the end of the contract.

B. Claims

B1 Obligations incumbent upon the policyholder in the event of a claim

Policyholders must inform Epona of any claims within five working days of becoming aware of them, otherwise they will be refused compensation.

Policyholders must also:

- send to Epona the duly completed claims notification, on their own initiative, via email or Internet: generali@epona.ch; www.epona.ch.
- submit to Epona all detailed invoices related to the claim, with proof of payment, within 30 days of their issue. These documents must cite the number of the contract (insurance policy), the name, gender and date of birth of the animal, as well as the diagnosis. In certain cases, to facilitate assessment of the claim, Epona reserves the right to submit the case to its consulting veterinarian.
- at the request of Epona, policyholders must also supply the veterinary report(s) necessary for processing the claim.

B2 How are damage and compensation determined?

Epona reimburses costs depending on the policyholder's chosen insurance variant and the deductible cited in the policy. The chosen variant determines the rate for the reimbursement of costs and the annual limit on the amount of benefits.

The annual deductible and the annual limit on the amount of benefits apply for a 12-month period from the principal due date of the policy; the year of occurrence that applies for the deductible is that of the date on which the animal was treated.

C. Assistance for dogs and cats

I. General provisions for all insurance benefits

C 1 Persons and animals insured

The insurance covers all persons who have their legal residence in Switzerland or the Principality of Liechtenstein and who are specified in the policy.

The insurance covers the animal specified in the policy in accordance with the following conditions:

Assistance benefits for dogs and cats shall be organised by Europ Assistance provided that the animal does not present any unusual or aggressive behaviour, and on condition that it has its mandatory vaccinations and all necessary travel documents.

In general, the animal covered must be in compliance with the requirements set out by the Swiss authorities.

The owner of the animal must comply with all regulations and laws valid in the country where the owner and animal are located.

C2 Geographical scope

Unless specified otherwise, the insurance is valid throughout the world. The insurance coverage excludes certain countries and zones for which a warning has already been issued by the official Swiss services (Federal Department of Foreign Affairs [FDFA] or the Federal Office of Public Health [FOPH] or the World Health Organization [WHO]) at the time of reserving travel. If the aforementioned authorities issue a warning for a zone or country when the insured person is already present in the zone or country, the coverage shall remain valid for seven days after the authorities issue this position, on condition that the insured person does not participate actively in the events concerned.

C3 General exclusions

The following benefits and events are not insured:

- Transport of the ashes of an incinerated animal to a foreign country
- Neglect or improper treatment attributable to the policyholder or to any other person living in the policyholder's household or to whom the policyholder has entrusted the animal
- Any procedures not performed by a veterinary doctor properly registered with the Order of Veterinarians and holding authorisation to practise
- All infectious illnesses (epidemics) resulting in the animal being put down
- Measures and costs not ordered or not approved by Europ Assistance, as well as measures and costs for which coverage is not expressly stipulated in the GPC
- Events related to damage caused by natural hazards, as a result of natural phenomena such as flooding, storms (wind speeds of over 75 km/h), earthquakes, mountain slides, volcanic eruptions, landslides, rock falls and avalanches, as well as radioactive radiation and meltdown
- The consequences of a suicide or suicide attempt
- Events related to pandemics, epidemics or quarantine measures

- Events involving participation in competitions or training related to professional sport
- Events related to participation in strikes or domestic disturbances
- Events involving a state of intoxication, the consumption of drugs, alcohol, medication, narcotics or similar products
- Events related to intentional crimes and offences, or the attempt to commit such
- Events related to negligence or serious omissions on the part of an insured person
- Travel related to residential medical treatment
- Events related to kidnapping
- Costs not supported by original documents
- Events (illnesses or consequences of an accident) that have already occurred at the time of concluding the contract, or whose occurrence was evident to the insured person at the time of concluding the contract
- Impairment to health resulting from competitions in which the animal is directly confronted with one or more other animals or during the training for such competitions (for example, greyhound racing)
- The after-effects of ill treatment or neglect
- All consequences of war, revolution or riots

C4 Insured benefits

The following benefits are insured:

- Search efforts to find a lost animal
- Transport/repatriation of the animal to the nearest treatment centre
- Accommodation of the owner if the animal is hospitalised
- Transport of the owner to pick up the hospitalised animal
- Costs of recovery, incineration and an urn in the event the animal dies (only in Switzerland)
- Payment and advance payment of emergency medical costs abroad
- Organisation of custodial care of the animal by a relative and transport of the animal
- Delivery of food shopping for the animal

- Travel assistance
- Organisation of custodial care of the animal
- Service benefits according to II.5

The amount of insurance benefits is indicated in the overview under page 50.

C5 Obligations in the event of a claim

Policyholders are responsible for fulfilling all of their legal and contractual obligations in terms of notification, the provision of information, and conduct (in particular, immediately notifying Europ Assistance of the insured event). Insured persons must do everything in their power to limit the damage and help clarify the causes of the claim event. If a claim event concerns an illness or injury, the insured person must ensure that the medical professionals involved are liberated from medical confidentiality obligations vis-à-vis Europ Assistance.

If insured persons may also assert their claims to the benefits provided by Europ Assistance vis-à-vis third parties, they must safeguard these claims and assign them to Europ Assistance within the scope of the covered benefits in order to prevent or mitigate the consequences of the claim event and clarify its circumstances.

If an obligation to provide notification, information or required documents is culpably breached, Europ Assistance reserves the right to reduce or withhold its benefits.

Insured parties must provide the following to Europ Assistance immediately:

- All information requested
- All necessary documents and bank details (IBAN of the bank account or postal account); if we do not receive any information to this effect, the insured person shall be responsible for the transfer fees.
- In the event of an illness or accident affecting the animal or the owner of the animal, it is necessary to consult a veterinarian or a doctor as soon as possible and to follow the instructions given by this person. At the request of Europ Assistance, the policyholder shall provide the veterinary or medical reports necessary for processing the case. Veterinarians and attending physicians must be released from their professional confidentiality obligations vis-à-vis Europ Assistance.
- Europ Assistance is entitled, at its own expense, to have the animal examined by one of its medical consultants (veterinarians) or another authorised veterinarian of its choice.

a) Contact details

Insured persons may contact Europ Assistance 24 hours a day, seven days a week.

Tel.: +41 (0)22 593 73 50

Fax: +41 (0)22 939 22 45

E-mail: help@europ-assistance.ch

Address: Europ Assistance (Suisse) Assurances SA
Avenue Perdtamps 23, CP 3200
CH – 1260 NYON 1

b) Breach of obligations

If insured persons do not comply with the applicable rules, their benefits may be withheld or reduced.

No benefits must be provided if an insured person knowingly provides inaccurate information, conceals facts, or fails to fulfil the applicable obligations to the detriment of Europ Assistance.

C6 Definitions

Policyholder: Person specified in the policy and having legal residence in Switzerland or the Principality of Liechtenstein, having taken out PET Assistance supplementary insurance within the framework of PrismaFlex insurance covering the animal(s) specified in the contract, and hereinafter referred to as the owner of the animal.

Insured party: Animals and persons, owners of animals specified in the policy. Insured parties also include persons to whom the owner entrusts the insured animal.

Residence: The primary and usual place of residence of the insured person and the animal.

Country of residence: The country in which the insured person is officially resident (in principle, Switzerland).

Switzerland: The entirety of the territory of Switzerland. The insurance coverage and the exclusions stipulated for Switzerland also apply to the entire territory of Liechtenstein.

Abroad: Any country other than the country of residence of the insured person and the animal.

Relatives: These are the insured person's spouse, cohabiting partner, children, father, mother, siblings, parents-in-law, grandparents and grandchildren.

Accident: An accident is considered to be any sudden, involuntary damage to the body of an animal or its owner due to an extraordinary external cause that compromises physical, mental or psychological health, or results in death, and necessitates medical examination or treatment.

Illness affecting an animal: Illness is considered to be any impairment to physical health that is not due to an accident and which has been confirmed by a veterinarian.

Serious illness of the owner (or of the animal): An illness is considered serious if it requires hospitalisation for at least one night and ongoing care, if it results in cessation of work for at least five days on the instructions of a doctor, or if it makes travel completely impossible, also on the instructions of a doctor. These conditions shall be submitted for validation by the doctor or veterinarian of Europ Assistance.

Veterinarian: Europ Assistance only recognises veterinarians and therapists holding a federal diploma or similar (BTS, HVS, VTS, etc.).

Hospitalisation of an animal: Stay in a veterinary clinic or office.

Disappearance of an animal: Europ Assistance considers a cat to be lost 24 hours after its disappearance. A dog is considered lost from the moment of its disappearance.

C7 Exemption from liability in the event of force majeure

Europ Assistance may not be held liable for any failure to provide benefits resulting from force majeure, such as when the country is in a state of war or civil war, or due to notable political instability or popular uprisings, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural catastrophes, volcanic eruptions, atomic disintegration, epidemics, pandemics or any other case of force majeure.

The following are also excluded: the organisation and payment of search costs in mountainous areas, the ocean or in a desert.

In no case may Europ Assistance substitute for local emergency agencies.

Europ Assistance may not be held liable for the malfunctioning of the resources and websites specified in these conditions, nor for the service benefits provided in accordance with II.5.

Europ Assistance may not be held liable in the event of a breach of the laws and regulations valid in Switzerland or abroad.

C8 Special provisions

1. Transport tickets

When transport is organised and covered by Europ Assistance in accordance with these GPC, beneficiaries shall assign to Europ Assistance the right to dispose of their unused transport tickets. Where applicable, they shall also assign to Europ Assistance any amounts reimbursed by the organisation that issued the transport ticket(s).

2. Claims against third parties

Insured persons shall undertake to assign to Europ Assistance any claims that they might assert against third parties with regard to the benefits provided.

3. Assignment and pledging of benefits

Without the prior written consent of Europ Assistance, entitlements to the payment of insured benefits may not be assigned or pledged before such benefits are definitively determined.

4. Compensation

Europ Assistance is entitled to demand the reimbursement of benefits wrongfully provided and to assert claims for compensation in this case.

C9 Animal protection

The custody, accommodation and treatment of animals must comply with the humanitarian regulations and the laws and veterinary medical practices valid in Switzerland.

C10 Complementarity clause

If an insured person has entitlements arising from another insurance contract (compulsory or voluntary insurance) or may assert claims based on third-party liability, the insurance coverage provided under this contract shall be subsidiary and shall be limited only to those benefits provided by Europ Assistance which extend beyond those of the other insurance contract or the third-party liability. The costs shall only be reimbursed once in total. If Europ Assistance has nonetheless provided benefits for the same claim event, these shall be considered as an advance, and the insured party shall cede to Europ Assistance any relevant claims that could be asserted against third parties (compulsory, voluntary or liability insurance) within this scope.

II. Special provisions for insurance benefits

1 Loss of an animal

1.1. Insured benefits

If an animal is lost at a distance of over 50 km from its place of residence, in Switzerland or abroad, Europ Assistance shall undertake to refer the claimants to the appropriate services and, to this end, do everything in its power to assist the owner in the process of searching for the lost animal.

The following measures may be taken, by agreement with the owner:

- Publication of a missing notice with the cantonal notification office for lost and found animals, as well as on the Internet portal of the Swiss animal notifications centre (STMZ): www.stmz.ch
- Search and issue of a notification on: www.tierdatenbank.ch, a Swiss database for lost and found or homeless animals

- Search/alert with veterinarians, animal shelters, animal refuges, the police station or municipality at the location of the loss or at the location closest to the residence of the animal (within a 10-km radius)

- Use of the site “pet alert”

- Notification in the local press or an announcement on the local radio (text provided by the owner of the animal)

- Europ Assistance shall receive and convey to the owner of the animal all messages related to the loss

Taking all activities into account, the benefit is limited to CHF 200.– per event.

The search for a lost animal is limited to a maximum of three months from the date on which the animal disappeared.

1.2. Obligations in the event of a claim:

The owner of the animal must:

- immediately contact Europ Assistance via telephone, fax or email to notify it of the disappearance of the animal within five days.
- obtain the prior consent of Europ Assistance before taking any actions or incurring any expense, and must follow the recommended solutions.
- provide Europ Assistance with all original documentation of the expenses for which reimbursement is requested.

2. Illness, accident or death of an animal

2.1. Insured benefits

Europ Assistance shall grant insurance to cover an accident or illness affecting an animal, or the death of the animal, occurring more than 50 km from the place of residence of the animal, in Switzerland or abroad. The duration of travel covered by the insurance is limited to a maximum of 30 consecutive days.

1. Location of the nearest veterinarian

Europ Assistance shall find the nearest veterinary clinic and communicate its contact details to the owner of the animal.

2. Transport of the animal

The veterinarians in the Europ Assistance network shall communicate with the local veterinarian to decide how best to proceed in the interests of the animal. If the health of the animal requires and allows it to travel, Europ Assistance shall organise the transport of the animal to the nearest treatment centre. This benefit shall be limited to CHF 2000.– per event.

3. Attendance in the event of hospitalisation

If an animal has been hospitalised on-site due to an illness or accident that occurred while travelling, and the veterinarians of the Europ Assistance network do not recommend transport, Europ Assistance shall organise and pay the hotel fees of the owner of the animal (room and breakfast) for a maximum of two nights, for an amount of CHF 250.– per night.

Subsistence costs (meals and beverages) and the costs of telephone calls shall not be covered. This benefit may not be combined with the benefit "Transport of the owner to pick up a hospitalised animal".

4. Transport of the owner to pick up a hospitalised animal

Europ Assistance shall organise and pay for the round-trip transport of one person to pick up an animal which has remained hospitalised on-site. The transport shall be by first-class train travel, economy-class air travel, or by taxi or a rental vehicle. The means of transport shall be decided by Europ Assistance, and this benefit shall remain limited to CHF 500.– per event. This benefit may not be combined with the benefit "Attendance in the event of hospitalisation".

5. Medical costs

If an insured animal affected by an illness or injury is hospitalised while travelling, Europ Assistance may advance the payment of emergency hospitalisation costs abroad for up to CHF 3000.– maximum per event.

6. Death of an animal

a) Benefits in Switzerland

In the event of the death of an insured animal, Europ Assistance will cover the costs of recovery, incineration and an urn for an amount of up to CHF 500.– maximum.

b) Benefits abroad

In the event of the death of an insured animal, Europ Assistance will cover the costs of incineration for an amount of up to CHF 200.– maximum.

2.2. Exclusions

In no case may Europ Assistance substitute for local official emergency agencies such as the police or fire brigade.

The following specific exclusions apply to medical assistance coverage:

- All events cited under C.I., C3
- The organisation and payment of transport for benign ailments that may be treated on-site and which do not prevent the insured person from travelling or taking a trip with the animal
- Costs related to auxiliary medical aids
- Costs of cure treatment
- Costs of rehabilitation, physical therapy, chiropractic therapy

- Costs of purchasing vaccines and vaccination fees
- Cost of health check-ups
- Costs related to the purchase of medical or paramedical services and products without a therapeutic purpose recognised in Switzerland
- Medical check-ups and related costs
- Costs related to deductibles from health insurance or any other institution
- Subsistence costs and costs of telephone calls

2.3. Obligations in the event of a claim

Policyholders must:

- immediately contact Europ Assistance via telephone, fax or email.
- obtain the prior consent of Europ Assistance before taking any action or incurring any expense, and follow the recommended solutions.
- provide Europ Assistance with all original documentation of the expenses for which reimbursement is requested.
- if so requested, provide a veterinary certificate documenting the accident and/or illness affecting the animal.

In the event of late notification, Europ Assistance may not be held liable for benefits that cannot be provided in good time.

If an obligation to provide notification, information or required documents is culpably breached, Europ Assistance reserves the right to reduce or withhold its benefits.

3 Serious illness, accident or death of the owner of the animal

3.1. Insured Benefits

Europ Assistance shall grant insurance to cover an accident or serious illness affecting the owner of the animal, or the death of the owner.

1. Organisation of custodial care of the animal

Europ Assistance shall organise and pay for the custodial care of the animal while its owner is hospitalised.

Following coordination and discussion with the owner, the latter may choose among the custody options below:

- Europ Assistance may organise transport of the animal by a relative, who will receive compensation by the kilometre at the rate of CHF 0.60/km.
- If no relatives are available to care for the animal, Europ Assistance may organise custody of the animal in a kennel or animal shelter.

- Europ Assistance may also organise and pay for the costs of a dog sitter.

Taking all activities into account, this benefit is limited to CHF 800.– per event.

If the owner is repatriated (following an illness or accident) or dies at a distance of over 50 km from his or her place of residence, Europ Assistance shall provide a relative of the beneficiary with a round-trip ticket for first-class train travel or economy-class air travel in order to pick up the animal left behind.

If none of the owner's immediate family can take over custody of the animal, Europ Assistance shall organise solutions suited to the circumstances in order to repatriate the animal to its place of residence (taxi, air travel, train, etc.).

This benefit shall be limited to CHF 2000.– per event.

2. Organisation of shopping delivery

If the owner of the animal is housebound at his or her permanent residence in Switzerland, Europ Assistance shall organise and pay for the delivery of shopping at the permanent residence of the animal, based on a list provided by the owner, for a maximum period of 15 days.

In this case, Europ Assistance shall organise the shopping for food and necessities for the animal's well-being. This shopping may be done by taxi, courier or a neighbour of the owner of the animal. This benefit is limited to CHF 300.– per event (price of goods and delivery included).

3.2. Obligations in the event of a claim

Policyholders must:

- immediately contact Europ Assistance via telephone, fax or email.
- obtain the prior consent of Europ Assistance before taking any action or incurring any expense, and follow the recommended solutions.

The following documents must be provided to Europ Assistance:

- A medical certificate or death certificate

In the event of late notification, Europ Assistance may not be held liable for benefits that cannot be provided in good time.

If an obligation to provide notification, information or required documents is culpably breached, Europ Assistance reserves the right to reduce or withhold its benefits.

4 Travel assistance

4.1 Insured benefits

If the owner of the animal has to undertake emergency travel without the animal, Europ Assistance shall grant the following benefits following coordination and discussion with the owner, who may choose among the custody options below:

- Europ Assistance may organise transport of the animal by a relative, who will receive compensation by the kilometre, at CHF 0.60/km.
- If no relatives are available to care for the animal, Europ Assistance may organise custody of the animal in a kennel or animal shelter.
- Europ Assistance may also organise and pay for the costs of a dog sitter.

Emergency travel is considered to be:

- Travel for professional reasons required by the employer with less than 48 hours' advance notice, the necessity of which must be proved by the policyholder
- Travel to the bedside of a seriously ill relative
- Travel to funeral services for a deceased relative

Taking all benefits into account, the coverage is limited to CHF 1000.– per event.

4.2 Obligations in the event of a claim

Policyholders must:

- immediately contact Europ Assistance via telephone, fax or email.
- obtain the prior consent of Europ Assistance before taking any actions or incurring any expense, and must follow the recommended solutions.

The following documents must be provided to Europ Assistance:

- A medical certificate or death certificate
- Travel documentation (order confirmations, invoices, receipts, etc.)
- Proof of the necessity of travel for professional reasons

In the event of late notification, Europ Assistance may not be held liable for benefits that cannot be provided in good time.

If an obligation to provide notification, information or required documents is culpably breached, Europ Assistance reserves the right to reduce or withhold its benefits.

5 Service benefits

1. 24/7 access to the Europ Assistance hotline

Policyholders have access to the Europ Assistance hotline 24 hours a day, seven days a week, for all practical information relating to them or to their animal.

2. Travel Care Info Line

In the event of travel with or without the animal, Europ Assistance shall provide the insured person, upon request, with the following information:

- Necessary vaccinations and travel documentation
- Border formalities
- Currencies in use and the applicable exchange rates
- The current political situation
- Contagious diseases, epidemics and infectious animal diseases

3. Animal Info Line

Europ Assistance shall provide the insured person, upon request, with the following information:

- Useful addresses
- List of kennels and animal refuges, animal shelters and similar associations

- List of veterinarians
- Companies specialising in dog education and training
- Pedigree
- Animal nutrition
- Advice for cleaning of the animal (hygiene, parasites, etc.)
- Formalities involved in buying an animal (breeders, kennels, pricing, etc.)
- List of dog sitters

The costs of the provision of these services and advice of this nature shall be borne by the policyholder or insured person. The services provided by Europ Assistance shall be limited to advice and information.

Table of the insurance variants for the veterinary treatment costs of accidents and illnesses affecting dogs and cats:

1. Basic insurance	Variant 1	Variant 2
Supplementary	Veterinary costs in the event of an accident and/or illness, surgery, pharmaceutical treatments, hospitalisation, emergency transport, radiology and diagnostic imagery, homeopathy, euthanasia costs	
Description	Optimal and full coverage; premiums adjusted based on the deductible selected	
Coverage	90 %	90 %
Annual limit	2 000.–	5 000.–
Supplementary benefits included	Vaccination: 60/year (no deductible); physiotherapy, osteopathy etc.: 60/session and max. 10 sessions per year (with deductible)	
Annual deductible options	200.–	500.–
2. Supplementary covers		
Hereditary illnesses (included in the limit on benefits per year of insurance as set out in the policy)	Congenital and/or hereditary illnesses, dietetic foodstuffs and food supplements prescribed by a veterinarian (20 % of the costs), costs of psychological therapy performed by a veterinarian (max. 200/year) subject to a deductible	
Allowance for death/theft/disappearance/search costs (included in the limit on benefits per year of insurance as set out in the policy)	Single lump-sum payment of CHF 400.– if the animal dies due to an illness and/or accident: maximum age of the animal is eight years in the event of illness, with no age limit applicable in the event of an accident. Compensation up to a maximum of CHF 100.– for search costs in the event of disappearance (theft or loss). Benefits excluding deductible	
PET Assistance	Travel assistance and service benefits (Animal Info Line) provided 24 hours a day, seven days a week, in the event the animal is lost, or if the animal and/or its owner is affected by illness or an accident, or dies. Details of the benefits are found in the Europ Assistance GPC.	

Table of the Assistance insurance variants for dogs and cats:

Event covered	Benefits provided	Maximum limit per event
Loss of an animal (lost, disappeared or escaped at a distance of over 50 km from its place of residence)	Search efforts to find a lost animal – Search at the information centre for micro-chipped animals – Search/alert with veterinarians, animal shelters, animal refuges – Use of the “pet alert” website – Publication of a notification in the local press	Services included Max. CHF 200.–
Illness, accident or death of an animal (at a distance of over 50 km from its place of residence, in Switzerland or abroad)	Location of the nearest veterinarian Transport/repatriation of the animal to the nearest treatment centre Accommodation of the owner if the animal is hospitalised Transport of the owner to pick up a hospitalised animal In Switzerland: costs of recovery, incineration and an urn in the event the animal dies Abroad: costs of recovery, incineration and an urn in the event the animal dies Payment and advance payment of emergency medical costs abroad	Service included Max. CHF 2 000.– Max. two nights and CHF 500.– Max. CHF 500.– Max. CHF 500.– Max. CHF 200.– Max. CHF 3 000.–
Illness, accident or death of the owner of the animal (in the event the owner of the animal is hospitalised, housebound or dies)	– Organisation of custodial care of the animal by a relative and transport of the animal – Placement of the animal in a kennel or animal shelter – Dog-sitting Delivery of food shopping for the animal (if the owner is housebound) Transport of the animal	Max. CHF 800.– Max. CHF 300.– Max. CHF 2 000.–
Travel assistance (if the owner must undertake emergency travel without the animal)	– Organisation of custodial care of the animal by a relative and transport of the animal – Placement of the animal in a kennel	Max. CHF 1 000.–
Service benefits	Animal Info Line (useful addresses: kennels, animal refuges, animal shelters, veterinarians, canine education, training, dog-sitting, etc.) Travel Info line: formalities in the event of travel with the animal	Service included

