



General policy conditions (GPC)

for **FORMULA car insurance, release 2013**

Generali General Insurance Ltd., 1260 Nyon

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FORMULA can include the following four types of cover:

- Third party liability insurance;
- Casco insurance (comprehensive, partial or partial-Plus);
- Passenger insurance;
- FORMULA Assistance.

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A. GENERAL PROVISIONS

1. Basis of the contract

The application form, the policy, the general and specific insurance conditions and any amendments thereto form the basis of this insurance contract.

2. Types of insurance

The contract may include the following four types of insurance:

- Third party liability insurance;
- Casco insurance (comprehensive, partial or partial-Plus);
- Passenger insurance;
- FORMULA Assistance.

The types of insurance cover concluded by the policyholder shall be stated in the policy. The general provisions applicable to all four types of insurance as stated in section A, and the conditions specific to each individual type of insurance as stated in section B (third party liability insurance), C (casco insurance), D (passenger insurance) and E (FORMULA Assistance).

3. Insured vehicle/replacement vehicle

The insurance shall cover the vehicle specified in the policy or any amendments thereto (hereinafter referred to as the insured vehicle).

If the keeper, with the authorisation of the competent authority, temporarily uses a replacement vehicle of the same category (or the same rate class under casco insurance) using the licence plates of the insured vehicle, then the insurance shall only cover said replacement vehicle. However, if casco insurance is purchased, then this shall also continue to cover the replaced vehicle but only in relation to the risks of fire, natural hazards and theft.

The keeper must immediately inform the Insurer if the replacement vehicle is used for more than 30 consecutive days. If the keeper fails to do so, or if the authorities have not authorised the use of the replacement vehicle, then the Insurer shall be released from all its obligations relating to the insured person.

The insurance shall cease to cover the replacement vehicle when the keeper no longer uses it or when the replaced vehicle is put back into service using its licence plates.

4. Territorial scope and temporal application

The insurance is applicable in Switzerland, the Principality of Liechtenstein, all EU and EEA states, the Principality of Andorra, and Croatia. For European states which are not members of the EU or the EEA, a green card must be obtained from the Insurer. No cover shall be provided in countries which are not stated on the green card or whose names have been deleted on the green card.

In countries where it is mandatory to take out frontier insurance, said insurance shall always take priority. Premiums and costs associated with frontier insurance shall be borne by the policyholder. The cover is not interrupted in the event of overseas transport, on condition that the port of origin and the port of destination are both located within the geographical limits of the insurance.

However, the insurance shall cease if the keeper moves his or her place of domicile abroad (with the exception of the Principality of Liechtenstein), or obtains foreign licence plates for the insured vehicle, at the latest by the end of the policy year during which such a change has taken place. If the policyholder requests early cancellation of the insurance, this shall be granted, provided that the request was made in writing, with effect from the date of receipt thereof by the Insurer, but no earlier than the date when the Swiss or Liechtenstein licence plates are surrendered.

5. Changes to the risk

If an important risk determinant, which was previously declared in the application or otherwise, changes during the course of the insurance term, and if this results in a substantial increase of the risk, then the policyholder is required to notify the Insurer immediately in writing. The insurance shall cover this increase provided the Insurer does not terminate the contract within 14 days from receiving notice of this change. If the policyholder fails to notify the Insurer, the latter shall no longer be bound to the contract. In the event that the risk is reduced, the Insurer shall reduce the premium correspondingly upon receipt of written notification from the policyholder.

6. Inception and duration of the insurance

The contract shall be taken out for the term stated in the policy, and the cover shall apply to damage caused during the term of the contract. Third party liability insurance and precautional casco insurance pursuant to Art. 53 of the GPC shall become effective on the date stated in the insurance certificate, provided that the official certifications for the vehicle have been issued. Casco insurance and passenger insurance shall become effective upon written confirmation of acceptance of the application by the Insurer or on the date stated in the policy, unless the appropriate general agency has provided written provisional confirmation of cover.

The Insurer may reject the application in writing at any time until the policy or final confirmation of cover is dispatched. In the event of rejection, the provisional insurance cover shall lapse three days after receipt of the notification by the policyholder. The premium shall be payable for the term of the insurance cover or the precautional casco insurance.

Irrespective of the contract period of the insurance, the policyholder can only request changes to the casco insurance coverage resulting in a premium reduction after cover has been provided for an uninterrupted full policy year.

At the end of the term, the contract shall be renewed on a year-by-year basis provided that neither contracting party receives written notification of termination at least three months before the expiry date. If the contract has been taken out for a term of less than one year, it shall expire on the date stated in the policy.

7. Changes to the tariff

Changes to premiums, the premium scale system or the deductible rules for one of the insured risks authorise the Insurer to implement changes of the contract which shall take effect from the following policy year. The Insurer shall notify the policyholder of the new contractual provisions at least 25 days before the end of the policy year.

The policyholder then has the right to terminate the contract, either the part which has been amended or the entire contract, with effect from the end of the current policy year. If the policyholder makes use of this option, the contract shall lapse on expiry of the policy year to the extent specified by the policyholder. In order to be valid, the termination must be received by the Insurer no later than on the last day of the policy year (31 December). If no notice of termination is submitted, the policyholder shall be deemed to have accepted the modification of the contract.

8. Termination in the event of a claim

On occurrence of a claim for which compensation is payable, the Insurer and the policyholder may terminate the affected insurance or the entire contract. The Insurer's termination of the contract must take place no later than the date of payment of the compensation, and the policyholder's termination must take place no later than 14 days after becoming aware of this payment.

In the event of termination of the contract by the policyholder or the Insurer, the insurance cover ends 14 days after notification of the termination to the other party.

If a vehicle covered by casco insurance suffers a total loss (is written off) and if the insurance is only applicable to this vehicle, then the insurance cover shall automatically cease to apply from the time when the total loss occurred.

9. Change of vehicle keeper/owner

If there is a change of keeper or owner for the insured vehicle, the rights and obligations arising from the third party liability insurance shall be transferred to the new keeper or owner. However, the accidental damage and passenger insurance shall cease in case there is a change of the keeper or owner.

The third party liability insurance shall not be transferred to the new keeper or owner if the latter notifies the Insurer in writing within 14 days of the change of vehicle keeper that s/he does not wish the insurance to be transferred. The present contract shall automatically cease if the new vehicle registration is established on the basis of another insurance contract.

The Insurer shall be authorised to terminate the third party liability insurance in writing within 14 days from becoming aware of the change of keeper. In this case, the contract shall end four weeks after receipt of the notice of termination by the new keeper. In the event of a change of keeper, the Insurer shall reset the premium scale with effect from that time.

10. Premium payments/ premium refunds/charges

1. Premium payment:

The premium for each policy year shall be paid on the date stated in the policy.

If the premium is collected in instalments, the Insurer may charge an additional fee on each instalment.

2. Premium refund:

a) If the policyholder has paid the premium in advance for a specific insurance period and if the contract is terminated before the end of this period, the Insurer shall refund the part of the premium corresponding to the unexpired insurance period and shall not collect the remaining instalments.

b) The policyholder has no right to a premium refund:

- if the Insurer has provided the insurance benefit subsequent to the disappearance of the risk (total loss);
- if the policyholder terminates the contract subsequent to a partial loss within one year from conclusion of the insurance.

3. Charges:

In the event of late payment, an amount of up to CHF 30.– shall be charged to the policyholder for sending written reminder notices; an additional amount of CHF 100.– shall be charged if the cantonal Road Traffic Office requests that the licence plates be surrendered. The Insurer may invoice CHF 200.– for issuing a policy.

After the fourth change of vehicle during the same policy year, charges of up to CHF 50.– per vehicle change may be levied by the Insurer.

11. Depository of licence plates/suspension discount

If the insured vehicle's licence plates are surrendered to the relevant authority, the insurance shall be suspended until the licence plates are reinstated, subject to the exceptions stated in the following paragraph.

For claims occurring on roads which are not open to public traffic, the insurance cover shall remain in force as follows for the period during which the licence plates are deposited:

- for a maximum of six months from the depositing of the licence plates for third party liability insurance and for collision damages under comprehensive casco insurance (Art. 41 lit. a of the GPC);
- for the entire period when the licence plates are deposited for other insured risks under comprehensive casco insurance and for all risks under partial casco insurance.

If the period during which the licence plates are deposited lasts for at least 14 consecutive days, the Insurer shall grant the policyholder, on reinstatement of the insurance, a suspension discount on the premium for third party liability insurance, collision accidental damage cover, passenger insurance, and 50 % of the premium for partial accidental damage. The suspension discount is calculated on a pro-rata basis, for third party liability insurance and collision accidental damage cover also taking into consideration the provisions of Art. 25 and Art. 52 of the GPC; any charges related to the suspension are deducted from the discount.

The provisions of this article shall not apply to third party liability insurance with premium scale system Z or to comprehensive casco insurance with premium scale system E.

12. Interchangeable licence plates

The insurance shall apply as follows to the two vehicles specified in the policy or any amendments thereto:

1. to their full extent, for the vehicle equipped with the licence plates in accordance with requirements;

2. for the vehicle which is not equipped with these licence plates, only if the damage occurs on a road which is not open to public traffic.

If the two vehicles are in use simultaneously on roads which are open to public traffic, and if a claim occurs at this time, the Insurer shall be released from its obligations. If, by reason of traffic legislation, the Insurer is still required to intervene in a third party liability claim, it shall be entitled to demand reimbursement of compensation from the policyholder and the insured persons.

13. Failure to comply with contractual obligations

If the policyholder or the insured person fails in their obligations or if they are in breach of the principle of good faith, the Insurer shall be released from its obligations. The policyholder or insured person may provide proof that the breach of its obligations was not due to their negligence or that it had no effect on the damage or on the rights and obligations of the Insurer.

If the obligation relates to providing information or documentation (e.g. in accordance with Art. 49 para. 1 lit. b and Art. 76 lit. a and lit. c of the GPC), the sanction mentioned in paragraph 1 above shall only apply if the claimant has not provided such information or documentation within the time period agreed in the contract. If no time period is specified, correspondence to the Insurer must be provided within 14 days. This period starts from the day when the Insurer requests, with the threat of sanctions, the production of the required documentation in writing.

14. Unconditional acceptance of the policy

If the contents of the policy or the amendments thereto do not reflect the agreements made, the policyholder must ask for this to be rectified within four weeks of receiving the document. Otherwise the contents of the policy shall be deemed accepted.

15. Gross negligence

If stated in the policy, the Insurer shall waive its legal right of recourse or reduction pursuant to Art. 14 para. 2 of the Swiss Federal Insurance Contract Act and Art. 65 para. 3 of the Swiss Federal Road Traffic Act, on occurrence of insured events caused as a result of gross negligence on the part of the driver of the vehicle specified in the policy, unless the driver:

a) caused the event under the influence of alcohol, drugs and/or medication;

b) at the time of the accident, held a learner driver's licence or a probationary driver's licence. Foreign driver's licences are deemed equivalent to probationary driver's licences for as long as they have not been converted into full Swiss driver's licences;

c) caused the event by exceeding the maximum authorised speed in a particularly significant way within the meaning of the Art. 90 para. 4 of the Swiss Federal Road Traffic Act.

16. Obligation of «0‰ alcohol»

If agreed in the policy, the following provisions shall apply:

1. By joining the «0‰ alcohol» group of customers, the policyholder agrees that the insured vehicle shall not be driven by people under the influence of alcohol.

2. The Insurer shall grant a discount on the net premium for third party liability insurance. The premium discount in force on conclusion of the contract shall remain valid for the full term of the contract.

3. All policyholders whose premium rate for third party liability insurance does not exceed 100 % shall be entitled to a premium discount.

4. Claims for events which occurred under the influence of alcohol: If presence of alcohol is detected in the blood of a driver in connection with a claim, then the policyholder shall be liable to pay the sum of CHF 2 000.– in addition to the contractual deductible for each insurance cover. The policyholder will lose his or her right to a premium discount and membership of the «0‰ alcohol» group of customers.

17. Correspondences with the Insurer

All correspondence with the Insurer must be addressed to the Insurer's headquarters or main office, to the general agency specified in the latest policy document (or amendments thereto) or the address notified to the policyholder. This does not apply to notification made pursuant to Art. 26 para. 2 (third party liability) and Art. 76 lit. a of the GPC (passenger insurance).

18. Place of jurisdiction and supplementary legislation

1. Place of jurisdiction:

Unless the law mandates a jurisdiction of the courts at the location of the accident, the Insurer recognises the choice of jurisdiction of the Courts at the Swiss domicile of the insured person or the Swiss registered office of the Insurer.

2. Supplementary legislation:

The Swiss Federal Law on Insurance Contracts (VVG) as well as the Swiss traffic laws shall apply in addition to these provisions.

B. THIRD PARTY LIABILITY INSURANCE

20. Object of the insurance

The Insurer shall cover civil claims filed against the insured persons in accordance with the legal provisions governing civil liability as a result of

1. death or injury sustained by persons (physical injury);

2. destruction or deterioration of goods (property damage)

– caused by the use of the vehicle specified in the policy and trailers or vehicles towed by the insured vehicle;

– in a traffic accident which is caused by said vehicles while they are not being used;

– as a result of providing assistance in the event of an accident involving said vehicles.

The insurance shall also extend to civil liability for uncoupled trailers within the meaning of Art. 2 of the Ordinance on Civil Liability and Road Traffic Insurance (VVV).

Furthermore, the Insurer shall cover civil claims filed against the insured persons in the event of accidents occurring while exiting or entering the vehicle, while opening or closing the doors, bonnet, sunroof or boot, and while coupling or uncoupling a trailer or a towed vehicle.

Where, following an unexpected event, the occurrence of an insured loss is imminent, the insurance shall also extend to costs incumbent upon an insured person which arise as a result of taking appropriate measures to avert this risk (loss prevention costs).

21. Insured persons

In accordance with Art. 20 of the GPC, the insurance shall cover the keeper and the persons for whom s/he is responsible pursuant to traffic legislation.

22. Insured benefits

1. The insurance shall cover the settlement of justified claims and the defence against unjustified claims.

2. The benefits provided by the Insurer are limited to the compensation specified in the policy, including any interest on the claims for damages, attorneys' fees and court charges.

3. If the maximum amount of the compensation exceeds the minimum sum guaranteed by law, the benefits provided by the Insurer shall be limited to the latter amount for each occurrence of physical injury and property damage caused by fire, explosion or nuclear power and the total loss prevention costs, which includes – but without prejudice to the rights of the injured party – interest on the claim for damages, attorneys' fees and court charges. If Swiss road traffic legislation provides for higher compensation, then that legislation shall take precedence (subject to Art. 24 para. 4 of the GPC).

23. Deductible

1. Agreed deductibles:

On occurrence of each claim, the policyholder shall bear the deductible specified in the contract.

2. Additional deductibles:

a) Other deductibles may be added to the deductible specified in the contract on a cumulative basis in the following cases:

– if, at the time of the accident, the driver held a learner driver's licence or a probationary driver's licence. Foreign driver's licences are deemed equivalent to probationary driver's licences, for as long as they have not been converted into full Swiss driver's licences;

– if the driver is not one of the stated regular drivers.

b) If a deductible is applicable and the Insurer has directly settled the injured party's claims, the policyholder is required to repay the amount of the deductible upon first request, up to the agreed deductible and irrespective of the identity of the person who was driving the vehicle at the time of the accident.

If the policyholder fails to meet this obligation within four weeks after being requested to do so by the Insurer, a written reminder requiring payment of the deductible within 14 days of the date of dispatch of the reminder and reminding the policyholder of the consequences of default will be sent. If this has no effect, the contract shall cease in its entirety on expiry of this period. The Insurer shall retain its right to receive payment for the deductible and charges (Art. 10 para. 3 of the GPC).

3. Waived deductible:

A policyholder deductible shall be waived

– where benefits have been paid, although no fault is attributable to the insured person (purely causal liability);

– in the event of joyrides where the keeper is not at fault for the vehicle being used for said purpose;

– in the event of accidents occurring during driving lessons under the supervision of a driving instructor licensed by the authorities, or during the official examination to obtain a driver's licence, provided that the drivers were properly specified.

24. Limitations to the insurance coverage

Subject to paragraph 2, the insurance shall not cover:

1. the claims of the persons for whom the keeper is liable pursuant to the Road Traffic Act for property damage that s/he has suffered; nor shall the insurance cover the claims of the keeper's spouse or registered partner, his/her ascendant or descendant relatives, and siblings living in the same household, for property damage that they have suffered;

2. claims for damage to the insured vehicle, trailers or other towed or pushed vehicles, and claims for damage to items attached to these vehicles or carried by them, with the exception of items carried by the injured party, including luggage and other similar objects;

3. claims filed by foreign injured parties for accidents occurring abroad during races, rallies or similar competitions or test runs on the track; when such events take place in Switzerland or Liechtenstein, claims filed by third parties, pursuant to Art. 72 para. 4 of the Road Traffic Act, are excluded only if the special insurance required by law for such events has been concluded;

4. claims resulting from damage for which liability is provided for in the legislation on nuclear energy;

5. the liability of the driver who does not hold the licence required by law or does not fulfil the relevant conditions, as well as the liability of those persons who ought to have been aware of these defects had they paid due attention;

6. in the event of joyrides: the civil liability of the persons who stole and drove the insured vehicle with the intention of using it and that of the driver who knew or ought to have known, had proper care been taken as required by the circumstances, that the vehicle had been stolen for the purpose of using it;

7. civil liability for driving without permission of the authorities and the civil liability of those who used the vehicle entrusted to them for journeys they were not authorised to make;

8. unless otherwise agreed, civil liability arising from the transportation of hazardous materials within the meaning of Swiss road traffic legislation and the use of the vehicle for the commercial conveyance of persons or commercial hire. Commercial conveyance or hire is deemed to be established if the activity requires approval by the authorities.

The limitations listed in sections 5–8 are not applicable to the injured party, except where legal regulations provide for such limitations.

25. Bonus/malus systems

The insurance shall be governed by systems G or Z (see the tables below). The policy shall state the applicable system, the basic premium and the premium scale applicable at the commencement of the insurance. For subsequent policy years, the system G premium relates to claims history, and the system Z premium is independent of previous claims. As a result, the provisions that follow are not applicable to system Z.

In any calendar year in which the insurance was in force, if no loss has occurred for which the Insurer had to pay compensation or create reserves (the Insurer's own expenses are not taken into consideration), the premium for the following policy year shall be fixed in accordance with the next lowest premium scale, unless the policyholder has already reached the lowest scale.

Conversely, each claim for which the Insurer has paid compensation or has created reserves shall entail, from the following policy year, an increase of four premium scales in system G, but at the most up to premium scale 34. If the claim is an event without further consequences, then it shall be considered as not having occurred, and the Insurer shall revise the premium scale accordingly.

If losses occur during the period between the submission of the application and the commencement date of the insurance, the premium scale will be revised by means of an amendment.

The following are not taken into consideration:

– claims for which the Insurer has had to pay benefits although no fault is attributable to an insured person (purely causal liability);

– claims caused during joyrides when no fault is attributable to the keeper for the vehicle being stolen;

– claims borne by the policyholder, provided s/he repays the compensation paid by the Insurer, no later than 30 days after becoming aware of the appraisal of the claim.

Each change of vehicle keeper shall involve the setting of a new premium scale which shall be immediately applicable; the same shall apply to changes of vehicle if the new vehicle is not in the same category as the previous vehicle.

SYSTEM G	
Premium scale	% of the basic premium
11	35 %
12	38 %
13	41 %
14	44 %
15	47 %
16	50 %
17	54 %
18	58 %
19	63 %
20	68 %
21	73 %
22	79 %

SYSTEM G	
Premium scale	% of the basic premium
23	85 %
24	92 %
25	99 %
26	107 %
27	116 %
28	125 %
29	135 %
30	146 %
31	158 %
32	171 %
33	185 %
34	200 %

SYSTEM Z

Fixed premium independent of claims development.

26. Obligation of notification in the event of a claim

The insured person is required to notify the Insurer immediately in writing:

1. if an event occurs whose consequences could affect the insurance;
2. if, subsequent to such an event, the insured person is the object of prosecution or judicial or extrajudicial claims.

Death is to be immediately notified to the Insurer, by phone or fax, stating the name and domicile of the policyholder, the policy number, the name and address of the injured party, and the date and place of the accident.

27. Claims settlement

The Insurer shall conduct negotiations with the injured party, either as a representative of the insured person or in its own name, as it sees fit. In the event of claims occurring abroad, the Insurer is authorised to assign the settlement of the injured party's claims to the institutions designated as competent by the international insurance card («green card») or by authorities set out in international agreements and foreign laws on compulsory insurance. The settlement of the injured party's claims by the Insurer shall be binding in all cases on the insured person.

The insured person is required to assist the Insurer in its investigation of the facts and to refrain from making any personal statement regarding the claims of the injured party (contractual good faith). In particular, the insured person is not permitted to accept liability for damages or to make payments to the injured party; furthermore, the insured person is required to allow the Insurer to conduct civil proceedings as necessary.

28. Recourse

For compensation paid, including attorneys' fees and court costs, the Insurer has a right of recourse against the policyholder and the insured person to the extent that this contract, traffic law or the Swiss Federal Law on Insurance Contracts authorises the Insurer to refuse or reduce its benefits. Examples of this include:

- misuse of the replacement vehicle (Art. 3 para. 3 of the GPC);
- simultaneous use on public roads of two insured vehicles under the interchangeable licence plates system (Art. 12 para. 2 of the GPC);
- application of the rules on the limitations of the insurance (Art. 24 para. 5–8 of the GPC);
- failure to observe contractual obligations in the event of a claim (Art. 13 of the GPC);
- accidents resulting from gross negligence.

The Insurer may also initiate recourse proceedings against the policyholder and the insured person if, on the basis of an international insurance card («green card») or, in place of this, an international agreement or foreign laws on compulsory insurance, the Insurer must still pay compensation after the termination of the insurance.

In addition, the following provisions are applicable if so stated in the policy:

29. No-claims bonus protection

The first claim submitted during a full or partial calendar year (see Art. 25 para. 2 of the GPC) shall not cause any increase in the premium scale, if this claim is of a type which could affect the premium scale.

The no-claims bonus premium supplement shall be dependent on the premium scale applied.

40. Object of the insurance

The insurance shall cover damage which is outside the control of the policyholder or the driver and affects the declared vehicle as well as spare parts, accessories and equipment belonging to it. For vehicles, the following applies: equipment and accessories which are not included in the standard equipment and for which extra payment must be made, shall be compensated, without requiring special agreement, up to a total value of 10 % of the list price of the declared vehicle.

If, in the event of a claim, it transpires that the value of the equipment and accessories mentioned above is greater than 10 % of the list price, or the applicable percentage mentioned in the policy, then the Insurer shall also provide compensation for the deductible up to a further 10 % of the list price, provided that the equipment did not exist at the time of the conclusion of the contract.

The insurance shall not cover accessories and devices that can be used independently of the use of the vehicle, as well as visual, data and audio media.

41. Definition of insured damages

a) Collision damage: damage caused by a sudden, violent and involuntary effect of an external force (e.g. crash, collision, fall, sinking), excluding damages pursuant to Art. 41 lit. b–j below.

Damage caused by scratches, including tears to folding roofs or roofs with a similar function, are covered under insured damages caused by collision provided that they were caused by cars, trailers, bicycles, vehicles similar to bicycles or children's bicycles, including kick boards;

b) Theft: the disappearance, destruction or deterioration of insured items resulting from theft, theft for use or robbery, as well as destruction or deterioration resulting from an attempt to commit such acts. However, damage resulting from a breach of trust shall be excluded;

c) Fire damage: damage caused by fire (excluding scorching which is not caused by a fire), short circuit, explosion (excluding damage caused by burst tyres) and lightning. The insurance shall also cover damage to the vehicle caused by fire-fighting activities;

d) Damage caused by natural hazards: damage caused directly by stones or rocks falling on the vehicle, landslides, avalanches, snow pressure, storms (winds of at least 75 km/h), hail, high water and floods, but excluding damage caused by other natural hazards;

e) Snowslide damage: damage caused directly by a mass of snow or ice falling on the vehicle;

f) Glass breakage: breakage of the front, side and rear windows or the glass roof (including materials used in place of glass). This list is exhaustive. No compensation shall be paid if the vehicle is not repaired.

By special agreement, breakage of glass headlights and headlight bulbs or xenon headlights, with the exception of damage caused by internal defects and normal wear and tear, may also be insured;

g) Damage caused by animals: only includes damage caused by a collision with an animal. All other damage which is only indirectly related to such a collision or an avoidance manoeuvre is considered to be collision damage according to Art. 41 lit. a and Art. 48 of the GPC and, consequently, is not covered by this section of the insurance. The provisions of Art. 49 GPC, final paragraph, remain reserved;

Damage caused by martens: damage caused by animals shall include damage caused by martens to wiring, cables, pipes and rubber linings of the insured vehicle. The insurance shall also cover the consequences of the above damage, such as damage caused by lack of lubricant or coolant. However, Art. 44 lit. b of the GPC is not applicable;

h) Wilful or malicious damage by third parties: damage to components attached to the outside of the parked vehicle caused by breaking off the antenna, mirrors, windscreen wipers or ornamental items, punctured tyres, painting or spraying the vehicle with paint or other substances, and the addition of harmful substances to the fuel tank. This list is exhaustive. Collision damage is excluded;

i) Damage caused by aircraft crashing or making an emergency landing: damage as a result of aircraft, spacecraft, missiles or parts thereof falling from the sky or making a forced landing;

j) Damage caused by emergency operations: damage caused to the interior of the vehicle as a consequence of assistance provided to persons involved in an accident. The Insurer shall pay the costs of cleaning up to a total of CHF 2 000.—.

The provisions of Art. 44 of the GPC shall take precedence.

42. Types of insurance

1. Comprehensive casco insurance: The insurance shall cover all damages set out in Art. 41 of the GPC.

2. Partial casco insurance: The insurance shall cover all damages set out in Art. 41 lit. b–lit. j of the GPC, with the exception of collision damage (Art. 41 lit. a of the GPC).

3. Partial-Plus casco insurance: This insurance shall cover all damage under partial casco insurance (Art. 41 lit. b–lit. j of the GPC) and, in addition, once per calendar year, the cover shall be extended to include collision damage (Art. 41 lit. a of the GPC), for a period of 24 consecutive days. The policyholder is required to notify the Insurer in writing of the time from which s/he wishes the extended cover to start (extended to include collision damage). The cover may last for up to 24 consecutive days and begins on the stated date, at the earliest on the day after the Insurer receives the notice. If the contract commences after 30 June, the right to extend coverage

is limited to a maximum of 12 consecutive days for that calendar year. If the insurance covers interchangeable licence plates, the insured vehicle at the time of the occurrence of the damage shall be the vehicle that was equipped with the licence plates.

Partial-Plus casco insurance shall only apply to claims which are notified to the Insurer during the period of extended cover.

A contractual deductible will be charged on a claim-by-claim basis.

43. Extended cover

1. Personal items and veterinary treatment of pets:

If included, the Insurer shall pay, up to the total amount provided in the policy per event, the cost of the following:

- replacement or repair of personal items carried by passengers in the event of: loss, destruction or damage in connection with insured damage affecting the vehicle itself and in the event of theft. If the latter is the case, the stolen items must have been located in the vehicle which was completely locked and the windows of which were closed. The insurance shall not cover audio and other data media, jewellery and valuables, cash, bank notes, securities (including petrol vouchers), savings books as well as objects used for business purposes such as tools or samples;

- veterinary treatment of pets carried by the vehicle's passengers, as a consequence of injuries sustained by the animals as a result of damage to the insured vehicle itself. The insurance shall not cover damage in relation to the transportation of animals.

2. Replacement vehicle hire:

If included, the Insurer shall refund the actual costs of hiring a vehicle of the same value as the insured vehicle, at the normal rate, during the period of repairs necessitated by damage which is covered by the insurance. This compensation shall be limited to CHF 1 000.–. This cover shall also apply in the event of total loss or theft of the vehicle.

3. Stationary damage insurance:

a) Parking-Plus damage

If included, the Insurer shall pay for damage caused to the parked vehicle by unknown third parties. For this special cover, the following shall apply:

- the claim shall not lead to an increase of the premium scale;

- the cover extends to a maximum of two claims occurring and notified per year of insurance.

Parking-Plus cover is applicable until the date specified in the policy, after which it shall be converted automatically to parking damage cover.

b) Parking damage

Parking cover is the same as Parking-Plus cover but with the following restrictions:

- the cover extends to a maximum of one claim occurring and notified per year of insurance;

- the maximum compensation is limited to CHF 2 000.– per claim.

4. Free choice of garage:

Where the free choice of garage is included in the contract, the policyholder may have his vehicle repaired by the garage of his choice in the case of collision damage (Art. 41 a) or of damage to parked vehicles (Art. 43 para.3). If it is not, the Insurer shall arrange the repairs and specify where they are to be carried out.

44. Limitations to the insurance coverage

The insurance shall not cover:

- a) damage caused whilst using the vehicle for the commercial conveyance of persons or commercial hire, unless the policy or an amendment thereto provides for cover of such damage;

- b) damage to the mechanical parts of the vehicle without any external force, in particular damage caused by vehicle loading, breakage or wear and tear, broken springs due to vibration of the vehicle on the road, damage due to lack of lubricant, damage due to the lack or freezing of coolant even if it is the consequence of an insured event (this exclusion does not apply in case of theft of the vehicle);

- c) damage arising when the vehicle is being driven by a driver who does not hold the licence required by law or does not fulfil the relevant conditions, insofar as the policyholder ought to have been aware of these defects had they paid due attention;

- d) damage occurring as a result of

- warlike events, violation of neutrality, revolution, rebellion, uprising and actions taken to address these, as well as during earthquakes, volcanic eruptions or changes to the structure of the atomic nucleus, unless the insured person can prove that the claim is not related to these events;

- civil unrest (acts of violence against persons or property committed during unlawful assemblies, riots or other affrays) and measures taken to address them, unless the policyholder can prove in a credible manner that s/he or, where applicable, the driver took all measures that could be expected to avoid the damage;

- e) damage occurring while the vehicle has been requisitioned by the authorities;

- f) damage occurring whilst driving on racetracks or road surfaces designed for such purposes, as well as participating in training runs or off-road competitions or when taking a driving course. However, the insurance shall cover damage occurring in Switzerland during driving courses prescribed by law and given by licensed instructors;

- g) depreciation, reduced power or the possibility of reduced use and loss of use of the vehicle;

h) damage to batteries following a short circuit, to electrical/electronic equipment and components due to internal defects, damage affecting the tyres subsequent to the tyres bursting, if such damage does not occur at the same time as other damage which is covered by the insurance.

45. Insured benefits

a) The Insurer shall provide service for the repair of the damage and shall pay the costs of recovery and transportation to the nearest workshop which is suitable to carry out the repair. For vehicles which are less than five years old at the time of the claim, the following shall apply: where poor maintenance, wear and tear or pre-existing damage have significantly increased the cost of repair or if the repair has significantly improved the condition of the vehicle, the policyholder must bear a fair share of these costs, as determined by experts.

b) All insured risks with a **current value supplement** under casco insurance (collision risk) and/or partial accidental damage risks), pursuant to Art. 41 of the GPC, shall be compensated as follows:

1. If the costs of repair reach or exceed:

- during the first two years of service, 65 % of the compensation resulting from the application of the scale below,
- after more than two years of service, the basic value of the vehicle at the time of the claim as defined by the tax directives of the Swiss Association of Independent Motor Experts, or

2. if the stolen vehicle cannot be recovered within 30 days of written notice of the claim being received, the Insurer shall provide compensation as follows:

Year of service	Compensation (with current value supplement)
During the 1 st year	95 % of list price
During the 2 nd year	95–90 % of list price
During the 3 rd year	90–80 % of list price

Year of service	Compensation (with current value supplement)
During the 4 th year	80–70 % of list price
During the 5 th year	70–60 % of list price
During the 6 th year	60–50 % of list price
During the 7 th year	50–40 % of list price
More than 7 years	current value

If the compensation is greater than the price paid by the policyholder on acquiring the vehicle, the latter shall be refunded, but not less than the current value.

For vehicles where the current value at the time of the claim, as defined by the tax directives of the Swiss Association of Independent Motor Experts, exceeds the current value supplement according to the table above, the Insurer shall provide compensation at the current value, but not more than the price paid for the vehicle.

In all cases, the deductible pursuant to Art. 48 of the GPC and the value of the wreck pursuant to Art. 46 of the GPC shall be deducted from this amount. Art. 47 of the GPC shall take precedence.

The Insurer reserves the right to provide the insured person with a new vehicle.

Year of service is understood to mean each period of 12 months, first calculated from the date of entry into service. During a year of service, the period is calculated proportionally in relation to the time that has elapsed by the time of the claim.

List price is understood to mean the official list price, applicable at the time when the vehicle is built. If no such price exists (such as for special builds), the price paid for the new vehicle shall be applied.

The provisions of this paragraph shall also apply to equipment and accessories.

c) For all insured risks **without a current value supplement** under casco insurance (collision risk and/or

partial accidental damage risks), pursuant to Art. 41 of the GPC, the Insurer shall pay the costs of repair for one of the damages stated in Art. 41 lit. a–lit. i of the GPC, but at most the current value of the vehicle, less the value of the wreck. The current value of the declared vehicle is understood to mean its list price, less depreciation due to age, usage or wear and tear or for other reasons. If no agreement can be reached regarding the current value, the calculation is made based on the tax directives of the Swiss Association of Independent Motor Experts as applicable to the declared vehicle.

46. Wreck

The value of the wreck (i.e. the unrepaired vehicle) is always deducted from the compensation (after deduction of the deductible pursuant to Art. 48 of the GPC). If this value is not deducted from the compensation, the wreck or the vehicle shall become the property of the Insurer after payment of the compensation.

47. Supplementary benefits

a) In the event of an insured claim, the Insurer shall refund customs duties that the policyholder is required to pay.

b) In the event of an insured claim, the Insurer shall provide a refund up to the following maximum amounts:

– CHF 750.– for claims occurring in Switzerland and the Principality of Liechtenstein;

– CHF 1 500.– for claims occurring abroad, within the limits of the geographical scope of the insurance;

Costs incurred by the driver and passengers of the insured vehicle:

– for overnight accommodation and return travel by rail to their Swiss place of domicile;

– for repatriation of the vehicle to Switzerland if the vehicle cannot be taken back by the driver.

48. Deductible

1. Agreed deductibles:

For each claim, the agreed deductible is deducted from the compensation. If both the towing vehicle and the vehicle being towed are insured and the vehicles suffer simultaneous collision damage pursuant to Art. 41 lit. a of the GPC, only the agreed deductible for the towing vehicle shall be taken into consideration. This deductible shall not be deducted in the event of collision claims abroad if no fault is attributable to the insured person, provided that the policyholder assigns to the Insurer all rights in relation to the liable party so that the Insurer may obtain the amount of the deductible from the latter.

2. Additional deductibles:

Other deductibles may be added to the deductible specified in the contract on a cumulative basis in the following cases:

- if, at the time of the accident, the driver held a learner driver's licence or a probationary driver's licence. Foreign driver's licences are deemed equivalent to probationary driver's licences, for as long as they have not been converted into full Swiss driver's licences;
- if the driver is not one of the stated regular drivers;
- if the policyholder does not have the repairs of his/her vehicle's glass breakage arranged by the Insurer. In this case the additional deductible shall be CHF 200.–;
- if the policyholder has not taken out additional cover for the free choice of garage and does not have repairs to collision damage or damage to parked vehicles arranged by the Insurer. In this case the additional deductible shall be CHF 200.–.

49. Obligations of the policyholder in the event of a claim

In order not to lose the insurance coverage, the policyholder, in the event of a claim, must:

- a) immediately notify the Insurer so that it can view the damage before repairs are started. The policyholder is

not required to inform the Insurer if the vehicle suffers damage abroad for which the cost to the Insurer does not exceed CHF 1 000.–;

- b) complete and return the issued form to the Insurer without delay and provide all additional information requested to clarify the case.

Where agreement cannot be reached on the estimate or on the repair method, the Insurer has the right to appoint its own workshops in which the repair should be carried out.

If, despite a written reminder of the consequences of delay from the Insurer, the policyholder does not provide all the requested information on the circumstances and consequences of the claim within eight days, or if evidence for the confirmation of the damage is not produced within the same period, the Insurer shall not be bound to provide compensation.

In the event of theft of the vehicle or luggage, if these were insured, the insured person must notify the police immediately and file a complaint against the perpetrator.

If a stolen vehicle is recovered within 30 days, the policyholder is bound to take it back after it has been restored, as necessary, at the Insurer's cost.

In the event of damage caused by natural hazards occurring abroad, the policyholder must provide the Insurer with official documentation attesting to the facts.

In the event of damage caused by animals, the insured person is required to take immediate steps to ensure that the official bodies, such as the police, gamekeepers, etc., make a record of the circumstances surrounding the accident.

If this is not done, compensation may only be claimed for the collision under comprehensive casco insurance (Art. 42 para. 1 of the GPC).

50. Arbitration committee

Any dispute on the question of whether, in principle, the Insurer is obliged to provide compensation is subject to the ordinary courts.

Disputes concerning the scope of benefits are, however, decided by an arbitration committee composed of two experts, one nominated by the policyholder or claimant and the other by the Insurer. If one of the parties delays the appointment of its expert for more than 14 days after being requested to do so by registered mail, the other party has the right to request that the Chancellor of the Court appoint the second expert. The arbitration committee shall decide on the amount of the compensation. The decisions made by the experts, within the limits of their competence, shall be binding upon the parties unless it is proved that they clearly differ from the actual state of affairs.

In case of disagreement, the experts shall appoint a third arbitrator; if no agreement can be reached on the appointment of this person, the choice will be made by the ordinary courts. The role of the arbitrator is to decide on the remaining disputed points of the experts' reports. Each party shall bear the costs of their expert. The costs of the arbitrator shall be divided equally between the parties.

51. Assignment and pledging

Without formal approval by the Insurer, the entitlement to insured benefits may not be assigned or pledged before a final determination of such benefits is made.

52. Bonus/malus systems

The partial casco insurance is not subject to a premium scale system. The collision accidental damage cover shall be governed by systems S or E (see the tables below). The policy shall state the applicable system, the basic premium and the premium scale applicable at the commencement of the insurance. For subsequent policy years, the system S premium relates to claims history, and the system E

premium is independent of previous claims. As a result, the provisions that follow are not applicable to system E.

In any calendar year in which the insurance was in force, if no loss has occurred for which the Insurer had to pay compensation or create reserves (the Insurer's own expenses are not taken into consideration), the premium for the following policy year shall be fixed in accordance with the next lowest premium scale, unless the policyholder has already reached the lowest scale.

Conversely, each claim for which the Insurer has paid compensation or has created reserves shall entail, from the following policy year, an increase of four premium scales in system S, but at most up to premium scale 34. If the claim is an event without further consequences, then it shall be considered as not having occurred, and the Insurer shall revise the premium scale accordingly.

If losses occur during the period between the submission of the application and the commencement date of the insurance, the premium scale will be revised by means of an amendment.

The following are not taken into consideration:

- claims pursuant to Art. 41 lit. b to lit. j of the GPC;
- claims for which the Insurer has had to pay benefits although no fault is attributable to an insured person and where compensation at current value has been paid to the insurance by the liable party or his/her insurer under civil liability, upon admission of his/her sole fault;
- claims caused during joyrides when no fault is attributable to the keeper for the vehicle being stolen;

– claims borne by the policyholder, provided s/he repays the compensation paid by the Insurer, no later than 30 days after becoming aware of the appraisal of the claim.

Each change of vehicle keeper shall involve the setting of a new premium scale which shall be immediately applicable

In the event of a change of vehicle, the premium scale shall be transferred to the new vehicle.

SYSTEM S	
Premium scale	% of the basic premium
11	35 %
12	38 %
13	41 %
14	44 %
15	47 %
16	50 %
17	54 %
18	58 %
19	63 %
20	68 %
21	73 %
22	79 %
23	85 %
24	92 %
25	99 %
26	107 %
27	116 %
28	125 %
29	135 %
30	146 %
31	158 %
32	171 %
33	185 %
34	200 %

SYSTEM E
Fixed premium independent of claims development.

53. Precautional casco insurance

On establishing an insurance certificate and on issuing official authorisation, the Insurer shall provide comprehensive accidental damage cover for 21 days for vehicles of up to four years old and partial accidental damage cover for vehicles of between five and ten years old.

Precautional casco insurance is applicable to passenger vehicles where the list price (including special equipment) does not exceed CHF 150 000.—. In the event of collision damage, the policyholder shall bear the first CHF 1 000.— of the claim. Moreover, this protection is provided only if the partial or comprehensive casco insurance is concluded within a period of 21 days.

In addition, the following provisions are applicable if so stated in the policy:

54. No-claims bonus protection

The first claim submitted during a full or partial calendar year (see Art. 52 para. 2 of the GPC) shall not cause any increase in the premium scale, if this claim is of a type which could affect the premium scale.

The no-claims bonus premium supplement shall be dependent on the premium scale applied.

D. PASSENGER INSURANCE

60. Object of the insurance

1. The Insurer shall provide cover for accidents which have a causal relationship with the use of the insured vehicle. The insurance shall also cover accidents occurring while entering or exiting the vehicle, as well as those that occur at the roadside while effecting temporary repairs and other similar maintenance to the vehicle, and when roadside assistance is provided in traffic.

2. Definition of accident:

An accident is defined as any damaging, sudden and involuntary injury caused to the human body by an extraordinary external cause.

Provided that they are not clearly attributable to an illness or a degenerative condition, the following physical injuries (the list is exhaustive) are deemed equivalent to an accident even if they are not caused by an external factor of an extraordinary nature:

- a) fractures;
- b) dislocation of joints;
- c) meniscal tears;
- d) torn muscles;
- e) pulled or strained muscles;
- f) torn tendons;
- g) ligament lesions;
- h) damage to the eardrum.

61. Limitations of the insurance coverage

Even on occurrence of an event according to Art. 60 of the GPC, the insurance shall not cover physical injury or health impairment suffered by the insured person:

- 1. as a result of acts of war

– in Switzerland and the Principality of Liechtenstein,

– abroad, unless the accident occurs within 14 days of such events occurring for the first time in the country where the insured person is staying and the latter was taken by surprise by the outbreak of acts of war;

2. in the event of internal unrest (acts of violence against persons or property during unlawful assemblies, riots or other affrays) and the measures taken to restore order, unless the insured person can demonstrate convincingly that they did not actively participate in such acts on the side of the rioters or that they did not incite the rioters to such acts;

3. as a result of earthquakes in Switzerland and the Principality of Liechtenstein;

4. on intentional perpetration of or the attempt to commit a crime or offence;

5. damage occurring whilst driving on racetracks or road surfaces designed for such purposes, as well as participating in training runs or off-road competitions or when taking a driving course. However, the insurance shall cover damage occurring in Switzerland during driving courses prescribed by law and provided by licensed instructors;

6. in the event of accidents occurring when the vehicle has been requisitioned by order of civil or military authority;

7. caused by ionising radiation of all kinds, particularly resulting from nuclear energy, with the exception of radiation which is rendered necessary by an insured accident;

8. due to the intentional ingestion of pharmaceutical or chemical substances or drugs, unless this can be medically justified.

Reduction of benefits in the event of overloading:

If, at the time of the accident, the declared vehicle was occupied by a greater number of people than the maximum number of seats indicated in the vehicle registration, the Insurer shall reduce its benefits proportionally to an extent determined by the ratio between the maximum number of seats and the number of passengers.

62. Insured persons

The insurance shall cover the persons designated in the policy (or any amendments thereto).

63. Uninsured persons

The insurance shall not cover:

1. drivers who do not hold the licence required by law or do not fulfil the relevant conditions; passengers who ought to have been aware of these defects had they paid due attention;

2. persons who use the insured vehicle without the authorisation of the owner or keeper, or who use the vehicle entrusted to them for races that they were not allowed to undertake. With regard to passengers, this exclusion shall only apply to persons who were aware of the illegal use of the vehicle.

64. Death

If the insured person dies as a consequence of an insured accident according to Art. 60 et seq. of the GPC within five years of the accident occurring, the Insurer shall pay the sum insured in the event of death, in the order below, to one of the groups of individuals specified in sections 1–3, where each group, if applicable, precludes the subsequent group from becoming beneficiaries:

1. to the spouse or registered partner or, in the absence thereof, the partner and the children, with the compensation divided by half between these two categories of claimants (the children to receive equal parts); if one of the children has predeceased the insured person, the part which is due to them will be paid out to their descendants. In the absence of children, the entire death benefit shall be paid to the spouse, registered partner or the partner; in the absence of the spouse, registered partner or partner, the entire death benefit shall be paid to the children in equal parts;

2. to the parents, in equal parts;

3. to the siblings, in equal parts. If one of the siblings has predeceased the insured person, their part will be paid out to their descendants.

Step-children, adopted children and foster children are deemed equivalent to natural children. Foster children are deemed to be those children who, at the time of the accident, were in long-term foster care with the insured person, without charge, for their upbringing and maintenance.

The partner, whether of the same or different sex, is deemed equivalent to the spouse on condition that, at the date of the insured person's death, it can be proven that they had lived together for at least five consecutive years.

If the insured person has not yet reached the age of 16, the lump sum death benefit shall be a maximum of CHF 10 000.–.

If there are no surviving relatives as mentioned above, the Insurer will only pay the funeral costs to the extent that these have not been paid by another insurer or by a responsible third party, up to 25 % of the sum designated in the event of death.

If a man, a widow or a divorced woman leaves three or more children aged under 20, the insurance sum shall be doubled. If, in this case, the deceased also leaves a spouse or partner, half of the doubled compensation shall be paid to the spouse or partner, and the other half shall be paid to the children.

65. Disability

If the accident has caused a disability which is presumed to be permanent, the Insurer shall pay compensation calculated as follows:

A. Determination of the degree of disability:

1. The parties to this contract are bound to the degrees of disability listed below.

In the event of total loss or total loss of function:

of both hands or both arms, of both feet or both legs	100 %
of one arm or one hand and, at the same time of one leg or one foot	100 %
of one arm at the level of the elbow or above	70 %
of one forearm or one hand	60 %
of one thumb	22 %
of one index finger	14 %
of one other finger	8 %
of one leg at the level of the knee or above	60 %
of one leg below the knee	50 %
of one foot	40 %
of sight in both eyes	100 %
of sight in one eye	30 %
of sight in one eye if the sight in the other eye was already lost prior to the accident in question	70 %
of hearing in both ears	60 %
of hearing in one ear	15 %
of hearing in one ear if the hearing in the other ear was already lost prior to the accident in question	45 %

2. In the event of partial invalidity or partial loss of function, the degree of disability will be reduced proportionally.

3. In the event of simultaneous loss or loss of function in several parts of the body, the degree of disability will be established by adding together the different degrees, but the total degree of disability must not exceed 100 %.

4. If the parts of the body affected by the accident had previously suffered partial invalidity or loss of function, the pre-existing degree of disability, calculated in accordance with the principles above, will be deducted from that confirmed after the accident.

5. In cases which are not mentioned above, the degree of disability will be determined on the basis of medical observations by analogy with the percentages given under section 1.

6. The degree of disability shall only be fixed on the basis of the presumed definitive state, at the latest five years after the accident.

B. Simple or progressive disability:

The lump sum disability benefit is calculated in accordance with benefits option A (progressive disability). Progressive disability insurance shall not apply to persons aged over 65 at the time of the accident. For these persons, the lump sum disability benefit is calculated in accordance with benefits option B (simple disability).

The lump sum benefit is expressed as a percentage of the sum insured agreed for disability, and is determined as follows:

Disability level in %	Benefit as per variant	
	A in %	B in %
26	28	26
27	31	27
28	34	28
29	37	29
30	40	30
31	43	31
32	46	32
33	49	33
34	52	34
35	55	35
36	58	36
37	61	37
38	64	38
39	67	39
40	70	40
41	73	41
42	76	42
43	79	43
44	82	44
45	85	45
46	88	46
47	91	47
48	94	48
49	97	49
50	100	50
51	105	51
52	110	52
53	115	53
54	120	54
55	125	55
56	130	56
57	135	57
58	140	58
59	145	59
60	150	60
61	155	61

Disability level in %	Benefit as per variant	
	A in %	B in %
62	160	62
63	165	63
64	170	64
65	175	65
66	180	66
67	185	67
68	190	68
69	195	69
70	200	70
71	205	71
72	210	72
73	215	73
74	220	74
75	225	75
76	230	76
77	235	77
78	240	78
79	245	79
80	250	80
81	255	81
82	260	82
83	265	83
84	270	84
85	275	85
86	280	86
87	285	87
88	290	88
89	295	89
90	300	90
91	305	91
92	310	92
93	315	93
94	320	94
95	325	95
96	330	96
97	335	97
98	340	98
99	345	99
100	350	100

C. Aesthetic damage:

If the accident has caused serious and permanent physical disfigurement (aesthetic damage, such as scarring) which does not give rise to any entitlement to a disability benefit pursuant to A or B above, but will nonetheless affect the insured person's financial future or social situation, the Insurer will pay compensation equal to 10 % of the sum insured for disability stated in the policy if there has been disfigurement of the face, and to 5 % of this sum if the disfigurement applies to other parts of the body which are normally visible. The benefits due for such damage must not exceed a total of CHF 10 000.– in any one particular case.

D. Payment due dates:

The benefits due will become payable when the disability which is assumed to be permanent or the aesthetic damage has been established and any daily allowance payments have ceased.

66. Daily allowance

For the duration of medical treatment or stays at a health resort according to Art. 68 para. 1(3) of the GPC, but up to a maximum of 730 days within a period of five years from the date of the accident, the Insurer shall pay a daily allowance to the insured person, including on Sundays and public holidays. For as long as the insured person is completely incapable of working, the full daily allowance will be paid; in the event of partial incapacity to work, the allowance paid will be reduced in accordance with the degree of incapacity to work. The right to a daily allowance shall cease at the latest on the day when regular medical treatment ceases or becomes unnecessary as the medical state of the injured party is definitive. The right to a daily allowance shall commence on the date of the first consultation, but at the earliest on the day after the accident. If the policy provides for a waiting period, this period shall start on commencement of the right to a daily allowance.

Insured persons with no income who are under the age of 16 at the time of the accident are not entitled to a daily allowance.

67. Hospicash

For the duration of a stay in hospital or health resort according to Art. 68 para. 1(3) of the GPC, but up to a maximum of 730 days within a period of five years from the date of the accident, the Insurer shall pay the agreed Hospicash and, if appropriate, the daily allowance pursuant to Art. 66, and treatment costs pursuant to Art. 68, of the GPC.

If the insured person is being treated at home, then, for the duration of the accident-related full inability to work, the documented costs for upkeep of the household by a person who does not live in the same household as the insured person are covered by the insurance. The Insurer however contributes at most half of the Hospicash sum insured and for a maximum of 150 days.

68. Treatment costs

The Insurer shall cover the costs listed in paragraphs 1 to 5 below, provided they were incurred within five years of the day of the accident:

1. Expenses incurred by the insured person for hospital treatment, health resorts, physicians, dentists, pharmacies, baths, massages and other medical treatments. If required by the nature of the injury, the Insurer shall also cover the costs of a chiropractic treatment, provided that it is performed by a qualified chiropractor who holds government authorisation.

In the event of dental injuries in children and young people, the Insurer will refund the costs of interim treatment required and the cost of permanent restoration, even after the period of five years from the date of the accident, but no later than when the insured person reaches the age of 22. At the request of the policyholder, the compensation may be paid immediately on the basis of an estimate.

Hospital is understood to mean any institution which admits only the injured or sick and is subject to the supervision of a qualified physician. Health resort is understood to mean any treatment of a patient outside their place of domicile in an institution providing health and special treatments or high altitude treatments, provided that the treatment was ordered by the attending physician with the approval of the Insurer and provided that the patient is under medical supervision.

2. Costs of aesthetic surgery, provided this is necessary as a result of the accident, as part of the sum insured, up to a maximum of CHF 10 000.–.

3. The costs of nursing professionals or persons made available by public or private institutions, and the costs of hiring patient aids incurred during the period of the treatments mentioned in para. 1 above (in the event of treatment at home).

4. The costs of the first purchase of prostheses, glasses, hearing aids and orthopaedic aids, and the costs involved in their repair or replacement (new replacement value) if they are damaged or destroyed as a result of an accident leading to treatment as defined in para. 1 above.

5. The costs:

a) of transportation of the insured person required by the circumstances of the accident; the costs of air transport shall only be refunded if medically or technically essential. In addition, the costs of transporting the insured person from the hospital to his or her place of domicile shall be compensated, provided that the insured person's state of health does not allow them to travel using their own means or public transport; the same shall apply to the costs of transport necessitated by outpatient treatment;

b) for operations to rescue the insured person, provided they were not necessitated by illness;

c) incurred in repatriating the remains of the insured person if the death was due to an insured accident;

d) arising from search operations to rescue or locate the insured person, up to a maximum of CHF 20 000.–.

If the treatment costs are covered by multiple insurance policies held with insurers making payments for claims arising from the same accident, the total benefits may not exceed the actual total costs resulting from that particular accident. The Insurer will only provide benefits proportionally to an extent determined by the ratio between the insured benefits it provides and the total amount of benefits guaranteed by all insurers.

Treatment costs and the cost of prostheses are reduced by the extent that they were paid by a liable third party or are the responsibility of an insurer under the Swiss Federal Acts on Accident Insurance (UVG), Disability Insurance (IV), Health Insurance (KVG) or Military Insurance (MV). If the Insurer is required to make a contribution even though a third party is liable for the accident, the insured person must assign to the Insurer his or her rights against the third party in the amount of the treatment costs and cost of prostheses paid by the Insurer.

69. Medical assistance services

The assistance services pursuant to Art. 69–72 shall be provided by Europ Assistance (Suisse) SA, Geneva, on behalf of Generali Assurances Générales SA, Nyon.

The following benefits (Art. 69–72 of the GPC) shall be provided to the insured passengers of the vehicle specified in the policy after the occurrence of an accident involving the vehicle.

If the insured person is entitled to receive benefits under other insurance contracts, the cover provided by Articles 69–72 of the GPC shall be limited to the part of our benefits which exceed those provided by the other insurance contract.

As part of this insurance, however, an advance may be granted on these benefits. The claimant shall assign his or her claims to one of the organisations named above, up to the total advance granted.

70. Medical assistance abroad

1. Transport/repatriation:

If an insured person suffers an accident during his or her journey, the Europ Assistance physicians shall contact the local physician, possibly the attending physician, to decide the best course of action in the interest of the insured person. However, the benefits shall only be provided abroad on condition that the travel period does not exceed 90 consecutive days. Once the state of health of the insured person permits, based on the decision of the physicians, Europ Assistance shall organise and cover, according to medical requirements:

the repatriation of the insured person to his or her place of domicile; or the transportation of the insured person, under medical supervision if necessary, to an appropriate hospital near to his or her place of domicile by ambulance, first class rail travel (sleeper compartment or seat), commercial airline or air ambulance.

Europ Assistance reserves the right, on doctors' advice, to arrange initial transportation to an appropriate hospital near the location where the accident occurred. In this case, the Europ Assistance medical service will arrange hospitalisation.

As soon as the Europ Assistance physicians judge that the insured person's state of health allows the person to travel without medical supervision, Europ Assistance shall cover and provide the insured person with an economy class air ticket for return travel to his or her place of domicile.

Such transportation may only be arranged with the prior agreement from the Europ Assistance physicians, after having taken advice from the local physician.

Only the medical interests of the insured person and compliance with health regulations shall be taken into consideration in determining the suitability for transport, the choice of transport method, and the choice of location of any hospital.

These benefits may not be drawn cumulatively with the benefit described in Art. 68 para. 5 lit. a of the GPC.

2. Advance on hospital care costs:

If an insured person who has suffered an accident requires hospital care during his or her journey, Europ Assistance may provide an advance on hospital care costs of up to CHF 5 000.– per insured person and event, based on the following two cumulative conditions:

the care must be prescribed in agreement with the Europ Assistance physicians;

the insured person must be deemed unfit for transport as decided by the Europ Assistance physicians.

No advance on costs is paid from the date on which Europ Assistance is able to carry out the transport of the insured person.

Advances on costs shall be invoiced to the insured person.

If such advances are not repaid within 30 days, late payment interest will be invoiced to the insured person at a rate of 5 %.

3. Presence in the event of hospitalisation:

a) Immediate attendance at the bedside of the insured person:

In the event that the insured person is hospitalised during his or her journey, Europ Assistance shall cover the unexpected costs of a hotel (bed and breakfast) for a close relative or friend of the insured person who is onsite, of up to CHF 150.– per night for a maximum of 7 days.

Other subsistence costs and costs of telephone calls shall not be borne.

b) Attendance in the event of hospitalisation lasting longer than 7 days:

If the insured person is hospitalised during his or her journey, no close relative or friend of the insured person is present, and the Europ Assistance physicians do not recommend repatriation before 7 days have passed,

Europ Assistance shall organise and cover travel to and from Switzerland by a person chosen by the insured person to attend at his or her bedside, either by first class rail travel or economy class air travel.

Europ Assistance shall also cover the costs of a hotel (bed and breakfast) for this person, of up to CHF 150.– per night for a maximum of 7 days.

Other subsistence costs and costs of telephone calls shall not be borne.

4. Extension of hotel stay for the insured person who has suffered an accident:

If the state of health of the insured person does not justify hospitalisation nor repatriation and prevents them from returning home on the date originally planned, Europ Assistance shall cover the unexpected costs of a hotel (bed and breakfast) of up to CHF 150.– per night for a maximum of 7 days.

Other subsistence costs and costs of telephone calls shall not be borne.

5. Accompaniment of children:

If an insured person suffers an accident during his or her journey and their state of health does not permit them to take care of their children aged under 16 who are travelling with the insured person, Europ Assistance shall organise and cover travel to and from Switzerland by first class rail travel or economy class air travel for a person chosen by the insured person or a hostess to accompany the children to their place of domicile in Switzerland by first class rail travel or economy class air travel. The tickets for the children shall be covered by their family.

6. Provision of required medicines:

If an insured person, without fault on his or her part, no longer has the necessary supply of medicines that were prescribed before leaving on a journey, the Europ Assistance physicians shall investigate whether the same medication can be obtained at the place abroad – regardless of brand name – or an equivalent medication. If not, Europ Assistance shall source the medication in Switzerland and have it sent to the insured person as quickly as possible.

The costs of sourcing and dispatch shall be covered by Europ Assistance. Costs advanced by Europ Assistance for the purchase of medication shall be refunded within 30 days of the insured person returning to Switzerland. If such advances are not repaid within 30 days, late payment interest will be invoiced to the insured person at a rate of 5 %.

7. Repatriation of the body in the event of death:

If an insured person dies during his or her journey, Europ Assistance shall organise and cover the transportation of the deceased insured person to the location of the funeral in Switzerland.

Europ Assistance shall also cover all costs involved in the preparation and specific arrangements for the transport.

This benefit may not be drawn cumulatively with the benefit under Art. 68 para. 5 lit. a of the GPC. Europ Assistance shall also contribute to the costs of the coffin, up to a maximum of CHF 800.–.

Other costs (in particular the funeral service, local funeral procession and burial) shall be covered by the family.

71. Advice, assistance and organisation in relation to medical services in Switzerland

The benefits shall comprise: advice, assistance and organisation by telephone before, during and after a stay in hospital;

– advice and assistance regarding medical questions or in relation to treatments;

– information about physicians, therapists, clinics, centres, spas, their medical specialisations and services;

– sending documentation;

– organising appointments with physicians;

– obtaining quotes;

– coordinating admission to, departure from or transfer to another institution;

– information on the recovery process; organising: Spitem, rehabilitation, health resorts, nursing and convalescent homes, household assistance;

– organising medical aids (e.g. crutches, wheelchairs, electric beds, prostheses, glasses, hearing aids, orthopaedic aids);

– organising transport for outpatient treatment;

– services on request (e.g. flower delivery, taxis, etc...)

72. Exclusions (relating to Art. 69–71 of the GPC)

Europ Assistance is in no way a substitute for official local emergency services such as the police or fire brigade.

1. Exclusions from the insurance cover (in addition to Art. 61 of the GPC):

– measures and costs incurred without the approval of Europ Assistance, as well as measures and costs for which cover is not expressly provided for in Art. 69–71 of the GPC;

– situations related to strikes;

– organisation and cover of transport referred to in Art. 70 para. 1 of the GPC for benign conditions that can be treated locally and which do not prevent the insured person from continuing his or her journey;

– costs related to excess weight of luggage during transport by air and the cost of handling luggage if it cannot be transported with the insured person;

– subsistence costs and costs of telephone calls;

– costs which are not justified by the original documents provided.

2. Exemption from liability in the event of force majeure:

Europ Assistance cannot be held liable for deficiencies and delays in service performance due to force majeure or events such as wars, political unrest, riots, acts of terrorism, restrictions on the free movement of persons and property, strikes, explosions or natural disasters.

73. Damage to luggage and vehicle accessories

For motor vehicles, without requiring special agreement, the insurance shall cover up to CHF 1 000.– per insured person and per claim for damage to clothing or personal items of the insured persons (travel effects).

If these travel effects are destroyed, the Insurer shall pay an advance of CHF 500.– per insured person and per claim for purchasing essential items (starter kit).

In addition, the Insurer shall provide compensation, up to CHF 1 000.– per claim, for the costs of repairing or replacing the following accessories: seats, seat covers, carpets, seat belts and headrests.

This cover is granted provided that the damage to the travel effects and accessories occurs at the same time as an accident covered by this insurance and that there is a causal link between the accident and the damage, or if insured persons suffered the aforementioned damage while providing assistance to persons involved in a traffic accident.

The same cover is granted to third parties who provide assistance to insured persons.

In the event of a total loss, the Insurer shall refund the costs of acquiring new items (new replacement value); in the event of partial damage, the Insurer shall refund the costs of cleaning, repair or restoration.

The insurance shall not cover the following: jewellery and valuables, cash, bank notes, securities (including petrol vouchers), savings books as well as objects used for business purposes such as tools or samples.

Claims for indemnity or compensation by third parties on account of the services that they have provided to the injured party shall be excluded from this cover.

74. Contributory effect of illnesses and disabilities

If the consequences of the accident have been aggravated by an illness, a state of ill health or a disability that existed prior to the accident or which has emerged subsequent to and independently of the accident, the Insurer's benefits will be reduced proportionally, as confirmed by experts, in accordance with experts' opinions. This restriction does not apply to treatment costs insurance (Art. 68 of the GPC).

75. Relationship with the keeper's liabilities

The benefits provided by the Insurer in respect of death and disability insurance, as well as daily allowance and daily allowance in the event of hospitalisation, shall be paid, subject to paragraph 2 below, in addition to the benefits provided under third party liability insurance.

The Insurer's benefits are offset against claims for damages to the extent that the keeper or driver must meet these claims himself or herself (e.g. following recourse proceedings).

76. Obligations of the policyholder and the insured persons in the event of claims

a) Notification of accident: if the insured person suffers an accident for which compensation is claimed, the policyholder or the claimant is required to notify the Insurer in writing immediately, but no later than 30 days afterwards (if possible, using the form provided for this purpose).

Death: even if notification of the accident has already been provided, the notice of death must be reported within 24 hours, if possible by fax.

The notice must be sent either to the general agency at the address stated in the policy, or to the registered office of the Insurer.

b) Medical treatment: As soon as possible after the accident, a qualified physician or, depending on the nature of the injury, a qualified dentist or chiropractor who holds government authorisation, must be consulted, and all necessary steps must be taken to aid the recovery of the insured person. Aggravation of the consequences of an accident, because the insured person fails to follow the orders of the physician, dentist or chiropractor, is not covered by the insurance.

c) Information to be provided: The policyholder or claimant is required to provide all information related to the accident, its consequences and, where applicable, the circumstances surrounding the event. In particular, s/he also undertakes to release physicians who have treated him or her at the time of the accident or previously from their obligation to maintain confidentiality towards the Insurer.

In the event of death, beneficiaries must authorise the Insurer to have an autopsy performed by its designated physician, when first requested to do so.

The policyholder or the claimant must provide the Insurer with medical certificates establishing his or her claims, at his or her own cost. If the Insurer arranges for an examination by a physician of its choice or an autopsy, the Insurer shall bear the costs thereof.

77. Assignment

Without formal approval by the Insurer, the entitlement to insured benefits may not be assigned or pledged until such benefits are fully determined.

E. FORMULA ASSISTANCE

The assistance services shall be provided by Europ Assistance (Suisse) SA, Geneva, on behalf of Generali Assurances Générales SA, Nyon.

80. General information

On conclusion of third party liability insurance in combination with casco insurance (comprehensive or partial), FORMULA Assistance insurance shall be automatically included. In the event that the rules of the general provisions (A) differ in terms of insurance cover (third party liability, accidental damage, passenger insurance), then the rules applicable to third party liability insurance shall take precedence for the FORMULA Assistance.

81. Insured vehicles and insured persons

In deviation from Article 3 of the GPC, FORMULA Assistance shall cover passenger vehicles, lightweight motor caravans and touring caravans up to 3 500 kg, as well as trailers weighing less than 350 kg (empty weight). This list is exhaustive.

The insurance shall not cover rental vehicles or vehicles intended for the commercial transportation of persons (e.g. taxis) or driving school vehicles when driven by a learner driver.

The insurance shall extend to the keeper, driver and passengers in the insured vehicle.

82. Territorial scope and temporal application

In deviation from Article 4 of the GPC, assistance services shall only be provided on condition that the travel period does not exceed 90 consecutive days.

83. Insured events

FORMULA Assistance shall cover the failure of the insured vehicle as a result of:

1. Breakdown:

Breakdown is understood to mean any failure of mechanical, electrical or electronic equipment with the effect of immobilising the vehicle at the scene of the breakdown and requiring assistance by a breakdown service or towing the vehicle to a garage to make the necessary repairs. Assistance

cover is also provided in the event of keys locked inside the vehicle, loss of vehicle keys, punctures and the use of incorrect fuel.

There is no entitlement to benefits under this contract for product recall campaigns, installation of accessories, paintwork, and false triggering of alarms.

2. Accident:

Accident is understood to mean any collision, impact against a fixed or mobile body, rollover, crash, fire or explosion with the effect of immobilising the vehicle at the scene of the accident and requiring assistance by a breakdown service or towing the vehicle to a garage to make the necessary repairs.

3. Theft:

The vehicle shall be considered stolen from the time when the insured person makes his or her statement to the competent authorities (police) and has sent a copy of the statement to Europ Assistance.

4. Attempted theft:

Attempted theft is understood to mean any unlawful entry or act of vandalism with the effect of immobilising the vehicle at the scene of the incident and requiring assistance by a breakdown service or towing the vehicle to a garage to make the necessary repairs.

The insured person must make a statement to the competent authorities (police) and send a copy of the statement to Europ Assistance.

84. Duration of vehicle immobilisation

Immobilisation is deemed to commence from the time when the vehicle is left at the nearest garage. The duration of the vehicle's immobilisation shall be specified by the repair company on acceptance of the vehicle, and shall be concluded when the work is actually completed.

85. Provision of a rental vehicle

A rental vehicle shall only be provided within the limits of local availability, regulatory provisions and criteria required by the vehicle hire company (minimum age, credit card, etc.)

86. Assistance services

1. Benefits provided in Switzerland:

1.1. Breakdown assistance/towing
Europ Assistance shall organise and cover breakdown assistance locally or the towing of the vehicle to the nearest workshop, up to a maximum of CHF 1 000.–, or up to a maximum of CHF 2 000.– if rescue costs are involved.

1.2. Immobilised vehicle

1.2.1. Waiting for repairs

To enable the insured person to wait at the location until the repairs are completed, Europ Assistance shall contribute to the unexpected costs of a hotel (bed and breakfast) for one night, of up to CHF 150.– per insured person.

1.2.2 Assisting the insured person's onward journey

If it is impossible for the insured person to wait at the location until the repairs are completed or if the vehicle has been stolen, Europ Assistance shall allow the insured person to continue his or her journey to the destination or to return to his or her place of domicile or, for a foreigner, to return to the place where s/he is staying in Switzerland:

– either by providing a ticket for first class rail travel,

– or by providing a hire car of the equivalent category for a maximum of 24 hours.

Europ Assistance shall choose the means of transport.

1.2.3. Recovery of the vehicle

After the vehicle is repaired or if the stolen vehicle has been found in a roadworthy condition, Europ Assistance shall:

– either provide the insured person (or a person of their choice) with a ticket for first class rail travel to recover the vehicle; or

– provide a hire car of the equivalent category for a maximum of 24 hours.

Europ Assistance shall choose the means of transport.

1.2.4. Repatriation of the vehicle

If the repairs to the vehicle take longer than five days, Europ Assistance shall organise and cover the transportation of the vehicle to the insured person's usual garage, up to a maximum of CHF 1 000.–.

1.2.5 Parking charges

Europ Assistance shall cover parking charges up to a maximum of CHF 250.–.

2. Benefits provided abroad:

2.1. Breakdown assistance/towing
Europ Assistance shall organise and cover breakdown assistance locally or the towing of the vehicle to the nearest workshop, up to a maximum of CHF 1 000.–, or up to a maximum of CHF 2 000.– if rescue costs are involved.

2.2. Vehicle immobilised for less than 48 hours

To enable the insured person to wait at the location until the repairs are completed, Europ Assistance shall:

– either contribute to the unexpected costs of a hotel (bed and breakfast) for a maximum of two nights, of up to CHF 150.– per insured person per night; or

– provide a hire car of the equivalent category for a maximum of 48 hours.

This benefit may not be drawn cumulatively with the vehicle recovery benefit (Art. 2.3.3.).

2.3. Vehicle immobilised for more than 48 hours

2.3.1. Waiting for repairs at the location
To enable the insured person to wait at the location until the repairs are completed, Europ Assistance shall:

– either contribute to the unexpected costs of a hotel (bed and breakfast) for a maximum of five nights, of up to CHF 150.– per insured person per night; or

– provide a hire car of the equivalent category for a maximum of 5 days.

This benefit may not be drawn cumulatively with the vehicle recovery benefit (Art. 2.3.3.).

2.3.2. Assisting the insured person's onward journey

If it is impossible for the insured person to wait at the location until the repairs are completed or if the vehicle has been stolen, Europ Assistance shall allow the insured person to continue his or her journey to the destination or to return to his or her place of domicile in Switzerland (including Liechtenstein, Büsingen and Campione) or, for a foreigner, to return to the place where s/he is staying in Switzerland, either:

– by providing the insured person with a ticket for first class rail travel or, if the train journey would last for more than 7 hours, a ticket for economy class air travel; or

– by providing a hire car of the equivalent category for a maximum of 48 hours.

Europ Assistance shall choose the means of transport.

2.3.3. Recovery of the vehicle

After the vehicle is repaired or if the stolen vehicle has been found in a roadworthy condition, Europ Assistance shall either:

– provide the insured person (or a person of their choice) with a ticket for first class rail travel or, if the train journey would last for more than 7 hours, a ticket for economy class air travel to recover the vehicle; or

– provide a hire car of the equivalent category for a maximum of 48 hours.

Europ Assistance shall choose the means of transport.

2.3.4. Repatriation of the vehicle from abroad

If the repairs to the vehicle take longer than five days, or if the stolen vehicle has been found in an unroad-worthy state, Europ Assistance shall contact the workshop where the insured person's vehicle has been left and shall arrange for repatriation of the vehicle to the insured person's usual garage in Switzerland (including Liechtenstein, Büsingen and Campione).

If it should prove impossible to leave the vehicle at this garage, Europ Assistance shall choose a workshop in closest proximity to the insured person's place of domicile. Europ Assistance shall do everything in its power to repatriate the vehicle as rapidly as possible, but cannot be held liable for delays which are beyond its control.

The transport costs borne by Europ Assistance shall be limited to the current value of the insured vehicle.

If the insured vehicle is not repatriated to Switzerland, Europ Assistance shall assist the insured person with the formalities related to appraising the wreck. Costs of destroying the vehicle shall be borne by the insured person.

2.3.5. Parking charges

Europ Assistance shall cover parking charges up to a maximum of CHF 250.–.

2.4. Costs for experts' reports

Europ Assistance shall cover the costs of establishing the extent of the damage and justification of repatriation, of up to CHF 250.– per event.

2.5. Sending spare parts abroad

If spare parts which are necessary for the repair of the vehicle are not available locally, Europ Assistance shall organise the location and dispatch of such parts by the most rapid means to the place where the vehicle is immobilised. Europ Assistance may provide an advance for the cost of purchasing spare parts; in this case, the insured person is obliged to refund this advance on receipt of the invoice.

Customs duties are borne by the insured person.

2.6. Advance on repair costs abroad

While abroad, if a repair will allow the insured person to continue on his or her journey with the vehicle, Europ Assistance may advance the costs of those repairs that are strictly necessary to continue the journey in this vehicle, up to a maximum of CHF 2 000.– per event.

No advance will be provided if the repairs cannot be performed locally.

The insured person is obliged to repay this advance to Europ Assistance 30 days after receiving the invoice.

87. Exclusions

The insurance provided under these supplementary conditions shall not cover:

– costs incurred without the consent of Europ Assistance or costs which are not explicitly provided for by these supplementary conditions;

– costs which cannot be documented by original receipts;

– damage occurring whilst driving on racetracks or road surfaces designed for such purposes, as well as during training runs or off-road competitions or when taking a driving course. However, the insurance shall cover damage occurring in Switzerland during driving courses prescribed by law and provided by licensed instructors;

– consequences of the abuse of alcohol, medication, drugs, narcotics and related non-prescription products;

– consequences of intentional or fraudulent acts on the part of the insured person, or of attempted suicide;

– consequences of immobilising a vehicle to carry out maintenance;

– repeated breakdowns caused by failure to repair the vehicle (e.g. defective battery) after initial intervention by Europ Assistance;

– costs of repairing the vehicle;

– animals transported in the trailer;

– theft of luggage, equipment and miscellaneous items left in the vehicle as well as vehicle accessories (in particular car radios);

– costs of fuel and highway tolls;

– costs of non-refundable deposits on hiring a vehicle;

– costs related to excess weight of luggage during transport by air and the cost of handling luggage if it may not be transported with the insured person;

– subsistence costs (meals, drinks) and costs of phone calls;

– costs associated with the vehicle becoming stranded;

– failure of the insured vehicle as a result of events described in Art. 44 lit. d of the FORMULA General Insurance Conditions and as a result of strikes, rockslides, landslides, avalanches, storms, hurricanes, floods, high water and other force majeure events.

88. Exceptional circumstances

Europ Assistance cannot be held liable for deficiencies or delays in service performance due to events such as: civil or foreign war, known political instability, riots, acts of terrorism, unlawful assemblies, reprisals, restriction of the free movement of persons and property, whether individual or general, strikes, volcanic eruptions, earthquakes, rockslides, landslides, avalanches, storms, hurricanes, floods, high water, changes to the structure of the atomic nucleus or other force majeure events.

Europ Assistance cannot be held liable for deficiencies in service performance due to events such as delays in and/or the inability to obtain administrative documents, for example vehicle registration documents.

89. Multiple insurances

If an insured person has already claimed benefits under another assistance contract for the same event, Europ Assistance will only provide the part of its benefits that exceed those provided by the insurer from which benefits were first claimed.