

## General Policy Conditions (GPC)

# Household insurance

Edition 2021

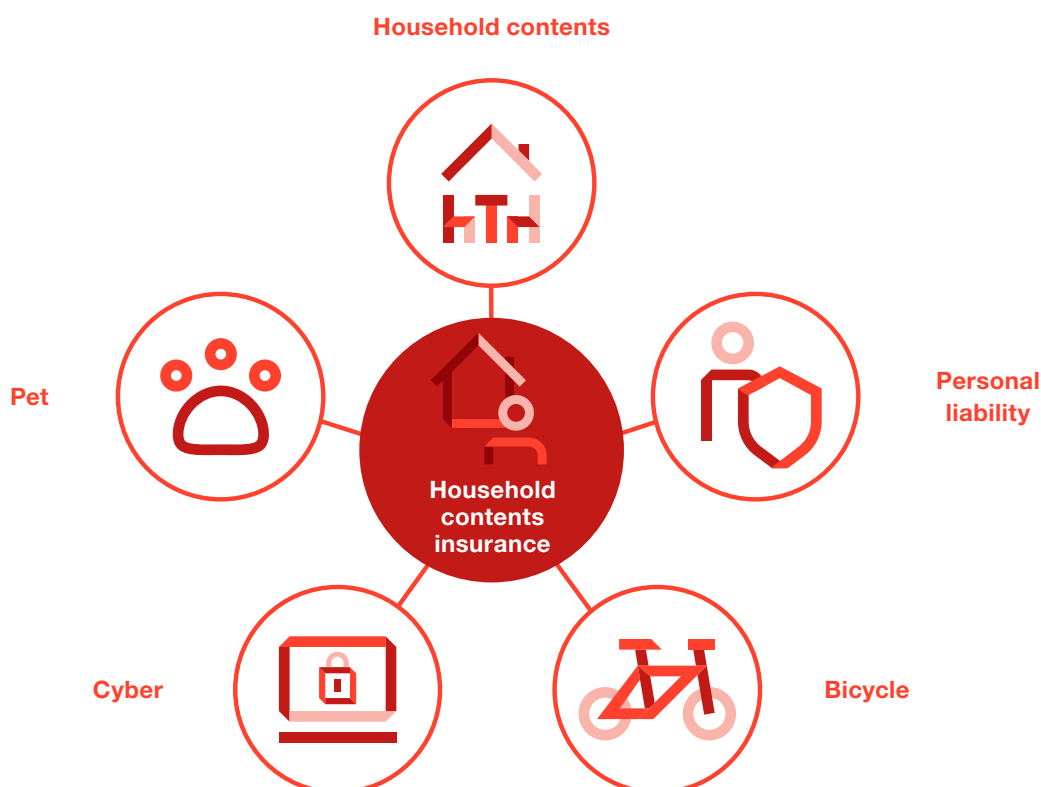
### Important introductory information

The General Policy Conditions set out all the rights and obligations applicable to both you and us. Please also observe any additional conditions or special conditions. Your insurance contract is also subject to the Swiss Federal Law on Insurance Contracts (VVG) and Swiss law.

### Various modules

**Various types of insurance are listed in these GPC. Why is that?**

Our household insurance is structured in modules. This means that you can take out different types of insurance at the same time. These are all insured under the same contract. The umbrella term “household insurance” applies to all modules. The following modules are available within household insurance:



It may be that you have only taken out some of the modules. You are only subject to the conditions of the insurance that you have specifically taken out. You may disregard the others.

## Forms of address

### Gender

For ease of reading, we use the masculine form only. This is intended in all cases to apply equally to people of both genders.

### Direct address

We use the pronouns “you” and “we” within this document. This is also for reasons of simplicity. To whom do these words refer?

- **You:** This refers to you as the policyholder. Co-insured persons and other claimants are also included.
- **We:** This generally refers to us, Generali. Depending on the module, one of our partners may act as the service provider. In that case, “we” refers to the partner. The exact details are set out in the common provisions.

### Original version

The legally binding document is the original German version, which prevails in any case of doubt or differences of interpretation.

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## General Policy Conditions

### Common provisions

#### 1. Basis of the contract, beginning, duration, place of residence

##### What does the contract cover?

Various types of insurance are listed in your policy. They all fall under a single contract.

Your rights and obligations, and ours, are set out in the following documents:

- Insurance policy
- General Policy Conditions: common provisions and specific provisions relating to each type of insurance concluded
- Where applicable, other documents such as additional conditions and special conditions

##### When is the contract valid?

**Beginning of the contract:** The insurance is valid from the date stated in the policy. If we have given you provisional written confirmation that we will provide insurance coverage to you, this coverage will begin on the agreed date. However, we have the right to reject your insurance application. In this case, our obligation to pay benefits will lapse 14 days after you receive our notice of rejection. Until that date, you must pay the applicable portion of the insurance premium.

**End of the contract:** The beginning and end dates of the insurance contract are stated in your policy. If neither you nor we give notice of cancellation, the insurance will be tacitly extended by another year at the end of each term. The contract may be terminated at the end of the third or any subsequent year, even if it was agreed for a longer period. The contract may be terminated at any time for good cause. Notice of termination must be given in writing or in a form that allows proof by text, subject to a notice period of three months. Notice of cancellation is deemed to be given in good time if the addressee receives it at the latest on the last day before the three-month notice period begins. If the contract is concluded for less than a year, it is not automatically renewed, and it ends after the agreed duration.

##### Who is insured?

You are insured as the policyholder if you have a place of residence in Switzerland.

#### 2. Service providers

As a rule, we are the insurer: Generali General Insurance Ltd. (Generali), Avenue Perdttemps 23, 1260 Nyon 1.

Legal protection insurance is provided by Fortuna Legal Protection Insurance Company Ltd. (Fortuna), Soodmattenstrasse 2, 8134 Adliswil 1.

Pet insurance is provided by EPONA cooperative and mutual animal insurance company (Epona), Avenue de Béthusy 54, 1000 Lausanne 12.

Assistance services are provided by Europ Assistance (Suisse) SA (Europ Assistance), Avenue Perdttemps 23, 1260 Nyon 1.

#### 3. Unilateral contractual amendments

Generali has the right to unilaterally amend the insurance contract in response to

- changes in legislation on which the provisions of the insurance contract are based or to
- changes in supreme court rulings or in FINMA's administrative practice that directly affect the insurance contract.

In addition, Generali may increase or reduce premiums, deductibles, waiting periods and limits of compensation in line with the cost evolution of this insurance product (e.g. increased fees for payment transactions).

To amend the contract, Generali must notify you of the changes at least 25 days before the end of the current insurance year. If you do not agree with the changes, you may cancel the contract with effect from the end of the current insurance year. If the cancellation is not received by Generali at the latest on the last day of the current insurance year, we will interpret this as meaning that you agree with the changes.

An index-linked adjustment of the sum insured is not a reason for termination. Any contractual amendments in your favour (e.g. reduction in premiums or deductibles) are also not a reason for termination.

#### 4. Cancellation in the event of a claim

After each claim for which we provide benefits, we may withdraw from the contract at the latest upon payment of the compensation. You may withdraw from the contract 14 days at the latest after we have informed you of this payment.

If the contract is cancelled by you or by us, the insurance coverage will end 14 days after the other party has been informed of the cancellation.

#### 5. Premium payment and premium refund

**Payment:** Unless agreed otherwise, the premium is set for each insurance year. You owe us the premium on the date specified in the insurance policy. The first premium, including stamp tax, is payable when you receive the policy. If the insurance coverage begins later, the premium will only become payable then.

**Refund:** If the contract is cancelled by you or by us before the end of the insurance year, we will refund you part of the premium paid. The amount of the refund will be based on the insurance period remaining. We will not collect installments falling due at a later date.

You are not entitled to a premium refund if

- we have provided the insurance benefit and no risk subsequently exists or
- you cancel the contract in the event of a claim for partial damage within one year of the contract being concluded.

## 6. Fees

If you do not pay your invoices, we charge a fee for reminders. Generali may entrust the collection of premiums to an external service provider, which may charge additional fees.

Generali may charge fees for specific services and administrative expenses in connection with your contract. These include fees for premium payments made at the post office counter and for resending documents already delivered. You can view our fee regulations at [www.generali.ch/fees](http://www.generali.ch/fees).

## 7. Obligations

The insured persons (policyholders and claimants) are obliged to exercise due care. They must take any measures required under the given circumstances to protect the insured property against the covered risks. Certain types of insurance involve specific obligations, which are mentioned in the contract. These obligations must also be observed by the insured persons.

If the insured persons violate legal or contractual obligations through their own fault, we may reduce or cancel the compensation. In such cases, we reduce the compensation by the extent to which the insured persons' violation of their obligations contributed to the occurrence or extent of the loss or damage. We will not reduce the compensation if the insured persons demonstrate that their behaviour had no impact on the occurrence or extent of the loss or damage.

Costs for the minimisation of loss or damage: You are obliged to keep the loss or damage to a minimum. We will cover the costs necessary for this.

## 8. Change of ownership

a) If the insured property changes ownership, the new owner assumes the rights and obligations arising from your contract. If the new owner does not agree to this, he must refuse to take over the insurance in writing or in another form that allows proof by text within 30 days of the change of ownership.

If the new owner only discovers the existence of the insurance after this period has ended, he may cancel it within four weeks of the date of discovery, but no later than four weeks after the point at which the first premium following the change of ownership is due for payment. The contract will lapse as soon as we receive the notice of cancellation.

The premium must be paid on a pro rata basis until the contract is rejected or cancelled. You and the new owner are liable for this. If we refund part of the premium because the insurance period has not yet expired, we will generally transfer this amount to you. If you want a refund to be made to the new owner, you must provide us with a written agreement to this effect.

b) We may cancel the contract within 14 days at most after we learn of the change of ownership, subject to a notice period of 30 days. We will refund the premium for the unexpired insurance period to the new owner.

## 9. Notices

### Notices to Generali:

You can send all notices and disclosures to the following reporting offices:

- Internet: [www.generali.ch/address](http://www.generali.ch/address)
- By post: Generali General Insurance Ltd.  
Soodmattenstrasse 2  
8134 Adliswil

### Notices from Generali:

We will validly deliver notices to the contact details last provided by you.

## 10. Place of jurisdiction

The following courts have jurisdiction in disputes arising under this contract:

- Court at your place of residence or the claimant's place of residence in Switzerland
- Court at the registered office of the insurance company concerned
- Court at the place of the insured property, provided it is in Switzerland

## 11. Supplementary legal basis

In addition to these provisions, Swiss law applies, in particular the Swiss Federal Law on Insurance Contracts (VVG), the Swiss Insurance Supervision Act (VAG) and the Ordinance on the Supervision of Private Insurance Companies (AVO).

## 12. Right of recourse

If provisions of this contract or of the Federal Law on Insurance Contracts limiting or cancelling cover cannot by law be enforced against the injured party, the company shall have right of recourse against the policyholder and/or the insured person to the extent that it could reduce or refuse its benefits.

## 13. Data protection

We process your personal data in line with all relevant data protection provisions. Detailed information about such processing is provided in our data protection policy. The currently valid version can be accessed at any time at [www.generali.ch/en/dataprotection](http://www.generali.ch/en/dataprotection).

## 14. Economic, trade and financial sanctions

If any statutory economic, trade or financial sanctions are in force that are incompatible with this insurance contract, this insurance contract does not give rise to any insurance coverage or other benefits from Generali. This applies irrespective of any contrary contractual provisions. In particular, Generali is not obliged to pay out a claim or provide any other benefit arising from this contract if this would involve Generali breaching trade or economic sanctions, laws or provisions, bans, restrictions or resolutions of the UN, EU, USA and/or Switzerland (e.g. pursuant to the EmbG, overarching list of individuals subject to sanctions, companies and organisations of the State Secretariat for

Economic Affairs SECO). The list of sanction provisions that is currently valid can be accessed via [www.generali.ch/sanction](http://www.generali.ch/sanction) or requested from our customer services department.

The following common provisions (Art. 15 to Art. 19) apply to the legal protection section of bicycle and cyber insurance:

### **15. Temporal scope**

#### **What is the period of insurance coverage?**

Legal protection applies to events that occur during the term of the household insurance contract. In general, this is determined by the point in time of the actual origin of the event. You must report claims to Fortuna within the term of the contract.

The insurance coverage does not apply to legal cases based on events and facts

- that originated before entry into force of the household insurance or
- that were known or could have been known to you before the insurance coverage entered into force.

No legal protection exists in the event of a gap in coverage.

### **16. Insurance benefits**

#### **What benefits are insured?**

In the case of notified and insured legal cases, Fortuna provides the following benefits within the scope of the sum insured:

- a)** Handling of the legal case and your representation by Fortuna's internal legal service
- b)** Costs of a lawyer or legal representative
- c)** Court fees and other procedural costs imposed on you
- d)** Any compensation for legal fees awarded to the other party and are imposed on you
- e)** Costs of expert opinions ordered by Fortuna or the courts
- f)** Costs of mediation process agreed with Fortuna or ordered by a Swiss court
- g)** Collection costs for claims awarded to you in an insured legal case (at the most until a certificate of shortfall [Pfändungsverlustschein] or bankruptcy notice is issued)
- h)** Advance bail payments to avoid being remanded in custody
- i)** Legal advice in the insured areas provided over the telephone by Fortuna's internal legal service
- j)** Costs of travel for court proceedings abroad
- k)** Translation costs for court proceedings abroad

### **17. Benefit restrictions**

#### **What benefits are not insured?**

The following benefits are not covered by Fortuna:

- a)** Fines, contractual penalties and other punitive payments imposed on you
- b)** Payment of damages of any kind
- c)** Costs for which a third party would be liable if this legal protection insurance did not exist
- d)** Disputes concerning claims that were assigned or transferred to an insured person or a third party after the occurrence of the insured event
- e)** Costs for blood tests and other analyses as well as medical examinations
- f)** Costs of official notarisations, entries to and deletions from official registers, and authorisations of all kinds

### **18. Direct indemnity in lieu of litigation**

#### **Can Fortuna substitute a sum of money for the insurance benefit?**

Instead of covering the insured benefits, Fortuna has the right to compensate the insured person directly for the financial interest at stake, thereby discharging its obligation to pay benefits. The material value in dispute will form the basis for calculation, taking due account of the litigation and collection risks.

### **19. Same event**

#### **When do multiple disputes count as one legal case?**

Multiple disputes involving one or more persons insured under the same policy and arising from the same event are deemed to be a single legal case.

## A Household contents insurance

### A1 General information

#### A1.1 Insured household contents

Household contents include all movable property for private use. They belong to you as the policyholder or to a person who lives with you in the same household or regularly returns there as a weekly resident.

Household contents also include pets, temporary structures, leased or rented objects, items used for professional purposes, personal belongings of visitors and items of property entrusted to the policyholder, as well as equipment and materials that assist with the maintenance and use of the insured building and associated premises.

#### A1.2 General exclusions

The exclusions apply to all partial insurance within the household contents insurance (see A2, Insured risks [basic and supplementary cover]).

##### Not covered:

- Motor vehicles, electric bicycles capable of travelling faster than 45 km/h, trailers, caravans and mobile homes, including any accessories, electric scooters capable of travelling faster than 20 km/h.
- Watercraft for which mandatory liability insurance is required, as well as watercraft that are not taken home regularly after use, including any accessories.
- Aircraft that must be entered in the aircraft register.
- Property and risks that are or must be insured with a cantonal insurance office.
- Personal valuables that are subject to special insurance. This clause does not apply if the insurance referred to here contains a clause to the same effect.
- Loss or damage arising from acts of war, violations of neutrality, revolution, rebellion, insurrection, epidemics, pandemics, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, as well as from volcanic eruptions or changes in the atomic nucleus structure, unless you can prove that the loss or damage is not connected with these events. **Loss or damage arising from civil unrest is, however, covered by glass breakage insurance.**
- Garden huts and apiaries with a value exceeding CHF 50,000. They must be insured as any other building.
- Damage due to wear and tear.

#### A1.3 Geographical scope

**Household contents within the home:** Your household contents are insured at the locations listed in the policy.

**Household contents outside the home:** If your household contents are temporarily located anywhere in the world for a period of up to 24 months, the household contents insurance applies worldwide within the scope of the sum insured (see A1.4 c, Limitation of the sum insured). It also applies to costs (see A1.4 b, Costs). Household contents permanently located

outside the home (e.g. in a holiday home, second home or holiday apartment and the like) are not covered by the insurance.

#### Change of place of residence:

- If you change your place of residence within Switzerland, the insurance applies both during the move and at the new place of residence.
- If you move abroad, the insurance will expire at the end of the insurance year, or with immediate effect at your request. Household contents that are transported abroad are not insured during the move or at the new place of residence.
- You must notify us of your change of place of residence in writing within 30 days. We are entitled to adjust the premiums in line with your new circumstances.

#### A1.4 Sum insured

**a) Household contents:** The household contents are insured at their replacement value, unless the current value was agreed upon. The sum insured stated in the policy is the maximum compensation you will receive in the event of a total damage. In the event of underinsurance, your household contents are not insured for their entire value and the compensation may be reduced (see G1.3, Possible reduction of compensation). Items of property that are no longer required are only insured at the current value.

**b) Costs:** The household contents insurance also covers costs arising directly from an insured event. These include, for example, costs of debris removal, additional living costs, costs of reconstitution, costs of emergency replacement glazing, emergency replacement doors and emergency replacement locks, as well as the costs of the necessary replacement or modification of locks. Your insurance covers up to 20% of the agreed sum insured for your household contents, but at least up to CHF 10,000. In the event of simple theft, the compensation is limited to CHF 1,000 per loss event.

#### c) Limitation of the sum insured

##### – Within the home:

- **Jewellery:** In the event of simple theft, compensation is limited to 15% of the agreed sum insured for your household contents, at most CHF 35,000. In the event of burglary, this limitation of compensation also applies whenever jewellery is not locked in a safe weighing at least 100 kg or in a built-in wall safe. Watches valued at over CHF 5,000 per piece are also considered as jewellery.
- **Monetary assets:** The insurance covers money, securities, savings books, precious metals, coins and medals, unmounted precious stones and pearls, credit cards, travel tickets and season tickets. Compensation is limited to CHF 5,000.
- **Professional equipment:** The insurance covers items required for work, such as laptops. Compensation is limited to CHF 5,000.



- **Scorch and fire damage:** The insurance covers damage to property exposed to a utility fire or heat as well as scorch damage. Compensation is limited to CHF 5,000 in each case.

#### Not covered

##### (in addition to A1.2, General exclusions):

- Monetary assets belonging to visitors or entrusted to the policyholder.
- Monetary assets in the case of simple theft.

#### – Outside the home:

- **Household contents:** In the event of fire, earthquake, burglary, robbery and water damage, compensation is limited to 15% of the agreed sum insured for your household contents, up to a maximum of CHF 35,000. In the event of simple theft, we compensate you up to the sum stipulated in the policy. For damage caused by earthquakes, the insurance coverage is valid only for household contents located outside Switzerland at the time of the incident.
- **Monetary assets:** In the event of fire, earthquakes, burglary, robbery and water damage, compensation is limited to CHF 5,000. For loss or damage caused by earthquakes, the insurance coverage is valid only for monetary assets located outside Switzerland at the time of the incident.
- **Scorch and fire damage:** The insurance covers damage to property exposed to a utility fire or heat as well as scorch damage. Compensation is limited to CHF 5,000 in each case.

#### Not covered

##### (in addition to A1.2, General exclusions):

- Items and monetary assets belonging to visitors and property entrusted to the policyholders.
- Professional equipment.
- Monetary assets in the case of simple theft.

#### A1.5 Automatic adjustment of the sum insured

The sum insured for household contents is adjusted on the basis of the household goods index every year at the time your premium falls due. The index is compiled annually and takes effect on 30 September. The sum insured is adjusted by the percentage by which the last known household goods index exceeds or falls below the index level of the previous year. However, the sum insured may never be less than the insured amount that you agreed with us when concluding the contract. The amounts mentioned in A1.4 c, Limitation of the sum insured and any supplementary insurance remain unchanged.

#### A2 Insured risks

In your policy, you can see which of the following risks are insured. They are listed there with the agreed sum insured.

#### A2.1 Basic cover

**a) Fire and natural events:** The insurance covers damage to or the disappearance of household contents if caused by the following events.

- **Fire:** Fire, smoke (sudden and accidental effects), explosion, implosion and lightning. The insurance also covers damage to property exposed to a utility fire or heat as well as scorch damage.
- **Natural events:** Flooding, inundation, storms (winds with a minimum velocity of 75 km/h that uproot trees or take the roofs off buildings in the vicinity of the insured property), hail, avalanches, pressure caused by snow, rockslides, falling stones and landslides.
- **Celestial objects and aircraft:** Meteorites or other celestial objects as well as aircraft or spacecraft or parts of aircraft or spacecraft falling from the sky or making a forced landing.

#### Not covered

##### (in addition to A1.2, General exclusions):

- Loss or damage arising from the effects of smoke, either gradual or according to the provisions of the law.
- Damage to live electrical machines, equipment and cables as a result of electrical energy.
- Storm and water damage caused to watercraft on the water.
- Loss or damage caused by soil subsidence, a substandard substratum or artificial earthmoving operations.
- Loss or damage caused by defective construction, poor building maintenance or failure to take appropriate preventative measures.
- Loss or damage caused by snow sliding from roofs, groundwater, rising and overflowing of bodies of water which is known to occur repeatedly, irrespective of the cause, or arising from water from reservoirs or other artificial bodies of water and backflow of water from the sewerage system.

**b) Theft:** The insurance covers loss or damage to household contents caused by the following events, as conclusively established by evidence, witnesses or circumstances.

- **Burglary:** Burglary, i.e. theft by perpetrators forcibly entering a building or a room of a building or breaking open a container such as a safe in a building or a room. Theft by unlocking a building, room or container with the correct keys or codes is also considered tantamount to burglary, if the perpetrator has obtained these by means of burglary or robbery. Forcible exit, i.e. theft by persons forcibly breaking out of a building or a room of a building, is deemed equivalent to burglary. The following are not included in this definition of burglary: theft of property from inside a motor vehicle, trailer, caravan, mobile home, watercraft or aircraft, irrespective of its location.
- **Robbery:** Theft with the use or threat of violence against you or persons living with you in the same household or persons working within the home. Robbery also includes theft committed under circumstances where resistance is not an option due to



death, unconsciousness or injury. Pick-pocketing, theft by deception and bag-snatching are not included in this definition of robbery.

- **Vandalism during burglary or robbery:** Loss or damage under the household contents insurance caused by vandalism inside the building during a burglary or robbery in your home.
- **Simple theft (if listed in your policy):** Theft that is considered neither as burglary nor robbery. The loss or misplacement of property is not included in this definition.

In the event of theft in your home, damage to the building is also covered as part of household contents insurance.

#### **Not covered**

##### **(in addition to A1.2, General exclusions):**

Loss or damage resulting from fire, smoke, lightning, explosions, earthquakes or natural events.

**c) Water:** The insurance covers loss or damage to household contents if caused by the following events.

- **Liquids and gases (air included)** leaking from pipe installations serving only the buildings in which the insured property is kept. In addition, liquids and gases (air included) leaking from equipment, appliances or aquariums connected to these installations.
- **Rainwater and water from melting snow and ice:** Where such water has penetrated into the building through external drainpipes, gutters, the roof itself or closed windows, doors or skylights.
- **Backflow from the sewerage system**
- **Groundwater and runoff waters (underground water)** within the building
- **Leakage of water and other liquids:**
  - From heating and tank installations, cooling systems
  - Heat exchangers and/or heat-pump circulation systems designed to utilise ambient heat sources of any type, such as solar energy, geothermal energy, groundwater, ambient air and the like, which serve only the insured building
  - From water beds, aquariums and ornamental fountains
- **Frost:** The insurance covers the costs of repairs and thawing of frost-damaged water pipes and appliances connected to them. The prerequisite for this is that you have installed the water pipes within the building as a tenant.

#### **Not covered**

##### **(in addition to A1.2, General exclusions):**

- Loss or damage caused by water that has penetrated into the building through open skylights or roof openings in buildings under construction or in connection with alterations or other work.
- Backflow damage for which the owner of the sewerage system is liable.
- Loss or damage arising during the filling, emptying or maintenance of such installations.
- Loss or damage resulting from fire, smoke, lightning, explosions, earthquakes or natural events.
- Loss or damage caused by defective construction.

**d) Frozen products:** The insurance covers damage to food for private use which is stored in chest freezers or larder freezers and which becomes unfit for consumption due to defrosting as a result of an unforeseen event.

## **A2.2 Supplementary cover**

### **A2.2.1 Glass breakage**

#### **Insured property:**

##### **Furniture**

- Glazing of furniture, including installation costs
- Ceramic hobs, glass hobs of induction cookers, stone tabletops, kitchen worktops made of stone, including installation costs
- Sanitary installations (washbasins, sinks, lavatories including cisterns, bidets, bathtubs and shower trays) made of glass, synthetic material, ceramic, porcelain or stone, including installation costs
- Damage to enamel

##### **Building**

- Glazing in buildings in the rooms used exclusively by you and persons living with you in the same household
- Plexiglass and similar synthetics are also insured if they are used instead of glass
- Domed roof-lights and solar panels

#### **Insured risks:** Breakage

#### **Not covered**

##### **(in addition to A1.2, General exclusions):**

- Damage to hand mirrors, optical glasses such as eyeglasses, glassware, hollow glassware (excluding aquariums) and light fittings of all types, such as lamps, damage to light bulbs, fluorescent and neon tubes, screens and floor tiles of all types.
- Loss or damage resulting from fire, smoke, lightning, explosions, earthquakes or natural events.

### A2.2.2 Simple theft outside the place of residence

**Insured risks:** Theft outside of the insured location that is considered neither burglary nor robbery

#### Not covered

(in addition to A1.2, General exclusions):

Damage due to loss or misplacement.

### A2.2.3 Credit card and telephone fraud

Also insurable under theft insurance (basic cover).

**Insured property:** Financial loss

#### Insured risks:

- **Credit card fraud:** Financial loss caused through fraud of debit, credit or customer cards by persons who do not live with you in the same household. The insurance only applies to that part of the loss for which the cardholder is liable towards the card issuer (e.g. bank) pursuant to the general terms and conditions.
- **Telephone fraud:** Financial loss caused through fraud of landline or mobile telephones by persons who do not live with you in the same household.

#### Not covered

(in addition to A1.2, General exclusions):

- Loss as a result of a card requiring a signature not bearing the signature of the cardholder.
- Loss as a result of a PIN code being written on or kept with the card.
- Loss as a result of a mobile phone not being protected by a PIN code.
- Loss resulting from failure to ask the telecommunications service provider to block the mobile connection immediately after the disappearance of the mobile phone is discovered.
- Loss or damage resulting from fire, smoke, lightning, explosions, earthquakes or natural events.

### A2.2.4 Household contents accidental damage

**Insured property:** Movable household contents that belong to you and are reserved for private use.

- **Electrical appliances:** All devices that are operated using electrical energy, including accessories.
- **Sports equipment:** Sports equipment, such as skis, fitness equipment or hunting weapons, including accessories such as helmets. In addition, remote-controlled model vehicles and model aircraft as well as drones are covered for an insured value of up to CHF 2,000.
- **Personal valuables:** Jewellery, watches and clocks, paintings, sculptures kept indoors (excluding sculptures in porcelain, ceramic or glass) and musical instruments. This list is exhaustive.
- **Other items:** Optical glasses, hearing aids, wheelchairs with or without motors and unregistered lawnmowers. This list is exhaustive.

#### Insured risks:

- **External factors:** Loss or damage as a result of external factors that occur suddenly and unexpectedly.
- **Electricity:** Damage due to the effects of electricity, unforeseen damage to insured devices or appliances if they are live and the damage is caused by the effects of electricity, overvoltage or heating due to overload.

#### Not covered

(in addition to A1.2, General exclusions):

- Non-rechargeable batteries and elements that need to be replaced regularly.
- Damage due to material fatigue, wear and tear or breakage to watch movements, or damage to varnishes.
- Items for which a legal or contractual warranty exists or arises whenever the insured items are cleaned, repaired or transported by third parties.
- Items that are permanently outdoors.
- Loss or damage caused as a result of fire, natural hazards, theft, water events, loss, misplacement or disappearance.
- Bicycles with or without motors, motorcycles, electric scooters.
- Items for competitive use.
- Costs of reconstitution for data, IT software of all kinds, and data loss.
- Hearing aids that are covered by different insurance.

### A2.2.5 Luggage insurance

#### Definition

A trip begins with departure from the place of residence, it must include an outward and a return journey, and it ends with return to the place of residence.

**Insured property:** The insurance covers luggage that is part of the household contents (see A1.1, Insured household contents). This includes all items for personal use that you take with you on a trip or hand over to a transport company for transportation.

#### Insured risks:

- **Damage and disappearance:** We pay the costs of repairing the damaged items for a value up to the replacement value, but not exceeding the sum insured. The value of the undamaged elements is deducted from the compensation. Sentimental value is not taken into account. In the event of disappearance or total loss, we pay a maximum of the insured replacement value.
- **Misdirected luggage:** If you have to buy urgently needed items because your luggage is delivered late by the transport company, we cover the costs.
- **Costs:** We pay the costs caused directly by the loss or damage up to 10% of the sum insured, but not more than CHF 500.

### Not covered

#### (in addition to A1.2, General exclusions):

- All items while you are using them.
- Musical instruments, jewellery, personal valuables, contact lenses and eyeglasses, prostheses, portable communication devices such as mobile phones, portable computers such as laptops, and software.
- Vehicles including accessories such as boats or motorcycles.
- Monetary assets, such as money, securities, savings books, precious metals (in the form of stocks, bars or merchandise), coins and medals, loose precious stones and pearls.
- Luggage that is permanently kept outside your place of residence, e.g. in a second home, boat or mobile home.
- Luggage in your home, within the residential site (e.g. building complex) and on the route to and from your normal place of work.
- Risks that can be covered by us under another type of insurance within household insurance.
- Loss or damage caused by natural wear and tear, vermin, the actual nature of the item of property, and the effects of temperature and weather.
- Loss or damage resulting from your leaving behind, misplacing or losing the item of property.

#### A2.2.6 Personal valuables insurance

**Insured property:** The insurance covers the items of property specified in the policy, which are owned by you or persons living with you in the same household.

#### Temporal and geographical scope:

##### a) For jewellery, watches and clocks, musical

##### instruments and photographic and video equipment:

- At your place of residence in Switzerland, which is specified in your policy.
- In a bank safe.
- Worldwide for a maximum of 24 months, if the items are only temporarily outside your place of residence, e.g. during travel.

##### b) For paintings and works of art: Locations in Switzerland that are specified in your policy.

#### Contract cancellation in case of a change of residence:

You must notify us of your change of residence in writing within 30 days. We are entitled to cancel the insurance contract in writing within 14 days after you have reported your change of place of residence to us. The insurance coverage will lapse four weeks after you receive the notice of cancellation. If you permanently transfer your place of residence to a hotel, the insurance coverage will lapse as soon as you receive the notice of cancellation from us.

**Insured risks:** The insurance covers loss or damage caused by the following events:

- Theft
- Robbery
- Loss
- Disappearance
- Destruction
- Damage

#### Insurance benefits:

- **General:** The insurance covers the replacement cost at the time of the loss or damage, but at most the agreed sum insured for the insured item of property.
- **For jewellery and watches:** Compensation is limited to CHF 100,000. If the total value of the insured jewellery and watches exceeds this amount, coverage is only provided over and above this value in the following cases:
  - If the jewellery and watches are worn or kept under constant personal supervision.
  - If the jewellery and watches are stolen from a locked security receptacle. A security receptacle is deemed to be a safe weighing at least 100 kg or a safe built into the wall. The keys or codes to the combination locks of the relevant receptacles must be kept securely in another room or carried on your person or by a trusted person designated by you.
  - Items of jewellery and watches that are not worn during stays at hotels must be kept in a hotel safe. If the total value is over CHF 100,000, a safe weighing at least 100 kg or a safe built into the wall is required. The keys or codes to the combination locks of the relevant receptacles must be kept securely in another room or carried on your person or by a trusted person designated by you.

### Not covered

#### (in addition to A1.2, General exclusions):

- Theft of jewellery and watches from inside a motor vehicle, trailer, caravan, mobile home, motor boat or sailing boat, or aircraft, even if securely locked.
- Loss or damage that occurs while you have entrusted the insured items to a third party for transportation or in the event of a change of residence.
- Damage, including destruction that occurs while third parties are cleaning, repairing or replacing the insured items.
- Damage due to wear and tear and damage caused by gradual effects. In addition, wear and tear or breakage to the mechanism or glass of clocks and watches.
- Loss or damage arising from the effects of light, chemical or climatic influences, changes to the colour of paintings or furs, damage to the finish on musical instruments.
- Damage to live electrical and electronic musical instruments and photographic or video equipment caused by the effect of the electrical energy itself.
- Scratches, marks, abrasions and other colour damage, as well as chip damage.
- Loss or damage arising from faulty operation, instructions or information.

- Loss or damage caused by vermin.
- Loss or damage arising from theft by persons living with you in the same household.
- Loss or damage arising from embezzlement or misappropriation.
- Loss or damage arising from forced sale under debt enforcement law or confiscation by state bodies.
- Loss or damage arising from earthquakes, volcanic eruptions or changes in the atomic nucleus structure.

### A2.2.7 Gardens and crops insurance

#### Insured property:

- **Gardens of buildings:** Lawns, ornamental shrubs, bushes, flowers, trees, enclosures, fences and hedges.
- **Components of the garden:** Items of property that form a part of the garden, such as walls, firmly fixed privacy screens, railings, garden gates, steps, statues, fountains, pools and ponds and their contents, swimming pools, flagpoles, lighting systems, alarm systems outside the building, tiled pathways and gravel paths, private access roads, avenues, traffic mirrors, solar panels, antennas and satellite dishes.
- **Crops:** Only if they are for your own use.

**Insured risks:** The insurance covers gardens and crops at their replacement value up to the maximum amount agreed in the policy.

- **Fire:** Sudden and accidental exposure to fire and smoke, explosions, implosions and lightning.
- **Natural events:** Flooding, inundation, storms (winds with a minimum velocity of 75 km/h that uproot trees or take the roofs off buildings in the vicinity of the insured property), hail, avalanches, pressure caused by snow, rockslides, falling stones and landslides.
- **Celestial objects and aircraft:** Meteorites or other celestial objects, aircraft and spacecraft or parts of aircraft and spacecraft falling from the sky or making a forced landing.
- **Sonic boom**
- **Malicious damage,** i.e. any deliberate damage or destruction of insured items of property caused by third parties.

**Insured costs:** The insurance covers the following costs if they arise in connection with the occurrence of an insured loss.

- Costs of expert damage assessments
- Costs of removing debris (excluding the costs of disposal), decontamination and recycling of air, water and earth, even if such elements are combined with insured items of property.
- Costs of minimising the loss or damage, up to the amount of the sum insured. Where these costs and the compensation together exceed the sum insured, we only compensate you if the expenditure in question was incurred for measures taken on our instructions.

#### Not covered

##### (in addition to A1.2, General exclusions):

- Damage arising from the effects of smoke (smokehouses), either gradual or according to the provisions of the law.
- Scorch damage, and damage arising from the insured items of property being exposed to excess heat or a utility fire.
- Damage due to hammer-blows in pipes, fractures caused by centrifugal force and other effects of electromechanical operations.
- Costs of work performed by the public fire brigade, the police and other parties legally obligated to help.
- Loss or damage arising from operation and cultivation, which could be expected based on experience, such as loss or damage arising from structural and civil engineering works, tunnelling, extraction of stones, gravel, sand or clay.
- Loss or damage caused by soil subsidence, a substandard substratum or artificial earthmoving operations.
- Loss or damage caused by snow sliding from roofs, groundwater, rising and overflowing of bodies of water which is known to occur repeatedly, irrespective of the cause, or arising from water from reservoirs or other artificial bodies of water, or backflow of water from the sewerage system.

### A2.2.8 Earthquake cover

#### Definition

Earthquakes are considered to be sudden tremors of solid ground due to natural causes with a subterranean epicentre. In case of doubt, the Swiss Seismological Service decides whether an earthquake has occurred.

**Insured property:** Household contents according to A1.1, Insured household contents.

**Insured risks:** Earthquakes that occur in Switzerland. All earthquakes occurring within 168 hours (7 days) of the first tremor that cause loss or damage are deemed to form one loss event. The insurance covers all loss events that commence during the insurance period.

### A2.2.9 Home Assistance

Europ Assistance provides assistance at your place of residence, as specified in the policy. It provides benefits to you as the policyholder and to all other persons insured under the household contents insurance.

**Coverage and benefits:** The insured benefits are organised, provided and financed by Europ Assistance, with the exception of the benefits listed below, which are not insured or are limited to a maximum amount. There is no cover for measures not arranged by Europ Assistance. The following benefits apply to loss events at the places of residence in Switzerland listed in the policy.

- a) Locksmith service:** Europ Assistance will arrange and pay for the use of a locksmith service in the following cases.
- The key to your home is lost or stolen.
  - The locking mechanism has been damaged due to a break-in.
  - The locking system and any other security system are defective.
  - Maximum amount: CHF 1,000 per event. The costs of the materials are to be paid by you.
- b) Rectification of faults:** In the event of a breakdown or failure of the following systems and installations at your place of residence, Europ Assistance will arrange a specialist and pay for the necessary emergency measures.
- Electrical system in your home (also applies to short circuits).
  - Sanitary installations, ventilation, air-conditioning and heating systems, pipes (including blocked water pipes that serve the insured building).
  - Maximum amount: CHF 1,000 per event, with the costs of the materials to be paid by you.

**Not covered:**

Electrical household appliances and hi-fi systems.

- c) Removal of bees', wasps' and hornets' nests:** In the event of bees', wasps' or hornets' nests at your place of residence, Europ Assistance will arrange and pay for their removal by a specialist. Maximum amount: CHF 1,000 per event.

**Not covered:**

Damage caused by the presence of the nest.

- d) Referral service:** Europ Assistance will put you in contact with experts, such as tradesmen or insurance specialists. If your bank, postal or credit cards, traveller's cheques or mobile phone are stolen or lost, Europ Assistance will contact the relevant service provider.

**Not covered:**

Consequential loss or damage such as telephone charges or misuse of credit cards.

**Assistance following damage to a place of residence**

If your residence has been damaged by fire, an explosion, water damage, theft, vandalism, climate events or natural disasters, Europ Assistance will provide the following benefits:

- a) Immediate measures:** If the loss or damage to your domicile occurs during your absence, Europ Assistance will take the necessary immediate measures with the help

of specialists. This also includes sealing off the premises. Maximum amount: CHF 1,000 per event

- b) Return travel to your domicile:** If the loss or damage event requires your presence, Europ Assistance will arrange and pay for your return journey by:
- Taxi to the nearest train station
  - Train (first class)
  - Flight (economy class)

If you had to leave behind your motor vehicle to return early, Europ Assistance will organise and pay for your travel to the original travel destination so that you can collect the motor vehicle.

- Taxi to the next train station
- Train (first class)
- Flight (economy class)

This benefit is provided from a distance of at least 100 km from the location where the loss or damage occurred. The shortest route determines the means of transport. Only additional travel costs are covered. The original tickets that you cannot use for the return journey must be returned to Europ Assistance. Europ Assistance may then use them for other purposes. This also applies to tickets that Europ Assistance provides for the return journey, but you do not use.

- c) Surveillance:** Europ Assistance will arrange and pay for a surveillance service to protect against theft for a maximum of 48 hours after occurrence of the loss or damage.
- d) Accommodation:** If your place of residence has become uninhabitable due to the damage, Europ Assistance will arrange and pay for hotel accommodation for all of the people living in your place of residence. Maximum amount: CHF 200 per person per night, maximum five nights.

**Not covered:**

Costs of meals and refreshments.

- e) Move to temporary accommodation:** If the place of residence has become uninhabitable due to the damage, Europ Assistance will assume the costs of moving all residents to temporary accommodation, at a maximum distance of 50 km from your place of residence. Travel costs will be assumed for the following means of transport (the shortest route applies):

- Public transport
- Taxi to the nearest train station and from the train station to the temporary accommodation

If the damaged place of residence is still uninhabitable 30 days after occurrence of the damage, Europ Assistance will arrange and pay for transportation of the furniture to the new place of residence. This new place of residence must be in Switzerland and must lie within 50 km of the damaged place of residence. The shortest route applies. Maximum amount: CHF 3,000 per event

- f) Dependent persons:** If the place of residence has become uninhabitable due to the damage, Europ Assistance will arrange and pay for travel by a person residing in Switzerland to accompany those minors under the age of 16 or dependent persons in need of care living and still residing at the place of residence to the home of a relative in Switzerland. You may appoint the accompanying person. Otherwise Europ Assistance will



provide a person. Europ Assistance will assume the costs of a return trip by taxi to the nearest train station as well as public transport.

- g) Dogs and cats:** If the place of residence has become uninhabitable due to the damage, Europ Assistance will arrange and pay for external accommodation of your dogs and/or cats if no relative is available to care for them. As a prerequisite, these animals must have had their mandatory vaccinations. Maximum amount: CHF 1,000 per event
- h) Transport and storage of furniture:** If the repair of a damaged place of residence requires the removal of the furniture, Europ Assistance will arrange and pay for the rental of a small van (driver's licence category B). You are responsible for transportation of the furniture. This benefit is guaranteed within the framework of the local options available, subject to the conditions imposed by vehicle rental companies. If necessary, Europ Assistance will organise storage of the furniture. You must pay the storage costs. Maximum amount: CHF 1,000 per event
- i) Cash advances and purchase of essential items:** If your means of payment were destroyed, Europ Assistance will advance a maximum amount of CHF 2,000. Repayment of this amount is due three months after payment of the advance. If household items of clothing and toiletries are destroyed, Europ Assistance will pay for the purchase of essential items, subject to provision of receipts, up to an amount of CHF 1,000 per insured person. The purchases must take place within two working days of the loss occurrence.
- j) Helpline for psychosocial support:** If, due to a loss or damage, an insured person needs support related to their physical or psychological health, experts will provide assistance or refer the person to a specialist. This benefit is limited to five calls per year and per insured person. You can reach the service on the phone number: **+41 43 843 11 42**

**Not covered:**

Medical costs.

**Info lines**

Europ Assistance provides advice and information on the following topics:

- a) "Travel Care" info line (before departure)**
- Required vaccinations and travel documents
  - Entry and customs formalities, currencies in use and the exchange rates applicable to them, the current political situation
  - Contagious diseases, epidemics and infectious animal diseases
- b) "Animal" info line (for domestic animals)**
- List of kennels and animal shelters, dog sitters, and animal protection centres and associations
  - List of veterinarians
  - List of institutions specialising in dog training
  - Tips on animal nutrition and hygiene (grooming, parasites, etc.)
  - Information about buying animals (breeders, pedigree, prices, etc.)

**Not covered:**

Follow-up costs arising from consultations (e.g. vaccinations based on recommendations).

**General exclusions**

The exclusions indicated in Home Assistance apply in addition to these general exclusions.

**Not covered:**

- Events that had already occurred at the time the insurance contract was concluded.
- Events in connection with wars, riots, revolution, civil unrest or insurrection, if the insured person was actively involved in these events.
- Events in connection with the consumption of excess alcohol, or the misuse of drugs and medication.
- Events relating to the intentional or attempted perpetration of a crime or offence.
- Costs of work performed legally or contractually by persons on national service, the public fire brigade, the police and other parties whose duty it is to provide assistance.
- Loss or damage as a result of benefits that are not provided or can only be provided partially or subject to delay due to force majeure or events such as war, political instability, terrorist attacks, restriction of the free movement of goods and persons, strikes, explosions, natural disasters and changes in the atomic nucleus structure.





## B Personal liability insurance

### B1 General information

#### B1.1 Insured persons

**Individual insurance:** If you have taken out individual insurance, the following persons are insured:

- a) You as the policyholder.
- b) Your children who are still minors and are temporarily staying with you.
- c) Employees and persons assisting within the premises for loss or damage they cause to the property of third parties during their work (see B2, 14 Employer).
- d) Other persons in a contractual employment relationship with you, for loss or damage they cause while fulfilling their duties in connection with the management, maintenance and upkeep of the insured building (see B2, 5.2 Home owner).
- e) The owner of the land, if you are the owner of an insured building, but not the land upon which the building is constructed (ground lease) (see B2, 5.2 Home owner).

**Family insurance:** If you have taken out family insurance, the following persons are also insured:

- a) Your partner if you live with this person. It does not matter whether you are married or not.
- b) Your children, stepchildren and foster children under the age of 26, provided they are not gainfully employed and do not live with you in the same household. Students and apprentices are not considered persons who are gainfully employed, even if they receive an income during their education.
- c) All persons for whom you or your partner living with you have custody or guardianship, for example minor children or legally incapacitated adults. The insurance also applies if these persons do not live in your household.
- d) All other persons residing permanently in your household.

The insurance only covers other persons if they are expressly mentioned in one of the provisions below. Third parties are persons who do not belong to the group of insured persons, unless otherwise expressly stated in these insurance conditions.

#### B1.2 Contingency cover: changed family situation

You must inform us if your family situation changes, e.g. if you marry or take another person into your household. We will then adjust the contract to suit the new individual or family insurance needs. The contract adjustment applies from the day on which the family situation changes. As a precaution, the new insurance coverage is valid for one year from the date on which the situation changes. If you fail to notify us of your new family situation within one year, the coverage for the newly added persons will expire after one year. If your adult children move out of the household, they continue to be co-insured for another six months.

### B1.3 General exclusions

#### Not covered:

- Claims arising from damage affecting you, an insured person or another person living with you/them in a residential community within the same household and for damage to property belonging to such persons. This does not include damage to property belonging to your employees and assistants pursuant to B1.1, Individual insurance c and d.
- Claims in connection with performance of your main occupation (subject to B2, 15 Self-employed person) or with a commercial or agricultural business.
- Claims arising from damage to property upon or with which an insured person is performing an activity in the capacity of their main or secondary occupation or any other activity in exchange for remuneration.
- Claims arising from damage caused deliberately by an insured person.
- Claims arising from damage caused by an insured person while intentionally participating in crimes or offences.
- Claims arising from damage to property that an insured person has stolen or taken possession of without entitlement.
- Claims on the basis of contractually assumed liability exceeding that prescribed by law.
- Claims arising from damage in the event of non-compliance with legal or contractual insurance obligations.
- Liability as the keeper or user of
  - Motor vehicles as well as their trailers or towed vehicles (subject to B3.1, Drivers of third-party motor vehicles)
  - Aircraft (subject to B3.6, Keepers of model aircraft)
  - Watercraftif compulsory liability insurance must be taken out for these vehicles under Swiss legislation.
- Claims arising from damage to motor vehicles used or stored by you (subject to the provisions on trailers, caravans and B3.1, Drivers of third-party motor vehicles).
- Claims arising from damage due to wear and tear or to gradual effects, e.g. on walls, ceilings or wallpaper.
- Claims arising from damage which could have been expected to occur with a high degree of likelihood or was taken into account.
- Claims arising from damage to hired or borrowed riding or draught animals (subject to B3.3, Hirers or borrowers of horses).
- Claims arising from the person's liability as a facility owner (subject to B2, 5.2 Home owner).
- Claims arising from the person's liability as a principal (subject to B2, 5.5 Principal).
- Claims arising from damage caused by ionising radiation or by the use of laser or maser beams.
- Claims in connection with the transmission of infectious diseases as well as epidemics and pandemics.
- Claims arising from the loss or damage of data and programmes (software).
- Expenses for the prevention of loss events (subject to loss prevention costs, see B1.5, Insurance coverage and benefits).

- Claims arising from damage in connection with asbestos, chlorohydrocarbons (CHC), chlorofluorocarbons (CFC) or urea formaldehyde.

#### B1.4 Geographical scope

The insurance applies worldwide for loss or damage caused within the term of the contract. If you move abroad, the insurance will expire at the end of the relevant insurance year. In case of loss or damage pursuant to B2, 15 Self-employed person, the insurance coverage is limited to Europe, Turkey and the Russian Federation.

#### B1.5 Insurance coverage and benefits

In the following cases, we provide you with insurance coverage for claims made against you or other insured persons on the basis of legal liability provisions:

- **Personal injury:** death, injury or other damage to the health of third parties.
- **Property damage:** destruction, damage or loss of property belonging to third parties.
- **Financial loss:** financial loss that may be traced to an insured event causing personal injury or property damage.
- **Damage caused by animals:** death, injury or other damage to health as well as the loss of animals belonging to third parties.

**Costs:** Loss prevention costs for reasonable measures to avert a risk that an insured person has to pay for. This applies when an unforeseen event occurs and an insured loss is imminent.

Personal liability insurance protects your assets against legal liability claims asserted by third parties. It covers the above-mentioned loss or damage caused during the term of the contract. It includes:

- a) Payment of justified claims
- b) Defence against unjustified claims

#### Not covered

##### (in addition to B1.3, General exclusions):

Costs of eliminating a dangerous situation (see F1.2.1, Obligation to minimise loss or damage) or the costs of loss prevention measures taken as a result of snowfall or ice formation.

#### What benefits does Generali provide?

1. Our benefits, including all ancillary benefits such as interest on the loss or damage, lawyers' fees, court costs and loss prevention costs, are limited per loss event to the maximum sum insured specified in the policy.
2. If several claims can be traced back to the same cause, they are treated as a single loss event. This applies even if the case of multiple injured parties.

#### B2 Basic cover

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

1. **Private individual**
2. **Head of a family:** The family insurance covers loss or damage caused by your family members or legally incapacitated persons who live in your household. Third parties are insured under the personal liability insurance for loss or damage caused by your minor children or legally incapacitated cohabitants while they are temporarily staying with these third parties.
3. **Person with impaired judgement:** The insurance covers damage caused by children and cohabitants living in your household who are incapable of sound judgement. The maximum sum insured is CHF 100,000 per event. This also applies even if there has been no breach of the duty of care in respect of supervising such persons. The prerequisite for compensation is that liability for loss or damage would have existed on the basis of legal provisions if the person had been capable of sound judgement.
4. **Foster children and children cared for during the day:** The insurance covers third-party claims for loss or damage that is caused by foster children and children being cared for during the daytime who are temporarily staying with you.

#### Not covered

##### (in addition to B1.3, General exclusions):

Claims asserted by the policyholder or by an insured person.

5. **Tenant or owner of buildings and premises:** The personal liability coverage applies in accordance with the agreement reached, as set out in the policy.
  - 5.1 **Tenant of buildings and premises:**
    - a) The insurance covers the tenant of an apartment, a room or a single-family house, or of a hobby or storage room, if these premises are lived in or used by the policyholder.
    - b) The insurance also covers liability for damage to the rented object itself and to the associated installed equipment. Liability coverage is also provided for damage to parts of the building, premises, installations and equipment used communally. This also applies if, in accordance with the rental contract, you have to pay a share in cases of damage where it cannot be determined who caused the damage.
    - c) If you join several people to form a residential community within the same household and if only one resident has taken out individual insurance, we will only cover your share of the loss or damage in proportion to the total number of residents.

#### Not covered

##### (in addition to B1.3, General exclusions):

Damage to movable property rented with the object.

## 5.2 Home owner:

- a) Owner of owner-occupied residential property with a maximum of three apartments (excluding commercial premises). The associated installations and equipment and the associated land and private access roads are also insured.
- b) Landlord of a maximum of three rooms, two apartments and/or a single-family holiday home.
- c) The insurance also covers liability for loss or damage caused by tank installations and similar containers, and installations for extracting solar, geothermal or groundwater heat. This applies if these installations serve the insured building exclusively. Damage caused by tank installations is deemed to be damage in connection with installations in which substances that are damaging to the soil and watercourses (such as liquid combustibles and fuels, acids, bases and other chemicals) are stored or transported. You are obligated to ensure that the tank installations are professionally maintained and kept in service. Any necessary repairs must be carried out without delay and the entire installation must be professionally cleaned and inspected at the intervals prescribed.

### Not covered

#### (in addition to B1.3, General exclusions):

The costs of finding leaks, emptying and refilling installations, or conducting repairs and alterations to the installations. This provision also applies analogously to installations that use solar, geothermal or groundwater heat for heating purposes or for generating hot water.

**5.3 Tenant or owner of a holiday home:** The insurance covers the tenant or owner of a single-family holiday home or a holiday apartment, mobile home or a non-registered caravan with a permanent pitch. The insurance also covers liability for damage to the rented object itself and to the associated installed equipment and tank installations. The insurance also covers damage to hired movable property in holiday apartments, hotel rooms and guesthouses.

**5.4 Condominium owner or co-owner:** The insurance covers only that part of the compensation which exceeds the guarantee sum specified in the liability insurance concluded by the group of condominium owners or co-owners (supplementary insurance). If no such insurance exists, your liability insurance also does not provide coverage.

### Not covered

#### (in addition to B1.3, General exclusions):

Your ownership share when the owners' association asserts claims.

**5.5 Principal:** The insurance covers alteration and repair work (excluding excavation and foundation work), if these works do not exceed the total construction amount of CHF 100,000.

**5.6 Owner, tenant or lessee of undeveloped plots of land:** Land that is not used for commercial purposes (e.g. garden or allotment land).

**6. Keeper of domesticated animals:** The insurance covers keepers of animals such as horses, dogs, cats, sheep, goats and other common domesticated animals, or a keeper of bees, provided such animals are not used for commercial purposes (subject to B3.7, Keeper of wild animals). The insurance also covers persons who temporarily take care of your domesticated animal(s) and for whom this is not a professional occupation, as well as their claims for damages.

Even in the absence of third-party liability, the following additional claims are covered (max. CHF 2,000 per loss event):

- Loss or damage caused by your animals.
- Loss or damage caused by these animals to a person taking care of them on a temporary and non-professional basis.

**7. Person responsible for entrusted items:** The insurance also covers liability for the following loss or damage to goods held on behalf of others:

- Loss or damage to items of property which an insured person has assumed for their use, safekeeping, transportation or any other reason. For tenants of buildings and premises, see B2, 5.1.
- Loss or damage to property as a result of an activity you have carried out or failed to carry out on or with such property.

### Not covered

#### (in addition to B1.3, General exclusions):

- Claims arising from damage to motor vehicles as well as aircraft and watercraft (subject to B3.1, Drivers of third-party motor vehicles).
- Claims arising from damage to trailers and towed vehicles.
- Claims arising from damage to horses and to their tack or associated equipment (subject to B3.3, Hirers or borrowers of horses).
- Claims arising from the destruction, damage or loss of precious objects or valuables (such as jewellery, watches, furs, works of art, etc., for which the amount required for replacement at the time of the claim is greater than CHF 2,000), collector's items, cash, securities, documents, plans, technical drawings, software and data.
- Claims arising from damage to items of property upon which you perform an activity in exchange for remuneration or which you have assumed in the capacity of your main, secondary or part-time occupation.
- Claims arising from damage to items of property acquired on the basis of a hire-purchase agreement or subject to reservation of title (e.g. leasing).

- 8. Host:** The insurance covers damage to visitors' property, even if you are not liable for the loss event in accordance with the legal provisions.
- Within the scope of the other contractual provisions, the insurance covers damage to items of property which guests are carrying on or with them. This applies if the loss or damage is caused involuntarily by sudden, violent external means. Our benefits are limited to CHF 2,000 per loss event.
  - Guests are deemed to be persons who are authorised to be present in the rooms, apartments or buildings inhabited by the insured person (including the surrounding area).

**Not covered**

**(in addition to B1.3, General exclusions):**

- Tradesmen, suppliers and other persons who are present in order to perform contractual or commercial duties.
- Tenants or sub-tenants of rooms, apartments and buildings belonging to the insured persons.
- All insured persons (see B1.1, Insured persons).

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

- Vehicles not required by law to have liability insurance: claims for all damage sustained are covered.
- Vehicles required by law to have liability insurance: the insurance covers only that part of the claim exceeding the total guaranteed by the insurance under the law (supplementary insurance).

**Not covered**

**(in addition to B1.3, General exclusions):**

Claims are not insured if you have not taken out a form of insurance prescribed by law. This also applies if the rider of the vehicle is not in possession of a driving licence as required by law.

**10. Keeper or user of watercraft:** The insurance covers the liability of keepers and users of watercraft which are not machine-driven and sailing boats without an engine whose sail area does not exceed 15 m<sup>2</sup>. Surfboards are also covered. Rowing boats (including paddle boats) equipped with electrical power not exceeding 500 watts are considered to be non-motorised vessels.

**11. Sports person:** You are insured as a sports person except in the cases of:

- Hunting and hunting events (subject to B3.5, Hunter)
- Professional sports
- Aviation (including parachuting and hang-gliding)
- Motorsport

We also pay compensation not exceeding CHF 2,000 per event for material damage in cases where no liability exists.

**12. Member of the Swiss army, Swiss civil defence service or public fire brigade and person performing community service**

**Not covered**

**(in addition to B1.3, General exclusions):**

- Consequences of professional activity.
- Acts of war, civil unrest and riots.
- Loss of or damage to professional equipment.

**13. Marksman or person in possession of firearms:** You are insured as a marksman and person in possession of firearms except in the cases of:

- Hunting, game keeping, game protection
- Hunting events (subject to B3.5, Hunter)

**14. Employer:** The insurance covers loss or damage caused by your private domestic personnel (including assistants) while such persons are working in your household. This also applies to loss or damage caused by any other persons connected to you by way of an employment contract while they perform their duties (administration, monitoring and maintenance) relating to the insured buildings (see B2, 5.2 Home owner).

**15. Self-employed person:** The insurance covers loss or damage arising from the professional activities of the self-employed person and from the business premises used for these activities. The following occupations are insured up to a maximum annual turnover of CHF 25,000: nannies, babysitters, operators of day-care centres, nurseries and kindergartens, teachers, actors, writers, musicians, sport instructors, ski instructors, crystal collectors, hairdressers, photographers, beauticians (excluding laser treatments and permanent make-up), operators of manicure, pedicure as well as nail salons and cleaners in private households.

**Not covered**

**(in addition to B1.3, General exclusions):**

- Risk activities, as defined in the Federal Law and Ordinance on Mountain Guides and Organisers of other High-Risk Activities.
- Claims arising from loss or damage to property given to you to use, process, store, transport or for any other purpose.
- If the annual turnover of CHF 25,000 is exceeded, you are not covered by this insurance.

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

**16. Passenger in third-party motor vehicles:** The insurance coverage extends to claims made against the insured persons as a passenger or legally required person accompanying a learner driver.

**a)** The legal liability of the insured persons is covered if the liability is not covered by the liability insurance concluded for the vehicle in question and applicable at the time of the loss event.

**b)** The insurance covers payment of the additional premium. This results from the liability insurance taken



out for the vehicle in question being downgraded in the premium scale system (loss of bonus). The payment amounts to a maximum of 200% of the gross annual premium. Payment of additional premiums lapses if we reimburse the motor vehicle liability insurer for the cost of the claim.

- c) The insurance also covers claims arising from loss or damage caused by an insured person as a passenger in a third-party motor vehicle used by the insured person. If the loss or damage has already been compensated under accidental damage insurance, we will only pay any deductible due and the additional premium resulting from downgrading in the premium scale (loss of bonus).

### **B3 Supplementary cover**

#### **B3.1 Drivers of third-party motor vehicles**

The insurance covers liability as a driver of cars and vans up to 3.5 t total weight, as well as their trailers, and motorbikes. The insurance covers liability in the event of occasional and non-regular use of the stated motor vehicles (limited to a maximum of 21 days, either consecutive or not, per calendar year).

- a) The insurance covers claims against an insured person as the driver of third-party motor vehicles. This applies if the liability is not covered by the liability insurance concluded for the vehicle in question and applicable at the time of the loss event.
- b) The insurance covers payment of the additional premium. This results from the liability insurance taken out for the vehicle in question being downgraded in the premium scale system (loss of bonus). The payment amounts to a maximum of 200% of the gross annual premium. We do not provide payment of the additional premium if we reimburse the motor vehicle liability insurer for the cost of the claim. We calculate the bonus loss on the following basis: by reference to the number of years of insurance required from the date of the claim for the premium level prior to the accident to be regained. The prerequisites are that the bonus is not reduced again by any another claim during this period, and neither the premium nor the bonus system are changed. Deductibles up to the amount of CHF 1,000 are also covered.

#### **Not covered**

##### **(in addition to B1.3, General exclusions):**

Deductibles where the driver is not the holder of a full Swiss driving licence.

- c) The insurance covers collision damage to the actual vehicle used. Collision damage is deemed to be damage arising involuntarily as a result of a sudden violent event with an external cause.
- d) If accidental damage insurance exists for the vehicle in question, we only pay the contractual deductible of the accidental damage insurance and the additional premium (loss of bonus) due to downgrading. This compensation is paid until the premium level applicable prior to the claim is regained. Further claims or a change in the premium or premium levels are not taken into account. Instead of paying the additional premium, we may reimburse the cost of the claim to the accidental damage insurer.

#### **Not covered**

##### **(in addition to B1.3, General exclusions):**

- Loss or damage to rented vehicles and to vehicles which are used regularly or for commercial purposes.
- Loss or damage to vehicles made available to you:
  - in connection with your main or secondary occupation.
  - by your employer or principal.
  - by another insured person pursuant to B1.1, Insured persons.
- Loss or damage to a vehicle exchanged in return for the insured person's own vehicle for use.
- Claims arising from use of a vehicle in violation of legal or official regulations, or arising from journeys that are not permitted.
- Claims arising from accidents that occur during racing activities. This applies to racetracks and road surfaces used for races, as well as participation in training runs or off-road competitions or when taking a driving course. Exception: The insurance covers claims arising from accidents that occur in Switzerland during driving courses prescribed by law and given by licensed instructors.
- Regular use (more than 21 consecutive or non-consecutive days per calendar year).
- Caravans and vehicles being pushed or towed.

#### **B3.2 Waiver of right to reduce insurance benefits in the event of gross negligence**

We will waive our right to invoke Art. 14 of the VVG and reduce benefits if the loss event is caused through gross negligence. This does not apply if you cause the loss or damage under the influence of alcohol or drugs or as a result of the misuse of medication.

#### **B3.3 Hirer or borrower of horses**

The insurance covers loss or damage arising from an accident (death, depreciation, veterinary costs and commercial loss in the event of temporary loss of service) to horses. This applies to horses that are hired, borrowed, temporarily kept or ridden on behalf of the owner, and to their tack or driving equipment.

- a) The benefits are limited to the sum insured per loss event which is specially agreed upon for this type of coverage.
- b) The coverage also extends to internal tests during riding courses or at riding schools, as well as equestrian competitions and horse races, including training activities.

#### **B3.4 Keepers or owners of racehorses without their own stable**

#### **Not covered**

##### **(in addition to B1.3, General exclusions):**

- Claims arising from damage to the horses themselves.
- Claims arising from damage to open fields and crops.
- Claims arising from loss or damage suffered by competitors where this arises during participation in equestrian events and the associated training.

### B3.5 Hunters

The insurance covers the legal liability of the persons designated by name as hunters, game tenants, armed guest hunters, gamekeepers, game helpers, game managers, participants in hunting events and persons in charge of enforcing hunting laws. The minimum sum insured is the legally prescribed guarantee sum, provided this is higher than the guarantee sum agreed in the contract.

#### Not covered

##### (in addition to B1.3, General exclusions):

- Claims arising from damage to game and to cultivated land.
- Loss or damage arising from the infringement of legal or official regulations regarding hunting and wildlife protection.

### B3.6 Keepers of drones and model aircraft

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

#### Not covered

##### (in addition to B1.3, General exclusions):

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

### B3.7 Keepers of wild animals

Wild animals are deemed to be all animals that are not categorised as domestic pets (see B2, 6 Keeper of domesticated animals). These include big cats, reptiles, etc.

## C Bicycle insurance

### C1 General information

#### C1.1 Insured property

The insurance covers bicycles and vehicles legally similar to bicycles, electric bicycles with pedal assistance up to 45 km/h and motorcycles (see Art. 18 of the Swiss Ordinance on the Technical Requirements for Road Vehicles, VTS) belonging to you as the policyholder or to persons living in the same household with you.

#### C1.2 Insured persons

The insurance covers the rider, authorised passengers and children up to the age of seven who are travelling in an officially approved child seat fixed to the bicycle (see Art. 63 of the Swiss Traffic Regulations Ordinance, VRV). Only you as the policyholder and people living with you in the same household are insured.

#### C1.3 Geographical scope

The insurance covers use of the bicycle by the rider throughout Europe (including Turkey), the non-European Mediterranean countries and the Mediterranean island states. Legal protection coverage applies worldwide, provided due process of law is guaranteed and the place of jurisdiction is located in the country in question.

### C2 Insured risks

#### 1) Collision

##### Definition

A collision is deemed to be the fall of a rider and crash of the bicycle being ridden with another road user or an obstacle.



- a) Collision accidental damage cover for bicycles:** We will assume the costs of repairing and/or replacing the damaged parts of your bicycle. If personal items, such as clothing or a helmet, are damaged or destroyed as a result of an insured event, these are also covered up to an amount of CHF 1,000.
- b) Death:** If the insured rider or passenger of the bicycle dies as a result of the collision, we will pay the legal heirs a total of CHF 5,000.
- c) Assumption of the deductible:** If the bicycle is stolen and you have taken out a theft coverage in the household contents insurance, Generali will pay the deductible of the theft coverage up to an amount of CHF 500. If you do not have household contents insurance, we will not pay you any benefits.
- d) Legal protection cover:** Legal protection benefits are set out in the common provisions under Art. 16, Insurance benefits. Fortuna provides benefits up to a total amount of CHF 50,000 per insured legal case.
- **Civil damages law:** Assertion of statutory non-contractual liability claims in the case of traffic accidents.
  - **Criminal law:** Defence of the insured person in the event of criminal proceedings brought against them following an accusation that they broke the law through negligence.
  - **Insurance law:** Disputes with Swiss private insurance companies or public insurance schemes (including pension funds and health insurers) with which the insured person is insured or enrolled.



### Not covered

#### (in addition to the common provisions, Art. 17):

- Matters that are not listed in C2 d, legal protection cover under bicycle insurance.
- Disputes with Generali, Fortuna and their employees or persons engaged to defend the interests of the insured person.
- Representing the interests of the insured person in the event of their involvement in a brawl or affray.
- Disputes in connection with natural disasters.
- Disputes among relatives as well as among persons insured under the same policy.
- Defence against third-party claims for damages.
- Proceedings before international or supranational courts.

## 2) Bicycle theft

**Insured risks:** The insurance covers loss, destruction or damage to the insured bicycle due to theft, theft for temporary use, misappropriation or robbery, or any attempt to that effect. In this case, Generali will pay for replacement of the stolen parts of the bicycle or the entire bicycle.

### Not covered:

Embezzlement of the bicycle.

## 3) Bike Assistance

Bike Assistance covers services in the event of breakdowns, accidents and bicycle theft.

### Definitions

A breakdown refers to any mechanical, electrical or electronic failure in the equipment causing the bicycle to be immobilised at the breakdown location. The bicycle needs to be repaired or towed to a garage or workshop for the necessary repairs to be carried out there. Lost padlock keys and flat tyres are also considered breakdowns.

An accident refers to any collision, fall, impact against a fixed or moving object, or swerving from the road. An accident causes the bicycle to come to a standstill at the scene of the accident or makes it impossible for the cyclist to continue his journey.

In the event of theft, the bicycle is deemed stolen by Europ Assistance from the time you, as the insured person, submit a declaration to the responsible authorities and send a copy to Europ Assistance. In the event of attempted theft, Europ Assistance will provide assistance if the bicycle is no longer roadworthy.

### Coverage and benefits

The insured benefits are organised, provided and financed by Europ Assistance, with the exception of the benefits listed below, which are not insured or are limited to a maximum amount. There is no cover for measures not arranged by Europ Assistance.

### Not covered:

- Product recall campaigns.
- Installation of accessories.
- Maintenance.

### Additional assistance:

**a) Breakdown assistance / towing:** In the event of a breakdown, accident or loss of the padlock key, Europ Assistance will provide assistance in the form of breakdown assistance or towing the bicycle to a workshop. Assistance is limited to two cases per calendar year and a maximum of CHF 500 per event. Depending on the situation, Europ Assistance may also organise the transport of the bicycle and its owner by public transport. A breakdown mechanic may only be dispatched to roads and paths accessible to breakdown vehicles and open to traffic.

**b) Awaiting repairs:** If you have to wait for the repair work to be completed, Europ Assistance will contribute to the hotel costs. A maximum of two nights (room and breakfast) is covered in the amount of CHF 150 per event and insured person. This also applies to persons living in the same household. The maximum amount covered is CHF 500 per event. This service cannot be combined with the service “Continuing the journey” or “Recovering the bicycle”.

**c) Continuing the journey:** If it is impossible for you to wait for repairs to be completed on site, or if the bicycle has been stolen or destroyed, Europ Assistance will help you and persons living in the same household with you to continue the journey to the original destination or return to your place of residence in Switzerland.

Europ Assistance will organise the following means of transport and pay the associated costs: train (first class), taxi, flight in economy class (if a train journey takes longer than seven hours) or rental bicycle. Europ Assistance decides which means of transport is to be used.

The maximum amount covered for continuing the journey is CHF 500 per event. This service cannot be combined with the service “Awaiting repairs”.

**d) Recovering the bicycle:** Once the bicycle is repaired or if the stolen bicycle has been found in working condition, Europ Assistance will provide you (or a person of your choice) with the following transportation options to recover the bicycle: train (first class), taxi or flight in economy class (if a train journey takes longer than seven hours).

The maximum amount covered for recovering the vehicle is CHF 500 per event. This service cannot be combined with the service “Awaiting repairs”.

**e) Return travel:** In the event of an accident or if, for medical reasons, you are suddenly unable to continue your journey by bicycle, Europ Assistance will pay the costs of your return travel for you, for eligible passengers and for the bicycle. Medical problems require the presentation of a medical certificate.

The return journey to your place of residence must take place via the most direct route using one of the following means of transport: train (first class), taxi or flight in economy class (if a train journey takes longer than seven hours).

Europ Assistance decides which means of transport is to be used and pays a maximum of the following costs for the return journey per case and event:

- Return journey within Switzerland: CHF 200
- Return journey from abroad: CHF 500

**Medical transport:** In the event of an accident or if, for medical reasons, you are suddenly unable to continue your journey by bicycle, Europ Assistance will organise transport for you and any passengers to the nearest hospital. If you need to be hospitalised after an accident abroad, Europ Assistance will grant you an advance on medical costs of up to CHF 5,000, which you must repay.

**Travel information hotline:** Europ Assistance provides you with information on the following topics:

- Required vaccinations and travel documents
- Entry and customs formalities
- Applicable currencies and exchange rates
- Current political situation
- Contagious diseases, outbreaks or epidemics

**Not covered:**

- Events occurring at the policyholder's home.
- Consequences of immobilising a bicycle to carry out maintenance operations.
- Repeated breakdowns caused by lack of repairs to the bicycle after Europ Assistance's first intervention.
- Costs of repairing the bicycle and spare parts.
- Medical expenses.
- Costs for food and beverages as well as telephone charges.
- Theft of luggage, equipment linked with or attached to bicycles, and their accessories.
- Search and renting costs for a replacement bicycle.
- Events in countries or zones where travel has already been declared inadvisable by the Swiss authorities at the time of departure. If these authorities advise against travel in a country or zone where the insured person is already present, the insurance coverage remains valid for seven days after publication of these warnings.
- Failure to provide benefits due to administrative documents being submitted late or not at all.
- Costs of medical transport.

**General exclusions**

The following risks are not insured. The exclusions apply to all partial insurance within the bicycle insurance.

**Not covered:**

- Loss, damage or disputes as a consequence of the bicycle being used by an unauthorised person in races, rallies or similar competitive activities.
- The costs of repair due to causes not listed under C2, Insured risks and provided that in the case of damage no connection with the theft can be established, as well as in the case of malicious damage.
- Loss, damage or disputes that occur while you intentionally commit a crime, misdemeanour or infraction, or attempt to do so.
- Loss, damage or inadequacies in service provision arising from war, political instability (e.g. revolution), civil unrest (e.g. riots, tumults) and measures taken against them, terrorism, restrictions on the movement of persons and goods, breaches of neutrality, epidemics, pandemics, volcanic eruptions, earthquakes, rockfall, landslides, avalanches, storms, hurricanes, inundations, flooding, nuclear fission or as a result of other cases of force majeure, as well as delays in the provision of services in connection with such causes, and in the event of volcanic eruptions or changes in the atomic nucleus structure, unless you can prove that the loss or damage is not connected with these events.
- Loss, damage or disputes occurring when the rider has a blood alcohol level of 1.5% or more or has consumed other prohibited substances affecting his ability to ride.
- Disputes arising at a time when the cyclist is not authorised to ride the bicycle or if the cyclist rides a bicycle not equipped with valid registration plates or not covered by the legally prescribed insurance.
- Loss or damage that occurred prior to the start of the insurance.
- Purely aesthetic damage (e.g. scratches) without influence on the roadworthiness of the bicycle.
- Claims that are covered by another insurance contract or service provider (subsidiarity). In this case, we only compensate the portion that is not covered by the other insurer or service provider (supplementary insurance).

## D Cyber insurance

### D1 General information

#### D1.1 Insured persons

**Individual insurance:** If you have taken out individual insurance, you are insured as the policyholder. Your children who are still minors and are temporarily staying with you but who do not live in your household are also insured.

**Family insurance:** If you have taken out family insurance, the following persons are also insured:

- a) Your partner if you live with this person. It does not matter whether you are married or not.
- b) Your children, stepchildren and foster children under the age of 26, provided they are not gainfully employed and do not live with you in the same household. Students and apprentices are not considered persons who are gainfully employed, even if they receive income during their education.



- c) All persons for whom you or your partner living with you have custody or guardianship, for example minor children or legally incapacitated adults. The insurance also applies if these persons do not live in your household.
- d) All other persons residing permanently in your household.

### D1.2 Temporal and geographical scope

Insurance coverage for financial losses and the cost of reconstructing data extends to losses sustained anywhere in the world. This does not include the misuse of credit cards: the insurance coverage is limited to accounts and cards opened or issued by financial institutions based in Switzerland, Liechtenstein, the European Union, Norway and Iceland. Legal protection coverage applies worldwide, provided due process of law is guaranteed and the place of jurisdiction is located in the country in question.

## D2 Insured risks

The following risks are insured if they are mentioned in the policy. The sum insured that has been agreed upon applies in each case.

- a) **Financial loss:** If you incur a financial loss when using the Internet because third parties have engaged in intentional fraudulent activities. The following risks are insured.
  - **Misuse of credit card details:** We cover financial losses that you have incurred as a result of third parties misusing your credit or payment card data for payments on the Internet. If you accept the improperly ordered goods upon delivery, the insurance coverage only applies if you transfer ownership of the goods to us.
  - **Misuse of personal means of authentication:** We cover financial losses that you incur due to a third party's misuse of your login data to access customer accounts held with various service providers for the purposes of buying goods or services online (identity theft). If you accept the improperly ordered goods upon delivery, the insurance coverage only applies if you transfer ownership of the goods to us.
- b) **Data recovery costs:** We cover the costs of recovering damaged or lost data that is held on digital storage devices in the possession of an insured person and that serves for private use. The following loss or damage is covered:
  - Loss or damage caused by a technical defect of the digital storage device
  - Sudden and unforeseen physical damage to the digital storage device
  - Loss or damage caused by software errors, computer viruses and malicious software (malware)
  - Loss or damage caused by operator errors

### Not covered:

Claims raised by you if the data cannot be reconstituted.

- c) **Legal protection in the area of Internet law:** Legal protection benefits are set out in the common provisions under Article 16, Insurance benefits. Fortuna provides benefits up to a total amount of CHF 10,000 per insured legal case. The following areas are insured.
  - **Cyber crime:** Assertion of claims for damages for:
    - Misuse of personal authentication (e.g. identification codes) for fraudulent purposes online.

- Misuse of credit cards for the purposes of acquiring goods and services online.
- **Cyber bullying:** If the personality rights of the insured person are violated through bullying, insult, libel or slander committed via electronic media and in a manner recognisable to third parties, Fortuna will:
  - Issue an order, under threat of legal action, to desist from attacks that constitute an infringement of personality rights.
  - Assert any claims for damages.
  - Request that entries which constitute an infringement of personality rights be deleted or changed.
- **Internet contract law:** The insurance covers the representation of legal interests in disputes arising from a purchase or sales contract concluded on the Internet.
- **Internet domain names:** Disputes concerning domains registered in Switzerland are also insured.

### Not covered

#### (in addition to the common provisions, Art. 17):

- Matters that are not listed in D2 c, Legal protection in the area of Internet law.
- Disputes with Generali, Fortuna and their employees or persons engaged to defend the interests of the insured person.
- Disputes in connection with self-employment as a secondary or primary occupation.
- Disputes in connection with contracts pertaining to real estate, land ownership or mortgages as well as in connection with contracts for work and services, provided an official permit is required for individual work items or for all work items.
- Disputes relating to legal transactions involving finances, artworks or investments of any kind.
- Disputes subject to the Debt Enforcement and Bankruptcy Act (SchKG) or arising in connection with the pure collection of debts.
- Disputes arising from legal transactions concerning motorised transport.
- Disputes in connection with an intentional criminal offence alleged against the insured person.
- Disputes among relatives or among persons insured under the same policy.
- Defence against third-party claims for damages.
- Disputes with a value in dispute in excess of CHF 50,000.
- Proceedings before international or supranational courts.

### General exclusions

The following risks are not insured. The exclusion applies to all partial insurance within the cyber insurance.

### Not covered:

- Loss or damage as a result of you or another insured person acting in a fraudulent or negligent manner.
- Loss or damage caused intentionally by you or another insured person.
- Loss or damage as a result of your data being stolen from the cloud.

- Loss or damage as a result of your e-banking being adversely affected.
- Loss or damage as a result of third parties fraudulently gaining access to your e-banking.
- Damage to your computer hardware.
- Claims that are covered by another insurance contract or service provider (subsidiarity). In this case, we only compensate the portion that is not covered by the other insurer or service provider (supplementary insurance).
- Loss or damage that occurred prior to the start of the insurance.
- Loss, damage or disputes arising from acts of war, violations of neutrality, revolution, rebellions, insurrections,

- epidemics, pandemics, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, and also from volcanic eruptions or changes in the atomic nuclear structure, unless the policyholder demonstrates that the loss or damage is not connected with these events.
- Costs in the form of ransom payments or other claims that do not concern costs for technical measures used for data reconstitution.
- Loss or damage as a result of you or third parties being injured, suffering damage to health or dying.



## E Pet insurance

### E1 General information

Pet insurance covers veterinary treatment costs for dogs and cats in the event of an accident or illness. Basic benefits apply for all product variants. You may also take out insurance cover for hereditary illnesses, congenital illnesses, death or loss or search of the animal up to the maximum annual amount of benefits specified in the policy. These benefits are provided by Epona. You may also take out PET Assistance insurance provided by Europ Assistance.

An overview of the benefits and limitations is provided in the tables on page 28.

#### E1.1 Insured animal

The insurance covers the dogs and cats that are specified in the insurance policy. You may take out insurance if your animal is between three months and five years old.

You must observe the following points:

- All necessary travel documents must be available.
- The animal must have been properly vaccinated in accordance with all official regulations in force in Switzerland.
- The owner must comply with all applicable regulations and laws of the country in which he resides with the animal.

#### E1.2 Temporal and geographical scope

**Temporal scope:** Depending on the coverage, the following waiting periods apply from the beginning of the contract. During these periods, the benefits are not yet insured:

- Accident: none
- Acute illness: 1 month
- Chronic illness: 6 months
- Hereditary illness and/or congenital illness: 12 months
- PET Assistance: none

**Geographical scope:** The insurance coverage applies to costs incurred in Switzerland as well as worldwide, provided that the animal's stay outside of the insured person's Swiss domicile does not exceed six months (excluding PET Assistance).

Unless otherwise stated, the insurance applies worldwide. Countries or zones for which the Swiss authorities have issued a travel warning at the time of booking are excluded from the insurance coverage. If the authorities advise against travelling to a certain zone or country while the insured person is there, coverage applies until seven days after the warning has been issued, provided that the insured person is not actively involved in the events that are the subject of the warning.

### E2 Insured risks

#### Definitions

An accident is considered to be any sudden, involuntary damage to the body of an animal, as confirmed by a veterinarian, due to an extraordinary external cause that compromises its physical health or results in its death.

An illness is considered to be any health impairment confirmed by a veterinarian and requiring veterinary treatment. Preventive castration or sterilisation, pregnancy and parturition are not considered illnesses. An illness is considered chronic if defined or regarded as such in the veterinary field.

Hereditary illnesses and/or congenital illnesses are illnesses that are transmitted by at least one progenitor and that thus exist before conception. The hereditary and/or congenital illness or defect may be present from birth or may appear later in the animal's life.

#### a) Basic benefits

The following veterinary costs are insured:

1. Radiology and diagnostic imagery (MRI, ultrasound scans, etc.)
2. Surgical procedures
3. Pharmaceutical treatments
4. Homoeopathic treatments
5. Hospitalisation in a veterinary clinic as prescribed for the purposes of treating a specific pathology
6. Emergency transport



7. Euthanasia in medically justified cases, in order to avoid unnecessary suffering of the animal and artificial life extension measures
8. Physiotherapy, aqua-therapy, osteopathy, chiropractic therapy, acupuncture, herbal therapy and bio-resonance therapy
9. Vaccinations (cost contribution)

## b) Supplementary benefits

### Hereditary illnesses and/or congenital illness:

1. Veterinary treatment costs
2. Dietetic foodstuffs and food supplements for non-prophylactic use as prescribed by a veterinarian, for up to 20% of the invoice amount.
3. Costs of psychological and behavioural treatment provided by a veterinarian, for up to a maximum of CHF 200 per year.

### Death/disappearance/search:

1. Single lump-sum payment if the animal dies due to an illness and/or accident. For this benefit, the maximum age of the animal is eight years in the event of illness. No age limit is applicable in the event of an accident.
2. Single lump-sum payment if the animal disappears (i.e. disappearance or theft of the animal). The waiting period before the insurance benefit is paid is 60 days following notification of the disappearance. This benefit is only valid for a disappearance in Switzerland. If the animal is found again after the 60-day waiting period, the compensation must be repaid to Epona. If the animal disappears, the search costs are paid once per insurance year and per animal. This benefit is only valid in Switzerland.

### Not covered:

- Veterinary fees for admission examinations, check-ups by the veterinarian when the animal is neither sick nor has suffered an accident.
- Costs of preparing veterinary reports in the event of claims, implantation of microchips, tattooing, rehabilitation and stays in a veterinary clinic without the need for treatment by a veterinarian, postage and invoicing.
- Illnesses or accidents, as well as any resulting effects or consequences, which occur or are confirmed before conclusion of the contract, or which originate during the waiting periods mentioned under E1.2, Temporal and geographical scope).
- Surgical procedures for cosmetic purposes, prophylactic dental care, descaling and any corrective procedures for the purposes of reducing or eliminating cosmetic defects (teeth, ears, tail, etc.).
- The effects of infectious illness if the animal has not been vaccinated and/or has not had regular booster vaccinations (annual boosters within three months of the time stipulated for them).
- Alternative medicine with the exception of the forms of therapy listed under points 4 and 8 of the basic benefits.
- Cases covered by third-party liability.
- Cases resulting from war, insurrection or terrorism.
- Cases that result from mistreatment or neglect of an insured animal.

## c) PET Assistance

### Definitions

An illness of the owner or the animal is considered serious if it requires hospitalisation or a stay in a veterinary clinic for at least one night as well as ongoing medical care, if it results in the owner being medically certified as unfit for work for at least five days, or if it makes travel by the owner completely impossible, as also certified by a doctor. These conditions must be submitted for validation by the doctor or veterinarian appointed by Europ Assistance.

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

### Coverage and benefits

The insured benefits are organised, provided and financed by Europ Assistance, with the exception of the benefits listed below, which are not insured or are limited to a maximum amount. There is no cover for measures not arranged by Europ Assistance.

The following benefits are insured (see detailed explanations below):

1. Search efforts to find a lost animal
2. Transport of the animal to the nearest treatment centre (round trip)
3. Accommodation of the owner if the animal is hospitalised
4. Transport of the owner to pick up a hospitalised animal
5. Costs of collection, incineration and an urn in the event the animal dies (collection and urn only in Switzerland)
6. Medical emergencies abroad (assumption and advance payment of costs)
7. Organisation of care and transportation of the animal
8. Organisation and delivery of food and necessities for the animal
9. Travel assistance and services

Europ Assistance may request that the animal be examined by one of its veterinary medical consultants or another approved veterinarian of its choice. Europ Assistance cannot under any circumstances act in place of the local emergency services, such as the police or fire brigade.

### Not covered:

- Neglect of care or mistreatment, including the consequences, if this is attributable to you or to a person to whom you have entrusted the care of the animal.
- Any procedures not performed by a veterinarian properly registered with the Order of Veterinarians.
- Infectious illnesses resulting in the animal being put down.
- Suicide and consequences of attempted suicide.
- Events related to force majeure, pandemics, epidemics, quarantine measures, active participation in strikes, civil unrest, war, acts of terrorism and explosions.
- Events attributable to gross negligence or serious omissions on the part of an insured person.
- Travel for purposes of inpatient medical treatment.

- Costs not supported by original documents.
- Illnesses or consequences of an accident that have already occurred at the time of concluding the contract, or whose occurrence was evident to the insured person at the time of concluding the contract.
- Impairment to health resulting from competitions in which the animal is directly confronted with one or more other animals or during the training for such competitions (for example, greyhound racing).
- Events related to a violation of applicable laws or regulations.
- The organisation and payment of transport for benign ailments that may be treated on-site and which do not prevent the insured person from travelling or taking a trip with the animal.
- Costs of purchasing vaccines and vaccination fees.
- Costs related to health checks and medical examinations.
- Costs related to the purchase of medical or paramedical services and products without a therapeutic purpose recognised in Switzerland.
- Subsistence costs and costs of telephone calls.

## Detailed information on insurance benefits

### 1. Loss of an animal

If an animal disappears at a distance of over 50 km from its place of residence, in Switzerland or abroad, Europ Assistance will refer the person who made the call to the appropriate services and assist the owner in the process of searching for the lost animal.

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

- Publication of a missing notice with the cantonal notification office for lost and found animals, as well as on the Internet portal of the Swiss animal notifications centre (STMZ).
- General search and issue of an alert, e.g. with local veterinarians and/or authorities.
- Notification in the local press or an announcement on the local radio (text provided by the owner of the animal).
- Collection and forwarding of all information about the loss to the owner of the animal.

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

### 2. Illness, accident or death of an animal

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

- **Location of a veterinarian:** Europ Assistance will locate the nearest veterinary clinic and communicate its contact details to the owner of the animal.
- **Transport of the animal:** If the health of the animal requires and allows it to travel, Europ Assistance will organise the transport of the animal to the nearest treatment centre.

- **Attendance in the event of hospitalisation:** If an animal has been hospitalised on-site due to an illness or accident that occurred while travelling, and transport is not recommended, Europ Assistance will arrange and pay for the accommodation fees of the animal's owner. This service cannot be used at the same time as the service "Transport of the owner to pick up a hospitalised animal" (below).
- **Transport of the owner to pick up a hospitalised animal:** Europ Assistance will arrange and pay for the round-trip transport of one person to pick up an animal, which has remained hospitalised on-site, by train (first class), flight (economy class), taxi or rental car. Europ Assistance decides which means of transport is appropriate. This service cannot be used at the same time as the service "Attendance in the event of hospitalisation" (above).
- **Death of an animal:** In Switzerland, Europ Assistance pays for the recovery of an insured animal, its incineration and an urn. For claims abroad, Europ Assistance covers the costs of incineration.
- **Veterinary fees:** If an insured animal falls ill or is injured while travelling and requires hospitalisation, Europ Assistance may advance the costs of emergency treatment abroad.

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

**Organisation of custodial care of the animal:** Europ Assistance will organise and pay for the custodial care of the animal while its owner is hospitalised. The owner may choose among the custody options below:

- Transport of the animal by a relative, who will receive compensation by the kilometre at the rate of CHF 0.60/km.
- Placement of the animal in a kennel or animal shelter, if no relative is available to pick up the animal.
- Appointment of a dog sitter and assumption of the costs.
- If the owner is repatriated following an illness or accident or dies at a distance of over 50 km from his place of residence, Europ Assistance will provide a relative of the beneficiary with a round-trip ticket for first-class train travel or economy-class flight in order to pick up the animal left behind. If none of the owner's close persons can take care of the animal, Europ Assistance will organise a solution suited to the circumstances in order to repatriate the animal.

**Organisation of shopping deliveries:** If the owner of the animal is housebound at his permanent place of residence, Europ Assistance will arrange and pay for the delivery of food and necessities for the animal. The shopping list must be provided by the owner. The benefit is valid for a maximum period of 15 days.

### 4. Travel assistance

If the owner of the animal has to undertake emergency travel without the animal, he may choose among the custody options below:

- Transport of the animal by a relative, who will receive compensation by the kilometre at the rate of CHF 0.60/km.



- Placement of the animal in a kennel or animal shelter, if no relative is available to pick up the animal.
- Appointment of a dog sitter and assumption of the costs.

Emergency travel is considered to be:

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

## 5. Services provided

- **Europ Assistance hotline:** The hotline offers the insured person practical information relating to his animal.
- **“Travel Care” info line:** In the event of travel with or without the animal, Europ Assistance will provide the insured person with information on the following topics:
  - Required vaccinations and travel documents
  - Entry and customs formalities, currencies in use and the exchange rates applicable to them, the current political situation
  - Contagious diseases, epidemics and infectious animal diseases
- **“Animal” info line:** Europ Assistance will provide the insured person with information on the following topics:
  - List of kennels and animal shelters, dog sitters, and animal protection centres and associations
  - List of veterinarians
  - List of institutions specialising in dog training
  - Tips on animal nutrition and hygiene (grooming, parasites, etc.)
  - Information about buying animals (breeders, pedigree, prices, etc.)

The services provided by Europ Assistance are limited to advice and information. The costs of the provision of these benefits and advice are to be paid by the insured person.

Europ Assistance assumes no liability for the services mentioned above.

## Special provisions for PET assistance

- **Transport tickets:** If transport is organised and covered by Europ Assistance, the insured person will transfer his rights to unused transport tickets and amounts reimbursed by the ticket issuer to Europ Assistance.
- **Assignment and pledging of benefits:** Without the prior written consent of Europ Assistance, entitlements to the payment of insurance benefits may not be assigned or pledged before such benefits are definitively determined.
- **Reimbursement of benefits:** Europ Assistance is entitled to demand the reimbursement of benefits wrongfully provided.
- **Subsidiarity principle:** If an insured person has entitlements from another insurance contract (compulsory or voluntary insurance) or may assert claims based on third-party liability, the insurance coverage provided under this contract is subsidiary only. This means that insurance coverage is limited to those benefits provided by Europ Assistance which extend beyond those of the other insurance contract or the payments of the liable third party. The costs will only be reimbursed once in total. If Europ Assistance has already provided benefits for the same claim event, these are considered as an advance, and the insured person will cede to Europ Assistance any relevant claims that could be asserted against third parties within this scope.

## Overview of basic and supplementary benefits

Benefits		Coverage
<b>1. Basic benefits</b> The choice is yours: – Maximum amount of benefits: CHF 2,000 or CHF 5,000 per year – Deductible (per year): CHF 200 or CHF 500		
<b>Veterinary costs in the event of an accident and/or illness</b>	Examinations, surgery, pharmaceutical treatments, hospitalisation, emergency transport, radiology and diagnostic imagery, homeopathy and euthanasia costs	90% of the costs
<b>Vaccinations</b>		CHF 60 per year (no deductible)
<b>Other treatments</b>	Physiotherapy, aqua-therapy, osteopathy, chiropractic therapy, acupuncture, herbal therapy and bio-resonance therapy	CHF 60 per session, max. 10 sessions per year (with deductible)
<b>2. Supplementary benefits</b>		
<b>Hereditary illnesses/ congenital illnesses</b>	Dietetic foodstuffs and food supplements prescribed by a veterinarian	20% of the costs
	Costs of psychological therapy performed by a veterinarian	Max. CHF 200/year (with deductible)
<b>Death/disappearance/search</b>	Death of the animal due to an illness and/or accident – Illness: maximum age eight years – Accident: no age limit	One-time compensation of CHF 400
	Loss of an animal (disappearance or theft)	Max. CHF 100 for search costs (without deductible)
<b>PET Assistance</b>	See separate table below	

## PET Assistance overview

Insured event	Benefits	Maximum amount per event
<b>Loss of an animal</b> (disappeared or stolen at a distance of over 50 km from its permanent place of residence)	Search efforts to find a lost animal: – Search/alert with veterinarians, animal shelters, etc. – Missing notice at the cantonal notification office and the STMZ – Notification in the local press	CHF 200
<b>Illness, accident or death of an animal</b> (at a distance of over 50 km from its permanent place of residence, in Switzerland or abroad)	Location of a veterinarian nearby	Service included
	Transport of the animal to the nearest treatment centre (round trip)	CHF 2,000
	Accommodation of the owner if the animal is hospitalised	CHF 500 (Two nights at CHF 250)
	Transport of the owner to pick up a hospitalised animal	CHF 500
	Death (in Switzerland): collection, incineration and an urn	CHF 500
	Death (abroad): incineration	CHF 200
<b>Serious illness, accident or death of the owner of the animal</b> (in the event the owner of the animal is hospitalised, housebound or dies)	Medical emergencies abroad	CHF 3,000
	– Organisation of custodial care of the animal by a relative and transport of the animal – Placement of the animal in a kennel or animal shelter – Dog sitter	CHF 800
	Transport of the animal	CHF 2,000
<b>Travel assistance</b> (if the owner must undertake emergency travel without the animal)	Organisation and delivery of pet food	CHF 300 (purchase and delivery)
	– Organisation of custodial care of the animal by a relative and transport of the animal – Placement of the animal in a kennel or animal shelter – Dog sitter	CHF 1,000
<b>Services provided</b>	“Travel Care” info line: information about formalities in the event of travel with an animal	Services included
	“Animal” info line: information on useful addresses (e.g. kennels, animal shelters and dog sitters)	Services included

## F Procedure in the event of a claim

### F1.1 Claims reporting

You must report any loss or damage to the respective company without delay. The responsible company may request that the claims form be submitted in writing or in another form that allows proof by text.

#### Generali

Telephone: +41 800 82 84 86  
Online claims form: [www.generali.ch/en/schaden](http://www.generali.ch/en/schaden)  
Generali General Insurance Ltd., Soodmattenstrasse 2,  
P.O. Box 1047, 8134 Adliswil 1

#### Fortuna

E-mail: [info.rvg@fortuna.ch](mailto:info.rvg@fortuna.ch)  
Fortuna Legal Protection Insurance Company Ltd.,  
Soodmattenstrasse 2, 8134 Adliswil 1

#### Europ Assistance

Telephone: +41 848 800 400  
E-mail: [help@europ-assistance.ch](mailto:help@europ-assistance.ch)  
Europ Assistance (Schweiz) AG, Avenue Perdtemps 23,  
1260 Nyon 1

#### Epona

E-mail: [generali@epona.ch](mailto:generali@epona.ch)  
Online claims form:  
[www.epona.ch/de/kundendienst/ihren-schaden-melden](http://www.epona.ch/de/kundendienst/ihren-schaden-melden)  
Epona, Avenue de Béthusy 54, 1000 Lausanne 12

**Procedure in the event of a claim:** Depending on the nature of the loss or damage, you may need to inform other parties.

- **Household contents insurance in case of theft:** You must report any loss or damage resulting from theft to the police so that an official investigation can be carried out.
- **Personal liability insurance:** If the event results in the death of a person, you must notify us within 24 hours. If police or criminal proceedings are initiated against you or an insured person as a result of a claim event, you must notify us without delay. We reserve the right to arrange a lawyer for the defence of the insured person.
- **Luggage insurance:** The travel company or hotel management, the transport company, the police or the third party responsible must confirm the cause and extent of the loss or damage.
- **Personal valuables insurance:** In the event of theft or robbery, or at the request of Generali, you must promptly notify the police and request an official investigation.
- **Bicycle insurance:** You should report any loss or damage to the police. The possibility of the death of an insured person must be reported to us by phone without delay.
- **Cyber insurance:** You must report the misuse of credit card data to the card operator, the service provider and the police. The service provider must also be informed about the misuse of personal authentication data by third parties.
- **Pet insurance:** You must report the claim to Epona within five days of becoming aware of it. You must also report any loss of the animal to the police.

- **PET Assistance:** As the owner of the animal, you must report the loss of the animal to Europ Assistance within five days.
- **Legal protection cover for bicycle and cyber insurance:** After you have reported a legal case, Fortuna will discuss the further course of action with you. Fortuna may provide the benefits through its internal legal service or appoint an external service provider for this.

### F1.2 Obligations in the event of a claim

As an insured person, you must comply fully with your contractual and legal obligations relating to notification, disclosure of information and conduct.

If the insured persons violate legal or contractual obligations through their own fault, we may reduce or cancel the compensation. In such cases, we reduce the compensation by the extent to which the insured persons' violation of their obligations contributed to the occurrence or extent of the loss or damage. We will not reduce the compensation if the insured persons demonstrate that their behaviour had no impact on the occurrence or extent of the loss or damage.

#### F1.2.1 Obligation to minimise loss or damage

If a loss event occurs, you, as the insured person, are obligated to make every effort to preserve and salvage the insured property and to minimise the loss or damage as far as possible. In doing so, you must observe the following:

- Follow our instructions.
- Do not make any changes to the location of the loss or damage or to any damaged items. You may only make a change if the police agree to this, if it serves to minimise the loss or damage, or if it is in the public interest.
- You must give us access to the damaged items.
- You must inform us if items for which we have paid compensation are found or returned. You may choose either to repay us the compensation received (less an amount for any depreciation in value) or to transfer ownership of the recovered items to us.

**Additional obligation:** If a dangerous situation exists which could lead to a claim and we have requested its elimination, you must eliminate it at your own expense within a reasonable period of time.

#### F1.2.2 Obligations relating to claims processing

You must assist in claims processing to the extent required and observe the following points:

- Inform us of claims without delay.
- Provide us in writing or in another form that allows proof by text with all information that substantiates your claims and allows us to investigate them.
- Provide us with all necessary documents relating to the relevant loss or damage, in particular the completed claims report with the required enclosures (see below under "Documents").
- You must enable recovery from third parties (e.g. a transport company) if the loss or damage was caused or

aggravated by a third party. You must assign your claims to us up to the amount you receive from the third party as compensation. You must also provide us with evidence that may assist in the pursuit of such claims.

If you fail to comply with the obligation to cooperate to substantiate the insurance claim, we may request you to do so in writing, setting a deadline of 10 days. If you do not comply with this request, the obligation to pay benefits will lapse.

**Legal protection cover for bicycle and cyber insurance:** You must observe the following obligations.

**a) Processing:**

- You must provide Fortuna or the representative appointed by Fortuna with all documents and information relating to the case, completely and truthfully. You must submit all items of evidence without delay and grant the necessary powers of attorney. Fortuna may set a deadline of ten days for this purpose.
- Settlements that contain obligations on the part of Fortuna may be concluded by the insured person or their legal representative only with Fortuna's written – or in another form that allows proof by text – consent.
- If you are awarded any court costs or legal expenses in or out of court, you must reimburse them to Fortuna.

**b) Selecting a lawyer:**

- You may not yourself engage a legal representative or initiate any legal action or other legal recourse before Fortuna has given its approval in writing or in another form that allows proof by text.
- If it becomes necessary to enlist the services of a lawyer with regard to court or administrative proceedings for which representation by a lawyer is required, or if this is necessitated by a conflict of interest, you may freely choose a legal representative in consultation with Fortuna. The legal representative must be qualified in the area of law applicable to the case and have his registered office within the district covered by the authorities responsible for the court or administrative proceedings. If Fortuna rejects to engage the chosen legal representative, you may propose three other, mutually independent legal representatives. Fortuna must then appoint one.
- You must release the representative engaged from the obligation of professional secrecy towards Fortuna and authorise the representative to disclose all documents and information relevant to the case to Fortuna.
- Fortuna may impose a limit or deadline on a payment commitment, make it contingent on or subject to conditions, or limit it to certain legal matters or stages of proceedings.

**c) Differences of opinion:**

- In the event of differences of opinion regarding the handling of a legal case or if Fortuna declines to provide benefits for a measure due to there being no prospect of success, Fortuna must justify its opinion in writing or in another form that allows proof by text without delay and inform you of the possibility of a procedure in the event of a difference of opinion. In this case, compliance with deadlines relating to legal

recourse, forfeiture and limitation periods becomes your responsibility.

- Should you not accept the solution proposed by Fortuna, you may submit the matter to a qualified Swiss lawyer or professor of law for a decision as sole arbitrator. You must do this within 90 days after you receive the refusal. The arbitrator, who must be chosen jointly by you and Fortuna, will make his decision on the basis of a simple exchange of documents. The arbitrator will demand an advance from both parties in the amount of the full anticipated cost of the proceedings. No legal expenses will be paid out. If you do not request such arbitration within 90 days of receipt of the refusal, the right to arbitration is deemed to be waived. The provisions of the Swiss Civil Procedure Code (ZPO) also apply.
- If you initiate proceedings at your own expense after Fortuna has declined to provide benefits and you secure a judgement that is more favourable for you than the opinion communicated in writing – or in another form that allows proof by text – by Fortuna or than the result of arbitration, Fortuna will assume the necessary costs incurred up to the maximum insured amount.

**Documents:** You must make the following information and documents available to us on request to assist us in claims processing.

- **Household contents insurance:** List of the existing or affected items of property, as appropriate, including the value before and after the loss or damage.
- **Luggage insurance:** Certification of the loss, police reports, invoices, guarantees, proofs of sale, receipts as evidence of value, etc.
- **Personal valuables insurance:** Invoices, receipts, estimates, etc.
- **Bicycle insurance:**
  - Proof of purchase of the bicycle
  - Detailed cost estimate (accompanied by a photo of the damaged or stolen bicycle/bicycle part)
  - Police report (in the case of an accident involving personal injury and theft), doctor's certificate (in the case of personal injury), names and addresses of any witnesses
  - Copy of the household contents insurance (only in the case of assumption of the deductible of the household contents insurance in the case of theft)

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

- **Cyber insurance:** You must fulfil the following obligations.

**a) Misuse of credit card details:** You must have the affected cards blocked as soon as you become aware of the misuse or might be able to obtain such information. You must send us the following documents for purposes of processing the claim:

- Bank statement demonstrating the misuse of credit card data
- Police report or equivalent document

**b) Misuse of personal means of authentication by a third party:** You must change the login data for the customer account as soon as you become aware of the misuse or might be able to obtain such information. You must send us the following documents for purposes of processing the claim:

- Invoice for any purchase not made by the insured person
- Extract from the relevant customer account showing the delivery address, if this information is not included in the invoice

**c) Data recovery costs:** You must send us the following documents for purposes of processing the claim:

- Cost estimate from a company specialised in data reconstitution. This must include the approximate cost of the repair and an assessment of the extent to which the data contained on the storage medium can be restored. If you decide to forgo the repair or if data reconstitution is deemed impossible, we will pay the cost of the estimate, less the deductible.

**d) Pet insurance:** You must send us the following documents for purposes of processing the claim:

- Submit to Epona all invoices issued in connection with the claim, in detailed form with proof of payment, within 30 days of issue. The following data must be specified in these documents: Contract number (insurance policy), name, gender and date of birth of the animal as well as the diagnosis. Epona reserves the right to involve its veterinary consultant in order to make it easier to assess the claim in some cases.
- At Epona's request, you must also present the necessary veterinary certificates or a police confirmation of loss that we need to process the claim.

**e) PET Assistance:** The insured person must provide Europ Assistance with the following information and documents without delay:

- All required information
- Bank details. If we do not receive such information, you must pay the transfer costs.
- If you or your animal becomes ill or suffers an accident, you must consult a doctor or veterinarian as soon as possible. It is essential that you follow his advice. At Europ Assistance's request, you must provide the veterinary or medical certificates, including a death certificate, that are necessary to process the claim. You must release the veterinarian or attending doctor from their obligation to maintain professional secrecy towards Europ Assistance. For any reimbursement of your expenses, you must present all original receipts to Europ Assistance.
- For Travel Assistance, you must also provide travel documents (order confirmation, invoices, receipts, etc.) and, if necessary, provide proof of the necessity of a business trip.

### F1.3 Loss or damage assessment

Both you and we may request that any loss or damage be investigated immediately. You must provide proof of the extent of the loss or damage. The sum insured does not constitute any

proof of the existence and value of the insured items of property at the time of the claim. We are not obligated to assume property that has been salvaged or damaged.

**Household contents and personal valuables:** The loss or damage may be determined by you or by us, by a joint assessor, or through an expert procedure. Both you and we may request that such a procedure be carried out.

**Expert procedure:** You and we each appoint an expert in writing or in another form that allows proof by text. These two experts select a referee prior to the damage assessment. The experts determine the value of the insured, salvaged and damaged items immediately before and after occurrence of the loss event. For insurance of the replacement value, the experts determine the replacement value of the damaged items of property and the residual value. For insurance of the current value, the experts determine the current value of the damaged items of property and the residual value. If the experts arrive at different findings, the referee takes a decision with respect to the points remaining in dispute, within the limits of both expert findings. The findings made by the experts or, if appropriate, by the referee, are binding on you and on us, provided that these findings do not deviate substantially from the real facts and circumstances. The party alleging such a deviation is responsible for providing proof. You and we each pay our own expert costs. The costs for the referee are to be paid in equal parts by us both.

**Personal liability:** We will handle claims only if the claims exceed the agreed deductible. We will conduct negotiations with the injured parties at our own cost. In this respect, we are your representative, and our settlement of the injured parties' claims is binding on you. You must refrain from direct negotiations with the injured parties or their representatives about claims for compensation, any acknowledgement of a claim, the conclusion of a settlement or the provision of compensation without our consent. In addition, you are not entitled to assign claims to injured parties or third parties under this insurance without our prior consent. Furthermore, and without being requested to do so, you must provide us with all other information about the case and the steps taken by the injured parties. You must submit to us without delay all items of evidence and written documents relating to this matter (including in particular legal documents such as summonses, legal briefs, judgements, etc.).

You must also assist us wherever possible in the processing of the claim (contractual fidelity). As a rule, we pay the compensation directly to the injured parties. If we do not apply any deductible, you must refund this amount to us with no objections. If no understanding can be reached with the injured parties, and if the latter opt for litigation, we will conduct the lawsuit at our own cost. Any reimbursement of litigation costs awarded to you is payable to us, provided that this is not intended to cover your personal expenditure.

**Gardens and crops:** In all cases, we determine the loss or damage exclusively with you. We may decide whether to appoint tradesmen to conduct the necessary repairs or to pay the compensation in cash.



## G Compensation

Benefits are limited to the sums insured listed in the policy. The sums insured apply per insured event. We may also have the compensation processed by a partner company, and we may choose whether to pay it in cash or in kind.

### G1.1 Calculation of compensation

We may determine the amount of compensation at our discretion. Sentimental value is not taken into account.

#### Household contents insurance:

- a) Total loss:** If the replacement value is insured, the compensation corresponds to the replacement cost at the time of the damage. The residual value of the damaged property is deducted from the replacement cost. If the current value is insured, the compensation corresponds to the replacement cost at the time of the damage less any depreciation in value due to wear and tear or other reasons.
- b) Partial damage:** We will pay the repair costs, but not in excess of the price of purchasing a new article.

**Calculation of costs:** The costs mentioned in A1.4 b are calculated as follows:

- a) Additional living costs:** These are determined based on the costs of being unable to use the damaged rooms. This includes the costs of renting replacement accommodation and meals outside the home as well as the loss of income derived from subletting. Any costs saved will be deducted. The insurance does not cover removal costs or the costs of temporary storage of household contents, or any costs arising from disassembly and reassembly, except if they serve to minimise the insured living costs.
- b) Debris removal costs:** These are determined on the basis of the actual costs of removing the debris from the site of the loss. These include the costs of removing the debris of insured household contents and transporting it to the nearest suitable waste disposal site, as well as the costs of dumping and destruction.
- c) Costs of security glazing, emergency doors and security locks:** These are determined on the basis of the actual costs of carrying out the necessary work.
- d) Costs of changing locks:** These are determined on the basis of the actual costs of replacing locks at the locations specified in the policy and on safe-deposit boxes rented by the claimant, including the relevant keys.
- e) Costs of reconstitution:** The insurance covers the costs incurred in the replacement of documents such as licences, passports, identity cards or their duplicates, as well as credit cards and blocking costs.

**Personal valuables insurance:** The compensation due is calculated based on the amount of the replacement cost at the time of the loss or damage. In the event of partial damage (partial loss or damage), we will pay the costs of replacing or repairing the damaged parts as well as any residual depreciation in value.

**Gardens and crops insurance:** The compensation due is calculated based on the costs of replacing the insured items at the time of the claim and any necessary tradesmen's costs. It is limited to the amount of the insurance sum. In the event of partial damage, only the costs of repair are compensated.

**Cost calculation:** Costs of debris removal are covered, up to a maximum of 10% of the sum insured. Fees in accordance with SIA norms for experts appointed by the claimant are compensated up to a maximum of 5% of the claim.

#### Bicycle insurance:

##### a) Collision accidental damage cover for bicycles:

- Compensation is limited to the amount specified in the policy plus any compensation for personal effects.
- **Total loss:** Generali will pay for the replacement of an identical new bicycle less the residual value of the old bicycle. The price at the time of the claim is applicable.
  - **Partial damage:** Generali will pay for repair of the bicycle. This payment of costs may not exceed the amount of a total loss.

- b) Bicycle theft:** In the event of a total loss, the compensation corresponds to the replacement cost of an identical new bicycle less the residual value of the old bicycle at the time of the loss or damage. In the event of partial damage, the compensation corresponds to the repair costs, but does not exceed the value which would be compensated in the event of a total loss. If the bicycle is found again following payment of the compensation, it becomes our property.

## G1.2 Deductibles

In the event of a claim, you must pay the deductibles below. If otherwise agreed in the policy, the actual deductibles may differ from this table. Any deductibles that not listed are arranged by agreement.

Deductible	Coverage
CHF 200 from the compensation	<ul style="list-style-type: none"><li>- Theft (unless otherwise agreed)</li><li>- Gardens and crops</li><li>- Household contents accidental damage</li><li>- Luggage insurance (excluding misdirected luggage)</li><li>- Scorch damage</li><li>- Damage to property exposed to a utility fire or heat</li></ul>
CHF 500 from the compensation	<ul style="list-style-type: none"><li>- Natural events</li><li>- Driving third-party motor vehicles</li><li>- Hiring or borrowing horses</li></ul>
5% from the compensation	Bicycle insurance: collision accidental damage and theft (minimum CHF 100)
10% from the compensation	Personal valuables insurance (minimum CHF 200) Cyber insurance (minimum CHF 50)
10% of the sum insured	Earthquake damage (maximum CHF 500,000, off-premises insurance 10% of the maximum compensation)

## G1.3 Possible reduction of compensation

We are entitled to reduce the benefits provided in the following situations.

### Household contents:

#### a) Under-insurance:

- If the sum insured is lower than the replacement value of the household contents in their entirety (under-insurance), we only pay proportionate compensation for the loss or damage. This means that the compensation is based on the ratio of the sum insured to the replacement value. In the event of partial damage, we also reduce the compensation accordingly. This provision does not apply to monetary assets, personal belongings of visitors, damage to frozen food, costs, or simple theft outside the home. In the event of loss or damage arising outside the home, we take into consideration both the items of property outside the home and those within the home for purposes of calculating the replacement value.
- We will waive our right to reduce the compensation if the under-insurance does not exceed 10%, up to a maximum of CHF 20,000. In addition, your sum insured will be automatically adjusted as a result. Due to legal provisions, this waiver does not apply to the insurance of natural events.

#### b) Natural events:

- If, for all insurance companies licensed to operate in Switzerland and Liechtenstein, the amounts of compensation from one insured event for a single policyholder exceed CHF 25 million, the compensation is reduced to this amount. A further reduction may apply in accordance with the following paragraph.
- If, for all insurance companies licensed to operate in Switzerland and Liechtenstein, the amounts of compensation from one insured event exceed CHF 1 billion, the amounts of compensation payable to the individual claimants are reduced such that the aggregate amount does not exceed this sum. Compensation for damage to buildings and movable

property is not aggregated. Losses at different times and in different locations are treated as one event if they can be traced to the same atmospheric or technical cause.

- c) Earthquake damage:** If the amounts of compensation determined by us for one insured event exceed CHF 100 million, the amounts of compensation payable to the individual claimants are reduced such that the aggregate amount does not exceed this sum.

### Personal valuables insurance:

- a) Under-insurance:** If the sum insured is lower than the replacement value (under-insurance), we only pay proportionate compensation for the loss or damage. This means that the compensation is based on the ratio of the sum insured to the replacement value. Calculation of any under-insurance is performed for each individual insured item of property.
- b) Violation of due diligence obligations:** If you have violated your due diligence obligations, contractual or statutory security provisions, or other obligations, we will reduce the compensation. We will also reduce the compensation if you have failed to notify us of an increase in risk. The compensation will be reduced in proportion to the impact on the occurrence or extent of the loss or damage.

**Cyber insurance:** Compensation may be refused for the following reasons:

- You fail to provide us with a cost estimate.
- You attempted to recover data even though it was determined that the data on a digital storage medium could not be recovered.

**Pet insurance:** Epona will reimburse the costs according to the insurance options and deductibles listed in the policy. The annual deductible and the annual limit on the amount of benefits apply for a 12-month period from the due date of the policy. The year of occurrence that applies for calculating the deductible is that of the date on which the animal is treated.

#### **G1.4 Due date for compensation**

The compensation becomes due and payable four weeks after we receive the documentation necessary to determine the extent of the loss or damage and our obligation to pay benefits. Once four weeks have elapsed since occurrence of the loss or damage, you may request a partial payment in the amount of the compensation that we are obligated to pay as a minimum based on the findings of the damage assessment. Our obligation to pay will not become due as long as a police or criminal investigation of the loss or damage is being conducted and any proceedings against you or the claimant have not yet been concluded.