

General policy conditions (GPC)

Vehicle insurance

Release 2019

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A. Common provisions

1. Basis of the contract

The following documents form the basis of the insurance contract:

- Your application
- Your policy
- The General and Special Conditions
- Any supplements

2. Types of insurance

The contract can apply to four different types of insurance:

- Third-party liability insurance
- Accidental damage insurance
- Accident insurance
- 24-hour breakdown cover and assistance

Which of these types of insurance you have taken out is stated in your policy. The General Terms and Conditions for your insurance can be found under A (Common provisions), B (Third-party liability insurance), C (Accidental damage insurance), D (Accident insurance) and E (24-hour breakdown cover and assistance).

3. Insured vehicle

The insurance covers the vehicles stated in your policy and any supplements.

Definition of terms

Described vehicle	Type of vehicle
Car	Passenger vehicle
Vintage car	Passenger vehicle that is 30 years or older
Motorcycle	Motorcycle/scooter
Commercial vehicle	Other types of vehicle

Replacement vehicle

If the driver and vehicle licensing office has temporarily granted you the use of your licence plates on a replacement vehicle of the same price category, the insurance covers this replacement vehicle (in accordance with Art. 67 of the Road Traffic Act (RTA)). If accidental damage insurance has been taken out, the temporarily replaced vehicle remains insured against damage caused by fire, theft or natural hazards during this time. More detailed information can be obtained from the driver and vehicle licensing office of your canton.

4. When and where is your insurance valid?

Your insurance is valid in Switzerland, in all EU and EEA member states and in Andorra. Accidental damage insurance is also valid in Kosovo. However, if you wish to visit European countries which are not EU or EEA member states, you must order a valid Green Card from Generali beforehand. Your insurance will not be valid in any countries or areas that are crossed out or excluded on the Green Card.

In countries in which third-party liability frontier insurance has to be taken out (for instance in Kosovo), only this applies. The premiums and costs of such frontier insurance must be paid by you. In the case of overseas transports, your insurance is only valid if both the place of departure and the destination are within the geographical scope of your policy. In some countries you have to take out additional, mandatory frontier insurance.

If you move abroad, i.e. out of Switzerland, or register foreign licence plates for your insured vehicle, the insurance will no longer be valid and will expire at the end of the insurance year at the latest. If you wish to cancel your insurance earlier than that, you must contact Generali and return your Swiss licence plates.

5. Start and duration of your insurance

Your contract is valid for the period stated in your policy. Your insurance covers any damage or loss caused during this period.

The third-party liability insurance and the precautionary accidental damage insurance (in accordance with Art. 43 GPC) take effect on the day stated in the insurance certificate of Generali, provided the authorities have issued a licence for the vehicle. The accidental damage insurance and accident insurance start on the date indicated on your policy. However, if you have received written confirmation from Generali before then, the date stated there applies.

Generali may refuse your application in writing until you have received your policy or written confirmation. The preliminary insurance cover will cease to apply three days after you receive notification of Generali's refusal. You have to pay the premium pro rata for the duration of the preliminary insurance cover.

You may only adjust your accidental damage insurance after one year of uninterrupted duration if your adjustment would result in a premium reduction. This applies regardless of the duration for which you have concluded the contract.

The contract is extended by one year after the end of the term of contract if neither you nor Generali receive a written notice of cancellation at least three months before then. We call this year «insurance year». If you concluded the contract for less than one year, it expires on the day stated in your policy.

6. Changes to risks

Risks may change during the term of the contract. You must notify Generali of such changes immediately in writing. Should there be a reduction in the risks, we will reduce your premiums as soon as we receive your notification. If there is an increase in the risks, your insurance will also cover the new risks if you have notified us of these. If Generali does not wish to insure the increased risks, we are obliged to terminate the contract within 14 days of the receipt of your notification. If you fail to notify us of the increase in risk, we will no longer be bound by the contract.

7. Deductible

1. For every claim that Generali pays, you must pay the deductible agreed in the contract. Generali offsets your deductible against any benefits or sends you an invoice. If you fail to pay this invoice within four weeks, you will receive a reminder. If after 14 days of receiving this reminder you have still not settled the invoice, your contract will be cancelled. You will still have to pay the deductible.

2. In the following cases no deductible applies under third-party liability and accidental damage cover:

Third-party liability

- If we pay benefits despite the insured person not being at fault (causal liability only).
- In the event of joyrides if the keeper is at no fault for his vehicle being taken.
- If a loss occurs during driving lessons with a driving instructor who holds a professional licence.

Accidental damage

- In the event of a claim for which another person or their insurance has paid the compensation under third-party liability in full.

3. In the case of collision damage, the higher deductible applies if

- two vehicles (drawing vehicle and a trailer) are damaged at the same time and
- both vehicles are insured with Generali.

8. Premium scale

Your policy states your basic premium and your premium level as it applies at the start of the insurance. Your premium may get cheaper or more expensive over time, depending on whether a claim is made or not.

If you make no claim within the space of a year, your premium level will be lower in the following insurance year. Except if you are already on the lowest level.

For each claim you will go up four premium levels in the following insurance year for the insurance under which you made the claim (third-party liability and/or collision damage). If it turns out that a claim remains without consequences, your premium level is not increased.

If you suffer damage or a loss in the time between submitting your insurance application and the start of your insurance, the premium level is corrected.

The premium level of your third-party liability insurance is not increased

- if we pay benefits despite the insured person not being at fault (causal liability only),
- in the event of joyrides if the keeper is at no fault for his vehicle being taken.

The premium levels for third-party liability and collision damage insurance are subsequently corrected and not increased

- if Generali does not have to pay anything for a reported event,
- in the case of a definitively settled collision damage claim (accidental damage cover) where another person or their insurance has paid the compensation under third-party liability in full,
- you repay the benefits that Generali paid out to you, provided you do so within 30 days of us notifying you that the claim has been settled.

Premium scale third-party liability

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

Premium scale accidental damage

System S

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

9. 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
- changes in supreme court precedents or in FINMA's administrative practice that directly affect the insurance contract.

In addition, Generali may increase or reduce premiums, deductibles, waiting periods, limits of compensation, the premium scale (with the exception of amendments due to claims pursuant to Art. 8 GPC) 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 new contractual provisions at least 25 days before the end of the current insurance year. If you are not in agreement with the changes, you may terminate 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, the changes shall be deemed to have been approved by you.

Any contractual amendments in your favour (e.g. reduction in premiums or deductibles) are not a reason for termination.

10. Cancellation following a claim

If you submit a claim for which Generali provides a benefit, you or Generali may cancel the affected insurance policy or the entire contract. Generali must notify you of its cancellation when it pays out the benefit at the latest. You must notify Generali of your cancellation by no later than 14 days after you were informed that the payment has been made.

If you or Generali cancel a policy or the contract, the relevant insurance cover ceases 14 days after the notification to this effect was received.

In the event of a total loss, accidental damage insurance cover ceases automatically.

11. Change of vehicle keeper

In the event of a change of owner or keeper of the insured vehicle, the accidental damage insurance and accident insurance shall come to an end. The third-party liability insurance will remain in force and be transferred to the new keeper/owner. Generali will redefine the premium level when this change takes place.

If the new keeper/owner does not wish to take over the liability insurance, he or she can inform Generali in writing within 14 days after the change of keeper. This contract shall expire if the new vehicle registration document is issued on the basis of another insurance contract.

If Generali does not wish to continue the liability insurance, we too can terminate the contract in writing within 14 days after being informed of the change of keeper. Where this is the case, the contract will end four weeks after the new owner receives the notice of termination.

12. Premium payment, premium refund and fees

Premium payment

You must pay your premium annually on the date stated in your policy as the due date. If you pay your premium in instalments, Generali may levy a surcharge for each instalment.

Premium refund

If you cancel your contract, Generali will refund the amount of your premium paid in advance for the remaining term of your contract.

Generali will not refund any pre-paid amounts of your premium if

- Generali has settled a claim for a total loss or
- Generali has settled a claim for a partial loss within the first insurance year and you cancel the contract.

Fees

If you do not pay your invoices, we charge a fee for reminders. For the collection of premiums, we may appoint a debt collection service, which may charge additional fees. If Generali has

to request the withdrawal of your licence plates from the cantonal driver and vehicle licensing office, you will be charged an additional fee of CHF 100.–.

If you adjust your contract more than three times within one insurance year, we may charge fees of up to CHF 50.– per contract amendment.

Generali may charge fees for specific services and administrative expenses in connection with your contract. These include, for example, fees for payments of premiums at the post office counter or resending of documents already delivered. You can call up our fee regulations at www.generali.ch/fees.

13. Depositing licence plates

You can temporarily deposit your licence plates with the relevant authorities. If you do so, your insurance cover is suspended until you re-register your licence plates.

During this time you continue to be insured on roads that are not open to public traffic.

Namely:

- under third-party liability insurance and for collision damage under comprehensive accidental damage insurance (Art. 33 a) GPC) for no more than six months after depositing your licence plates,
- under comprehensive accidental damage insurance against the other risks covered and under partial accidental damage insurance for the entire time during which your licence plates are deposited.

If you deposit your licence plates for 14 days or more, Generali will grant you a discount on your premium when you re-register the licence plates. This discount rises in line with the duration for which you deposited your licence plates. Generali will deduct an admin fee from the discount. If your contract includes an accidental damage insurance policy, you will pay only half of the premium for this policy during the time that your licence plates are deposited.

If your motorcycle insurance contract contains a waiver of the deposit of licence plates, you will not receive a discount if you deposit the licence plates anyway.

14. Interchangeable licence plates

The insurance covers the two vehicles stated in your policy (and any supplements), i.e.

- the vehicle with installed interchangeable licence plates,
- the vehicle without interchangeable licence plates if damage occurs on a road that is not open to public traffic.

If you use both vehicles at the same time on public roads, Generali does not have to pay and will take recourse against you and the insured persons.

15. Dealer plates

The validity of the insurance requires the dealer's plate referred to in the policy or any addenda thereto to be affixed to the vehicle.

Generali shall not be liable to pay any benefits if you use the dealer's plate for journeys not permitted under the Swiss Road Traffic Insurance Ordinance (Art. 25 VVV).

16. Driving school

If you agreed in your contract that your vehicle is used by a commercial driving school, the insurance also covers damage caused during a driving lesson or practical driving test in accordance with the GPC.

17. Waiver of recourse in the event of gross negligence

If this waiver is included in your policy as a supplement, we will not reduce benefits or require you to cover part of the loss yourself (recourse) (Art. 14 2) of the Swiss Federal Law on Insurance Contracts (VVG) and Art. 65 3) of the Road Traffic Act (RTA)).

However, the waiver does not apply if the driver of the insured vehicle causes an accident while unfit for driving or under the influence of alcohol, drugs or medication or causes damage or a loss through gross disregard for the maximum permitted speed, or if there is a causal link between the accident and an offence or crime committed with intent.

18. Notifications to Generali and the obligation to report claims

Each claim must be reported to Generali at our head office, agency or via the phone number stated in your most recent policy (or any supplement).

For claims **under accidental damage insurance:**

- a) You must notify Generali immediately** so that we can assess any damage before your vehicle is repaired. If we are unable to agree on the cost estimate or the repair method, Generali reserves the right to select the repair companies itself.
- b) If your vehicle or, if co-insured, your luggage is stolen,** you must notify the police immediately and file a criminal complaint. If a stolen vehicle is found within 30 days, you have to take it back. We will cover any repairs of insured damage to the vehicle.
- c) In the event of damage caused by natural hazards abroad,** you must provide an official confirmation.
- d) In the event of damage caused by animals,** you must immediately request an accident statement from a government body, such as the police, gamekeepers, etc.

If you fail to meet these obligations, Generali can only cover collision damage if you have valid comprehensive accidental damage insurance (Art. 32 1) GPC).

For claims under **accident insurance**, the insured persons have the following obligations:

- a) Medical treatment:** Immediately after the accident, you must consult a registered doctor, certified dentist or certified licensed chiropractor, who is responsible for restoring the person who suffered an accident to health. If the condition of the person who suffered an accident worsens because he or she fails to observe the instructions of the doctor, dentist or chiropractor, Generali will not cover any additional costs.

b) Obligation to provide information: You must do everything to enable us to investigate the accident, its consequences and any attendant circumstances. Furthermore, you must authorise doctors to provide Generali with information if they treated or examined the insured person in connection with the accident or in any other context. You must provide Generali with the required medical reports and permit us to request an examination by a medical consultant or to draw up a report. If Generali orders an examination by a medical consultant or an autopsy, we will cover the associated costs. In the event of death, the survivors must give permission in a timely manner for a doctor appointed by Generali to examine the body.

19. Consequences of breaching the contract

If the insured persons fail to observe the contract or to meet their obligations, Generali is not obligated to pay benefits, unless there is evidence that the breach of contract was not the fault of the insured persons or that it has no impact on the relevant claim or the legal position of Generali.

If the necessary information or documents are not sent to us within the contractually defined period of time, Generali does not have to pay benefits. If this period of time is not set out in the contract, a period of 14 days applies, starting on the day that Generali submits a written request to you to provide the documents.

B. Liability

23. Insured persons and vehicles

The following parties are included in the insurance coverage: the insured person, the owner of the vehicle and all persons for whom he or she is responsible under the Swiss Road Traffic Act. Our use of personal pronouns in these GPC refers to all these persons.

Trailers or vehicles towed by the vehicle are also covered.

Liability is also covered for detached vehicle trailers, in accordance with Art. 2 of the Road Traffic Insurance Ordinance (VVV).

24. Insurance coverage

The insured persons are insured against civil law claims that arise under statutory liability provisions.

This means that Generali covers you in the event of

- personal injury (manslaughter and injury of persons),
- material damage (destruction or damage to objects).

Generali also covers you and the insured persons against claims under civil law from accidents

- when entering and exiting the vehicle (getting on and off in the case of motorcycles),
- when opening and closing the vehicle doors, the bonnet, the sliding roof or the boot (when opening or closing the moving parts in the case of motorcycles),

20. Place of jurisdiction and supplementary law

1. Place of jurisdiction:

If the courts at the location of the accident are not competent, Generali agrees that electively the courts of either your place of residence in Switzerland or the headquarters of Generali in Switzerland shall have jurisdiction over all disputes that arise under this contract.

2. Supplementary law:

In addition to these provisions, the Swiss Federal Law on Insurance Contracts (VVG) and the Road Traffic Act (RTA) apply.

21. Data protection

We comply with all relevant provisions of data protection law when processing your personal data. Detailed information about the processing is listed in our data protection policy. The currently valid version is available at www.generali.ch/dataprotection at any time.

22. Economic, trade or financial sanctions

If legally valid economic, commercial or financial sanctions exist which are not compatible with this insurance contract, this insurance contract shall not grant any insurance cover or other benefits provided by Generali. This shall apply irrespective of any contrary contractual provisions. Detailed information can be found in the sanction provisions of Generali. The currently valid version can be retrieved at any time at www.generali.ch/sanctions.

- when attaching and releasing a trailer or towed vehicle.

Generali also covers costs incurred in preventing imminent damage.

25. Insurance benefits

1. Your insurance includes

- payment of justified claims,
- defence against unjustified claims.

2. Generali pays at most the amount guaranteed in the contract. This includes any interest accrued on the loss or damage as well as legal and court costs.

3. If the maximum benefit of Generali is higher than the statutory minimum guaranteed sum, the latter shall apply in the following cases:

- in the event of personal injury or material damage caused by fire, explosion or nuclear power,
- loss prevention costs.

The statutory minimum guaranteed sum applies per loss event. This includes any interest incurred on the loss or damage as well as legal and court costs. Where the Road Traffic Act specifies higher cover, the higher cover shall apply. Art. 26 4) GPC remains reserved.

26. Restrictions on insurance cover

The following are excluded from the cover (paragraph 2 remains reserved):

1. Claims arising from material damage
 - by you as the keeper of the vehicle against persons for whom you are responsible under the Road Traffic Act,
 - by your partner (spouse or registered partner),
 - by family members living in the same household as you.
2. Claims arising from damage to the insured vehicle, trailer or towed or pulled vehicle. Also excluded are claims for damage to objects fitted to these vehicles or transported by these vehicles. Insured however are objects carried by the injured party on his/her person (e.g. luggage).
3. Claims arising from accidents
 - caused when driving on racetracks, race circuits or road surfaces used for such purposes,
 - caused during training sessions, outdoor competitions or driving courses (however, coverage does extend to damage caused when driving in Switzerland while participating in legally required courses given by licensed providers),
 - during authorised events in Switzerland for which no insurance requirement is prescribed under Art. 72 of the Road Traffic Act (RTA).
4. Claims arising from damage for which the Act on Nuclear Energy prescribes liability.
5. The liability of a driver who does not possess the legally required identification or does not comply with the legal requirements. Excluded is also the liability of the person(s) who should have recognised this had they paid dutiful attention.
6. In the event of joyrides: the liability of persons who unlawfully take the insured vehicle for their own use, and also the liability of the driver, who knew beforehand that the vehicle would be taken for unlawful use, or should have known this beforehand if he or she had paid dutiful attention.
7. The liability for rides that are not officially authorised and the liability of persons who have used the vehicle entrusted to them for rides that were not allowed.
8. Liability arising from
 - the transport of hazardous loads within the meaning of the Swiss Road Traffic Act,
 - the use of the vehicle for commercial passenger and goods transport,
 - the use of the vehicle for commercial rental purposes,
 - the commercial use of the vehicle for a driving school,
 - the use of the vehicle on airport grounds (not publicly accessible).

However, if such use is agreed under your contract and an official permit exists, this liability is insured.

If we are forced to pay benefits to an injured party despite these restrictions, you must refund the benefits to us.

27. Work risk

These provisions apply only to motor vehicles used for professional purposes and agricultural motor vehicles.

- A. In deviation from Art. 13 GPC, the liability cover for work risk is fully suspended, including on non-public roads, if the number plates are deposited.
- B. In conjunction with Art. 24 GPC, liability is also insured if the vehicle is used for work operations. For loss events for which there is no insurance obligation under the Road Traffic Act (RTA) the following applies:
 1. In conjunction with Art. 26 GPC, the following are excluded from the insurance:
 - a) claims for damage that relate to you as policyholder and claims from family members of an insured person,
 - b) liability for damage that is expected or assumed to occur with great likelihood (e.g. damage done to soil and ground by walking and driving on it, storing of rubble, materials and equipment).
 - c) Claims arising from
 - damage to objects that an insured person has taken possession of in order to use, process, transport, load, unload or store or that he or she has hired or leased,
 - damage to objects on or with which an activity was carried out or was refrained from.
 - d) Insofar as liability under Switzerland's Road Traffic Act is not in question, recourse and compensatory claims of third parties against your employees and other auxiliary help who are not entrusted with managing or overseeing the business for services that they provided to the injured party are excluded from the insurance coverage.

2. You are obligated to ensure that the directives and regulations decreed by authorities and the Federal Act on Accident Insurance (UVG) as well as the generally acknowledged rules of the construction profession are complied with. Before starting ground work (such as soil movement, digging, ramming, boring, pressing work), you must view the plans at the appropriate office and inform yourself about the precise location of underground lines.

28. Claims handling

If you cause damage, you must leave it up to us or our representation to negotiate with the injured party.

The regulation of the claims is binding for you and the insured persons.

You are obligated

- to support us and provide us with all information,
- not to make any independent statements concerning the injured party's claims,
- not to acknowledge any liability claims,
- not to make any payments to the injured party,
- to leave the handling of civil proceedings to Generali.

29. Right of recourse

Under the Road Traffic Act and the Swiss Federal Act on In-

insurance Contracts a right of recourse exists. This means that we may be entitled to pass on costs to you that we have paid for you, up to the maximum of the amount that we paid. This includes legal and court costs.

Reasons for this are, for example:

- You used a replacement vehicle without contractual authorisation (Art. 3 GPC).
- You have replacement number plates and simultaneously drove with these two vehicles on public roads (Art. 14 GPC).
- You have a restriction to the cover under your agreement (Art. 26 (5–8) GPC).
- You do not act correctly in a loss event (in breach of contract) (Art. 19 GPC).

C. Accidental damage insurance

31. Basis of the insurance

Insured vehicle

We insure the vehicle listed in the policy and the associated extra equipment (e.g. navigation system, additional rims or advertising logos).

Insured value of the vehicle

The value of the vehicle is the total of the catalogue price and the extra equipment listed in the policy.

In the case of vintage vehicles, the insured value of the vehicle is the value stated in the policy.

Insured extra equipment

Your car's or motorcycle's paid-for extra equipment (e.g. navigation system or advertising logos) is automatically insured up to a value of 10 % of the catalogue price. If the extra equipment exceeds 10 % of the catalogue price, it is insured only if listed separately in the policy.

Your commercial vehicle's extra equipment and superstructures are covered only if they are listed in the policy or included in the catalogue price.

Electronic devices that can be used independently of the vehicle (e.g. navigation systems and mobile telephones) and protective clothing for motorcycles (e.g. helmets and protective suits) are not considered to be extra equipment.

32. Types of insurance

1. Comprehensive accidental damage insurance: Covers all claims mentioned in Art. 33 GPC.

2. Partial accidental damage insurance: Covers all damage mentioned in Art. 33 b) to k) GPC except collision damage (Art. 33 a) GPC).

- A claim occurs because you acted with gross negligence.

It is possible that, in the event of a claim abroad, we may have to pay compensation after your cover has expired owing to provisions of the International Insurance Card (Green Card), an international agreement or foreign liability insurance laws. We are also entitled to pass on these costs to you (right of recourse).

30. No-claims bonus protection

Most claims change your premium level. Generali therefore offers you the opportunity of taking out no-claims bonus protection. This means your premium level will remain the same following the first claim you report per calendar year that would otherwise affect the premium level.

33. Insured events

a) Collision

Damage caused by sudden, violent, involuntary, external impact (e.g. crashes, collisions, fall or sinking). Damage cited in Art. 33 b) to k) is not insured.

b) Theft

This insurance covers the loss, destruction or damage of the insured items as a result of theft, theft for temporary use (misappropriation) or robbery, or their destruction or damage during an attempted robbery. The insurance does not, however, cover damage resulting from embezzlement.

c) Fire

The insurance covers damage caused by fire (except scorch damage that cannot be attributed to an actual fire), short circuits, explosions (except damage caused by a punctured tyre), lightning strikes and damage to the vehicle resulting from the extinguishing of fires.

d) Natural event

The insurance covers damage caused by stones and rocks falling directly onto the vehicle, landslides, avalanches, pressure caused by snow, storms (winds of at least 75 km/h), hail, flooding and inundations. All other damage caused by natural hazards not mentioned here (natural disasters) is not insured.

e) Snowslides

Damage to the vehicle due to snow and ice falling onto the vehicle is insured.

f) Glass breakage

The insurance covers the breakage of front, side and rear windows and glass roof (including materials serving as glass substitutes). This list is exhaustive. Generali will not pay any benefits if the vehicle is not repaired.

g) Collision with animals

Only damage caused by a collision with an animal is insured. All other damage indirectly connected with an animal collision or evasive action is not insured as damage caused by animals, but rather is considered collision damage pursuant to Art. 33 a) and 7 GPC. This is subject to the provisions of the last paragraph of Art. 18 GPC.

h) Martens and rodents

Damage and consequential damage to the insured vehicle caused by martens or rodents are insured. Art. 36 b) GPC shall not apply.

i) Vandalism by other persons

External damage to the parked vehicle in the form of the breaking off of the antenna, exterior mirrors, windscreen wipers or decorative fixtures, slitting of a convertible top, puncturing of tyres, painting and spraying the vehicle with paint and other materials and pouring harmful substances into the fuel tank is insured. This list is exhaustive. Collision damage is excluded.

j) Crash of aircraft and celestial bodies

Damage caused by emergency landings and crashes of aircraft such as aeroplanes, spacecraft, rockets or parts thereof, or meteorites and other celestial bodies is insured.

k) Assistance

Damage to the interior of the vehicle as a result of soiling by accident victims to whom aid is administered. Generali pays the cleaning costs up to CHF 2 000.–

This is subject to the provisions of Art. 36 GPC.

34. Supplementary cover and additional benefits

1. Items transported in the vehicle

Where this has been agreed upon, all the private or professional belongings of the driver and the passengers are insured. The items must be in your car or commercial vehicle. Any protective clothing (e.g. helmet and protective suit) you wear when riding your motorcycle is covered. For all types of vehicles, such items are insured only in conjunction with insured damage to the vehicle.

In the event of theft, the items transported must be locked in your car or commercial vehicle. In the case of motorcycles, the items must be locked in place or be stowed in a locked storage compartment under the seat or in your top box/side pannier.

All means of payment (e.g. cash or vouchers) including subscriptions or tickets are excluded. The cover also excludes the costs of restoring your photo, film and sound recordings or computer data.

Pets travelling in the vehicle

Generali will pay for veterinary treatment if your pets are injured in your car or commercial vehicle as a result of an insured loss event. Damage caused during the commercial transportation of animals is excluded from the insurance coverage.

2. Hire of replacement vehicle

Where agreed by you, Generali will pay you the rental costs of an equivalent replacement vehicle while your vehicle is being repaired if the loss is covered by your insurance. We will pay the normal rental price subject to a maximum of CHF 1 000.–. This is also the case in the event of the total loss or theft of your vehicle.

3. Parking damage

Where agreed by you, Generali will pay you for damage caused by strangers to your parked vehicle. The following applies to this special cover:

- We pay a maximum of two claims per calendar year
- The maximum amount per claim is specified in your contract.

4. Glass Plus

Where this has been agreed upon, all other damage to glass or glass-like materials (e.g. exterior mirrors, headlights or bulbs) on your vehicle is covered, insofar as this is not attributable to an internal defect or normal wear and tear, in addition to being covered by glass breakage coverage. We will not pay any compensation if the vehicle is not repaired.

35. Services provided

1. Generali repair service

If you have opted for the «Generali repair service» for your passenger vehicle in your contract, you will also benefit from a reduced premium. This service applies in Switzerland.

Requirements:

To have your vehicle repaired easily and conveniently, just call our claims number on +41 800 82 84 86 and ask for the collision, parking or glass damage repair service.

Your advantages in the event of collision and parking damage:

- Contact with a vehicle repair shop within three hours.
- Free pick-up and delivery service for your vehicle.
- Free replacement vehicle while your car is being repaired.
- Manufacturer warranty on material and spare parts and a lifetime guarantee on all work carried out.
- Your vehicle will be cleaned.

Your advantages in the event of glass damage:

- The repair can be carried out at your home, your workplace or in a repair workshop.
- The interior of your vehicle will be cleaned.

Exceptions:

- Your vehicle is not capable of being driven following the claim
- Your vehicle has suffered a total loss as result of the claim
- If you no longer wish to have the vehicle repaired and are therefore seeking to be paid out
- If you or your passengers were injured in an accident

If you organise the repairs at a vehicle repair shop of your own choosing, an additional deductible of CHF 200.– is incurred. You do not have to pay this deductible in the event that the circumstances correspond with one of those listed under «Exceptions».

36. Restrictions on insurance cover

The insurance does not cover:

- a) Claims arising from you renting out your vehicle for commercial purposes or use it for commercial conveyance of persons unless you have agreed to a corresponding coverage in your contract or a supplement to it.
- b) Operational damage, breakages and damage due to wear and tear which is not caused by external means. For example, damage due to loading, spring fractures, lack of oil, lack of or frozen cooling water. Damage between the drawing vehicle and trailer or semi-trailer is also deemed to be operational damage.
- c) Claims arising where a driver does not possess the legally required identification or does not comply with the legal requirements. The above shall apply only if you could have identified these faults if you had paid dutiful attention.
- d) Damage caused by acts of war, the violation of neutrality, revolutions, rebellions, insurrections and the measures taken against them, as well as in the event of earthquakes, volcanic eruptions or modifications of the structure of the atomic nucleus. The above shall apply only if you are unable to establish that the damage is unrelated to the events. In addition, civil unrest (violence against persons or property during riotous assembly, riots or tumults) and measures taken against them. The above shall apply only if you are unable to prove that you or the driver tried to avoid the damage.
- e) Damage caused by the authorities confiscating your vehicle.
- f) – Damage caused when driving on racetracks, race circuits or road surfaces used for such purposes.
– Damage caused during training sessions, outdoor competitions or driving courses.
– However, damage caused when driving in Switzerland while attending road safety training and legally required courses with licensed providers is insured.
- g) Reduced value, lower performance or usability of the vehicle as well as loss of use.
- h) Damage to batteries due to short circuits, electronic/electrical devices and components due to internal defects and damage to tyres due to punctures.

37. Agricultural vehicles

Ancillary work equipment (e.g. ploughs, harrows, mowers, sprayers) is not insured. Superstructures are insured only if they were firmly attached to the reported vehicle at the time of the claim.

38. Dealer plates

The insurance does not apply on your premises and the associated site.

Claims will only be accepted if a police report is available.

The maximum compensation is the sum insured under the contract plus any benefits in accordance with the GPC. If the replacement value of a vehicle exceeds this amount, the compensation for total and partial damage will be reduced accordingly.

Only the cost price of repairs that you can carry out yourself will be reimbursed (normal wages less 10 % discount; normal material prices less 10 % discount).

A suspension discount may be calculated for the partial or comprehensive accident damage insurance; the insurance cover will be completely suspended from the first day of the suspension.

39. Insurance benefits

General

In the event of an insured claim, the costs of the recovery and transport to the nearest suitable repair workshop.

Definition of terms

Total loss

There is deemed to be a total loss if:

- the repair costs exceed 65 % of the vehicle's value in the vehicle's first two years of use
- the repair costs for your car or motorcycle exceed the base value or, for commercial vehicles, the current value of the vehicle
- the stolen vehicle is not found within 30 days of the claim notification

Operating life

The time from the date of your vehicle's first registration until the claim date.

Catalogue price and price of extra equipment

The catalogue price and price of the extra equipment is taken to be the official list price (incl. VAT) valid at the time of the vehicle's manufacture. If no such price exists (e.g. for customised vehicles), the price paid for the new vehicle shall apply.

Base value

The base value is calculated on the basis of the age and mileage of the vehicle in accordance with the valuation guidelines of the Swiss Association of Independent Car Experts (Verband der freiberuflichen Fahrzeug-Sachverständigen, vffs) at the time of the claim.

Current value

The market value of the vehicle (including extra equipment) taking into account the operating life, mileage and condition of the vehicle at the time of the claim.

Compensation

All risks covered by the accidental damage insurance are compensated as follows, depending on the type of compensation selected:

a) In the event of total loss

We pay compensation for the unrepaired vehicle:

1. for the «current value supplement» form of compensation:

Operational life	Compensation for cars and motorcycles	Compensation for commercial vehicles
In the first year	100 % of the vehicle's insured value	Current value +20 %
In the second year	100 % of the vehicle's insured value	Current value +20 %
In the third year	90–80 % of the vehicle's insured value	Current value +20 %
In the fourth year	80–70 % of the vehicle's insured value	Current value +20 %
In the fifth year	70–60 % of the vehicle's insured value	Current value +20 %
In the sixth year	60–50 % of the vehicle's insured value	Current value +20 %
In the seventh year	50–40 % of the vehicle's insured value	Current value +20 %
More than seven years	Current value	Current value

2. For the «current value form» of compensation

The benefits are limited to the current value.

Deductions and maximum compensation

The agreed deductible and the residual value of the vehicle involved in the accident will be deducted from the compensation. If the residual value is not deducted, the vehicle involved in the accident shall belong to Generali.

Any compensation will amount to no more than the purchase price of your vehicle, but no less than its current value.

b) In the event of partial damage

We will pay the costs of repairing the vehicle including its extra equipment in cases where there is no question of a total loss. The definition of a total loss can be found in the explanation of terms.

Deductions and maximum compensation

If the repair costs are higher than normal because the vehicle has been poorly maintained or due to prior or unrepaired damage, you will have to pay a proportion yourself. This is also the case if the repair improves the condition of the vehicle.

If you request a payment instead of repairing the vehicle, the maximum amount we will pay is the current value of the vehicle less its residual value.

In the case of caravans (e.g. motor homes), we will only compensate the depreciated value if it is agreed not to carry out the repair. An agreed deductible applies.

40. Additional benefits

In the event of an insured loss, we will pay a maximum of: the costs of overnight stays and the return journey by train to the owner's Swiss place of residence as well as the return transport of your vehicle to Switzerland if it cannot be driven back by the driver.

- CHF 750.– for claims in Switzerland
- CHF 1 500.– for claims within the geographical scope abroad

We also pay any customs duties incurred.

41. Arbitration committee

In the event of a dispute, any question of whether Generali is liable to pay you anything at all shall be decided by an ordinary court of law, while disputes over the amount of your compensation will be decided by an arbitration committee. The arbitration committee will be composed of two experts: one expert appointed by you (the policyholder or beneficiary) and the other by Generali. If one party fails to appoint an expert after being requested to do so in writing, the expert shall be appointed by the president of the court at the request of the other party.

If the two experts are unable to reach agreement, they shall appoint an arbitrator. Should no arbitrator be appointed by them, the appointment shall be made by the president of the court. The arbitrator shall, within the limits of these findings, render a decision with respect to the outstanding disputed points. You are responsible for paying the costs of your expert yourself. You and Generali shall each pay half the costs of the arbitrator. The arbitration committee's decision shall be binding unless it is established that its decision clearly deviates from the actual situation.

42. Assignment and pledging of claims

You can only assign or pledge your claims to the insured benefits with the express consent of Generali.

43. Precautional insurance cover

Generali will provide you with comprehensive accidental damage insurance cover for 30 days for vehicles up to four years of operational age and partial accidental damage insurance cover for vehicles from 5 to 10 years of operational age. This will start upon issuance of your certificate of insurance and the official permit.

The precautional insurance cover applies to passenger vehicles up to a maximum of CHF 150 000.–, motorcycles up to CHF 35 000.– and commercial vehicles (trucks and delivery vehicles) up to CHF 400 000.–. The catalogue price including all extra equipment shall be determinant.

The comprehensive accidental damage insurance cover applies only to motorcycles with a cubic capacity in excess of 50.01 cm³ and a catalogue price of at least CHF 5 000.– (including extra equipment).

In the event of collision damage, you must pay the first CHF 1 000.– of the compensation yourself.

An additional requirement for this protection is that the partial or comprehensive accidental damage insurance contract is concluded within 30 days.

D. Accident insurance

45. Basis of the insurance

1. Generali provides insurance cover for accidents occurring while you are using your insured vehicle. This insurance also covers accidents occurring while getting into and out of the vehicle, or mounting and dismounting from a motorcycle, when working on the vehicle (e.g. emergency repairs and similar), and when providing assistance in traffic during a journey.

2. An accident is defined as the sudden unintended damaging effect of an unusual external factor on the human body.

The following conclusive list of bodily injuries, even in the absence of any unusual external factor, count as accidents if they are not clearly attributable to illness or degeneration:

- a) Fractured bones
- b) Dislocated joints
- c) Tears to the meniscus
- d) Torn muscles
- e) Muscle sprains
- f) Torn tendons
- g) Ligament lesions
- h) Ear drum injuries

46. Insured persons

The insurance covers the persons named in your policy (or in any addenda to it).

47. Uninsured persons

Your insurance does not cover:

1. Drivers who do not have the licence required by law or do not otherwise comply with the law's requirements, and passengers capable of recognising this if they had paid dutiful attention.
2. Persons who use your vehicle without the consent of the owner or keeper or use it for journeys for which they are not authorised. This applies to passengers only if they were aware that the vehicle was being used illegally.
3. Persons travelling on delivery vans or trucks outside the driver's cabin.

48. Restrictions on insurance cover

Your insurance does not cover bodily harm or damage to health sustained by insured persons (see Art. 45 GPC):

44. No-claims bonus protection

Most claims change your premium level. Generali therefore offers you the opportunity of taking out no-claims bonus protection. In other words, your premium level will remain the same following the first reported claim per calendar year that affects the premium level.

1. as a result of acts of war
 - in Switzerland.
 - abroad, unless the outbreak of the acts of war takes them by surprise and the accident occurs within 14 days of the first occurrence of such acts.
2. in the course of civil unrest (violence against persons or property during riotous assembly, riots or tumults) and measures taken against them. This only if they are unable to credibly demonstrate that they did not actively participate on the side of the perpetrators or incite them to further violence.
3. as a result of earthquakes in Switzerland.
4. if they deliberately commit an offence or a crime or attempt to do so.
5. when driving on racetracks, race circuits or road surfaces used for such purposes or participating in training runs, off-road competitions or driving courses. (However, damage caused when driving in Switzerland while attending legally required courses with licensed providers is insured).
6. in accidents occurring while your vehicle is impounded by the civil or military authorities.
7. as a consequence of exposure to ionising radiation of any kind, in particular that generated by nuclear energy, unless it results from an insured accident.
8. as a result of the deliberate ingestion, other than for medical reasons, of medicines, drugs and chemicals.

If, at the time of the accident, the number of persons in your vehicle exceeds the permitted maximum, Generali will reduce the benefits in proportion to the ratio of the latter to the former.

49. Dealer plates

The insurance does not apply on your premises and the associated site. Nor does the insurance apply to minibuses and coaches.

50. Daily allowance

The insured person is entitled to a daily allowance starting from the day on which they go to the doctor, but from no earlier than the day after the accident. If a waiting period is agreed in the contract, the period begins once the insured person is en-

titled to a daily allowance. Generali will pay the insured person a daily allowance for Sundays and public holidays as well. This will, however, be done only in the course of medical treatment or during a stay at a sanatorium (see Art. 52 1) para. 3 GPC) and for no more than 730 days within five years of the day on which the accident occurred.

The insured person will receive the full daily allowance for as long as they are completely unable to work. If they are partly unable to work, the amount will be reduced accordingly. As soon as regular medical treatment ceases or is no longer needed because the condition of the injured persons has become stable, the insured person will no longer receive a daily allowance.

Young people do not receive a daily allowance if they are under 16 years of age at the time of the accident and have no income from employment.

51. Daily hospital allowance

Generali will pay the insured person the agreed daily hospital allowance while the insured person has to stay in hospital or in a sanatorium (see Art. 52 1) para. 3 GPC). It will do this for no more than 730 days within five years of the day on which the accident occurred. Generali can also pay a daily allowance (see Art. 50 GPC) and reimburse treatment costs (see Art. 52 GPC) in addition to the daily hospital allowance.

If the insured person is cared for at home due to their inability to work following the accident, the insurance covers the costs of household help. Evidence of the costs must be produced and the work in the household must be done by a person who does not live in the household. For this, Generali will pay up to half the insured daily hospital allowance for no more than 150 days of care.

52. Treatment costs

Generali will pay the costs listed under items 1-5 if they are incurred within the 5 years following the accident.

1. Necessary expenditure by the insured person for hospitals, sanatoria, doctors, dentists, pharmacies, spas, massages and other medical treatments. Generali also covers the costs of chiropractic therapy where this is necessary and administered by a certified chiropractor licensed by the state.

Where children or young people suffer damage to their teeth, Generali covers the costs for the intermediate treatment required and for the final one-off repair. It will do this up to 5 years after the date of the accident, but not after the insured person reaches the age of 23. If you so request, we will pay you the money as soon as the costs have been estimated.

A hospital is defined as any institution which exclusively admits persons who are ill or have suffered an accident and is supervised by a licensed doctor. A cure is defined as any occasion when the patient leaves home to stay in a convalescent home, a hotel, a multi-purpose or Alpine clinic, if such a stay is prescribed with Generali's permission by the doctor treating the insured person and is supervised by another doctor.

2. Generali will cover the costs of cosmetic surgery where the nature of the injury sustained in an accident makes this necessary. These are subject to the sum insured but must not in any case exceed CHF 10000.–.

3. During the course of treatment, Generali will pay the following costs (see item 1):

Costs for the services of care staff who are properly qualified or made available by a public or private institution. Costs for the hire of mobility aids (where the insured person is cared for at home).

4. Costs for the initial purchase of artificial limbs, spectacles, hearing aids and orthopaedic appliances. If these are damaged or destroyed in connection with treatment (see item 1), Generali will also pay for their repair or replacement at replacement value.

5. Generali will pay the costs of:

- a)** any transportation of the insured person made necessary by the accident. However, the cost of transport by air will be repaid only if such transport is necessary for medical or technical reasons. If the insured person is unable, because of their state of health, to drive or use public transport, Generali will also pay for them to be transported home from the hospital when receiving medical treatment as an outpatient.
- b)** Actions to rescue the insured person where these are not necessitated by illness.
- c)** Actions to recover the body if the person died as a consequence of an insured accident.
- d)** Search operations to rescue or recover the insured person, up to a limit of CHF 20000.–.

Where treatment costs are insured with more than one insurance company, the total compensation received by the insured person is not to exceed the actual costs arising out of the accident. The amount Generali will pay will correspond to the proportion of the benefits insured by it to the total amount of all benefits insured by the other insurance companies.

Generali will not pay the costs of treatments and artificial limbs if

- these are paid by another person who is liable to do so
- these are paid by another insurer in accordance with the Federal Accident Insurance Act (UVG), Health or Supplementary Insurance Acts (KVG/VVG), Disability Insurance Act (IVG) or Military Insurance Act (MVG).

Where Generali bears the costs in place of another person who is required to pay them on the grounds of liability, that person must reimburse the costs to Generali.

53. Death

If an insured person dies from the consequences of an accident (as defined in Art. 45 ff. GPC) within five years of the accident, Generali will pay the sum insured as a lump sum death benefit to the following persons in this order:

1. Half each to spouses or registered partners or partners and children (children in equal parts). In the absence of a child: an amount equivalent to the absent child's share to his or her descendants. If there are no children, the entire death lump sum is paid to the surviving spouse, the registered partner or the partner. If there is no spouse, registered partner, or partner, the entire death lump sum is divided among the children in equal parts,

2. Parents in equal parts,

3. Siblings in equal parts. In the absence of one of the siblings: an amount equivalent to the absent sibling's share to his or her descendants.

Stepchildren, adopted children and foster children are treated in the same way as the natural children. Foster children are children who at the time of the accident had been taken into the family permanently to be looked after and educated without any payment.

A person of the same or opposite sex is regarded as the partner if they can demonstrate that the joint household had been maintained without interruption for at least five years at the time of death.

If the insured person is younger than 16, the lump sum payable at death is CHF 10 000.– at most.

If none of the survivors listed are alive, Generali will pay only the funeral costs (up to 25 % of the lump sum payable at death), unless these costs have been paid by another insurer or a liable third party.

54. Disability

If an insured person becomes permanently disabled through an accident, Generali will pay compensation in line with their level of disability, provided that this is at least 26 %.

A. Assessment of the level of disability

1. The level of disability is to be obligatorily determined in the following cases:

in the event of complete loss or complete non-functioning

of both hands or both arms, of both feet or both legs	100 %
of one arm or one hand and, at the same time of one leg or one foot	100 %
of one arm at the level of the elbow or above	70 %
of one forearm or one hand	60 %
of one thumb	22 %
of one index finger	14 %
of one other finger	8 %
of one leg at the level of the knee or above	60 %
of one leg below the knee	50 %
of one foot	40 %

of sight in both eyes	100 %
of sight in one eye	30 %
of sight in one eye if the sight in the other eye was already lost prior to the accident in question	70 %
of hearing in both ears	60 %
of hearing in one ear	15 %
of hearing in one ear if the hearing in the other ear was already lost prior to the accident in question	45 %

2. A correspondingly reduced level of disability applies if loss or loss of function is no more than partial.

3. Where more than one part of the body is lost or becomes unusable at the same time, the individual percentages are added together, although the level of disability cannot exceed 100 %.

4. If the body parts concerned were already partially lost or partially non-functioning before the accident, the level of disability applicable at that time is deducted.

5. In cases not listed above, the level of disability is determined by a doctor in accordance with the percentages listed in item 1.

6. The level of disability is to be determined as soon as the insured person's expected permanent condition is established, but no later than five years after the accident.

B. Simple or progressive disability

Generali calculates the disability capital in accordance with benefit category A (progressive disability). However, persons who are aged 65 and older at the time of an accident are not covered for progressive disability. For these persons we calculate the disability capital in accordance with benefit category B (simple disability).

The capital is expressed as a percentage of the sum insured as agreed in your policy and amounts to:

Disability level in %	Benefit as per variant	
	A in %	B in %
26	28	26
27	31	27
28	34	28
29	37	29
30	40	30
31	43	31
32	46	32
33	49	33
34	52	34
35	55	35
36	58	36
37	61	37
38	64	38
39	67	39
40	70	40
41	73	41

Disability level in %	Benefit as per variant	
	A in %	B in %
42	76	42
43	79	43
44	82	44
45	85	45
46	88	46
47	91	47
48	94	48
49	97	49
50	100	50
51	105	51
52	110	52
53	115	53
54	120	54
55	125	55
56	130	56
57	135	57
58	140	58
59	145	59
60	150	60
61	155	61
62	160	62
63	165	63
64	170	64
65	175	65
66	180	66
67	185	67
68	190	68
69	195	69
70	200	70
71	205	71
72	210	72
73	215	73
74	220	74
75	225	75
76	230	76
77	235	77
78	240	78
79	245	79
80	250	80
81	255	81
82	260	82
83	265	83
84	270	84
85	275	85
86	280	86
87	285	87
88	290	88
89	295	89
90	300	90
91	305	91
92	310	92
93	315	93
94	320	94
95	325	95

Disability level in %	Benefit as per variant	
	A in %	B in %
96	330	96
97	335	97
98	340	98
99	345	99
100	350	100

C. Aesthetic damage

If the appearance of the body is permanently and seriously damaged, by scarring for example, Generali will pay you compensation. This applies if insured persons receive no disability compensation for this under A and B and they are disadvantaged at work or in their life in society. The compensation is 10% of the sum insured as stated in the Policy for disability in the event of disfigurements of the face and 5% of that sum insured in the event of deformity of other normally visible parts of the body, but in any case no more than CHF 10000.–.

D. Due date

Generali will pay the benefits owed as soon as the expected permanent disability or aesthetic damage has been determined and payment of any daily allowances has ceased.

55. Damage to luggage and accessories

Damage to clothing and items carried with you for your own personal use (luggage) is insured. In the absence of any special agreement, this applies to vehicles up to a maximum of CHF 1000.– per person and claim.

If all your luggage is destroyed, Generali will pay an advance of CHF 500.– per person and claim for the purchase of the most necessary items (starter kit).

Generali will also pay the costs for the replacement or repair of the following accessories in passenger and utility vehicles: Seats, seat covers, carpets, safety belts and headrests. The amount will not exceed CHF 1000.– per claim.

Generali will pay all these costs only if the luggage and accessories are damaged in an accident covered under this contract. The damage must have been directly or indirectly caused by the accident, or attributable to aid given to persons involved in a road accident. The same benefits are also payable to third parties who assist the insured persons.

In the event of a total loss, Generali will pay the costs for procurement at replacement value, and in the event of partial loss the costs for cleaning, repair or restoration.

The following are not insured: jewellery, precious objects, cash, securities (including petrol vouchers), savings books and work items such as tools and collections of samples.

Rights of recourse and compensatory claims of third parties for services rendered by them to injured parties are not covered.

56. Existing illnesses and physical defects

Generali will reduce benefits if the insured person, before the accident, had illnesses, health conditions or physical defects that now have a negative impact on the consequences of the accident. It will do this even if the physical defects arose independently of the accident and have a negative impact on the consequences of the accident. The reduction will be proportionate and subject to an expert assessment. Insurance for treatment costs is not affected by this (Art. 52 GPC).

57. Assignment and pledging of claims

You cannot assign or pledge your claims to the insured benefits without the express consent of Generali.

58. Medical assistance services

Assistance services (Art. 58–61 GPC) are provided by our partner: Europ Assistance (Switzerland) AG in Nyon will assist you and we will cover the costs.

If your insured vehicle is involved in a road accident, medical Assistance will pay the benefits described in Art. 58–61 GPC for all insured passengers.

If an insured passenger is already covered by another insurance, the medical Assistance benefits will be limited to what is not covered by the other insurance.

We will in any case pay an advance on the benefits. The insured person must then repay the advance to Generali or to their other insurer.

59. Medical assistance abroad

1. Transport/repatriation to Switzerland

When abroad, you are insured only if your trip does not last longer than 90 days. If an insured person has an accident while travelling, Europ Assistance's doctors will contact the doctor at the site of the accident in order to determine the best course of action in the insured person's interests. Europ Assistance will, following the doctor's instructions and as soon as the state of the insured person's health permits, organise and pay for:

- either the return of the insured person to their home
- or their transfer, under medical supervision if necessary, to a suitable hospital near to their place of residence. This will be either by ambulance, train (1st class couchette or seat), scheduled flight or air ambulance.

Europ Assistance can, after consultation with the doctors, arrange for the insured person to be transported to a suitable hospital near the site of the accident. In this event, Europ Assistance will also book the bed in this hospital.

As soon as Europ Assistance's doctors believe that the insured person's state of health would permit them to travel home without medical supervision, Europ Assistance will organise and pay for the insured person's flight back to their place of residence in economy class.

This transport is subject to the consent of Europ Assistance's doctors and cannot be arranged before the doctor at the site of the accident has been consulted.

The only factors to be considered in deciding on when and by what means the insured person is to be transported and to which hospital if any they should go are their state of health and the applicable regulations on healthcare.

These benefits may not be combined with the benefit described in Art. 52 para. 5 a) GPC.

2. Advance for hospital fees

If the insured person has to be admitted to hospital following an accident while travelling, Europ Assistance can advance them CHF 5 000.– per claim. This is subject to fulfilment of the following conditions:

- the treatment is given with the agreement of Europ Assistance's doctors,
- Europ Assistance's doctors have decided that the insured person is unable to travel.

We will not pay any advance after the day on which Europ Assistance is able to transport the insured person.

The advance will be invoiced to the insured person at a later date.

If the advance is not repaid within 30 days, default interest will be charged at 5 %.

3. Costs for accompanying persons

a) If the person who has had an accident is travelling accompanied by another person:

If an insured person has to be admitted to a hospital at the site of their accident suffered during their trip, Europ Assistance will cover the unforeseen overnight costs (bed and breakfast) for any closely associated person accompanying them who is present at the site of the accident. The cost covered will not exceed CHF 150.– per night for no more than 7 days. Other costs (e.g. meals and telephone calls) will not be covered.

b) If the person who has had an accident is travelling alone: If the person who has had an accident is travelling alone, Europ Assistance will organise and pay for an accompanying person to travel to and from the hospital at the site of the accident. This will be provided by train (1st class) or air (economy class) from Switzerland. This is dependent on there being no relative present at the site of the accident and on Europ Assistance's doctors deeming it inadvisable that the insured person be moved before 7 days.

Europ Assistance will cover also the overnight costs (bed and breakfast) for the accompanying person to the amount of CHF 150.– per night for no more than 7 days. Other costs (e.g. meals and telephone calls) will not be covered.

4. Extended hotel stays

If, while the insured person's state of health does not make it necessary for them to be either hospitalised or repatriated, they are unable to undertake the return journey, Europ Assistance will cover the unforeseen costs of the extended hotel stay (bed and breakfast) to the amount of CHF 150.– per night and for no more than 7 days. Other costs (e.g. meals and telephone calls) will not be covered.

5. Accompaniment and care of children

If an insured person, while travelling, has to go to a hospital at the site of the accident and is unable to look after their children aged under 16 travelling with them, Europ Assistance will organise and pay for the outward and return journeys for an accompanying person or hostess. This will be done only for the purpose of accompanying the children back to their home in Switzerland by train (1st class) or air (economy class). The children's rail or air tickets are to be paid for by their family.

6. Procurement of required medicines

If the insured person, while travelling, and through no fault of their own, runs out of medicines prescribed to them before departure, Europ Assistance's doctors in the country to which they are travelling will obtain similar medication for them. If their attempts to do so are unsuccessful, Europ Assistance will procure the medication in Switzerland and have it sent to the insured person by the most rapid means of transport available.

Procurement and dispatch costs will be covered by Europ Assistance. Europ Assistance will only advance the costs of buying medicines, and such advances must be repaid within 30 days of the insured person's return to Switzerland. If this is not done, default interest will be charged at 5%.

7. Repatriation of the body in the event of death

If an insured person dies while travelling, Europ Assistance will organise and pay for the repatriation of their body to the place in Switzerland where their funeral is to be held.

Europ Assistance will also cover all the costs for preparations for the repatriation and special precautions associated with it.

This benefit may not be combined with the benefit described in Art. 52 para. 5 a) GPC. Europ Assistance will also contribute up to a maximum of CHF 800.- towards the cost of the coffin.

Other costs (i.e. for the funeral, cortege and burial or cremation) will be borne by the family.

60. Medical assistance in Switzerland

Our benefits comprise:

- Advice by telephone, support and organisation before, during and after a stay in the hospital
- Information about and help with medical questions and treatment options
- Information about doctors, therapists, clinics, centres, spas, medical specialities and services

- Dispatch of information material
- Arrangement of doctors' appointments
- Gathering of quotes
- Coordination of admission, discharge or transfer to other institutions
- Enquiries about state of health, procedures
- Organisation of: Spitex, rehabilitation, cures, old-age and care homes, domestic help
- Organisation of special appliances (e.g. crutches, wheelchair, electric bed, artificial limbs, spectacles, hearing aids, orthopaedic appliances)
- Organisation of transport where the insured person is treated as an outpatient
- Services as requested, including flowers, taxis, etc.

61. Restrictions on insurance cover (affecting Art. 58 to 60 GPC)

Europ Assistance cannot under any circumstances act in place of the emergency services, such as the local police or fire brigade.

1. The insurance does not (supplementing Art. 48 GPC) cover:

- Measures and costs taken or incurred without Europ Assistance's consent, or measures and costs not expressly listed in Art. 58-60 GPC.
- Situations in connection with strikes.
- Transportation as provided for in Art. 59 para. 1 GPC where the ailments concerned are only minor and capable of being treated at the accident site and do not prevent the insured person from continuing their journey or make it necessary for them to cut short their stay.
- Costs for the excess weight of luggage taken on flights as well as the costs for transporting luggage that the insured person cannot take along.
- Subsistence and telephone costs.
- Costs for which no original receipts are produced.

2. Disclaimer of liability and force majeure

Europ Assistance is not liable if benefits cannot be provided or are delayed due to force majeure or events such as war or civil war, political instability, popular uprising, civil unrest, acts of terrorism, repressive measures, restriction of the free movement of goods and persons, strikes, explosions or natural catastrophes.

E. 24-hour breakdown cover and assistance

Contact our partner for 24-hour breakdown assistance: Europ Assistance (Suisse) SA in Nyon will assist you and we will cover the costs.

62. General information

If you have concluded accidental damage insurance coverage, you automatically receive 24-hour breakdown assistance.

63. Insured vehicles (up to 7.5 t) and insured persons

Your insurance is only valid for

- Passenger vehicles,
- Lightweight camper vans and caravans,
- Delivery vehicles,
- Motorcycles and
- Trailers with an unladen weight of up to 750 kg. (in deviation from the provisions of Art. 3 of the GPC).

This list is exhaustive.

The following are excluded from insurance coverage:

- Rental vehicles,
- Vehicles used for the commercial transport of persons (e.g. taxis) and
- Driving school vehicles if they are driven by driving students.

The following are included in the insurance coverage:

- You, as the policyholder (private individual or company),
- The vehicle owner,
- The vehicle driver and
- Passengers in the insured vehicle.

64. When and where is the insurance valid?

The assistance benefits are only valid if your trip does not last longer than 90 days at a time.

65. Insured events

The 24-hour breakdown assistance service is available in the following situations:

1. Breakdown

You are entitled to assistance in the event your vehicle breaks down. A breakdown refers to a mechanical or electrical problem that makes it necessary to have your vehicle brought to a garage or repair shop for repairs (breakdown assistance or towing).

You are entitled to breakdown assistance in the following situations:

- You lock the keys to the vehicle in the vehicle.
- You lose the keys to the vehicle.
- You get a flat tyre.
- You fill up with the wrong fuel.

You are not entitled to benefits if

- there is a product recall,
- accessories have been installed,
- the vehicle has been painted or
- an alarm is activated improperly.

2. Accident

You are entitled to assistance in the event of an accident.

An accident means

- a collision of any sort,
- driving into a fixed or movable object,
- rolling over,
- leaving the road,
- a fire or explosion that makes it necessary to have the vehicle brought to a garage or repair shop for repairs (breakdown assistance or towing).

3. Theft

You are entitled to assistance in the event of theft. The vehicle is considered to be stolen as soon as you report it to the competent authorities (police) and submit a theft report to Europ Assistance.

4. Attempted theft

You are entitled to assistance in the event of an attempted theft. An attempted theft refers to a malicious act that makes it necessary to have your vehicle brought to a garage or repair shop for repairs (breakdown assistance or towing). You must submit a report to the competent authorities (police) and send a copy of the report to Europ Assistance.

66. Loss of availability of the vehicle

The loss of availability of the vehicle commences when the vehicle is brought to the closest garage. The mechanic must indicate the duration of the loss of availability of the vehicle when he accepts the vehicle. The loss of availability of the vehicle ends when the repair work is completed.

67. Provision of a rental vehicle

If the vehicle is damaged, you can hire a replacement vehicle in the location where the loss event occurred. The renter's normal conditions apply for the rental vehicle (minimum age, credit card, etc.).

The insurance covers the costs to restore your mobility. The insurance does not cover the costs for continuing business operations and does not reimburse lost profits.

68. 24-hour breakdown cover and assistance benefits

1 Benefits in Switzerland:

1.1 Breakdown assistance/towing

Europ Assistance initiates and covers the costs of breakdown assistance at the location of the loss event or has the vehicle towed to the nearest garage. The maximum amount of this benefit is CHF 2 000.–.

1.2 Loss of availability of the vehicle

1.2.1 Waiting for repair work to be carried out

You can remain at the location of the loss event until your vehicle has been repaired. If this is necessary, Europ Assistance will pay your hotel costs (bed and breakfast) for one night up to a maximum of CHF 150.– per insured person.

1.2.2 Transport for the insured person

If you are unable to wait until your vehicle is repaired or if it has been stolen, Europ Assistance will help you continue your trip. You can either continue to your destination or return home or, if you are a foreign national, return to your place of residence in Switzerland

- by rail (first class ticket) or
- with a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of 24 hours.

Europ Assistance determines whether you travel by rail or rental vehicle.

1.2.3 Collecting the vehicle

Once your vehicle has been repaired or the stolen vehicle has been found, you can collect it. To this end, Europ Assistance will provide you (or a person of your choice) with

- a first class ticket
- or a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of 24 hours.

Europ Assistance determines whether you travel by rail or rental vehicle.

1.2.4 Recovery of vehicle

If the vehicle cannot be repaired locally within five days, then your vehicle will be brought to the garage you usually use. Europ Assistance will organise and pay for this service up to a maximum of CHF 1 000.–.

1.2.5 Parking costs

Europ Assistance will organise and pay for parking costs up to a maximum of CHF 250.–.

2 Benefits abroad:

2.1 Breakdown assistance/towing

Europ Assistance initiates and covers the costs of breakdown assistance at the location of the loss event or has the vehicle towed to the nearest garage. The maximum amount of this benefit is CHF 2 000.–.

2.2 Loss of availability of the vehicle for up to 48 hours

You can remain at the location of the loss event until your vehicle has been repaired. You can choose to stay at a local hotel or hire a rental vehicle:

- Hotel: If necessary, Europ Assistance will pay your hotel costs (room with breakfast) for a maximum of two nights up to CHF 150.– per insured person and night.
- Rental vehicle: You will receive a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of 48 hours. This benefit cannot be combined with the «Collecting the vehicle» benefit (Art. 2.3.3.).

2.3 Loss of use of the vehicle for more than 48 hours

2.3.1 Waiting for repair work to be carried out

You can remain at the location of the loss event until your vehicle has been repaired. You can choose to stay at a local hotel or hire a rental vehicle:

- Hotel: If necessary, Europ Assistance will pay your hotel costs (room with breakfast) for a maximum of five nights up to CHF 150.– per insured person and night.
- Rental vehicle: You will receive a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of five days. This benefit cannot be combined with the «Collecting the vehicle» benefit (Art. 2.3.3.).

2.3.2 Transport for the insured person

If you are unable to wait until your vehicle is repaired or if it has been stolen, Europ Assistance will help you continue your trip. You can either continue to your destination or your place of residence in Switzerland or, if you are a foreign national, return to your place of residence in Switzerland

- a first-class rail ticket or, if the rail trip is longer than seven hours, an economy-class air ticket
- with a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of 48 hours.

Europ Assistance determines whether you travel by rail or rental vehicle.

2.3.3 Collecting the vehicle

Once your vehicle has been repaired or the stolen vehicle has been found, you can collect it. In order to enable you to do so, Europ Assistance will provide you (or a person of your choice) with

- a first-class rail ticket or, if the rail trip is longer than seven hours, an economy-class air ticket
- or a rental vehicle (of a category no higher than the insured vehicle) for up to a maximum of 48 hours.

Europ Assistance determines whether you travel by rail or rental vehicle.

2.3.4 Vehicle recovery from a foreign country

If the vehicle cannot be repaired locally within five business days, or if a stolen vehicle that has been found cannot be driven, then your vehicle will be brought to the garage you usually use in Switzerland. Europ Assistance will organise and pay for this service up to a maximum of the current value of the vehicle. If it is not possible to bring the vehicle to this garage, Europ Assistance will choose the garage that is closest to your place of residence. Europ Assistance will return the vehicle as quickly as possible. Europ Assistance is not liable for delays that are not caused by it. If the insured vehicle is not returned to Switzerland, Europ Assistance will assist you with the forms and procedures required to destroy the vehicle. You are responsible for paying the costs to dispose of or destroy the vehicle.

2.3.5 Parking costs

Europ Assistance will organise and pay for parking costs up to a maximum of CHF 250.– per loss event.

2.4 Costs for expert opinions

Europ Assistance will pay a maximum of CHF 250.– to ascertain the extent of the damage and the reasons for repatriating the vehicle.

2.5 Sending spare parts to a foreign country

If spare parts that are necessary for repairing the vehicle are necessary and these cannot be obtained at the location of the loss event, Europ Assistance will order them as quickly as possible and have them sent to the location of the loss event.

Europ Assistance may advance the costs for purchasing the spare parts. In this case, you must pay this amount as soon as you receive the invoice. You must pay any customs duties that are incurred.

2.6 Advance on costs for repairs abroad

If as a result of the repair work carried out abroad you are able to continue your trip, Europ Assistance will advance you up to a maximum of CHF 2000.– per loss event. This amount is to be used for any necessary repairs only. As soon as you receive the invoice for these repairs, you must repay the advance to Europ Assistance within 30 days. If the repairs cannot be carried out locally, you will not receive an advance.

69. Exclusions

The following are not covered:

- Costs that are not expressly specified in the additional provisions and/or those that are incurred without the consent of Europ Assistance.
- Costs for which you do not have original receipts.
- Damage caused when driving on racetracks, race circuits or road surfaces used for race circuits.
- Damage caused during training sessions, outdoor competitions or driving courses. (Damage caused when driving in Switzerland while attending legally required courses with licensed providers are insured).
- The consequences of the abuse of alcohol, medications, drugs or similar products that have not been prescribed by a physician.
- The consequences of fraudulent actions or the consequences of attempted suicide.
- The consequences of the loss of availability of the vehicle while it is being serviced.
- Repeated breakdowns that occur because you have not had the vehicle repaired (e.g. defective battery) following the first assistance benefit provided by Europ Assistance.
- Breakdowns that occur as a result of a lack of fuel.
- Costs of vehicle repairs.
- Animals transported in a trailer.
- Theft of luggage, materials and items that you forgot in or on the vehicle or the theft of vehicle accessories (in particular, radios).
- Fuel and motorway fees.
- Deductible for rental vehicle.
- Costs for the excess weight of luggage taken on flights as well as the costs to transport luggage that you cannot take with you.
- Subsistence costs (meals and drinks) and telephone charges.
- The costs incurred when a vehicle becomes stuck.
- Consequences of events, such as strikes, rock slides, landslides, avalanches, bad weather, hurricanes, flooding and other cases of force majeure as well as the consequences of events pursuant to Art. 36(d) of the General Conditions of Vehicle Insurance.

70. Exceptional circumstances

Europ Assistance is not responsible for the poor or late provision of assistance benefits in the event of

- Events such as civil wars
- Wars abroad
- Known political uncertainty
- Riots
- Terror attacks
- Riotous assemblies
- Retaliatory measures
- The restriction of the free movement of people and goods in individual cases or those of a general nature
- Strikes
- Volcanic eruptions
- Earthquakes
- Rock slides
- Earthquakes
- Avalanches
- Storms
- Hurricanes
- Inundation
- Flooding
- Nuclear fission or other cases of force majeure

Europ Assistance is not responsible for the poor or late provision of assistance benefits because the necessary documents were not submitted or were submitted late.

71. Double insurance

If you have already received money for a loss event from another insurance contract, Europ Assistance will pay the additional amount. In other words, if you incur higher costs than those paid by the other insurance contract, you will receive the difference from Europ Assistance.