

# Customer information and General Conditions of Insurance (GCI) for motor vehicle insurance (version of 09/2022)

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## 1 Customer information

(For the sake of easier readability, the feminine forms of pronouns have not been used in this document.) This information sheet provides an overview of the insurance company and describes the key elements of the insurance contract (Art. 3 of the Insurance Contracts Act (VVG)). The German or French wording is authoritative for the interpretation of these General Conditions of Insurance.

### 1.1 Contractual partner (insurance provider)

The contractual partner is TSM Insurance Company, hereafter referred to as "TSM". Its head office is located at Rue Jaquet-Droz 43b, CH – 2301 La Chaux-de-Fonds.  
Its web address is: [www.tsm.ch](http://www.tsm.ch).

#### 1.1.2 Insurers

#### Third party liability, comprehensive und accident insurance

TSM Compagnie d' Assurances, La Chaux-de-Fonds

#### Road Assistance

Europ Assistance (Schweiz) Versicherungen AG, Avenue de Perdtemps  
23, 1260 Nyon, Schweiz. [www.europ-assistance.ch](http://www.europ-assistance.ch)

### 1.2 Contact

All administrative tasks, from offers to claims processing, are carried out by AutoMate Insurance AG, Birmensdorferstrasse 55, 8004 Zurich (hereafter referred to as "AMI"). Its web address is: [www.automate.ch](http://www.automate.ch)

### 1.3 Broker compensation, broker clause

When an intermediary, such as a broker, represents the interests of a policyholder, it is possible that the insurer will compensate this intermediary for his activities on the basis of a contractual agreement. Should the policyholder require more details on this arrangement, he may contact the intermediary.

### 1.4 What risks are insured?

The insured risks and the scope of the insurance cover are explained in the application or offer, the policy, the General Conditions of Insurance (GCI) and any other special conditions of insurance specified in this policy. The policyholder is expressly encouraged and asked to read the policy and its conditions carefully and to report any discrepancies immediately, but no later than four weeks after receipt of the policy.

The motor vehicle insurance is a comprehensive insurance that provides the following cover and services:

#### Liability insurance:

We cover damage to persons, animals or property caused by your vehicle. It is required by law. Our services consist of paying justified claims and defending unjustified claims.  
Restrictions and exclusions are highlighted in blue in the General Terms and Conditions of Insurance.

#### Comprehensive insurance:

- The partial comprehensive insurance covers the loss, destruction or damage of your vehicle.
- The fully comprehensive insurance additionally covers collisions of any kind, including self-inflicted ones, as well as personal effects brought along and loss of use.
- Parking damage, i.e. damage to the parked vehicle by third parties, can also be insured separately.

In the event of an insured incident, we will provide benefits for repair or total loss.  
Restrictions and exclusions are highlighted in blue in the General Terms and Conditions of Insurance.

#### Accident insurance:

We insure the occupants (driver and passengers) in the event of accidents in relation to the use of the vehicle. Insured are:

- The medical costs for 5 years from the date of the accident, provided that these are not covered by a social insurance.
- A disability lump sum corresponding to the agreed sum insured.
- A lump sum death benefit corresponding to the agreed sum insured.

Restrictions and exclusions are highlighted in blue in the General Terms and Conditions of Insurance.

#### Road Assistance:

We insure the consequences of a breakdown, a traffic accident and theft or attempted theft of the insured vehicle. This covers also benefits abroad for breakdown assistance, towing and waiting time during repairs for 5 days. If an on-site repair is not possible within 5 days, the repatriation of the vehicle and the onward or return journey to the place of residence are included.

The benefits are limited to a maximum of CHF 1,000 in Switzerland and CHF 3,000 abroad.

Restrictions and exclusions are highlighted in blue in the General Terms and Conditions of Insurance.

### 1.5 How high is the premium?

The amount of the premium payment depends on the risks insured in the insurance contract and the requested scope of cover. All information about the premium and any fees can be found in the application or offer, the policy and the premium invoice.

### 1.6 When am I entitled to reimbursement of the premium?

If the contract is cancelled before the end of a fixed period of insurance agreed by the parties, the insurer shall refund the portion of the premium for the period of insurance yet to elapse. However, the premium shall not be reimbursed if:

- the insurance benefit has been provided on the basis of the cessation of risk (total loss);
- the insurance benefit has been provided for a partial loss and the policyholder terminates the contract during the first insurance year.

### 1.7 When does the insurance start?

The insurance contract shall begin on the day stipulated in the application, offer or policy. The insurance contract is concluded for the duration stipulated in the aforementioned documents.

## 1.8 When does the contract end?

### In general:

The contract may be terminated, even if it has been agreed for a longer period, at the end of the third or any subsequent year, subject to three months' notice in writing or in any other form which allows proof by text.

Either party may terminate the insurance contract by adhering to the agreed notice period specified in the policy and/or GCI. If the contract is not terminated, it will automatically be extended for an additional year on the basis of the agreed renewal clause.

The following list of options for terminating the contract is not exhaustive. Further methods of termination are detailed in the contract terms and conditions as well as in the statutory provisions of the Insurance Contract Act (VVG).

### Termination by the client:

You can revoke the insurance contract within 14 days following its consent (contract proposal submission or contract acceptance). The revocation needs to be made in writing or by any other form which allows a proof by text. The parties have to reimburse obtained benefits.

In the event of a breach of the duty to inform by the insurance company prior to the conclusion of the contract, the client may terminate the insurance contract within two years of the breach of duty. This right of termination expires four weeks after the date of knowledge of the breach.

If premiums change during the term of the insurance contract, the client may cancel the relevant part of the policy. Changes in premiums or benefits in favour of the client, as well as changes in charges or deductibles regulated by law or provided for by a federal authority, do not entitle the client to cancel the contract.

The client may terminate the contract after any insured event for which benefits are provided, provided notice of termination is received no later than 14 days after receiving notification of the payment made by the insurer.

### Termination by the insurer:

The insurer may terminate the contract after any insured event for which it provides benefits, if notice of termination is given at the latest with the payment to which the insurer is obliged.

The contract may be terminated by the insurer if significant material facts were concealed or misstated by the policyholder when the insurance policy was concluded; the right to terminate this policy shall expire four weeks after becoming aware of the breach of this duty to notify.

The insurer may withdraw from the insurance contract if the policyholder is late in paying the premium, has received a reminder and the insurer has not demanded payment of the premium.

The insurer may withdraw from the contract if the policyholder does not comply with his duty to cooperate in the clarification of facts, despite a written extension of time, or if the policyholder has provided fraudulent proof of his claims.

## 1.9 How do the insurers and AMI process customer data?

The insurers and AMI manage two separate databases as part of fulfilling their obligations under insurance policies that contain customer data and data on claims. Customer data are used to prove that insurance has been taken out with the insurer. The data on claims are used to settle those claims. The insurers are authorised to obtain and process the data required to process contracts and claims from the relevant third parties.

The recipients of such data are any co-insurers, re-insurers, brokers and intermediaries based in Switzerland or abroad. In the case of a claim, the data may be transmitted to a claim's settlement office assigned by the insurer and AMI and external experts for claims and assistance settlement. The data may also be disclosed for the purposes of detecting or preventing insurance fraud. Appropriate technical and organisational measures will be taken to protect the data against unauthorised processing.

The policyholder hereby consents and expressly authorises the insurers and AMI to process, for the above-mentioned purposes, all data that is necessary for examining the application, fulfilling the contract or settling any claims. If a broker or intermediary acts on behalf of the policyholder, the insurers and AMI are authorised to communicate the customer's data to that broker or intermediary with regard to, for example, fulfilling the contract, collecting premiums and the claims history. The above consent or authorisation is valid whether or not an insurance contract is entered into. The policyholder is entitled to request from the insurers and AMI all information set out under the law with regard to the processing of his personal data. The consent to the processing of data may be revoked at any time.

The data is processed and protected in accordance with the applicable data protection regulations.

**Important:** Only the contractual terms and conditions are binding. This information does not form part of the contract.

## 2 General provisions

### 2.1 Geographical scope

The insurance is valid for all loss events that occur in Switzerland, Liechtenstein, European countries, countries bordering on the Mediterranean and Mediterranean island countries listed on the "green card" (international motor insurance card).

The insurance also applies during overseas transport if the point of departure and destination are both within the geographical scope.

If a foreign number plate is issued, the insurance cover shall end with immediate effect.

If the owner changes his residence or the location of the vehicle to a foreign country, the insurance cover shall expire at the end of the current insurance period.

### 2.2 Temporal scope

Commencement:

For registered vehicles: The insurance coverage starts on the date stated on the policy. The delivery of a certificate of insurance is confirmation of interim cover effective from the date stated on the certificate for third party insurance as well as for any other cover that been the subject of an application before the occurrence of a claim. A form requested by the customer or his representative (agent) on the AMI web platform will be considered as cover that has been the subject of an application. However, the insurer has a right to reject the application any time prior to the delivery of the policy. If the insurer exercises this right, the indemnity obligation extinguishes five days after dispatch of the rejection letter to the applicant.

For unregistered vehicles: The insurance coverage starts on the date stated on the insurance policy. There is no interim cover.

End:

The contract will extend from one year to the next if it is not terminated by the policyholder one month before its expiration or by the insurer three months before its expiration. A contract with a shorter term will definitively expire on the stated date. The termination must arrive to the other party of the contract no later than the last day preceding the stated one- or three-month period. Termination must be made in writing, by any other means allowing to establish a proof by text or through the AMI web platform.

Either party may terminate all or part of the contract following a claim giving rise to an indemnity. The insurer must notify such termination no later than the payment of the indemnity; the policyholder must notify such termination within 14 days of learning of the payment of the indemnity. If the policyholder terminates the contract, the liability of the insurer will cease 14 days after receipt of the termination notice. If the insurer terminates the contract, its liability will cease four weeks after the policyholder receives the termination notice.

### 2.3 Amendments to the contract

If there are changes to the premium, deductible, benefits, statutory levies or rate supplements, the insurer may demand amendment of the contract. It shall inform the policyholder of the changes no later than 25 days before the end of the insurance period. If the policyholder does not agree with the changes, he may terminate the portion of the contract affected by the change or the entire contract to the end of the insurance period.

The termination shall be valid if it is submitted to the insurer no later than on the last day of the insurance period. Changes to statutory levies do not entitle the parties to terminate the contract.

### 2.4 Premium rate system

Irrespective of the policyholder's claims history, the premium rate is 100%.

### 2.5 Procedure if there is a loss event (obligations)

The insurer must be informed of all loss events as quickly as possible. Notices of loss events can be entered and submitted via [www.automate.ch](http://www.automate.ch).

Comprehensive insurance: Damage to an insured vehicle that has been incurred in a foreign country may only be repaired without the approval of the insurer if the cost of the repairs is not expected to exceed CHF 500. Such damage must be reported immediately as well.

All information about the loss event and all facts that might affect the determination of the circumstances surrounding the loss must be reported in full, correctly and voluntarily. This also applies to statements made to the police, government agencies, adjusters and physicians. If the policyholder does not meet these obligations, the insure may refuse to pay the benefits. The insure may demand a written claims notification. The claimant must provide proof of the occurrence and the amount of the loss. The insure shall be authorised to conduct all enquiries and obtain all information necessary to investigate the claim. Required documents must be provided to the insure.

If a claimant or his representative knowingly fail to provide information or provide false information regarding a claim, the insure shall have the right to terminate all of the policyholder's motor vehicle insurance policies with immediate effect.

In the event of accidents involving personal injury, the treating physician must be released from the duty of confidentiality.

The policy holder shall take appropriate measures to prevent or mitigate the damage. Prior to the determination of the damage, he is not authorised to make any changes without the consent of the insure.

### 2.6 Compensation

Compensation shall only be due if there is no doubt about the legitimacy and amount of the claim and there are no police or criminal investigations against the policyholder, owner, driver or claimant in connection with the loss event.

### 2.7 Cession (by lessor)

If the question in the policy on leasing is answered in the affirmative, the insure has acknowledged that any benefits under the comprehensive insurance of the insured vehicle have been assigned to the cessionary. The insure shall then pay the benefits to the cessionary in the event of a write-off and to the party that makes repairs and invoices the same in the event of partial damage. The insure is not required to determine if the cession is still in force. The policyholder waives all claims against the insure if the benefits paid by the insure to the cessionary are greater than the latter's claims against the policyholder.

The insure may notify the cessionary of outstanding premiums.

## 2.8 Licence plates deposited with motor vehicle department

Where no casco insurance is held, the contract will be fully suspended at the time of the licence plates are deposited with the motor vehicle department, and the insurance cover will end. If casco insurance is held on the date the plates are deposited with the motor vehicle department, this insurance will be cancelled if the policyholder has sold the vehicle and no longer expressly wants the insurance.

Otherwise, the casco insurance will remain in force (for the risk of breakdown on site, during transport or during towing). With Casco Moderne insurance, a reduced casco insurance premium is payable. The Casco CLASSIC WHEEL premium is based on the waiver of the suspension, which does not lead to any discount on the premium following the deposit of licence plates (including for third party coverage).

Casco insurance is valid for as long as the contract remains in force.

## 2.9 Changing number plates

Vehicles without a number plate are only insured on non-public roads. If more than one vehicle is used on public roads at the same time, the obligation to pay benefits shall cease.

## 2.10 Consequences in the event of gross negligence

With the exception of the cases listed below, the insure waives its statutory right under liability, comprehensive accidental damage and accident insurance to recourse or reduction against the owner, driver and other passengers of the vehicle and assistants if the insured event is caused by gross negligence.

The insure shall not waive its right to recourse or reduction if:

- the driver caused the insured event while inebriated (with a blood alcohol level of 0.5% or higher (average value)) or under the influence of drugs,
- a theft is caused by grossly negligent actions or omissions (i.e. the failure to use a steering lock or similar device, leaving the ignition key in the vehicle, failure to activate the alarm system or anti-theft device, etc.),
- the insured event is fully or partly the result of exceeding the speed limit and, as a result, the policyholder's driving licence is suspended as a warning for a period of more than six months or if the driving licence is suspended for an unlimited duration for safety reasons, irrespective of whether there are mitigating reasons for exceeding the speed limit that led to the suspension of the policyholder's driving licence.

## 2.11 Consequences of behaviour that contravenes the contract

If the policyholder breaches statutory or contractual provisions or obligations, in particular the statutory duty to mitigate losses, the insure may reduce or refuse to grant benefits.

## 2.12 Late payment and the consequences of late payment

If the premium is not paid when it is due or before the end of the additional deadline specified in the contract, a letter will be sent to the policyholder, at his cost, demanding that he pay the premium within 14 days from the date of the reminder notice, failing which he shall be liable for the consequences.

If there is no response to this reminder, the insure's obligation to provide benefits will be suspended on expiry of this reminder period.

If the insure does not legally claim the premium within two months after expiry of the 14-day reminder period, it can be assumed that the insure has withdrawn from the contract and that it has renounced its claim to the premium in arrears. If the insure demands or subsequently accepts payment of the premium, it shall resume its responsibilities effective from when the premium in arrears – including interest and costs – is paid.

## 2.13 Communication

All communication between the parties shall be carried out with legally valid effect via the policyholder's personal electronic client file on the AMI website (accessible at [www.automate.ch](http://www.automate.ch)).

The insure exclude any and all liability in connection with the transmission of data via this website. The policyholder shall not have any claims against the insure even in the event of errors or disruptions.

In the event of an error or disruption, the following communication channels shall be available:

- the policyholder can communicate with the insure by sending post to the address of the responsible branch (see Art. 1.2), by any other means allowing to establish a proof by text or by calling +41 (0)84 872 62 25.
- the insure can communicate with the policyholder by sending post to the postal address indicated for him on file with the insure or by any other means allowing to establish a proof by text.

## 2.14 Lawsuits

Lawsuits can be filed against the insure for the full amount of the asserted claim. When filing a lawsuit against the insurance company, its full legal designation is: "TSM Insurance Company, Cooperative. Rue Jaquet-Droz 43b, CH - 2301 La Chaux-de-Fonds".

## 2.15 Place of jurisdiction

The place of jurisdiction for all legal disputes is the location of the head office of: "TSM Insurance Company, Cooperative in La Chaux-de-Fonds, Switzerland or any other jurisdiction provided for by law.

## 2.16 Legal basis

In addition, the provisions of the Insurance Contracts Act (VVG) and – with respect to liability insurance – the provisions of the Road Traffic Act (SVG) also apply.

## 3 Liability insurance

### 3.1 Insured vehicles and persons

All vehicles, their owners, drivers and assistants listed as insured in the policy. Vehicles that are drawn or pushed are also insured.

### 3.2 Insured events

Claims for damages lodged against insured persons on the basis of statutory liability provisions for the injury or death of other people (personal injury) and/or damage to or destruction of objects (property damage) are insured in the following situations: during operation of the vehicle, in the event of traffic accidents caused by the vehicle when it is not in operation, when providing assistance after an accident involving the vehicle, when entering or exiting the vehicle, when opening or closing moving parts on the vehicle and when attaching or detaching a trailer or vehicle.

If an unforeseen insured event is imminent, the insure shall also assume the costs incurred to take appropriate measures to prevent this risk from occurring (loss prevention costs).

### 3.3 Benefits

The insure shall pay justified claims and defend the policyholder against unjustified claims.

The benefits per insured event are limited to the insured amount specified in the policy, unless the insure is obligated to pay a higher insured amount by an international insurance agreement.

The benefits are also limited as follows:

- a) for damage as a result of fire or explosion and for loss prevention costs, to CHF 10 million;
- b) for damage caused by nuclear energy, to the statutory minimum insured amount;

interest on claims, attorney and court costs are included in the insured amount.

### 3.4 Exclusions

Claims cannot be asserted:

- by the owner; however, personal injuries that the owner suffers as a passenger are insured;
- by persons who have stolen the vehicle or to whom it was obvious that the vehicle had been stolen;
- for damage to the insured vehicle, vehicles towed or pulled by the vehicle or items attached to or transported by the vehicle. This does not include items that the injured party carries with him, such as luggage and the like;
- for accidents during races, rallies and other speed contests as well as driving on race courses, race circuits and road surfaces used for such purposes, and additionally during participation in training rides, all-terrain competitions or sport driving courses. However, insurance cover is provided if the organiser has not concluded the legally prescribed insurance cover. Insurance cover is provided in foreign countries if the injured party's claim is covered by Swiss law.
- for purely financial losses.

### 3.5 Limitations

Liability (i.e. when injured parties assert claims that can be reclaimed) is not insured:

- for vehicles that are prohibited by law or the authorities, provided the prohibition was issued for public safety reasons;
- for drivers who do not have the statutorily required driving licence or who drive without an accompanying person as required by law, as well as for persons for whom these deficiencies were obvious;
- for persons who have stolen the vehicle as well as for drivers for whom it was obvious that the vehicle had been stolen (joyriding);
- for the transport of hazardous materials pursuant to the Road Traffic Act, unless this has been agreed in the policy.

### 3.6 Basic principle

The insure conduct negotiations with injured parties on their own behalf or as the representative of the insured person. If the negotiations result in civil proceedings, the insured person must allow the insure to conduct the proceedings. The insured person may not recognise claims to the injured party for compensation, nor may he assign claims arising from this contract. Settlement of the proceedings by the insure is binding for the insured person.

### 3.7 Deductible

The policyholder is charged the deductible specified in the policy whenever compensation is paid.

If there is no agreement in the policy to the contrary, the deductible is:

- CHF 1,000 for drivers who have not yet reached age 25 at the time of the accident (young drivers) or who have not had a Swiss driving licence for the corresponding vehicle category for at least two years (new drivers).
- CHF 0 for all other drivers

The provisional (learner's) licence is not included when calculating the length of time the driver has had a driving licence.

The agreed deductible does not apply:

- if the insure must provide compensation even though there was no fault on the part of an insured person (purely causal liability);
- for joyrides if the owner is not at fault for the theft of the vehicle;
- during driving lessons provided by a licensed driving instructor and the official driving test.

If the insure has paid compensation directly to the injured party, the policyholder must repay this amount up to the agreed deductible. If the insure does not receive the deductible within four weeks after requesting it, the insure shall ask the policyholder to repay it within 14 days. If there is no response to this reminder, the entire policy shall lapse; the premium shall not be reimbursed and the deductible shall remain due.

### **3.8 Recourse**

The insure may reclaim benefits from the policyholder or the insured persons in full or in part if there are statutory or contractual reasons for doing so, or if it is required to pay compensation on the basis of an international agreement (e.g. the agreement on the international motor insurance card) or compulsory insurance laws in foreign countries after the insurance cover has lapsed.

## 4 CASCO MODERN

### Comprehensive insurance for standard vehicles

#### 4.1 Insured vehicles

All vehicles specified as insured in the policy as well as equipment and accessories attached or mounted to the vehicle or stored securely in it and which were intended for use in or on the vehicle.

#### 4.2 Equipment and accessories

Equipment and accessories are only insured if their replacement value is specified in the policy and included in the insured sum.

Optional equipment and accessories added after the conclusion of the contract will be insured up to a maximum of 10% of the insured sum, or no more than CHF 5,000. This includes modifications to the vehicle (e.g. performance tuning), permanently installed components (e.g. audio equipment), additional rims and wheels, luggage racks, etc.

Equipment and accessories that can be used even without a vehicle, such as radios, telephones, image, data and sound carriers or mobile navigation devices, are not insured or only within the scope of cover for "Personal effects".

#### 4.3 Insured events

The insured option per vehicle is specified in the policy:  
Partial accidental damage comprises Art. 4.4 to Art. 4.12  
Comprehensive accidental damage comprises Art. 4.4 to Art. 4.15  
Comprehensive accidental damage incl. parking damage comprises Art. 4.4 to Art. 4.16

#### 4.4 Fire damage

Inadvertent damage caused by fire, lightening, explosions and short circuits. Attempts to extinguish fires are also insured. Damage to electrical and electronic vehicle components is not insured if the cause of the damage can be attributed to an internal defect.

#### 4.5 Natural risks

Damage directly caused by rock slides or landslides (material falling down on the vehicle), high water, flooding, hail, wind storms (= winds of at least 75 km/h), snow pressure, avalanches; other natural events are excluded.

#### 4.6 Damage from snowslides

Damage caused by falling snow or ice. Damage caused by theft.

#### 4.7 Theft

Loss, destruction or damage as a result of the theft of the vehicle; does not include damage caused by misappropriation or misuse. Damage to the vehicle in connection with attempted theft is insured.

#### 4.8 Animal damages

Damage caused by a collision with wild animals; damage caused by attempts to avoid hitting animals is not insured. Damage and consequential damage caused by bites by martens or other rodents are insured.

#### 4.9 Glass damage

Damage to the windscreen, side, rear and roof windows as well as to headlights (incl. xenon and LED), direction indicators, front, side and rear lights made of glass or plastic that serve as a glass replacement (e.g. Plexiglas). Damage caused as a result of an internal defect is not included. This list is exhaustive. No compensation shall be paid in the event of a total loss or if the repairs are not made.

#### 4.10 Vandalism

Wilfully or maliciously breaking antennae, rear-view mirrors, windscreen wipers or hood ornaments, puncturing tyres, pouring harmful substances into the fuel or oil tank, slashing convertible roofs, painting and spraying with paint or other substances; other damage from vandalism is excluded.

#### 4.11 Falling objects

Damage caused by meteorite strikes, falling aircraft and spacecraft or parts from such craft as well as emergency landings.

#### 4.12 Damage during rescue operations

Damage and dirt in the interior of the vehicle caused when people who have been in an accident are rescued.

#### 4.13 Collision damage

Damage caused by sudden, violent, involuntary, external forces, such as damage due to collision, impact, falling or overturning (as well as sinking, but only for motor vehicles and trailers with a total weight of up to 3.5 t). Warping caused when the vehicle overturns or during loading and unloading is treated in the same way as a collision.

#### 4.14 Personal effects

Passengers' personal belongings and tools that were stolen with or from the locked vehicle or were damaged when the insured vehicle was damaged.

The insurance does not cover: cash, credit cards, savings books, securities, including traveller's cheques, tickets and subscriptions, valuables, jewellery and precious metals.

#### 4.15 Loss of use

Expenses incurred because of the inability to use a vehicle due to an insured event or as a result of a suspended driving licence.

#### 4.16 Damage to a parked vehicle

Damage caused to the insured vehicle by an unknown party when it was parked.

#### 4.17 Benefits

The insure covers:

- for each insured event, the repairs or total loss, fire brigade costs in the event of a vehicle fire as well as the official fees for reports, confirmations and certificates;
- for an insured event if there is no other insurance,
  - towing the vehicle to the closest suitable repair shop, and if necessary return from abroad up to CHF 2,000.00,

- returning the stolen vehicle to its normal location
- customs duties;
- 90% of the calculated loss amount for repairs that are not carried out (excl. VAT). For mobile homes (e.g. caravans, campers, motor homes), only the reduced value is paid in this case. An agreed deductible is applied both for repairs as well as upon payout of the benefit;
- for repairs that the policyholder makes himself, only the cost price will be reimbursed. The cost price includes wages and retail prices for materials, less a 10% discount;
- for personal effects, a maximum of CHF 3,000 per event;
- Loss of use: up to a maximum of CHF 1,000, travel and transport costs, the cost to rent a replacement vehicle in the same price category, the costs for overnight accommodations and other expenses incurred as a result of the loss of the vehicle, including the costs as a result of a suspended driving licence.

#### 4.18 Exclusions

There is no insurance cover:

- operational failure and damage as a result of frozen coolant;
- when participating in races, rallies and other speed contests as well as driving on race courses, race circuits and road surfaces used for such purposes, and additionally during participation in training rides, all-terrain competitions or sport driving courses.
- for damage caused by riots (however, insurance cover shall be provided if the policyholder or driver took all reasonable measures to prevent damage);
- during military or government requisition of the vehicle;
- for damage caused by actions during war or civil war;
- for damage caused by earthquakes and volcanic eruptions, including consequential damage;
- for damage caused by nuclear energy, including consequential damage;
- for the use of the vehicle by drivers without a valid driving licence or without an accompanying person as required by law;
- for collisions, including consequential damage, that occur when the vehicle is driven while inebriated (with a blood alcohol level of 0.5% or higher (average value)) or under the influence of drugs;
- for reduced value, reduced performance and usability, and reduced sales proceeds, including for vehicles that are recovered;
- for damage for which claims are lodged against the manufacturer.

#### 4.19 Partial loss

As long as there is not a total loss, the insure shall pay for the repairs.

#### 4.20 Total loss

The vehicle is considered to be a total loss if the costs to repair it in the first and second year of use exceed 60% of its new value.

The insure pays compensation as follows:

Year of use	In % of the catalogue price or the declared replacement value
1st year	100
2nd year	100
3rd year	90 – 80
4th year	80 – 70
5th year	70 – 60
6th year	60 – 50
7th year	50 – 40
more than 7 years	Cost to purchase a new vehicle

From the third year of use, the vehicle will be considered to be a total loss if the repair costs exceed the replacement cost of the vehicle. The insure shall pay the cost to purchase a new vehicle, but not more than 100% of the replacement value specified in the policy.

If a vehicle is stolen, it will be declared a total loss if it is not found within 30 days of the claim being submitted, or if it is found in a foreign country and it is not returned to Switzerland within 30 days. The insure pays compensation in accordance with Art. 4.21.

#### 4.21 Compensation guidelines

##### Purchase price and compensation

If the calculated compensation is greater than the price paid by the policyholder for the vehicle, the policyholder will receive an amount equal to the purchase price, but not less than the cost to purchase a new vehicle. This compensation will be paid less any deductible.

##### Equipment and accessories

If equipment and accessories (for commercial vehicles, only the chassis, cabin, frame or equipment) are damaged when there is a loss event, Art. 4.20 and Art. 4.21 shall apply analogously to the damaged vehicle part and not to the entire vehicle.

##### Repairs

The insure shall assume the costs of visually and technically correct repairs which must be made in accordance with the manufacturer's current specifications. If the condition of the vehicle is improved as a result of the repair, the policyholder shall bear a portion of the cost as determined by the vehicle expert.

##### Existing damage

If there was existing damage to the vehicle before the indemnifiable loss event, the amount of the compensation paid by the insure shall be reduced by the amount of the cost to repair this damage. If the costs of the repairs increase as a result of defective maintenance, wear and tear or existing damage, the policyholder shall bear a portion of the cost as determined by the vehicle expert.

##### Reduction of benefits

If the declared replacement value or, in the case of dealer's licence plates, the declared insured sum is too low, the damage will only be compensated in the ratio of the declared replacement value (the declared insured sum) to the actual replacement value of the damaged or stolen vehicle. This shall also apply in the event of partial damage.

#### Ownership rights

In the event of a total loss, ownership of the vehicle or item shall be transferred to the insurer upon payment of the compensation for the vehicle, provided there is no agreement to the contrary.

#### Value added tax

Compensation to taxpayers who deduct input tax will be paid exclusive of value added tax. Compensation payments based on anticipated repair costs do not include value added tax.

### 4.22 Obligations in the event of damage caused by theft or animals

#### Theft

All damage caused by theft must be reported to the local police immediately. If a vehicle is stolen in a foreign country, the theft must be reported to both to the police where the theft occurred and to the police in the policyholder's place of residence.

#### Animal damage

In the event of damage caused by an animal (with the exception of marten bites), the competent agency (e.g. police, game warden) must record the event or the owner of the animal must confirm it.

### 4.23 Deductibles

The deductibles specified in the policy apply.

If tractor unit and towed vehicles and trailers are insured through the insurer with a deductible and if these are damaged during the same event, only one deductible will be charged (the higher one, if the amounts are not the same).

### 4.24 Definitions

#### Premium calculation

The values specified in the policy under total value and insured sum for accessories are based on the catalogue prices provided by the manufacturer or general importer, including value added tax. These can deviate significantly from the purchase price actually paid. Because the premium calculation is based on the actual claims expenditure, this price difference has no impact on the premium calculation.

#### Year of use

Time period of 12 months, calculated from the date the vehicle is first registered; periods of less than one year are calculated on a prorated basis.

#### Catalogue price

Official list price, incl. value added tax, of the vehicle in Switzerland at the time of production, excl. equipment and accessories. If no catalogue price is available, the price paid for the vehicle when it is first registered shall apply.

#### Replacement value

Sum of the total value of the vehicle (catalogue price excl. equipment and accessories) and the insured sum for equipment and accessories. For classic vehicles and collector's vehicles, the replacement price shall be the maximum compensation specified in the policy.

If equipment and accessories are already demonstrably included in the total value, this shall be considered the replacement value.

#### Cost to purchase a new vehicle

The amount that would have to be paid on the date of the valuation to be able to purchase a similar or equivalent vehicle (officially tested within the last 12 months) and/or insured accessories.

## 5 CASCO CLASSIC WHEELS

### Casco insurance for vintage cars

#### 5.1 Vintage car: definition

For the purposes of these General Terms and Conditions of Insurance, a vintage car is a vehicle as described below provided it fulfils all respective criteria of the description:

- An antique car that:
  - Was first registered at least 30 years ago;
  - Is used exclusively for private purposes;
  - Is driven up to 5,000 kilometres per year or for a corresponding number of hours.
- A collector's car that:
  - Was first registered between 20 and 30 years ago or was of a small production run of 50;
  - Is used exclusively for private purposes;
  - Is driven up to 8,000 kilometres per year.
- A luxury car that:
  - Is a contemporary luxury car;
  - Is used exclusively for private purposes;
  - Is driven up to 5,000 kilometres per year; Is individually checked beforehand or validated by the insurer.

#### 5.2 Purpose of the insurance

The insurance covers loss or damage caused to the insured vehicle, spare parts, relevant accessories and instruments, and to the standard and non-standard equipment/installations.

The policy applies whenever the vehicle is:

- in movement, parked or stored,
- being transported, regardless of the mode of transport (land, sea, air).

#### 5.3 Insured risks

The policy states the insured option for each vehicle:

Partial casco: Articles 5.4 to 5.13

Full casco: Articles 5.4 to 5.17

Full casco with damage to parked vehicles: Articles 5.4 to 5.18

"TSM Plus Pack" supplementary cover: Articles 5.19 to 5.20

#### 5.4 Fire damage

Unintentional loss or damage from fire, lightning, explosions or short circuits. Interventions to extinguish the fire are included in the insurance cover. Damage caused to electrical and electronic parts of the vehicle are not covered if the cause is attributable to an internal defect.

#### 5.5 Natural risks

Loss or damage caused directly by falling rocks or stones (onto the vehicle), landslides, high water, flooding, hailstones, storms (winds of or over 75 km/hour), snow pressure, avalanches, excluding any other natural event.

#### 5.6 Damage from snowslides

Loss or damage caused by the fall of a mass of snow or ice.

#### 5.7 Theft

Loss, destruction or damage following theft, removal or robbery, excluding the breach of trust and misappropriation. The insurance also covers damage caused to the vehicle during the attempt of theft, removal or robbery.

#### 5.8 Animal damages

Loss or damage due to a collision with animals. Damage due to manoeuvres to avoid such a collision are not covered. Direct and consequential damage caused by stone martens and other rodents is insured.

#### 5.9 Glass damage

Breakage of the windscreen, side windows, rear window and sunroof, as well as the headlights (including Xenon and LED), indicators, the front, side and rear lights made of glass or a glass substitute (e.g.s plexiglass). Damage due to an internal fault is excluded. This list is exhaustive. No indemnity will be paid in the case of a write-off or where no repair is made.

#### 5.10 Vandalism

Destruction of antennae, wing mirrors, wipers or hubcaps, tyre punctures, addition of harmful substances to the fuel tank or oil reservoir, slicing of the roof of a convertible, defacement or the spraying of paint or other product, committed intentionally or with malice. This list is exhaustive. Damage from any other type of vandalism is excluded.

#### 5.11 Falling objects

Loss or damage resulting from the fall of meteorites, aircraft, spacecraft or any their detached parts as well as resulting from a forced landing.

#### 5.12 Damage in transport

Direct damage caused by accidents involving the means of transport. Vehicles valued at over CHF 100,000 are covered during transport only if they are transported in an enclosed or locked trailer.

#### 5.13 Damage during rescue operations

Damage and soiling to the vehicle's interior caused by injured persons to whom aid is provided.

#### 5.14 Collision

Damage caused by sudden, violent, involuntary, external forces, such as damage due to collision, impact, falling or overturning (as well as sinking, but only for motor vehicles and trailers with a total weight of up to 3.5 t).

Warping caused when the vehicle overturns or during loading and unloading is treated in the same way as a collision.

#### 5.15 Personal effects

Personal objects carried in the vehicle by occupants, where these have been stolen with the vehicle, removed from a locked vehicle or damaged during another insured risk occurring to the vehicle. The following are not insured: cash, credit cards, savings books, securities certificates, including travellers' cheques, travel tickets and memberships, valuable objects, jewellery and precious metals.

#### 5.16 Loss of use

The expenses related to the immobilisation of the vehicle following an insured casco risk, or withdrawal of licence.

### 5.17 Unique parts and extended cover

If, as part of an insured loss, the replacement or special manufacture of spare parts entails a loss exceeding the full value of the insured vehicle, the insurer will pay a supplementary indemnity of up to 10% of the insured vehicle's value.

If, in the event of a total loss related to the increase in value during the contractual term, the replacement value exceeds the value of the insured vehicle, the sum insured is extended to a maximum of 110% of said sum.

In any event, the additional 10% is limited to CHF 50,000.

### 5.18 Damage to a parked vehicle

Damage caused by unknown third persons to the vehicle while parked.

### 5.19 Mechanical damage

Loss or damage to the engine and transmission resulting from the incorrect or accidental use by the driver or an unintentional error during the refilling of the tank.

The insurance does not cover loss or damage resulting from:

- work on the vehicle (e.g. maintenance, repair, restoration or modernisation).
- constant and foreseeable mechanical effects, such as ageing, wear and tear, corrosion, rusting.

### 5.20 Damage to a grouping of parts

Deterioration to the overall appearance of a grouping of parts, caused by the repair or replacement of an individual unit, following an insured loss.

### 5.21 Benefits

The insurer shall indemnify:

- or each insured risk, the repair costs or total loss or damage, the costs for the fire brigade in the event of a fire to the vehicle as well as the official fees for reports, statements and permits;
- for an insured risk, in the absence of any other insurance cover:
  - - the repair and towing to the nearest suitable repair facility, if necessary the return of the vehicle from abroad limited to CHF 2,000;
  - - the return of the stolen vehicle to its usual place of parking;
  - - customs duties.
- only the cost price for repairs carried out by the policyholder himself. Cost price means wages and the retail price of the parts, with a deduction of 10%;
- for carried personal objects: up to CHF 3,000 per case for their repair or their replacement in the event of total loss or damage;
- Loss of use: up to CHF 1,000 for travel and transport costs, the cost of renting a replacement vehicle in the same price range, accommodation costs and any other expenses incurred due to the immobilisation of the vehicle or withdrawal of licence.

### 5.22 Exclusions

The insurance policy does not cover:

- Damage or loss to batteries, audio devices and mobile equipment occurring as part of an insured loss or otherwise.
- The breakage, tear or any other damage to mechanical parts of the vehicle without any exterior force or caused by inadequate lubrication or cooling, damage from frost, damage due to poor use (subject to the provisions of Article 5.19 "Mechanical damage") or overloading, damage due to material, construction or manufacturing defects or due to wear and tear. If these incidents lead to a collision, the consequences are insured provided the damage from the collision is insured pursuant to Article 5.14.
- Loss or damage resulting from war, violation of neutrality, revolution, rebellion, terrorist attacks and the measures taken to suppress such attacks.
- Earthquakes, volcanic activity, events related to nuclear energy and radioactivity.
- Loss or damage related to civil disturbances (violence against persons or objects carried out during mass assemblies, unrest or street protests, etc.) and the measures taken to suppress such disturbances. The insurance cover will remain valid if the policyholder or driver of the vehicle can credibly show that he took reasonable precautions to avoid such damage.
- Loss or damage related to seizure by governments, authorities, armies or other powers.
- Loss or damage related to participation in car race competitions or practice sessions. Such participation does not include skills or obstacle tests, for example untimed autotesting or touring rallies.
- Loss or damage related to the vehicle being driven by an unlicensed person, in accordance with legal regulations or other rules. The insurance cover will remain valid if the driver holds a learner's permit and is accompanied in accordance with the law.
- Loss or damage caused by the vehicle being driven by a person under the influence of narcotics or drugs, or who has a blood-alcohol level higher than the legal limit. The insurance cover will remain valid if it can be proved that the cause of damage is not due to such a person's driving.
- Loss or damage resulting from a crime, criminal offence or an attempt to commit such an offence, intentionally perpetrated by the policyholder or the driver of the vehicle.
- Loss or damage resulting from renting or lending vehicles for commercial purposes or for other, not purely private uses, as well as damage to vehicles that have become objects of speculation.
- Intentional damage caused by the policyholder or persons for whose actions he is responsible (including the driver of the vehicle).

## 5.23 Value assessment

The option stated in the policy shall apply

### Option A

- Until proven otherwise, the insured value is equal to the vehicle's value, as stated in the policy (accepted value). Spare parts, accessories, tools and equipment/installations are an integral part of this value.
- The values mentioned in the policy refer to the first loss. This means that the insured value represents the indemnity limit. Nonetheless, the indemnity limit may not exceed the current value of the insured vehicle, as determined by a loss adjuster, subject to Article 5.17 "Unique parts and extended cover".

No under-insurance will apply.

### Option B

- The sum insured is equal to the vehicle's value, as stated in the policy. Spare parts, accessories, tools and equipment/installations are an integral part of this value.
- The value stated in the policy sets out the indemnity limit. Nonetheless, the indemnity limit may not exceed the current value of the insured vehicle, as determined by a loss adjuster, subject to Article 5.17 "Unique parts and extended cover".
- If the sum insured is less than the replacement value (under-insured), the insurance will cover loss or damage only in proportion to the sum insured divided by the replacement value. The replacement value is the value of the vehicle immediately prior to the loss.

## 5.24 Excess

- The excess stated in the policy is the cost that the policyholder alone must bear and it applies for each claim.
- In the event of a collision, the excess will not apply if the loss or damage is wholly attributable to a third party.

## 5.25 Payouts for claims

- The insured value represents the maximum payout for a claim, subject to the provisions of Article 5.17 "Unique parts and extended cover".
- The residual value of the vehicle will be deducted from any indemnity up to the insured value (total loss).
- No payout will be made for:
  - Costs related to any type of changes/adaptations exceeding the necessary repairs under a claim;
  - Decreases in the value, technical performance or use of the vehicle following an insured loss;
  - Consequential loss of any type.

## 5.26 Calculation of loss

- The insurer shall not be obliged to pay for the replacement of any vehicle parts that can be repaired. If, at the time of repair, certain worn parts are replaced, the vehicle is completely repainted or other impairments due to wear and tear are restored, the insurer will deduct from the repair costs the amount representing the the gain in the vehicle's value (difference in new value to value before the claim).
- If the vehicle is stolen but recovered within 30 days of the theft being reported to the insurer, the policyholder must take back the vehicle. Any damage due to the theft, pursuant to Article 5.7, will remain covered. If the vehicle is recovered after this time, title to the vehicle will pass to the insurer. If the vehicle is not a write-off, the insurer will offer its return to the policyholder in return for the refund of any indemnity already paid, less any repair costs that must be carried out. This offer will be valid for a period of 14 days.
- The vehicle will be considered a write-off where:
  - the repair costs exceed the insured value of the vehicle;
  - following its theft, it has not been recovered within 30 days of the theft being reported to the insurer.

## 5.27 Obligations in the event of theft or damage caused by animals

### Theft

The local police must be immediately informed of any theft. If the theft of the vehicle occurs abroad, the theft must be reported to the police of the place of theft and the police of the policyholder's address.

### Damage caused by animals

In the event of a collision with an animal (excluding bites from martens), the competent authorities (e.g. police, gamekeeper) must draw up a report of the accident or the owner of the animal must give a statement on the accident.

## 6 Accident insurance

### 6.1 Insured persons

All vehicle passengers are insured, including the owner and driver, as well as any people outside of the vehicle who provide assistance to people in the declared vehicle in the event of an accident or breakdown, excluding those people carrying out their professional duties or acting in an official capacity (such as the police, paramedics, mechanics, roadside assistants, etc.).

People who use the vehicle without authorisation are not insured.

### 6.2 Insured accidents

Accidents that occur during the use of the vehicle as well as those that occur when entering or exiting, when making modifications to the vehicle on the road and when providing roadside assistance are insured.

### 6.3 Definition of an accident

Any personal injury suffered by the insured person as a result of a sudden, involuntary and violent event caused by an external force.

### 6.4 Treatment costs

#### Basic principle

The insurer shall assume the costs specified herein, provided they occur within five years of the date of the accident. The compensation shall be reduced in proportion to the costs paid by accident insurance (UVG), health insurance (KVG), disability insurance (IV), military insurance (MV) or another licensed social insurance institution (supplemental cover).

#### Treatment

The necessary expenditures for medical treatment provided or ordered by a licensed physician or dentist as well as the hospital costs (private ward) and the expenses for treatment, accommodations and meals at spas carried out with the approval of the insurer. Also includes the costs of treatment by state-licensed chiropractors.

#### Home care, aids

- Expenses for physician-prescribed home care provided by medically trained staff. Equivalent to this are nurses provided by nursing associations and home care organisations, but not home aids who do not perform nursing functions.
- Expenses for accident-related aids that compensate for physical damage or the loss of a function (e.g. prostheses) as well as expenses for other necessary instruments and items. The costs for mechanical means of transport as well as for the construction, modification, rental and maintenance of real estate are not compensated.
- Additional costs (accommodations, food) that arise when a parent, family member or relative of an injured child accompanies him during an in-hospital stay ("rooming-in"). The insurer reimburses the costs charged by the hospital up to a maximum of CHF 100 per day.
- Cosmetic operations following an accident-related injury are reimbursed up to a maximum amount of CHF 25,000.

### Property damage

- Costs for damage to property that replaces a body part or a body function. For eyeglasses, contact lenses, hearing aids and dental prostheses, a claim for compensation arises only if there is an injury that requires treatment.
- Expenses to repair or replace (new price) clothes that are damaged or destroyed during an accident. This does not include any protective clothing.

### Travel, transport and rescue costs

#### Costs for

- a) necessary rescue and salvage operations;
- b) necessary transport;
- c) search operations up to CHF 10,000;
- d) transfer of fatal victims to their place of residence (including costs for border formalities) up to CHF 15,000.

### Pets

If a pet is injured in the vehicle we will pay up to CHF 2,500 per animal for veterinary treatment and at most CHF 5,000 per insured event. This insurance applies solely to cars.

### 6.5 Disability

If the accident results in a permanent disability, the insurer shall pay according to the insured sum specified in the policy:

in the case of full disability, the full insured sum, and in the case of partial disability, a portion of the insured sum based on the degree of the disability.

The determination of the degree of disability is governed by the provisions on the assessment of impairments provided in the Accident Insurance Act and the Ordinance on Accident Insurance (UVG/UVV).

If the consequences of an accident are aggravated by a pre-existing injury, this does not entitle the policyholder to a higher degree of disability compensation than if the accident had been inflicted on a physically sound person. If the part of the body affected by the accident was already damaged or unusable before the accident, the existing degree of disability will be deducted when the disability is determined.

Mental or nervous disorders are only compensated if they were caused by an insured event.

The degree of disability must be determined no later than five years after the accident. Disability compensation shall not be due while a daily allowance benefit is being paid.

If there is a serious physical disfigurement (for example, scars) caused by the accident for which no disability compensation is owed, the insurer shall pay 5% of the insured sum in the event of a facial disfigurement and half of this amount in the event of the disfigurement of another part of the body.

## 6.6 Death

If the accident results in the death of the insured, the insurer shall pay according to the insured sum specified in the policy:

If an insured person dies as a result of an accident and leaves at least one minor child, the death benefit shall be increased by 50%. For young people under 16 years of age, the death benefit is generally CHF 10,000.

The death benefit is paid out in accordance with the statutory inheritance right.

## 6.7 Exclusions

There is no insurance cover for accidents and injuries:

- as a result of earthquakes and volcanic eruptions in Switzerland;
- during military or government requisition;
- as a result of actions during war or civil war;
- as a result of riots (however, insurance cover shall be provided if the policyholder took all reasonable measures to prevent the accident);
- if the insured person commits crimes or offences or attempts to do so;
- when participating in races, rallies and other speed contests as well as driving on race courses, race circuits and road surfaces used for such purposes, and additionally during participation in training rides, all-terrain competitions or sport driving courses.
- caused by nuclear energy.
- caused by therapeutic measures or examinations (e.g. operations, injections, radiation therapy);
- for people who steal the vehicle;
- for drivers who operate the vehicle either without a valid driving licence or without an accompanying person as prescribed by law.

## 6.8 Overcrowded vehicles

The benefits are divided by the number of persons using the vehicle when the accident occurred and multiplied by the number of seats according to the vehicle registration.

## 6.9 Offsetting liability claims

Benefits (with the exception of treatment costs) are not offset against liability and claims for recourse, unless the owner or driver would have to pay these costs in full or in part himself.

## 7 Roadside Assistance

### A. Common provisions

#### 7.1 Policyholder

The Policyholder is the natural person who has purchased a motor insurance policy covered by TSM Compagnie d'Assurances from AutoMate Insurance Ltd.

#### 7.2 Insured vehicle

Insurance shall cover the vehicle designated in the TSM Compagnie d'Assurances Policy (or in any relevant clauses thereof).

#### 7.3 Start and end dates of the contract

The beginning and end of the vehicle assistance extends to the coverage specified in the TSM motor vehicle insurance policy (or any relevant clauses thereof). Termination of the vehicle insurance contract covered by TSM Compagnie d'Assurances automatically terminates the roadside assistance coverage.

After every Assistance claim involving benefits provided by EUROP ASSISTANCE, Assistance coverage in the contract can be terminated:

- by EUROP ASSISTANCE, no later than the time of the final payment;
- By the policyholder, at the latest 14 days after being informed of the last benefit

Should the contract be terminated after a claim, insurance coverage shall cease 14 days after the other party receives notice of said termination.

#### 7.4 What to do in the event of a claim

##### 7.4.1. Contact details

EUROP ASSISTANCE is available to help its policy holders 7 days a week, 24 hours a day

Mail	<a href="mailto:help@europ-assistance.ch">help@europ-assistance.ch</a>
Phone	+41 (0)848 72 62 25
Fax	+41 (0)22 939 22 45
EUROP ASSISTANCE (Switzerland) Assurances SA Avenue Perdtemps 23 – CH-1260 Nyon – Switzerland	

##### 7.4.2. Rules to follow

The insured person must:

- Immediately notify EUROP ASSISTANCE by phone or by fax;
- obtain the prior consent of EUROP ASSISTANCE before taking any action or incurring any expense, and comply with the solutions recommended;
- provide EUROP ASSISTANCE with proof of all expenses (originals only) for which reimbursement is claimed.

#### 7.4.3. Breach of regulations

Should the insured person fail to comply with the regulations to be observed in the event of a claim, benefits may be refused or limited.

#### 7.5 Definitions

Residence: This is the main and usual place of residence of the insured person.

Switzerland: This is the whole of the Swiss territory, including the enclaves of Büsingen and Campione.

Abroad: This is any country other than the country of residence of the insured person.

Breakdowns:

- Any mechanical, electrical or electronic equipment defect (including battery) leading to malfunction of the vehicle at the place of breakdown, and that obstructs the mobility of the person hiring the vehicle, and requiring breakdown service or towing service.
- Flat tyre
- Fuel or oil defect, or use of non-stipulated fuels.
- Forgetting the vehicle key inside the vehicle, or losing vehicle key.

Traffic accident: Any collision (collision with a fixed or moving object, overturning, leaving the road, fire or explosion) that causes the vehicle to malfunction at the place of the accident and that requires breakdown service or towing service.

Theft: The vehicle shall be considered to be stolen from the time the insured policyholder notifies the competent authorities of the claim and when EUROP ASSISTANCE has issued the relevant certificate.

Attempted theft: attempted theft is understood to mean any breakin or malicious treatment of the vehicle leading to malfunction at the place of damage, and requiring breakdown service or towing service to a service station or workshop for purposes of carrying out the necessary repairs.

#### 7.6 Geographical scope

Assistance benefits are guaranteed in Switzerland, the Principality of Lichtenstein and all member countries of the EU and the EEA and all member countries of the "International Motor Insurance" (Green Card) system. Benefits are guaranteed for work-related and personal travel abroad for up to 90 days, unless otherwise specified in the policy.

Cover is not suspended during sea travel, provided that the ports of embarkation and disembarkation are located within the geographical area covered by the policy

EUROP ASSISTANCE may exclude certain countries affected by war, rebellion, revolution, national unrest or uprisings. Cover remains valid for 7 days following the announcement of the excluded country or countries, provided that the insured person takes no active part in the events concerned.

## 7.7 Limitation period

Any actions or claims arising from this contract will be time-barred after a period of five years from the date on which the obligation was incurred.

## 7.8 Subsidiarity clause

If the insured person has rights stemming from another insurance contract (either mandatory or optional insurance), the insurance cover is deemed to be subsidiary and is limited to the part of the benefits provided by EUROP ASSISTANCE that exceeds those provided by the other insurance contract. Costs will only be paid in full once. If, however, EUROP ASSISTANCE has provided benefits for the same claim, these will be considered as an advance, with insured persons transferring to EUROP ASSISTANCE any rights that they may assert in respect of third parties (mandatory or optional insurance) within these limits.

## 7.9 Jurisdiction

This contract is governed by Swiss law. Any claims arising from this contract will be dealt with by the Swiss courts having jurisdiction where the insurance policy holder (or eligible person) is resident, or the courts in Nyon VD, where the head office of EUROP ASSISTANCE is located.

All rights of appeal to the Federal court are hereby reserved.

## 7.10 Additional bases of law

Also applicable are the clauses contained in Swiss Insurance Contract Law (LCA) and in the Code of Obligations (CO).

## 7.11 International sanctions

Europ Assistance does not provide cover, payments, services or other benefits if this could expose it to sanctions, prohibitions or restrictions in application of United Nations resolutions or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom, France or the Swiss Confederation. In addition, payments are generally not made in U.S. dollars.

Further information are available at <https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

### B. Roadside Assistance Benefits

## 7.12 Insured items and costs

### 7.13 Eligible vehicles

Insurance shall cover the vehicle designated in the TSM Compagnie d'Assurances Policy (or in any relevant clauses thereof).

- private cars up to 3,500 kg;
- trailers up to 350 kg when empty;

### 7.14 Insured events

Assistance cover is provided for vehicle failure caused by:

- a breakdown;
- a car accident;
- theft or attempted theft.

## 7.15 Exclusions

Are excluded from the coverage:

- hired vehicles;
- vehicles used for the professional transportation of persons (e.g. taxi);
- private vehicles and motorcycles with trade plates;

- vehicles intended for export;
- vehicles belonging to a driving school, when driven by a pupil;
- product recall, fitting of accessories, paintwork, vehicle repair costs and inappropriate triggering of alarms shall not be refunded;
- measures and expenses not related to or relevant to EUROP ASSISTANCE, or which it does not authorise, as well as any measures and expenses not expressly covered in the General Terms of Insurance.

Also excluded are events attributable to inadequate maintenance of a vehicle and the cost of repairs or spare parts. For vehicle assistance, benefits are not guaranteed for insured vehicles traveling in countries affected by civil or foreign war, notorious political instability or suffering commotion, riots, acts of terrorism, reprisals, restrictions of the free movement of people and goods, strikes, explosions, natural disasters, nuclear explosion or other force majeure.

### 7.16 When does the vehicle immobility period start and finish?

The vehicle is considered to be immobile from the moment it is delivered to the nearest garage. The immobility period will be confirmed by the repairer upon collection of the vehicle. This will be done once all repairs have been carried out.

### 7.17 Conditions governing the provision of a rental vehicle

The provision of a hire vehicle is subject to local availability, regulatory provisions and the terms and conditions stipulated by the hire company (minimum age, credit card, etc.). Fuel costs, toll fees and highway toll subscriptions shall be borne by the insured person.

### 7.18 Prestations garantiesq

### 7.19 Repair on spot / Towing / vehicle repatriation

EUROP ASSISTANCE arranges for and bears the costs of:

- Breakdown service at the place of damage (repair on spot), or, if necessary:
- In Switzerland: towing of the vehicle to the garage of choice;
- Abroad: towing of the vehicle to the nearest suitable garage.

Should repairs at the place of damage not be possible within 5 days, EUROP ASSISTANCE arranges for and bears the cost of:

- Repatriation of the vehicle from abroad back to Switzerland.

Should the amount for necessary repairs or repatriation of the vehicle exceed the vehicle's current value, EUROP ASSISTANCE shall, on behalf of the policyholder, arrange for recycling or destruction of the vehicle at the place of damage. Expertise costs: EUROP ASSISTANCE will pay a maximum of CHF 250.- to ascertain the extent of the damage and the reasons for repatriating the vehicle.

### 7.20 Waiting time for repairs abroad

EUROP ASSISTANCE enables the policy holder to wait for completion of repairs at the place of damage:

- either by participating in unforeseen hotel expenses (room and breakfast)
- or by making available a replacement rental vehicle.

This benefit cannot be combined with benefit "3. Continuation of the journey or return home".

#### **7.21 Continuation of the Journey or Return Home**

Should the insured person not be able to await completion of repairs at the place of damage, EUROP ASSISTANCE shall enable the insured person to continue their journey:

- By means of a suitable rental vehicle (drop off costs incl.), or
- by making available a 1st class railway ticket, or
- by making available an economy class airline ticket.

These benefits cannot be combined with benefit "2. Waiting for combination of repairs".

#### **7.22 Collecting the vehicle**

Once the vehicle has been repaired, EUROP ASSISTANCE will provide the insured person with:

- a suitable rental vehicle (drop off costs incl.), or
- a 1st class railway ticket, or
- an economy class airline ticket

in order to enable him to collect it

#### **7.23 Parking costs**

Costs for surveillance of the vehicle (parking costs) shall be borne to a maximum amount of CHF 250.-.

#### **7.24 Delivery of spare parts abroad**

The additional delivery costs for the shipment of spare parts abroad will be covered up to a maximum amount of CHF 500.

#### **7.25 Insured sums**

Maximal insured sum available in Switzerland: CHF 1'000.- (without parking costs).

Maximal insured sum available abroad: CHF 3000 (without parking, expertise and additional delivery costs).