

## General policy conditions

for the combined insurance for household contents PRISMA Flex (2014 Edition)

GENERALI General Insurances Ltd., 1260 Nyon

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#### PRISMA Flex can include the following five covers:

- Household contents insurance
- Personal liability insurance
- Luggage insurance
- Personal valuables insurance
- Gardens and crops insurance

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## 1. Common Provisions

### 1. Basis of the contract

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

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

### 2. Inception and duration of insurance

#### Inception

The insurance enters into force on the date stated in the policy.

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

#### Duration

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

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

### 3. Changes in premiums, deductibles and limits of compensation

If the premiums or deductibles are increased or if the limits of compensation are reduced, the company may amend the contract with effect from

the following insurance year. In this case, it must notify the policyholder of any changes at the latest 25 days before the premium due date.

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

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

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

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

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

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

### 5. Premium payment

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

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

### 6. Premium refund

If the contract is cancelled for any reason before expiry of the year of insurance, the company will reimburse the part of the premium paid for the period which has not yet elapsed and

will waive any reclamation of installments that are subsequently payable.

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

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

### 7. Duty of care and obligations

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

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

### 8. Change of ownership

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

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

receives the notice of termination.

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

- b) the company is entitled to give 30 days' notice of termination of the policy within 14 days of receipt of notification of change of ownership. Premiums with respect to the unexpired insurance period shall be reimbursed to the purchaser.
- c) If the policyholder goes bankrupt, the contract shall end when the bankruptcy proceedings are opened. This shall not apply to unseizable assets which are covered by the insurance contract.

## **9. Notices**

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

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

## **10. Place of jurisdiction**

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

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

## **11. Supplementary legal basis**

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The Swiss Federal Law on Insurance Contracts (VVG) shall apply in addition to these provisions.

## **12. Unconditional acceptance of the contents of the contract**

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

## 2. Household contents Insurance

### A. Scope of the insurance

#### A1 What property and costs are insured?

##### 1. The insurance covers:

**a) household contents.** This includes all movable property for private use owned by the policyholder or persons living with him/her in the same household. Household contents also include pets, temporary structures, leased or rented objects, professional equipment, personal belongings of visitors and items of property entrusted to the policyholder; equipment and materials that assist with the maintenance and use of the insured building and associated premises;

**b) costs,** i.e. costs for debris removal, additional living costs, costs of emergency replacement glazing, emergency replacement doors and emergency replacement locks, costs of reconstitution and the cost of changing locks arising as a direct result of an insured event.

##### 2. The insurance shall not cover:

- a)** motor vehicles, electric bicycles capable of travelling faster than 45km/h, trailers, caravans, mobile homes, including any accessories;
- b)** watercraft for which mandatory liability insurance is required, as well as watercrafts that are not taken home regularly after use, including any accessories;
- c)** aircraft that must be entered in the aircraft register;
- d)** property that is or must be insured with a cantonal insurance office;
- e)** valuables which are subject to special insurance. This clause shall not apply if the insurance referred to here contains a clause to the same effect;
- f)** loss or damage arising from acts of war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them,

as well as from volcanic eruptions or changes in the atomic nucleus structure, unless the policyholder can prove that the loss or damage is not connected to these events.

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

**g)** garden huts and apiaries which value exceeds CHF 50000.-. They must be insured as any other building.

#### A2 Where does the insurance cover apply?

The insurance shall apply:

**a) within the home,** i.e. at the locations listed in the policy;

**b) outside the home** pursuant to Art. A4.3 worldwide for household contents located temporarily anywhere in the world, but not for longer than 24 months, and for any associated costs. Household contents permanently located outside the home (in a holiday home, second home or holiday apartment and the like) shall not be covered by this off-premises insurance.

**c) in the event of a change of residence** in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione, both during the move and at the new location.

If the policyholder moves abroad, the insurance shall expire at the end of the insurance year at the old location, or with immediate effect at the request of the policyholder.

The household contents that are transported abroad shall not be insured during the move or at the new location.

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

#### A3 What risks and damages are insured?

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

- fire
- theft
- burglary and robbery or
- burglary, robbery and simple theft
- water
- glass breakage
- earthquake

#### Fire

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

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

#### 2. The insurance shall not cover:

- a)** damage to live electrical machines, equipment and cables caused by



the effect of the electrical energy itself;

- b) storm and water damage caused to watercraft on the water.
- c) loss or damage caused by soil subsidence, substandard substratum, defective construction, poor building maintenance, failure to take appropriate preventative measures, artificial earth-moving operations, snow sliding from roofs, ground-water, rising and overflowing of bodies of water which is known to occur repeatedly; loss or damage arising from water from reservoirs or other artificial bodies of water and backflow of water from the canalization, irrespective of the cause.

### 3. The following is only insured by special agreement:

The earthquake that occurs in Switzerland, the Principality of Liechtenstein or the enclaves of Büsingen and Campione. Are considered as earthquakes sudden tremors of solid ground due to natural causes with an underground epicenter. In case of doubt, the Swiss Seismological Service will decide whether an earthquake has occurred. All earthquakes occurring within 72 hours of the first tremor that causes loss or damage shall be deemed to form one loss event. The insurance covers all loss events that commence during the insurance period.

#### Theft

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

- a) **burglary**, i.e. theft by perpetrators forcibly entering a building or a room of a building or breaking open a container in a building or a room.

Theft by unlocking a building, room or container with the correct keys or codes shall also be considered tantamount to burglary, provided the perpetrator has appropriated these by means of burglary or robbery.

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

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

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

### 2. The following are only insured by special agreement:

- a) financial loss caused through the misuse of credit or customer cards by persons who do not live with the policyholder in the same household. No coverage is provided if a card requiring a signature does not bear the signature of the cardholder or if the PIN code is written on or kept with the card.

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

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

**3. The insurance shall not cover:** loss or damage resulting from fire, smoke, lightning, explosion, earthquake or natural events.

#### Water

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

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

policyholder as a tenant.

## 2. The insurance shall not cover:

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

### Glass breakage

1. The insurance covers breakage of:

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

## 2. The insurance shall not cover:

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

### Accidental damage insurance for households

The following is only insured by special agreement:

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

- a) Electrical appliances, household tools, unregistered lawn mowers, sports gear, parachutes, paragliders and hang gliders, sporting and hunting weapons including their accessories;

- b) Musical instruments, hi-fi equipment, home theatre systems, projectors, flat screens, desktop computers, laptop computers, mobile phones, tablet computers;
- c) Jewellery, watches and clocks, furs, paintings, sculptures kept indoors (excluding sculptures in porcelain, ceramic or glass), optical glasses, hearing aids, wheelchairs with or without motors (including batteries).

## 2. The insurance shall not cover:

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

### 3. Which risks and damages are insured?

The insurance covers damages caused by:

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

The insurance shall not cover damages:

- a) to non-rechargeable batteries and elements that must be changed regularly;
- b) due to wear and tear of the material, damage to watch movements or damage to varnishes;
- c) for which there is a legal or contractual warranty whenever the insured items are cleaned, repaired, or transported by third parties;
- d) to items that are permanently outdoors;

- e) caused by fire, natural damages, theft, water, loss, disappearance or any similar effect.

### What deductible is borne by the claimant?

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

### A4 What benefits are insured?

#### 1. The insurance covers:

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

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

- b) **costs:** up to 20% of the agreed sum insured, at least CHF 10,000. In the event of simple theft, the compensation is limited to CHF 1000 per loss event.

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

##### a) For jewellery

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

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

Watches valued at over CHF 5000.- per piece shall be considered as jewellery.

##### b) For monetary assets

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

Compensation is limited to CHF 5,000. No coverage is provided in

the event of simple theft.

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

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

**d) For scorch damage**

Compensation is limited to CHF 5,000.

**e) For professional equipment**

Compensation is limited to CHF 5,000.

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

Compensation is limited to CHF 5,000.

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

**a) For household contents**

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

**b) For monetary assets**

In the event of fire earthquake, burglary, robbery and water damage, compensation is limited to CHF 5,000. No coverage is provided in the event of simple theft. The insurance does not cover monetary assets belonging to visitors outside the home.

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

ity of Liechtenstein or the enclaves of Büsingen and Campione.

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

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

**d) For scorch damage**

Compensation is limited to CHF 5,000.

**e) For professional equipment**

No coverage is provided.

**4. Automatic adjustment of the sum insured**

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

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

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

**B. Claims**

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

**1. The claimant must**

- a) inform the company immediately;
- b) provide, in writing, the particulars required to substantiate the claim, allow the company to conduct any investigations required in relation to the claim and, on request, draw up a list detailing the items of property existing before and after the loss or damage and the items affected by it, specifying their value;

- c) take steps to preserve and salvage the insured property and to minimize the loss, and comply with any instructions given by the company.

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

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

**B2 How are damage and compensation determined?**

**1. How is the damage determined?**

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

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

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

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

The findings of the experts or, if appropriate, of the referee, shall be binding on the parties, provided that these findings do not deviate substantially from the real facts and circum-



stances. The party alleging such a deviation shall be responsible for providing proof.

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

## 2. How is the compensation calculated?

### 2.1 For household contents

#### a) In the event of a total loss

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

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

#### b) In the event of partial damage

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

### 2.2 For costs

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

#### a) Additional living costs

These shall be determined on the basis of the costs of renting replacement accommodation and meals outside the home arising from the inability to use the damaged rooms, as well as the loss of income derived from subletting. Any cost savings will be deducted. Costs of moving and temporary storage of the household, as well as eventual costs of disassembly and reassembly shall not be covered, so far as they do not contribute to reducing the insured living costs.

#### b) Debris removal costs

These shall be determined on the

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

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

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

#### d) Costs of changing locks

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

#### e) Costs of reconstitution

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

### 2.3 Special matters

**Loss minimization costs** shall also be compensated; where these costs and the compensation together exceed the sum insured, the costs shall only be compensated if the expenditure in question was incurred on the company's instructions. No compensation shall be paid in respect of work performed by the fire brigade, the police or any other parties who are obliged to help.

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

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

### B3 When is the compensation reduced?

## 1. In the event of under-insurance

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

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

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

## 2. On occurrence of natural events

a) If, for all insurance companies licensed to operate in Switzerland, the amount of compensation from one insured event for a single policyholder exceeds CHF 25 million, the compensation shall be reduced to this amount. The compensation payable may be subject to a further reduction in accordance with the clause below.

b) If, for all insurance companies licensed to operate in Switzerland, the amounts of compensation from one insured event exceed CHF 1 billion, the amounts of compensation payable to the individual claimants shall be reduced such that the aggregate amount does not exceed this sum.

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

Losses at different times and in different locations shall be treated as one event if they can be traced to

the same atmospheric or technical cause.

### 3. On occurrence of earthquake damage

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

### B4 What deductible is borne by the claimant?

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

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

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

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

### B5 When is the deductible due?

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

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

In particular, payment will be postponed

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

## C. Home Assistance

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

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

### C1 What benefits are insured?

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

- a) Referral service. On request, the company shall provide the insured persons with contact details for tradesmen, insurance specialists and advisors on construction financing and mortgages.
- b) Forwarding of information in emergencies. At the request of the insured person, and within the context of the instructions received and transmission possibilities, the company shall forward information to the insured person's family members or employer.

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

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

- c) **Breakdown assistance - Key service.** In the event of loss or theft of keys to the insured person's home, or if the locking mechanism has been damaged due to a burglary, or if the locking system and any other security system are defec-

tive, the company shall arrange and pay for a locksmith.

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

- d) **Breakdown assistance - Electrical service.** In the event of a breakdown, short-circuit or failure of the electrical system in the policyholder's home, the company shall arrange and pay for an electrician to carry out the necessary emergency measures. Electrical appliances and hi-fi systems are excluded. This benefit shall be limited to CHF 1000 per event.

The costs of the materials shall be borne by the policyholder.

- e) **Breakdown assistance - Sanitation and heating systems.** In the event of a breakdown or failure of the sanitation, ventilation, air-conditioning or heating systems or in the event of blockage of water pipes in place at the insured location, the company shall arrange and pay for a specialist in connection with the necessary emergency measures.

This benefit shall be limited to CHF 1000 per event.

The costs of the materials shall be borne by the policyholder.

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

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

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

- a) **Immediate measures – involvement of specialists around the clock.** If damage due to an

insured event occurs at the insured person's place of residence during their absence, the company shall take the necessary immediate measures; in particular, it shall take care of the necessary formalities and the sealing off of the premises by specialists.

This benefit is limited to CHF 1000 per insured event.

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

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

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

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

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

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

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

This benefit is guaranteed within the framework of the local options available, subject to the conditions imposed by vehicle rental companies. It is limited to CHF 1000 per event.

If necessary, the company shall organize storage of the furniture. The storage costs shall be borne by the insured person.

The total benefits in connection with the removal of furniture are limited to CHF 1000 per event.

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

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

If the damaged place of residence is still uninhabitable 30 days after occurrence of the damage, the company shall organize and pay for transportation of the furniture to the new place of residence within

Switzerland, provided that this is at a maximum distance of 50 km from the damaged place of residence. The shortest route shall apply.

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

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

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

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

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

This benefit is limited to CHF 1000 per insured event.

**i) Purchase of essential items.** If toiletries and clothing belonging to the insured person and the persons living with him/her in the same household were destroyed in an insured event, the company shall pay for the purchase of essential items, subject to provision of receipts, up to an amount of CHF 1000 per person covered by the insurance, on the condition that these purchases were made within two working days of the loss occurrence.

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

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

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

This benefit shall be limited to 5 calls per year and per policyholder.

Medical costs are not covered by this insurance policy.

## C2 When are coverage and liability excluded?

### 1. The company shall not provide benefits

- for events which had already occurred at the time when the insurance contract was concluded;
- for events in connection with wars, riots, revolution, civil unrest or insurrection, if the insured person was actively involved in these events;
- for events in connection with the consumption of excess alcohol, or the misuse of drugs and medication;
- for events in connection with intentional criminal acts or misdemeanors or an attempt to commit such acts or misdemeanors;
- for measures which were not arranged by GENERALI or its Service Call Centre;
- for costs of work performed legally or contractually by persons performing national service, the fire brigade, the police and other

parties obliged to help.

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

## D Legal protection insurance for contracts

### D1 Service providers

The legal protection is provided by Fortuna Legal Protection Insurance Ltd, with registered office in Adliswil, hereinafter referred to as Fortuna.

### D2 Insured persons

The insurance covers the policyholder and his or her partner and their children to the age of 25, insofar as these persons live in the same household as the policyholder.

### D3 Scope and duration

Insurance cover applies for legal cases arising during the term of validity of the insurance contract PRISMA Flex and reported to Fortuna during this period. The determinant point in time is date of the alleged or actual breach of contractual obligation. Insurance cover applies for legal cases provided that the place of jurisdiction is in Switzerland and Swiss law applies. The Principality of Liechtenstein is considered equivalent to Switzerland.

### D4 Benefits

1. In the event of a legal dispute covered under the following provisions, Fortuna shall provide the following benefits up to a total sum of CHF 250,000.-:

- Lawyers' fees;
- Costs of expert opinions ordered by Fortuna or the court;
- Court and other procedural costs

imposed on the insured person;

- Court costs that the insured person is ordered to pay the counterparty;
- Collection costs for compensation awarded by the court or in a settlement to the insured person in a legal dispute covered and handled by Fortuna;
- Fortuna's internal handling costs for the direct processing of the claims.

2. In private law matters that are **not covered**, Fortuna shall provide the insured persons with **telephone consultations** by its internal legal services where Swiss law is applicable. Such benefits shall not be subject to any legal obligation and shall be limited to one telephone consultation per legal matter.

3. The following shall not be indemnified by Fortuna:

- a) Benefits not expressly mentioned in Para. 1 and 2 of this provision.
- b) Fines or contractual penalties imposed on the insured person.
- c) Payment of damages of any kind.
- d) Costs for which a third party would be liable if this legal protection insurance did not exist.
- e) Costs arising from a settlement that is disproportionate to the relationship between prevailing and losing or that need not be assumed by the insured person according to the legal situation.
- f) Disputes regarding claims which – after an insured event has occurred – have been assigned to an insured person, which an insured person has assigned, or which have been transferred to the insured person or could have been asserted by them by act of law.

4. Fortuna has the right, instead of indemnification pursuant to Para. 1 above, to reimburse the insured person an amount covering the economic interest, based on the material value in dispute and taking due account of trial and collection risks, in lieu of litigation, thereby discharging its obligation to indemnify.



## D5 Insured branches of law

For disputes arising from the following contractual relationships (exhaustive list) subject to Swiss private law, Fortuna shall assume the defence of the legal interests of the insured persons within the framework of the present provisions:

- Sales/purchases, exchanges, gifts, each up to a total disputed sum of CHF 50,000.-
- Hire of movable property (excluding vehicles) up to a total disputed sum of CHF 50,000.-
- Simple agency contract
- Contract for work and services involving a disputed amount of up to CHF 50,000. -
- Subscription contract
- Lending
- Package tour contract
- Hotel accommodation contract
- Cleaning contract
- Education and training contract, provided it was not concluded in connection with the compulsory schooling period
- Telecommunications contract

## D6 Restrictions to the scope of insurance cover

Defence of the legal interests of the insured person is not covered:

- a)** In all matters not specified in Art. D5 above;
- b)** In connection with laws governing taxation and duties, church laws, aliens laws, public construction and planning laws, expropriation procedures, corporate law, intellectual property law, patent law, marriage and family law, inheritance law etc.;
- c)** Against Generali or Fortuna and against persons engaged to defend the interests of the insured person;
- d)** In connection with or in respect of any primary or secondary self-employment or professional activity;
- e)** In connection with social aid or social assistance law, etc., such as in respect of social aid, social assistance and/or support benefits and for AHV/IV supplementary benefits;
- f)** As a participant in brawling and fighting, in honour-related infractions and in disputes in connection with infringement of personal rights;
- g)** In connection with new construction or remodelling or other contracts for works and services concerning a property (including condominium property) where an official permit is required for individual pieces of work or for all work, and in connection with or under contracts related to real estate and/or the ownership of land (including condominium property), and mortgages;
- h)** In relation to or in connection with the acquisition and sale (purchase, exchange, gift, cession, etc.) of investments in companies and claims and in relation to or in connection with bank, stock market, forward, financial, speculative and investment transactions or in respect of matters connected with investments in companies;
- i)** Arising from mandate relationships of boards of directors or similar functions in simple partnerships or commercial partnerships or cooperatives, from mandate relationships of foundation boards or as executive committee member of an association, from employment contracts of professional athletes and trainers and vis-à-vis lawyers, legal and financial advisers, tax advisers, notaries, fiduciaries, trustees and accountants;
- j)** As owner, holder, user, borrower or hirer of motor vehicles, aircraft and motorised water vessels and from legal transactions concerning motorised transport;
- k)** In matters that are subject to the Debt Enforcement and Bankruptcy Act (SchKG) and in the case of the pure collection of debts;
- l)** In defence against third-party claims for damages;
- m)** In disputes between family members (including relatives and in-laws) and in disputes between persons covered under the same policy;
- n)** In connection with wars or war-like events, violations of neutrality, riots, lockouts, strikes, unrest of all kinds and violent public mob actions or terrorist events;
- o)** In disputes in connection with actual or attempted criminal behaviour (crime, misdemeanour, infraction) of which the insured person is accused (whether deliberate or due to negligence);
- p)** When dealing with proceedings before international or supranational courts;
- q)** With regard to all claims (such as receivables, claims for damages and/or satisfaction) and proceedings (such as civil, criminal and/or administrative proceedings) relating to any of the abovementioned exclusions.

## D7 Management of a claim

1. As soon as the insured person becomes aware of a legal dispute that might result in Fortuna's involvement, he or she must inform Fortuna in writing at the following address:

Fortuna Legal Protection Insurance  
 Soodmattenstrasse 2  
 8134 Adliswil  
 Tel. +41 58 472 72 00  
 Fax +41 58 472 472 01  
 e-mail: info.rvg@fortuna.ch

2. Once a legal dispute has been reported, Fortuna shall discuss the procedure to be taken together with the insured person. Fortuna shall then conduct any necessary negotiations to find an amicable solution on behalf of the insured person. Fortuna reserves the right to conduct out-of-court negotiations through its own team of legal experts and lawyers before consulting an external lawyer. Fortuna shall also be entitled to authorise other representatives for this purpose.

3. Should it be necessary to enlist the services of a lawyer with regard to court or administrative proceedings for which there is a monopoly



of representation before the courts (Anwaltsmonopol), or due to a conflict of interests, the insured person may propose a suitable person provided their head office is within the district covered by the authorities responsible for the case; Fortuna shall then issue a mandate and payment commitment. Should Fortuna decline to engage this representative and in the event of a disagreement concerning the lawyer or representative to be engaged, Fortuna shall choose one of three suitable and mutually independent legal representatives proposed by the insured person.

**4.** Fortuna shall be the **sole** body authorised to issue mandates to legal representatives. The insured person agrees not to issue a mandate to any such representative unless they have received prior written authorisation to this effect from Fortuna. If written consent is granted, Fortuna can also present the payment commitment directly to the insured person. If the insured person has already engaged a lawyer or other representative, already initiated legal measures, lodged an appeal or other legal recourse before Fortuna has given its approval, Fortuna may refuse to indemnify the costs and withhold or curtail further benefits.

**5.** Fortuna may limit a payment commitment in time, make it contingent on or subject to conditions or limit it to certain legal matters or specific segments of proceedings. Likewise, Fortuna may rescind a payment commitment with immediate effect provided that this is not done at an inopportune time.

**6.** The insured person shall agree to provide Fortuna and the appointed representative with all necessary information in full and to the best of their knowledge, as well as to disclose all circumstances, submit all items of evidence without delay, and grant all necessary powers of attorney. Fortuna may set the insured person a deadline of ten days for this purpose. The insured person shall release the representative engaged from the obligation of professional confidentiality vis-à-vis Fortuna and shall authorise the representative to keep Fortuna informed of the progress of the case, to share all documents with Fortuna and to provide Fortuna with all requested

information at any time.

**7.** Settlements that contain obligations on the part of Fortuna may only be concluded by the insured person or their legal representative with Fortuna's written consent. If consent is not obtained, Fortuna may refuse to accept the obligations assumed by the insured person.

**8.** Any court costs or damages awarded to the insured person in or out of court are to be reimbursed to Fortuna up to the amount of all payments made (both external and internal).

**9.** Fortuna shall be entitled to request action to be brought initially for only an appropriate portion of claims, with action for the remaining claims delayed until the decision on the partial claims becomes legally binding.

**10.** If multiple individuals insured under the same policy have similar claims based on the same legal grounds against the same counterparty, Fortuna may require action to be brought initially for only one insured person's claim (or partial claim in accordance with Para. 9 above), with action for the other insured persons' claims to be delayed until the decision on the claim brought becomes legally binding.

#### **D8 Breach of obligations**

Should the insured person fail to fulfil their obligations as defined by law or stipulated in this contract, this may result in them losing their entitlement under the insurance.

#### **D9 Differences of opinion**

**a)** Should negotiations for an amicable settlement fail or should the insured person not accept a proposal for direct indemnity in lieu of litigation pursuant to Art. D4.4 above, Fortuna shall decide whether it is expedient to litigate.

**b)** If Fortuna decides not to initiate any further steps because it considers the matter to have no prospects of success, it shall submit a written substantiated proposal for a solution to the insured person and inform them of their rights in accordance with the following provisions. In this case compliance with deadlines pertaining to legal

recourse, forfeiture, limitation periods etc. shall become the responsibility of the insured person.

**c)** Should the insured person not accept the proposed solution, they may submit the matter within 90 days of receipt of the refusal to a Swiss lawyer or professor of law who is qualified in the matter for a decision as sole arbitrator. The arbitrator shall be chosen jointly by the insured person and Fortuna, shall decide on the basis of a simple exchange of documents, shall obtain an advance from both parties in the amount of the full anticipated cost of the proceedings and shall order the parties to pay the costs of the proceedings in accordance with his ruling. No damages shall be awarded. If the parties are unable to agree on a sole arbitrator, the applicable provisions of the Swiss Code of Civil Procedure shall apply. Should the insured person not demand such arbitration within 90 days of receipt of the refusal, it shall be deemed waived.

**d)** If – in the event that the claim is rejected by Fortuna or the proceedings meet with a negative outcome pursuant to Art. D9 (c) of this provision – the insured person initiates legal proceedings at their own cost and risk and secures a judgement that is more in their favour than the solution laid down in writing by Fortuna or the result of the proceedings pursuant to Art. D9 (c) of this provision, Fortuna shall pay the costs incurred up to the maximum guaranteed amount.

### 3. Personal liability insurance

#### A. Scope of the insurance

##### A1 What is covered by the insurance?

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

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

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

##### A2 What damages are insured?

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

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

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

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

However, **the insurance shall not cover** the costs of eliminating a dangerous situation (B1 paragraph 1) or

the costs of loss prevention measures taken as a result of snowfall or ice formation.

##### A3 Who is insured?

Depending on the agreement reached:

###### 1. Individual insurance

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

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

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

###### 2. Family insurance

In addition to the persons listed above:

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

- c) persons who are under the parental supervision of the policyholder, his/her spouse or persons living in the same household, even if such persons do not live in the same household as the policyholder;

- d) the other persons who live permanently in the same household as the policyholder.

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

###### 4. Senior citizens' insurance

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

##### A4 What is the contingency cover?

###### 1. Individual insurance

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

## 2. Family insurance

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

### A5 What benefits are provided by the company?

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

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

### A6 When and where does the insurance coverage apply?

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

### A7 In what capacity are you insured?

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

#### 1. Private individual

arising from their behavior in their everyday life;

#### 2. Head of a family

- a) for loss or damage caused in private life by a person who lives within his/her household;

- b) under family insurance, the liability of a third party as the head of a family is also covered for damages caused by the policyholder's children who are still minors and cohabitants of the policyholder who are still minors, while they are temporarily living with this third party.

### 3. Person with impaired judgement

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

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

### 4. Foster-child

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

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

### 5. Tenant or owner of buildings and premises

Depending on the agreement reached:

#### 5.1 Tenant of buildings and premises

- a) Tenant of an apartment, a room or a single-family house, or of a hobby and storage room, if these premises are lived in or used by the policyholder.
- b) The insurance also covers liability for damage to the rented object itself and to the associated installed equipment, as well as to parts of

the building, premises, installations and equipment used communally, and liability for the share of damages to be borne by the insured person pursuant to their tenancy agreement in the event of damage to parts of the building, premises, installations and equipment used communally by all building residents if the person who caused such damage cannot be found.

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

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

### 5.2 Home owner

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

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

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

sionally cleaned and maintained at the intervals prescribed.

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

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

#### 6. Tenant or owner of single-family holiday home

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

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

#### 7. Condominium owner or co-owner

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

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

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

#### 8. Keeper of domestic animals

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

In their capacity as a keeper of ani-

mals, the insurance shall also cover persons who temporarily take care of the domestic animal of an insured person, and for whom this is not a professional occupation.

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

#### 9. Person responsible for entrusted items

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

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

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

- damage to motor vehicles and aircraft (including hang-gliders) and to boats, ships and windsurfers (subject to A8 para. 1). The insurance, however, shall cover damage to motorcycles;
- damage to horses and to their tack or driving equipment (subject to A8 para. 7);
- claims arising from the destruction, damage or loss of precious objects or valuables (jewellery or watches which replacement value at the time of the loss event exceeds CHF 2'000, furs, works of art etc.), collector's items, cash, securities, documents, plans and technical drawings, as well as software or computer data;
- rights of recourse and compensatory claims of third parties for services rendered to injured parties;
- damage to items of property upon which an insured person is performing an activity in exchange for remuneration or which he/she has assumed in the capacity of his/her main, secondary or part-time

occupation;

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

#### 10. Host

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

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

The company's benefits are limited to CHF 2,000 per loss event.

b) Guests are deemed to be persons who are authorized to be present in the rooms, apartments or buildings inhabited by the insured person (including the surrounding area).

c) The following are not deemed to be guests:

- tradesmen, suppliers and other persons who are present in order to perform contractual or commercial duties;
- tenants or sub-tenants of rooms, apartments and buildings belonging to the insured persons;
- all persons listed under A3.

#### 11. Keeper and user of bicycles

and motor vehicles deemed equivalent to bicycles with respect to liability and insurance.

a) The insurance coverage is limited to that part of the compensation which exceeds the guarantee sum specified in the insurance prescribed by law (supplementary insurance). If, however, no legally prescribed insurance has been concluded or if the driver is not in possession of the legally prescribed driver's license, claims shall not be covered by this insurance. This exclusion does not apply to loss or damage caused by



children of pre-school age.

- b) If no insurance is legally prescribed, then the insurance shall cover claims for the full damages.

### 12. Keeper and user of watercraft

The insurance covers the liability of keepers and users of watercraft which are not machine-driven, sailing boats without an engine whose sail area does not exceed 15 m<sup>2</sup>, and surfboards.

### 13. Sports person

excluding:

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

- professional sports;
- aviation (including parachuting and hang-gliding);
- motorsport.

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

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

### 15. Marksman and person in possession of firearms

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

### 16. Principal

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

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

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

### 18. Employer

for damages caused by private domestic personnel (including assistants) employed in the policyholder's household, as well as any other

person connected to the policyholder by way of an employment contract, in the fulfilment of their duties for the household (A7. para. 5.2)

### 19. Independant professional

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

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

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

The activities of independant professionals are insured up to a maximum annual revenue of CHF 25000.-. If this amount is exceeded, the private civil liability insurance shall not guarantee any cover.

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

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

### 20. Passenger in third-party motor vehicles

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

- a) the legal liability of the insured persons, insofar as the liability is not covered by the liability insurance concluded for the vehicle in question and valid at the time of the loss event;

- b) payment of the additional premium resulting from actual downgrading in the premium scale (loss of bonus) under the liability insurance concluded for the vehicle in question, up to a maximum of 200% of the gross annual premium.

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

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

## A8 What is insured only by special agreement?

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

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

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

- a) claims against an insured person as the driver of third-party motor vehicles, insofar as the liability is not covered by the liability insurance concluded for the vehicle in question and applicable at the time of the loss event;
- b) payment of the additional premium resulting from actual downgrading in the premium scale (loss of bonus) under the liability insurance concluded for the vehicle in question, up to a maximum of 200% of the gross annual premium. Payment of the additional premiums shall lapse if the company reimburses the motor vehicle insurer for the cost of the claim.



- c) The insurance covers collision damage to the actual vehicle used. Collision damage is deemed to be damage arising involuntarily by a sudden violent event with an external cause.
- d) If for the vehicle in question there is a comprehensive insurance policy, the company shall pay only any contractual deductible which the comprehensive insurer may charge the policyholder, and also any additional premium resulting from the subsequent actual downgrading in the premium scale (loss of bonus insurance) on the assumption that, during the calculation period, no further loss will affect the bonus and no further change will be made to the premium or the bonus system. Payment of the additional premiums shall lapse if the company reimburses the comprehensive insurer for the cost of the claim.
- e) In the event of damage to vehicles used, the insured person shall pay the first CHF 500 per event.

**The insurance shall not cover:**

- f) damage to rented vehicles and to vehicles which are used regularly or for commercial purposes;
- g) damage to vehicles made available to an insured person:
- in connection with their main or secondary occupation,
  - by their employer or principal,
  - by another insured person pursuant to A3;
- h) damage to a vehicle in exchange for the insured person's own vehicle for use;
- i) claims arising from use of a vehicle in violation of legal or official regulations, or arising from journeys which are not permitted;
- j) claims arising from accidents occurring during trips on racetracks or road surfaces designed for such purposes, as well as in participation in training runs or off-road competitions or when taking a driving course, although any damages occurring in Switzerland during

driving courses prescribed by law are and given by licensed instructors shall be covered;

- k) rights of recourse and compensatory claims under the insurance concluded for the vehicle in question.

**2. Waiver of right to reduce insurance benefits**

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

**3. Huntsmen**

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

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

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

**4. Keepers of model aircraft**

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

**The insurance shall not cover claims for damages:**

- to model aircraft and the materials used for their operation;
- due to non-compliance with official or legal flight restrictions;
- arising from the use of model aircraft by insured persons who do

not possess the required licenses and permits.

**5. Keepers of wild animals**

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

**6. Keepers or owners of race-horses**

without their own stable.

**The insurance shall not cover claims for damages:**

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

**7. Hirers or borrowers of horses**

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

a) The benefits are limited to the sum insured per loss event which is specially agreed upon for this type of coverage.

b) The coverage also applies in the event of competitions as part of courses or school training, fox-hunting

and dressage tests, but not for any other horse-riding events.

c) The insured person shall bear a deductible of CHF 500 per loss event.

**A9 In what cases does the insurance coverage not apply?**

The insurance does not cover claims:

- a) for damage affecting an insured person (see A3) or another person living in the same household with him/her, and for damage to property belonging to such persons (with the exception of property belonging

to employees and assistants of an insured person pursuant to A3 para. 1 c) and d));

- b) arising from the performance of a main occupation (subject to A7 para. 19) or the running of an agricultural estate or company;
- c) for damage caused deliberately or in the event of voluntary participation in crimes or offenses, and for damage to property which an insured person has taken possession of temporarily or permanently without the right to do so;
- d) on the basis of contractually assumed liability exceeding that prescribed by law, and in the event of non-compliance with legal or contractual insurance obligations;
- e) arising from the person's liability as the keeper of and from the use of motor vehicles, trailers drawn by such vehicles and towed vehicles, insofar as obligatory insurance must be concluded under Swiss road traffic legislation (subject to A8 para. 1);
- f) arising from the person's liability as the keeper of and from the use of aircraft of all types, for which liability insurance must be concluded under Swiss legislation or which are registered abroad (subject to A8 para. 4);
- g) arising from the person's liability as the keeper of and from the use of watercraft of all types, for which liability insurance must be concluded under Swiss legislation or which are registered abroad;
- h) for damage to aircraft and watercraft (including hang-gliders and surfboards) and to motor vehicles which an insured person has assumed for use or is taking care of (subject to A8 para. 1). The insurance, however, shall cover damage to motorcycles;
- i) for damage due to wear and tear (e.g. to walls, ceilings, wallpaper, paintwork etc.) and other damage caused by gradual effects;
- j) for damage which could have been expected to occur with a high degree of likelihood or was taken into

account;

- k) for damage to hired or borrowed riding or draught animals (subject to A8 para. 7);
- l) for damage to property upon or with which an insured person is performing an activity in the capacity of their main or secondary occupation or any other activity in exchange for remuneration;
- m) arising from the person's liability as a facility owner (subject to A7 para. 5.2);
- n) arising from the person's liability as a principal (subject to A7 para. 16);
- o) for damage caused by ionizing radiation or by the use of laser or maser beams;
- p) in connection with the transmission of infectious diseases;
- q) arising from the loss or damage of data and programs (software);
- r) for loss prevention costs (subject to A2);
- s) for damage in connection with asbestos, chlorohydrocarbons (CHC), chlorofluorocarbons (CFC) or urea formaldehyde.

## **B Claims**

### **B1 What obligations are incumbent upon insured persons?**

1. The insured persons are obliged to eliminate any risk which could cause damage and which the company has requested should be eliminated, within an appropriate period of time and at their own cost.
2. If an insured person breaches the obligations incumbent upon him/her as a result of this contract (e.g. A7 para. 5.2 c)), the obligation to provide said person with the insurance benefits shall lapse. This disadvantage shall not apply where the circumstances are such that the breach of obligations may be deemed to be without fault, or where the loss would have occurred even if the obligation had been fulfilled.

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

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

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

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

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

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

3. As a rule, the company shall pay

the compensation directly to the injured parties; if no deductible is applied, the insured person must refund this amount to the company with no objections.

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

## 4. Luggage insurance

### A. Scope of the insurance

#### A1 What property is insured?

##### 1. The insurance covers:

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

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

##### 2. The insurance shall not cover:

- a) motor vehicles, trailers, motorcycles, caravans, mobile homes, including any accessories;
- b) watercraft for which mandatory liability insurance is required, as well as those that are not taken home regularly after use, including any accessories;
- c) aircraft that must be entered in the aircraft register;
- d) property that is or must be insured with a cantonal insurance office;
- e) valuables for which special insurance exists. This clause shall not apply if the insurance referred to here contains a clause to the same effect;
- f) monetary assets, i.e. money, securities, savings books, precious metals (in the form of stocks, bars or merchandise), coins and medals, loose precious stones and pearls;
- g) vehicles (bicycles, boats, push-chairs etc.) and sporting equipment (surfboards, skis with accessories etc.) during their use.

#### A2 Where does the insurance coverage apply?

Worldwide. However, it shall not apply:

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

#### A3 What risks and damages are insured?

##### 1. The insurance covers:

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

##### 2. The insurance shall not cover:

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

#### A4 What benefits are insured?

##### a) In the event of damage

The company shall pay the costs of repairing the damaged objects, but at most the replacement value,

i.e. the amount required for replacement with a new article at the time of the loss. The residual value will be deducted from the compensation. Sentimental value shall not be taken into account.

##### b) In the event of misplacement or total loss

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

##### c) Costs

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

##### d) Misdirected luggage

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

##### e) Maximum compensation

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

### B. Claims

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

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

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

her claims to the company up to the amount of the compensation received and provide evidence that may assist in the pursuit of such claims.



## 5. Personal valuables insurance

### A. Scope of the insurance

#### A1 What property is insured?

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

#### A2 Where does the insurance coverage apply?

The insurance shall apply:

- a) to jewellery, watches, furs, musical instruments and photographic/film equipment:
- at the policyholder's place of residence specified in the policy and located in Switzerland, the Principality of Liechtenstein or in the enclaves of Büsingen and Campione, or in a bank safe; for furs which are put into storage for the summer, liability also extends to the storage facility in Switzerland, the Principality of Liechtenstein or in the enclaves of Büsingen and Campione;
  - during temporary stays outside the place of residence and for travel worldwide for a maximum of 24 months (see also Art. A4);
- b) for paintings and works of art at the location in Switzerland, the Principality of Liechtenstein or in the enclaves of Büsingen and Campione specified in the policy;
- c) in the event of a change of residence in Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione, during the move and at the new place of residence. The company must be notified of any change of residence within 30 days. The company shall be entitled to terminate the insurance contract within 14 days of receiving this notice. The insurance cover shall expire four weeks after notice of termination is received by the policyholder. If the policyholder moves abroad or takes up residence in a hotel as a permanent resident, the insurance cover shall expire on the date when the notice of termination is received by the policyholder.

#### A3 What risks and damages are insured?

1. **The insurance covers** loss or damage caused by theft, robbery, loss, misplacement, destruction or damage.
2. **The insurance does not cover:**
  - a) theft of jewellery and watches from inside a motor vehicle, trailer, caravan, mobile home, motor boat or sailing boat, or aircraft, even if securely locked;
  - b) loss of, or damage to insured items arising while they are entrusted to a third party for transportation or in the event of a change of residence;
  - c) loss or damage as a result of destruction or damage caused by cleaning, restoration or renewal of the insured items by a third party;
  - d) loss or damage caused by wear and tear, and damage arising from gradual effects, as well as wear and tear or breakage to the mechanism or glass of clocks and watches;
  - e) loss or damage arising from the effects of light, chemical or climatic influences, changes to the color of paintings or furs, damage to the finish on musical instruments;
  - f) damage to live electrical and electronic musical instruments and photographic/film equipment caused by the effect of the electrical energy itself;
  - g) scratches, marks, abrasions and other color damage, as well as chip damage;
  - h) loss or damage arising from faulty operation, instructions or information;
  - i) loss or damage caused by vermin;
  - j) loss or damage arising from theft by persons living with the policyholder in the same household;
  - k) loss or damage arising from embezzlement or misappropriation;
  - l) loss or damage arising from forced sale under debt enforcement law

or confiscation by state bodies;

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

#### A4 What benefits are insured?

##### a) In general

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

##### b) Jewellery and watches

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

are worn or under constant personal supervision, or

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

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

### B. Claims

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

The claimant must:

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

**B2 How are damage and compensation determined?**

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

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

Sentimental value shall not be taken into account.

- e) The company is not obligated to assume property which has been salvaged or damaged.
- f) The company may pay the com-

pensation in cash or in kind, at its own discretion.

**B3 How is the expert procedure conducted?**

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

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

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

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

**B4 When is the compensation reduced?**

- a) In the event of under-insurance

If the sum insured is less than the replacement value, the loss or damage shall only be compensated based on the ratio of the sum insured to the replacement value (under-insurance). Calculation of any under-insurance shall be performed for each individual insured item of property.

- b) In the event of a culpable breach of the duty of care

Where duties to exercise due care, legal or contractual security provisions or other obligations are culpably breached, or in the event of an increase in risk that is not notified to the company, the compensation may be reduced by the extent to which the occurrence or extent of the loss was influenced through such behavior.

**B5 What deductible is borne by the claimant?**

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

**B6 When is the compensation due?**

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

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

In particular, payment will be postponed

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

**B7 What happens if property is recovered?**

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

## 6. Gardens and crops insurance

### A. Scope of the insurance

#### A1 What property and costs are insured?

##### Gardens and crops

##### 1. The insurance covers:

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

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

##### 2. The insurance shall not cover:

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

##### Costs

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

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

#### A2 What risks and damages are insured?

**1. The insurance covers damage** caused by:

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

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

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

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

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

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

##### 2. The insurance shall not cover:

- a)** damage arising from the effects of smoke, either gradual or according

to the provisions of the law;

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

#### A3 What benefits are insured?

The insurance is concluded at replacement value.

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

#### A4 What general exclusions of liability apply?

##### The insurance shall not cover:

- a)** damages caused by the following events: war, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and measures taken against them, as well as earthquakes or volcanic eruptions;
- b)** damages caused by nuclear energy.

Insurance coverage shall be provided, however, if the policyholder can prove that the loss or damage is not connected to these events.

### B. Claims

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

The claimant must:

- a)** inform the company immediately;
- b)** provide the company, in writing, with information about the cause, extent and detailed circumstances

surrounding the loss or damage, and allow the company to conduct any investigations required in relation to the claim;

- c) provide the particulars required to substantiate the claim and the extent of the obligation to provide compensation;
- d) as far as possible, during and after the loss event, take any measures necessary to preserve or salvage the insured property and to minimize the loss and comply with any instructions given by the company;
- e) refrain from making any changes to the damaged property that might make it difficult or impossible to establish the cause of the damage or the amount of the loss, insofar as such changes are not made for the purpose of minimizing the loss or in the public interest;
- f) give the company access to the damaged items of property.

## **B2 How are damage and compensation determined?**

### **1. How is the damage determined?**

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

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

### **2. How is the compensation calculated?**

#### **2.1 For gardens and crops**

- a) The compensation due is calculated on the basis of the cost of replacing the insured items at the time of the loss as well as the labour costs necessary for this replacement. It is limited to the amount of the sum insured.

- b) In the event of partial damage, only the costs of repair shall be compensated.

#### **2.2 Costs**

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

#### **B3 What deductible is borne by the claimant?**

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

#### **B4 When is the compensation due?**

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

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

In particular, payment will be postponed

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