

# Motor vehicle insurance

Customer information  
General Conditions of Insurance (GCI)



We are here to answer  
your questions.

**Zurich Help Point: 0800 80 80 80**  
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## Product overview

Benefits					
Third party liability insurance					
Third party liability incl.bonus protection					
Coverage for gross negligence liability	●				
Accidental damage insurance					
Collision incl.bonus protection	Comprehensive cover	Partial casco	●		
Coverage for gross negligence collision			●		
Theft			●		
Natural hazards			●		
Fire			●		
Animals			●		
Glass/Glass PLUS			●		
Vandalism			●		
Martens			●		
Parking damage/Parking damage PLUS <sup>1</sup>			●		
Items transported (incl.electronic devices <sup>2</sup> )				●	
Cyber attack (for passenger cars)				●	
Interior protection (valid for passenger cars and vans)				●	
Wheel rim and tire protection <sup>2</sup>				●	
Protective clothing (for motorcycles)				●	
E-Mobility Protect (valid for electric and plug-in hybrid cars)					
Battery PLUS		●			
Charging station and accessories protection		●			
Charging card and app protection		●			
Accident insurance (passengers)					
Death	●				
Disability	●				
Daily allowance	●				
Hospital allowance	●				
Medical expenses	●				
Roadside assistance <sup>3</sup>					
CH/FL	●				
CH/FL with replacement vehicle	●				
Europe with replacement vehicle	●				
Legal protection					
Traffic legal protection	●				

● Optional coverage modules

<sup>1</sup> valid for passenger cars, vans, motorcycles, trailers, minibus and coaches

<sup>2</sup> valid for passenger cars, vans and motorcycles

<sup>3</sup> valid for motor vehicles up to 3'500 kg and motorhomes up to 9'000 kg

The content of the policy and the General Conditions of Insurance shall apply.

## Customer information

The following customer information provides an overview of the insurance company and the main content of the insurance contract. The rights and obligations of the contracting parties are derived definitively from the contract documents (application/offer, policy, insurance conditions), and the applicable laws, particularly the Swiss Federal Law on Insurance Contracts (ICA).

After acceptance of the proposal/offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal/offer.

### Who is the insurer?

Zurich Insurance Company Ltd, which has its main office at Mythenquai 2 in 8002 Zurich (Zurich), and concerning legal protection insurance Orion Legal Protection Insurance Company Ltd, which has its main office at Aeschenvorstadt 50, 4051 Basel (Orion), both of which are supervised by FINMA, the Swiss Financial Market Supervisory Authority (Laupenstrasse 27, 3003 Bern).

### Which risks are insured and what is the scope of the insurance coverage?

The insured risks and the scope of the insurance coverage follow from the contractual documents and are restricted by the exclusions listed there.

The following insurances essentially protect against the following risks or include the following benefits (in each case within the scope of the agreed sums insured):

- **Third party liability insurance:** Provides coverage if third parties assert claims against the policyholder for personal injury or property damage arising from the use of the insured vehicle and these claims are based on statutory liability provisions. Pays justified claims and defends against unjustified claims.
- **Accidental damage insurance:** Pays for damage to the insured vehicle that occurs against the policyholder's will, e.g. due to theft, fire, natural hazards, animals, vandalism, glass or martens (partial casco) or – if additionally agreed – for damage caused by sudden, violent external influences, e.g. as a result of an accident caused by you (collision accidental damage). The collision accidental damage insurance and partial casco insurance together make up comprehensive insurance.
- **E-Mobility Protect:** Provides additional coverage for certain damage to the high-voltage battery of the insured electric or plug-in hybrid vehicle that is not covered by accidental damage insurance (e.g. due to operating errors or overvoltage), to the charging station and charging accessories, as well as in the event of loss and misuse of a charging card or misuse of a charging app.
- **Accident insurance:** Provides the agreed compensation (sum insured, daily allowance, reimbursement of medical expenses) in the event of accidents while using the

insured vehicle or a third-party vehicle or while rendering assistance to other road users.

- **Roadside assistance:** Provides organizational and financial assistance if the insured vehicle can no longer be used as a result of a breakdown or accidental damage.
- **Legal protection insurance (Orion):** Provides the policyholder with legal protection (e.g. by handling legal cases, assumption of legal fees and compensation for proceedings) in road traffic-related legal areas (e.g. tort, criminal law, withdrawal of identity cards and insurance and vehicle contract law).

Important exclusions include damages:

- To the insured vehicle due to wear and tear and similar damages (operational damages);
- While taking part in motor races, rallies and similar competitions, as well as any driving on racetracks, including any secondary tracks;
- If, at the time of the accident, the driver has a blood alcohol level of 1.6‰ or more or is unfit to drive;
- Caused by particularly flagrant disregard for the permissible speed limit, hazardous overtaking or participation in an illegal race with motor vehicles;
- In connection with the intentional or attempted commission of criminal offences and misdemeanors;
- Arising from warlike events, violations of neutrality, revolution, rebellion, or damages in the event of civil unrest (acts of violence at riotous assemblies, riots or disturbances), or damages while the vehicle has been requisitioned by the authorities;
- In the event of earthquakes, volcanic eruptions or damages resulting from nuclear stations or devices;
- If, journeys are not permitted by law or not allowed by the authorities.

### Is the insurance on a fixed-sum/indemnity basis?

In principle, this insurance provides insurance on an indemnity basis. The loss that arose out of the insured event is decisive for justifying and determining the amount of the insurance benefits. Accident insurance makes an exception, as the coverage modules such as death, disability, daily allowance, hospital allowance provide insurance on a fixed-sum basis; the loss that arose out of the insured event is not decisive for the remittance and amount of the insurance benefits. The benefits can be provided in addition to other benefits.

### Which premium is due?

The premium amount due depends on the insured risks and the desired level of insurance coverage. The contractual documents include all information about premiums and any applicable fees (e.g., taxes or payment in installments). The premium must be paid at the beginning of the

insurance period, unless the contractual documents stipulate another term or the premium invoice specifies a later due date.

Zurich can adjust the premium and the insurance conditions for a new insurance year. In this case, the policyholder has a right to terminate the insurance policy according to the insurance conditions.

### Which other obligations does the Policyholder have?

The insurance conditions and the ICA determine the obligations. Important obligations are, for example:

- Reporting if a declared fact has changed;
- Reporting an insured event (notification of claim) to Zurich immediately by telephone at 0800 80 80 80 or +4144 628 98 98 when calling from outside Switzerland and to Orion at 0612852727 or in writing or in another form that makes it possible to provide proof in text form (e.g., at [www.zurich.ch/notification-claim](http://www.zurich.ch/notification-claim) and [www.orion.ch](http://www.orion.ch)); in case of roadside assistance Zurich must be informed by telephone;
- Collaboration during clarifications (in the event of a loss, in the event of changes in risk, etc.);
- Looking after insured property and protecting it through suitable measures;
- Making sure to minimize the damage and not recognize any claims.

### When does insurance coverage begin and when does it end?

The insurance begins on the day stated in the proposal/offer or in the policy itself. The insurance coverage applies to damage that are caused after the beginning of the insurance and before the end of the contract. In the case of the legal protection insurance, the legal case, as well as the need for legal protection, must occur during the period of insurance.

If an insurance certificate has been issued, Zurich will provide provisional insurance coverage in accordance with applicable law or the terms of contract until the policy is issued.

The contract is generally terminated by way of ordinary termination. This form of termination is possible until no later than 3 months before the expiration of the contract or, if so agreed or legally stipulated, the insurance year. If the contract is not terminated, it shall be automatically extended for an additional year. Limited-period contracts without a renewal clause end automatically on the day specified in the application/offer or policy.

The insurance conditions and the ICA contain other possible termination options.

### Can the contract be revoked?

The policyholder may revoke their application to conclude the contract or the declaration to accept it in writing or in another form that makes it possible to provide proof in text form (e.g., by sending an email) within 14 days. The policyholder shall have complied with the deadline if they give notice of cancellation to Zurich or to Orion on the last day of the cancellation period or post the notice of cancellation on this day.

### How do Zurich and Orion handle personal data?

Zurich and Orion process data relating to natural persons (personal data) in connection with the conclusion and the performance of contracts and for other purposes. More information on this processing (inter alia the purposes, the data recipients, the storage and the rights of the data subjects) can be found in the privacy policies of Zurich and Orion. The privacy policy of Zurich can be accessed at [www.zurich.ch/data-protection](http://www.zurich.ch/data-protection) or obtained by contacting Zurich Insurance Company Ltd, Data Protection, PO box, 8085 Zurich, [datenschutz@zurich.ch](mailto:datenschutz@zurich.ch). The privacy policy of Orion can be accessed at [www.orion.ch](http://www.orion.ch) or obtained by contacting Orion Legal Protection Insurance Ltd, Data Protection, PO box, 4002 Basel, [datenschutz@orion.ch](mailto:datenschutz@orion.ch).

### Does the broker receive remuneration?

In the event that a third party, such as an independent broker, represents the interests of the policyholder in relation to the conclusion of or advice about this insurance contract, Zurich or Orion may remunerate this third party in consideration of their activities on the basis of an agreement. The policyholder may request any specific information in this regard from the third party, if so desired.

**Prompt assistance and advice is also available by calling us toll-free at 0800 80 80 80 (or +4144 628 98 98 when calling from outside Switzerland) – worldwide and around the clock.**

To ensure optimal service, we record all customer service center calls.

In the event of differences the original German version of these General Conditions and Terms of Insurance shall prevail.



# General Conditions of Insurance (GCI) Edition 11/2021

## Common Provisions

### Art. 1

#### Contractual basis and applicable law

The rights and obligations of the parties to the contract and the scope of the insurance are stipulated in the policy, the General Conditions of Insurance (GCI) and any special conditions. A full product overview can be found on Page 3.

This contract shall be governed by Swiss law, including particularly the provisions of the Swiss Federal Law on Insurance Contracts (LIC) and the provisions of Swiss road traffic legislation (RTA).

For Policyholder with residence or registration in the Principality of Liechtenstein, the mandatory provisions of Liechtenstein Law shall take precedence in the event of deviations.

The following types of vehicle use are only insured if this has been expressly agreed and is specified in the policy:

- Commercial transport of passengers,
- Commercial rental to self-drive customers,
- Commercial use as a driving school vehicle.

### Art. 2

#### Period of coverage

The insurance shall commence on the day which is specified in the policy and applies to damage caused during the term of the contract. The provisions in Art. 503 apply for legal protection insurance.

If an insurance certificate has been issued, Zurich shall provide provisional insurance coverage:

In the case of liability insurance, this shall apply from the issuance of the insurance certificate until the delivery of the policy or rejection of the application/offer according to the following paragraph within the scope of the statutory minimum guarantee amount.

For the other insurances, coverage exists from the vehicle registration date until the delivery of the policy or the rejection of the application/offer according to the following paragraph, however, for a maximum of 30 days from the registration date, whereby the following scope of coverage shall apply on a case-by-case basis:

- If Zurich has issued an application/offer, the requested/offered insurance coverage will be granted in full;
- If Zurich has not issued an application/offer, only provisional coverage is provided for damages arising from collision and partial casco events; collision accidental damage insurance only applies for vehicles up to the 7<sup>th</sup> year of operation, partial casco insurance only applies for vehicles up to the 15<sup>th</sup> year of operation. The replacement value will be compensated; the maximum benefit

is limited to 60,000 CHF for motorcycles and 200,000 CHF for motor vehicles in the accidental damage insurance. In the case of collision accidental damage, the deductible is 1,000 CHF. If the damage is caused by a driver below the age of 25, an additional deductible of 2,000 CHF shall apply. In the partial casco insurance, the deductible of 200 CHF shall apply. The scope of coverage in partial casco insurance is limited to Art. 202.3 a)–g).

If an application is rejected, the provisional insurance coverage shall expire three days after the notification of rejection has been sent to the policyholder. Until the insurance coverage expires the premium is owed on a pro rata basis.

If a period of insurance of more than three years has been agreed, the contract may be terminated at the end of the third or each subsequent year by giving three months' notice in writing or in another form that makes it possible to provide proof in text form (e.g., by sending an email). If notice of termination of contract is not served, then it shall be renewed automatically for one year. Notice of termination shall be deemed to have been served in good time if the other party to the contract receives the notice not later than the last day before the three month period begins. Termination applies to all insurance cover provided under the policy unless specified otherwise. Where an insurance period of less than one year has been agreed, the contract ends on the date specified in the policy.

### Art. 3

#### Territorial scope

The insurance covers occurrences of loss in Switzerland and the Principality of Liechtenstein, the countries of Europe as well as the countries bordering the Mediterranean and the island states of the Mediterranean. In the event of sea transport, insurance coverage is not interrupted if the points of departure and destination lie within the territorial scope of coverage.

However, the insurance does not apply in the following countries: Belarus, Moldavia, Ukraine, the Russian Federation, Georgia, Armenia, Azerbaijan, Kazakhstan, Egypt, Algeria, Lebanon, Libya and Syria.

Roadside assistance is only valid for claims occurring in Switzerland and the Principality of Liechtenstein.

The insurance shall lapse if the owner gives up his/her residence in Switzerland or the Principality of Liechtenstein and takes up residence in another country (the Principality of Liechtenstein is not considered as a foreign country, with the exception of legal protection insurance), such lapse to take effect when the Swiss or Liechtenstein license plates are deposited with the Road Traffic Author-

ity, not later than at the end of the year of insurance in which the move takes place, or as soon as the insured vehicle is registered outside Switzerland or Liechtenstein.

## **Art. 4** **Payment of premiums and adjustment of contract**

### **4.1 Premium basics**

The premium is based on the chosen scope of insurance and the facts (material facts) given by the policyholder with regard to the insured persons and the vehicle. If one of these material facts should change, Zurich must be notified immediately in writing or in another form that makes it possible to provide proof in text form (e.g., by sending an email). In the event of a change in risk, Zurich shall consider adjusting the contract to the changed circumstances.

### **4.2 Premium adjustments**

Premiums will not be adjusted following a loss event (premium protection and bonus protection). Reorganizations in individual cases form an exception.

With declared young drivers, the premium is progressively reduced on every premium due date until reaching age 25.

### **4.3 Installment payment**

A surcharge is payable for payment in installments. Zurich is authorized to adjust this fee on the premium due date. In this case the policyholder has the right to change the payment method. Notification from the policyholder must reach Zurich by no later than the premium due date.

### **4.4 Balances**

The parties waive their right to call in balances of less than 5 CHF from premium invoices.

### **4.5 Contract amendments by Zurich**

Zurich is entitled to amend the contract (e.g. increase premiums, change terms and conditions of insurance, sums insured or deductible regulations) with effect from the following insurance year.

Zurich shall inform the policyholder of the new premiums or contract conditions no later than 25 days prior to the expiration of the insurance year. The policyholder then has the right to cancel the insurance contract in its entirety or the part affected by the change until the end of the current insurance year. The cancellation letter must be received by Zurich – in writing or in another form that makes it possible to provide proof in text form (e.g., by sending an email) – at the latest on the last day of the current insurance year. If he/she does not cancel the contract, the changes to the insurance contract shall be deemed to have been accepted.

The following are not considered grounds for termination:

- Change of charges for installments,
- Introduction or change of statutory charges (Swiss federal stamp tax, accident prevention fee, contributions pursuant to the Swiss Road Traffic Act),
- Legally or officially decreed contract amendments.

### **4.6 Consequences of default**

If the policyholder is unable to meet their payment obligations, a payment request shall be issued and the policyholder shall be liable for the dunning costs and interest in arrears. The policyholder must also bear the costs that arise for Zurich as the result of a license plate revocation.

### **4.7 Premium reimbursement**

If the contract is cancelled prematurely, Zurich shall reimburse the premium for the non-expired insurance term.

However, the premium shall remain owed for the whole insurance year:

- If the contract is cancelled in the event of total loss for which Zurich has provided compensation,
- If the policyholder terminates the contract in the first insurance year in the case of a partial loss.

### **4.8 Billing**

Zurich may offset its outstanding claims against the policyholder's claims for insurance benefits or reimbursement of premiums.

## **Art. 5** **No-claims bonus**

Zurich shall grant a bonus at the end of 3 full insurance years:

- If agreed in the policy and
- Provided no benefits were requested from the liability or collision damage insurance during this period.

The percentage rate for calculating the no-claims bonus is stated in the policy. Premiums effectively paid during the period are factored in. The bonus is paid out separately.

If benefits are requested in the event of a loss, a new period shall begin upon the onset of the following insurance year based on the date of reported loss.

The insurance year always begins on the premium due date. The first insurance year is taken into account if it lasts at least 11 months.

The following claims do not affect the no-claims bonus:

- Claims resulting from the partial casco insurance, accident insurance, roadside assistance and legal protection,
- Liability claims for which no deductible will be charged according to art. 6.4,
- Collision damage that is not the fault of the insured person and for which the full replacement value has been paid by the other party to the accident or the other party's liability insurer.

## **Art. 6**

### **Deductibles**

The policyholder must pay the agreed deductible for each event of a loss for which Zurich pays benefits.

#### **6.1 Reduction of the deductible after claim-free years**

If the policy does not exclude the reduction of the deductible after claim-free years, the following applies:

The agreed deductible shall be reduced by 500 CHF if at the end of three full insurance years no benefits were requested from the liability or collision damage insurance.

After the lapse of a further three full, claim-free years of insurance the deductible shall be reduced for a second time by 500 CHF. However, the deductible cannot fall below 0 CHF.

From the date of the first reported loss, the deductibles agreed in the policy for third-party liability and collision damage shall apply again. The new period shall begin upon the onset of the following insurance year based on the date of reported loss.

The insurance year always begins on the premium due date. The first insurance year is taken into account if it lasts at least eleven months.

Partial casco damage and occurrences of loss falling within the scope of Art. 6.4 will not be considered.

#### **6.2 Reduction of the deductible for the glass and glass PLUS insurance**

Unless Help Point PLUS has been agreed, the agreed deductible for Glass or Glass PLUS coverage is reduced by 200 CHF if the repair of the glass damage is organized by Zurich and carried out by a garage assigned by Zurich.

However, the deductible cannot fall below 0 CHF.

#### **6.3 Recovery of the deductible**

If Zurich has directly indemnified the liability claims of the injured party, the policyholder must reimburse Zurich for the indemnity payment up to the amount of the agreed deductible, irrespective of who was driving the vehicle at the time of the occurrence of loss. If the policyholder fails to comply with his/her payment obligation within four weeks of receiving notification from Zurich he/she will be requested to make payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder is not heeded, the contract shall expire in its entirety by the end of the reminder period. The consequences of default pursuant to Art. 4.6 are reserved.

#### **6.4 Removal of deductible**

The deductible is removed in the liability insurance:

- If the compensation had to be paid, although no insured person was at fault (strict liability),
- For damage occurring in the case of joy rides if the owner is not to blame for the misappropriation of the vehicle,
- If the event of a loss turns out to have no consequences,

- If the policyholder reimburses Zurich for the losses incurred within 30 days after he/she has received notification of settlement.

#### **6.5 Driving lessons and driver examination**

The liability insurance deductible does not apply for losses occurring during driving lessons given by a driving instructor holding an official license or during an official driver examination.

#### **6.6 Towing vehicle and trailer**

If a towing vehicle and trailer are insured with Zurich and both sustain loss or damage in the same event of a loss, you shall only be required to bear one deductible. If the deductibles differ, the higher deductible will be deducted.

#### **6.7 Items transported and protective clothing**

In general no deductible applies for items carried or protective clothing.

## **Art. 7**

### **Interchangeable license plates**

If insurance is concluded for vehicles travelling with interchangeable license plates, it applies:

- To the full extent for the vehicle bearing the license plates in accordance with the rules;
- For the vehicle not bearing these license plates only if the damage does not occur on a road open to public traffic.

If a vehicle without the prescribed license plates causes liability damage, Zurich shall have a right of recovery against the insured persons for its benefits. No coverage shall exist in respect of all other losses.

The switch from interchangeable to individual plates (or vice versa) may result in a change in the premium.

## **Art. 8**

### **Replacement vehicles**

If the competent public authority has given the owner permission to use a replacement vehicle instead of the insured vehicle and with its license plates, the liability, accident, legal protection insurance and roadside assistance will only cover the replacement vehicle. The accidental damage insurance is valid for an equivalent replacement vehicle and shall remain in force for the replaced vehicle with the exception of collision damage (Art. 202.1).

## **Art. 9**

### **Deposit of license plates**

If the license plates of the insured vehicle have been deposited with the competent public authority, the insurance will be suspended from the date when the license plates were deposited until the license plates for the insured vehicle are re-obtained in full.



For the duration of the suspension, but for no longer than 12 months, the liability and accidental damage insurance as well as E-Mobility Protect shall remain valid with the same scope of coverage. Liability and collision damage (including collision with animals) is however only covered if the damage does not occur on public roads. The accident and legal protection insurance as well as the roadside assistance will remain completely dormant.

Zurich shall grant a suspension discount in the amount of the premium accruing for the suspension period.

The contract is automatically cancelled if the license plates have not been redeemed within 12 months of being deposited.

If a suspension waiver has been agreed in the policy, there is no entitlement to the suspension discount when the license plates are deposited, as the annual premium has already been reduced.

## **Art. 10** **Obligations in the event of a claim**

### **10.1 Obligation to notify**

The insured person is obliged to report the occurrence of loss to Zurich or Orion immediately by telephone or in writing or in another form that makes it possible to provide proof in text form (e.g., at [www.zurich.ch/notification-claim](http://www.zurich.ch/notification-claim) and [www.orion.ch](http://www.orion.ch)) and to support all investigations, in particular to issue the necessary powers of attorney and to hand over all the relevant documents. Zurich or Orion may, if necessary, request a written notification of claim.

The police must be notified in the following cases:

- Accidents involving bodily injury,
- Theft,
- Damage caused by animals (notifying gamekeepers is also admissible).

In all other cases Zurich may in the particular case request a police report.

Zurich may demand that the insured file criminal charges.

### **10.2 Liability insurance**

Zurich shall conduct negotiations with the injured party. In the case of accidents abroad Zurich is authorized to entrust third parties with claims handling. The settlement of the claims of injured parties by Zurich shall in all cases be binding on the insured persons.

The insured may not recognize the claims of the injured party or make payments. Responsibility for conducting civil actions rests with Zurich.

### **10.3 Accidental damage insurance**

Zurich shall be given the opportunity to inspect the damaged vehicle before and after the repairs. Otherwise, the benefit may be reduced or not paid at all.

If Help Point PLUS has been agreed, the insured must report the accidental damage by telephone or contact a help point so that Zurich can organize the claim settlement and arrange for the repair to be carried out at a garage specified by Zurich. The repair order is placed with the garage on behalf of the policyholder. If there should be any breach of this provision, the insured shall pay an additional deductible of 500 CHF.

### **10.4 Roadside assistance**

In order to be able to claim benefits under roadside assistance, Zurich must be immediately informed of the event by phone. If an insured assistance measure is not organized, arranged or carried out by Zurich, the obligation to pay indemnity for this measure shall lapse.

## **Art. 11** **Termination in the event of a loss**

Both the policyholder and Zurich may terminate the contract after each event of a loss for which insurance benefits are payable. The policyholder may terminate the contract in writing or in another form that makes it possible to provide proof in text form (e.g., by sending an email), no later than 14 days after he/she has received notification of payment (or settlement of the claim by Orion). Zurich must issue notice of termination the latest at the same time as payment of a claim is made (or prior settlement of the claim by Orion).

Unless specified otherwise in the termination notice issued by either party, termination shall apply to all insurance cover provided under the policy. Insurance coverage ends 14 days after the respective counterparty receives notice of termination.

## **Art. 12** **Consequences of breach of contract**

Zurich or Orion may reduce or refuse payment of insurance benefits in case of breach of obligations by an insured person. This disadvantage shall not apply if the insured person can prove not being at fault for the breach of obligations in consideration of the circumstances or the breach had no effect on the occurrence of the event and the scope of benefits. Missed premium payments due to the premium payer's insolvency shall not be covered by this provision, e.g. they will not be considered a non-culpable act or omission.

## **Art. 13** **Assignment of claims**

Before they have definitely been ascertained, the rights to the insured benefits may neither be assigned nor pledged without Zurich's explicit agreement.

## **Art. 14** **Place of Jurisdiction**

In the event of disputes, the policyholder or beneficiary may elect one of the following as the place of jurisdiction:

- Zurich (Zurich) or Basel (Orion),
- The place of residence/domicile of the policyholder or entitled claimant in Switzerland or the Principality of Liechtenstein.

## **Third party liability insurance**

### **Art. 101** **Scope of insurance**

#### **101.1 Insured third-party liability and damage**

The insurance covers claims for damages which are made against an insured person by virtue of the statutory liability provisions in respect of:

- Death of or injury to persons (bodily injury),
- Death of or injury to animals and destruction of or damage to property (property damage).

#### **Causes of damage**

The insurance covers damage:

- Due to the operation of the insured motor vehicle;
- Due to traffic accidents caused by this vehicle when it is not in operation;
- As a result of assistance being given after accidents involving this vehicle.

The following losses are also insured:

- When climbing into or out of the motor vehicle;
- When mounting or dismounting the motorcycle;
- When opening or closing the doors, the hood, the sunroof or the trunk;
- When coupling or uncoupling a trailer or a towed vehicle.

#### **101.2 Loss prevention costs**

If, because of an unforeseen event, the occurrence of an insured loss is immediately imminent, the coverage shall also cover those costs which the insured person incurs in taking appropriate measures to prevent this loss.

#### **101.3 Gross negligence coverage**

If additionally agreed in the policy, Zurich shall dispense with exercising its right of recovery against the insured if the occurrence of loss is caused as a result of gross negligence. However, Zurich shall exercise its right of recovery against the insured if the damage:

- Is caused when in a state of inebriation or when unfit to drive or
- Due to particularly flagrant disregard of the speed limit, hazardous overtaking or participation in an illegal race with motor vehicles pursuant to Article 90, paragraph 3 Swiss Road Traffic Act (RTA).

## **Art. 15** **Economic, trade and financial sanctions**

Zurich does not provide coverage and is not obliged to make payments or provide benefits or services if applicable economic, trade and financial sanctions would be violated.

When exercising its right of recovery the severity of the negligence and the financial circumstances of the person against whom the right of recovery is exercised will be taken into account.

### **Art. 102** **Insured persons**

The insurance covers the policyholder, the owner and the persons for whom the owner is responsible under the road traffic legislation.

### **Art. 103** **Insurance benefits**

Zurich shall pay justified claims and protect the insured against unjustified claims.

The benefits payable by Zurich shall be limited to 100 million CHF per event, including any interest on the loss or damage, lawyers' fees and court costs.

The amount of the benefits payable for any bodily injury and property damage caused by fire, explosion or nuclear energy, as well as for the cost of loss prevention measures shall be limited to a total of 5 million CHF per occurrence of loss – subject to Art. 104.7.

Where the Swiss road traffic legislation provides for higher guarantee, this shall apply and is deemed the maximum benefit payable by Zurich.

### **Art. 104** **Exclusions**

No insurance coverage is provided for:

#### **104.1 Property damage**

Claims due to property damage suffered by the owner, damage to the insured vehicle or trailer, as well as damage to items attached to or to animals and items conveyed in these vehicles. This coverage also includes damage to items which other persons carry with them, in particular luggage and similar effects;

### 104.2 Races and similar rides

Claims arising from accidents at races, rallies and similar competitions, as well as all rides on racetracks including associated secondary tracks. However, in the case of events of this type within Switzerland and/or in the Principality of Liechtenstein, third-party claims within the meaning of Art. 72, para. 4 of the Swiss Road Traffic Act are only excluded if the event in question is covered by the compulsory statutory insurance;

### 104.3 Unlawful trips

the third-party liability of the driver who does not hold the legally required learner driver's or driver's license, drives without the prescribed accompanying person or gives lifts to individuals illegally or of persons who surrender the insured vehicle to the driver, although they should have been able to detect these deficiencies;

### 104.4 Unauthorized trips

The third-party liability in connection with trips that have not been legally or officially authorized and the third-party liability of persons who have used the vehicle entrusted to them for trips for which they were not authorized to undertake;

### 104.5 Joy rides

The third-party liability of persons who have misappropriated the insured vehicle and the liability of the driver who knew or could have known that the vehicle had been misappropriated;

### 104.6 Criminal offences

Claims arising from accidents in connection with the intentional or attempted commission of criminal offences and misdemeanors;

### 104.7 Nuclear energy

Claims arising out of damage for which liability is subject to the legislation on nuclear energy.

## Art. 105

### Rights of recovery

The legal provisions give the injured party the right to make his/her claims directly against Zurich. For this reason, the exclusions under

- Art. 104.3 Unlawful trips,
- Art. 104.4 Unauthorized trips,
- Art. 104.5 Joy rides,
- Art. 104.6 Criminal offences

cannot be held against the injured party.

If legal or contractual reasons limit the insurance coverage (e.g. trips in a state of inebriation) or annul the insurance coverage (e.g. trips without the legally required driver's license), Zurich may demand the return of part or all of the costs it has incurred from the insured. Likewise, Zurich may demand the return of the costs it has incurred if it has to render benefits although the insurance has already expired.

## Accidental damage insurance

### Art. 201

#### Scope of insurance

#### 201.1 Vehicle

The insurance covers damage caused against the policyholder's will to the declared vehicle as well as to spare parts, equipment and accessories.

#### 201.2 Equipment and accessories

In the case of passenger cars, vans, motorcycles and motorhomes, equipment and accessories which do not form part of the standard equipment and which are purchased at extra charge are also insured for up to 10% of the catalog price – without any special agreement.

In the case of all other motor vehicles, extras and special equipment are only included in the insurance if they are declared at their replacement cost in the application/offer. If these values and/or the catalog price are declared at an amount that is too low, the insurance benefits shall be reduced proportionally.

The insurance does not cover accessories that can also be used independently of the vehicle.

### Art. 202

#### Insured events

Depending on what is agreed, insurance coverage includes the following events of collision and partial casco, together they constitute a comprehensive cover:

#### 202.1 Collision

The insurance covers damage caused by sudden and violent external means, e.g. in particular damage caused by impact, collision, rollover, falling, or sinking in, even if such damage is the consequence of damage due to the operation of the vehicle, breakage or wear and tear; likewise, damage caused by willful acts of third parties.

Coverage shall further include alignment damage to the vehicle as a result of tilting, loading or offloading operations even without external causes. Insurance coverage is conditional upon compliance with operating and safety regulations during dumping, loading and unloading, and safety systems may not be bypassed or switched off.

Collision damage to tires only is not insured.

## 202.2 Coverage for gross negligence

If the collision damage is caused due to gross negligence, Zurich will not reduce the benefits.

However, if the damage is caused while under the influence of alcohol or while being unfit to drive, without this being a case of the type described in Art.204.6, the benefits shall be reduced depending on the gravity of the fault.

## 202.3 Partial casco

### a) Theft

The insurance covers the loss, destruction of or damage to the vehicle as a result of theft, use without permission (even through car-hacking) or robbery in terms of criminal law. This list is exhaustive and conclusive.

The insurance also covers damage to the vehicle due to attempted theft, attempted use without permission or attempted robbery.

Use without permission by persons living in the same household as the policyholder is not considered to be loss or damage resulting from theft.

### b) Fire

The insurance covers damage to the vehicle caused by fire, explosion, lightning, short circuits and fire extinguishing activities.

Singeing damage, however, is not insured.

Damage to electronic and electrical appliances and components is only insured if it has not been caused by an internal defect.

During the period of warranty fire damage is only insured if no claims can be made under the warranty.

### c) Natural hazards

The insurance covers loss or damage as a direct consequence of:

- Storm (= wind of a velocity of at least 75 km/h), hail,
- High water, floods,
- Landslides, rockslides or rock fall (damage from stones or earth falling directly onto the vehicle),
- Avalanches, snow slides, falling ice, snow pressure.

All other loss or damage caused by natural hazards is excluded. The insurance also covers loss or damage caused by falling aircraft such as airplanes, spacecraft or parts thereof.

### d) Glass

The insurance covers loss or damage due to breakage of the windshield, side, roof and rear windows made of glass or other materials used as a glass substitute. The list is exhaustive and conclusive.

### Glass PLUS

If Glass PLUS has been agreed, in addition, the insurance covers loss or damage due to breakage of all vehicle parts made of glass or materials used as glass substitutes. Light bulbs are also included in the insurance if they are destroyed in the event of glass breakage.

The scope of coverage for motorcycles corresponds to the Glass PLUS option.

No indemnity will be paid under Glass or Glass PLUS if the total repair costs (costs of glass and other repair costs) reach the replacement value of the declared vehicle or if the damaged vehicle components cannot be replaced or repaired.

### e) Animals

The insurance covers damage caused by collisions between the declared vehicle and animals. Damage caused by evasive maneuvers does not constitute damage caused by animals, but collision damage within the meaning of Art.202.1.

### f) Vandalism

The insurance covers the willful:

- Breaking off of antennas, rearview mirrors, windscreen wipers or trim,
- Painting or spraying – but not scratching– the paintwork,
- Puncturing the tires,
- Slashing the convertible roof,
- Pouring damaging substances into the fuel tank.

This list is exhaustive and conclusive.

### g) Martens

The insurance covers damage and consequential damage to the declared vehicle caused by the gnawing of martens or rodents.

### h) Parking damage

Coverage extends to damage to the declared vehicle while it is parked, caused by unknown vehicles or persons. There is a limit of two events of a loss per calendar year; the date when the Policyholder reports the claim to Zurich is decisive. The insurance benefits shall be limited to the specified sum insured in the policy. If, in the event of a loss, benefits are provided simultaneously under the collision accidental damage insurance, no further or additional claim may be asserted under the parking damage insurance.

### Parking damage PLUS

If Parking damage PLUS insurance has been agreed, the amount is not limited.

### i) Items transported in the vehicle

Insurance coverage exists if the transported items of the passengers/users:

- Are damaged at the same time as the declared vehicle,
- Are stolen through the violent opening of the completely locked vehicle or theft-proof containers attached to the vehicle.

Sound, image and data carriers, computer hardware and software, all TV, communication and navigation equipment as well as commercial goods and items used for carrying out a trade or profession are only insured if the declared vehicle is a passenger car, van, motorcycle or motorhome/ trailer.

The following items are not insured: Any form of cash, cash-value instruments; travel cards, tickets and passes; store cards; securities; precious metals; items of jewelry; motor vehicles, as well as any hardcopy or electronically stored data files or records. Nor shall any indemnity be paid for animals and items of sentimental value.

Protective clothing for motorcycles is deemed not to be as items transported.

#### Transported pets

If pets being transported in the insured passenger car or motorhome are injured, Zurich shall pay the necessary expenses for veterinary treatment up to a maximum of 5,000 CHF per event.

#### j) Cyber attack

The insurance covers the encryption, damage and/or destruction of the insured vehicle's software caused by a malicious program that renders the software unusable or impairs its functionality.

Zurich covers costs for restoring the software or hardware (e.g. the unit), up to the sum insured defined in the policy.

The insured person is obligated to keep systems and programs technologically up-to-date or comply with the recommendations for the manufacturer's official software, and to protect these against unauthorized accessing by third parties and install new software releases and published updates.

The insurance does not cover losses/damage in connection with:

- The transmission of a malicious program (malware) or a corrupt software or software update by the repair shop/garage or by manufacturer or software provider onto the vehicle;
- Costs for recovering vehicle-independent files and data (e.g. music files) stored in the vehicle;
- Costs resulting from unauthorized use of the internet;
- Claims relating to data privacy infringements against the insured person.

#### k) Interior protection

Coverage is provided for damage in the passenger compartment, trunk and transport compartment, caused by:

- Burn holes including scorching,
- Tears, cracks and cuts that occur suddenly, violently and as a result of external influences,
- Excessive soiling caused by sudden, unforeseeable, external influences.

This list is conclusive.

Zurich will cover the cost of repair or restoration of the interior of the vehicle. The insurance benefits are limited to the sum insured specified in the policy. A maximum of one event of a loss will be paid per calendar year; the date when the Policyholder reports the claim to Zurich is decisive.

The following are not insured:

- Damage resulting from vandalism and natural hazards,
- Damage caused by normal wear and tear.

If, in the event of a loss, other benefits are provided under the accidental damage insurance, no further or additional claim may be asserted under the interior coverage.

#### l) Rim and tire protection

Insurance coverage applies exclusively to rims and tires that were permanently attached to the vehicle at the time of the damage.

Damage to rims caused by sudden, violent, external influences is insured.

The insurance covers damage to tires caused by:

- Penetration of nails, screws, broken glass or other sharp objects on the road,
- Hitting or driving into curbs,
- Spontaneous tire bursting without direct external influences.

This list is conclusive.

If rims or tires are damaged, Zurich will pay for the costs of the repairs, albeit up to a maximum of the amount required for the replacement of the damaged rim or tire at the time of the occurrence of loss.

If the repair costs exceed the replacement costs, the latter will be reimbursed.

In the case of tire replacement, Zurich will also pay the costs for tire removal and fitting, balancing and disposal.

The insurance benefits per event are limited to the sum insured specified in the policy. A maximum of one event of a loss will be paid per calendar year; the date when the Policyholder reports the claim to Zurich is decisive.

No compensation will be paid if the damaged rim or tire is not replaced or repaired.

The following are not insured:

- Punctures, if the damaged tire does not have the minimum tread depth of 3 mm,
- Damage caused by a tire pressure that deviates from the recommendations according to the operating instructions of the vehicle or the tire manufacturer,
- Cosmetic or visual damage to the tires (such as superficial scratches and such like),
- Damage that occurs while driving off-road,
- Damage caused by another service provider, or for which they are liable by law or by contract,
- Damage resulting from incorrect chassis adjustments.

If, in the event of a loss, other benefits are provided under the accidental damage insurance that include damage to the rims or tires, no further or additional claim may be asserted under the rims and tires protection.



### m) Protective clothing (for motorcycles)

The insurance covers the theft of and damage to the protective clothing of the driver of the insured motorcycle and of any passengers.

Protective clothing includes helmets, motorcycle suits including protectors, safety suits, boots and gloves. This list is exhaustive and conclusive.

Insurance coverage extends to:

- Damage or destruction that is directly related to an accident involving the motorcycle being used; purely optical damage that does not impair the protective effect of the clothing is not insured;
- Theft, provided that the items insured are in fully locked containers (storage area/storage compartment) firmly attached to the motorcycle and secured against theft; the theft of helmets is also insured if they are secured to the motorcycle with a helmet lock.

In addition, insurance coverage includes the Policyholder and/or persons living in the same household if they are the drivers or passengers of any motorcycle.

## Art. 203

### Insurance benefits

#### 203.1 Partial loss

If the vehicle is damaged through an insured event, Zurich shall pay the reasonable costs of repair, taking into consideration the condition and age of the vehicle.

Policyholders may use the repair shop of their choice. However, this does not apply where Help Point PLUS has been agreed. If Zurich cannot reach an agreement with the repair shop commissioned by the Policyholder concerning the proposed cost estimate, Zurich reserves the right to obtain an additional quote from a recognized and reputable repair shop and to discharge its obligation by paying the estimated costs to the Policyholder.

If lack of maintenance, wear and tear or preexisting damage has substantially increased the costs of repair or if the repair has substantially improved the condition of the vehicle, the Policyholder shall bear a reasonable portion of these costs.

Tires shall be indemnified on the basis of their degree of wear. Art. 202.3 l) remains reserved.

If the claimant is entitled to pre-tax deductions, the value-added tax component shall be deducted.

If payment is made without any repairs being carried out, the calculated repair costs shall be reimbursed exclusive of VAT.

#### 203.2 Total loss

Zurich shall pay benefits according to the compensation table below if:

- The costs of repair in the first two years amount to at least 65% of the indemnity listed in the basis table below,

- The costs of repair reach at least the replacement value after more than two years of service,
- The vehicle that has been used without permission is not recovered within 30 days of Zurich receiving notification of the theft.

### Compensation table

Year of service	in % of the replacement value as new* Basis table
during the 1 <sup>st</sup> year	100%
during the 2 <sup>nd</sup> year	95%–85%
during the 3 <sup>rd</sup> year	85%–75%
during the 4 <sup>th</sup> year	75%–65%
during the 5 <sup>th</sup> year	65%–55%
during the 6 <sup>th</sup> year	55%–45%
during the 7 <sup>th</sup> year	45%–40%
more than 7 years	Replacement value

\* declared catalog price and accessories

If purchase price protection is included in the policy, Zurich shall provide compensation to a maximum of the purchase price paid for five years from the purchase date.

The replacement value is the amount that would have to be paid on the date of the loss or damage in order to purchase a similar vehicle of equivalent value on the open market. If no agreement can be reached regarding the replacement value, the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall apply.

If the indemnity is higher than the price that was paid for the vehicle, only the price paid shall be reimbursed, but this shall be no less than the replacement value. If the replacement value is higher than the original new value, the latter shall be the maximum indemnity.

Preexisting, but unrepaired damage shall be deducted from the indemnity.

The benefit shall always be reduced by the value of the unrepaired vehicle or accessories. If this amount is not deducted from the maximum liability, the wreck shall become the property of Zurich when payment is made.

These conditions shall apply accordingly to individual items of equipment and accessories, excluding tires.

If the claimant is entitled to deduct input tax, the value-added tax component shall be deducted.

#### 203.3 Costs

In the occurrence of an insured loss event, Zurich shall pay the cost of:

- Recovering and towing the vehicle to the nearest suitable garage;
- Damage to the interior of the car caused while rendering assistance to accident victims;
- The return transport of the vehicle to Switzerland. This does not apply:
  - In the event of a total loss;
  - If the repair can be carried out locally;

- If the vehicle can be returned by the Policyholder, the owner or the driver;
- If other third parties are liable for the costs;
- The customs duty.

### 203.4 Indemnity in the event of the theft of the vehicle

If a vehicle that has been taken without permission is recovered within 30 days of Zurich receiving notification of the theft, Zurich will bear the costs of any necessary repair, except in the case of a total loss.

### 203.5 Items being transported and protective clothing

Zurich shall pay the costs of repair, but no more than the following amounts:

- In the case of items being transported the amount necessary in order to purchase an item of equivalent value at the time of the occurrence of loss. The maximum liability shall be reduced by the residual value;
- In the case of protective clothing in the first two years after purchase of the new item, the amount necessary to purchase a new item of equivalent value at the time of the occurrence of loss; after that the indemnity will be reduced to 75% of the actual price of replacing the item.

The insurance benefits shall be limited to the specified sum insured in the policy.

The stolen or damaged items shall become the property of Zurich once payment has been made.

If stolen items are subsequently recovered, the indemnity, less a lump sum for any reduction in value, shall be repaid to Zurich, or the items placed at Zurich's disposal.

### 203.6 Motorized mobile homes and campers/trailers

The costs of repair will only be indemnified if the damage is fully repaired and proof of repair can be provided in the form of an invoice. If no repairs are carried out, the benefits shall be limited to the vehicle's loss in value.

### 203.7 Reduction of benefits

Zurich shall be entitled to reduce or refuse benefits insofar as it is entitled to do so under the Swiss Federal Law on Insurance Contracts (VVG/LIC).

If the insured event has been caused through gross negligence or intent by someone living in the same household as the Policyholder or claimant, Zurich reserves the right to reduce or refuse benefits to the amount that would be payable if the damage had been caused by the Policyholder or the claimant.

## Art. 204

### Exclusions

The insurance does not cover:

#### 204.1 Damage due to vehicle operation

- Loss or damage due to vehicle operation, breakage and wear and tear;
- Damage due to inappropriate handling and due to the use of inappropriate fuels or fluids;
- Damage due to lack of oil;

- Damage due to lack of or the freezing of coolant;
- Damage exclusively affecting the batteries, Art. 205 remains reserved;
- Damage caused by loaded goods (except following an event insured due to collision or in case of interior protection);

#### 204.2 Depreciation in value and loss of use

Depreciation in value (reduction in the market value) due to a repair, reduced power or serviceability of the vehicle as well as loss of use;

#### 204.3 Races and similar rides

Loss or damage which occurs while taking part in motor races, rallies and similar competitions, as well as any driving on racetracks, including any secondary tracks;

#### 204.4 Illegal driving

Loss or damage caused while the vehicle is being driven by a driver who is not in possession of the learner's license or driver's license as required by law or who is driving without being accompanied by an appropriate person as the law requires or who is unlawfully carrying passengers, provided that the insured person should have been aware that this was the case;

#### 204.5 Unauthorized driving

Damage if, journeys are not permitted by law or not allowed by the authorities;

#### 204.6 Alcohol/infringement of traffic regulations

Damage if, at the time of the accident, the driver has a blood alcohol level of 1.6‰ (minimum value) or more or is unfit to drive due to the influence of medication with a narcotic effect or the influence of drugs. If an alcohol breath test has been performed, the same applies for a breath alcohol concentration of 0.80 mg/l or more. Likewise, damage caused by particularly flagrant disregard for the permissible speed limit, hazardous overtaking or participation in an illegal race with motor vehicles within the meaning of Article 90, paragraph 3 of the Swiss Road Traffic Act (RTA);

#### 204.7 Special events of theft

- Theft of fuel;
- The theft, of a motorcycle if the vehicle was kept outside, in a collective garage or in an unlocked room or without an activated steering column lock;

#### 204.8 Criminal offences

Damage in connection with the intentional or attempted commission of criminal offences and misdemeanors;

#### 204.9 State of emergency

Losses of damage arising from warlike events, violations of neutrality, revolution, rebellion, insurrection as well as in the event of earthquakes, volcanic eruptions or damages resulting from nuclear stations or devices, unless it can be proved that the loss or damage has no connection with these events;

Losses or damage in the event of civil unrest (acts of violence against individuals or objects at riotous assemblies, riots or disturbances) unless it can be credibly shown that reasonable precautions were taken to prevent such damage;

Loss or damage while the vehicle has been requisitioned by the authorities.

## E-Mobility Protect

### Art. 205 Battery PLUS

The insurance covers damage to high-voltage (HV) batteries and their housing and internal parts for the vehicle listed in the policy.

#### 205.1 Insurance benefits

The insurance coverage extends to damage to the HV battery as a result of operating errors, overvoltage, overcurrent, deep discharge and charger malfunction. There is also insurance coverage if the HV battery suffers an exceptional loss of more than 50% of its capacity in the first three years of operation.

Zurich will reimburse the costs of repairing the HV battery. If the repair costs exceed the costs of replacing the HV battery, the latter will be reimbursed instead.

The compensation for the cost of replacing the HV battery is linearly reduced by 10% for every full 10,000 additional kilometers driven if the HV battery has been used to drive 150,000 kilometers or more. If the HV battery has been used to drive more than 250,000 kilometers, only the disposal costs (see below) will be paid.

The maximum benefit is limited to the replacement value of the vehicle.

In addition, the costs of recovering and towing the vehicle to the nearest suitable garage are insured.

Regardless of the distance driven, Zurich will cover the documented costs for disposal of the HV battery up to a maximum of 2,000 CHF, provided this is necessary due to an insured event under this supplementary agreement.

The insurance benefit is provided in addition for the portion for which no benefits are provided by a third party on the basis of a contract or statutory provisions.

If, in the event of a total loss of the vehicle, accidental damage insurance benefits are provided, no further or additional claim may be asserted under this supplementary agreement.

### 205.2 Obligations

The insured person is obliged to follow the manufacturer's instructions for maintaining and charging the HV battery and to take and ensure all necessary precautionary measures.

### 205.3 Exclusions

The exclusions listed under Art. 204 remain reserved.

The following is also not insured:

- Damage caused by a garage, the manufacturer, lessor or another service provider, or for which they are liable by law or by contract;
- Damage due to non-compliance with the safety regulations or due to an intentional act;
- Any consequential damage, particularly to the insured vehicle;
- Damage due to ordinary wear and tear (loss of capacity/ loss of performance);
- Damage due to material, manufacturing or construction errors;
- Damage to HV batteries caused by external chemical influences.

### Art. 206 Charging station and accessories protection

The insurance covers theft and damage to charging stations and charging accessories, which are used for the vehicle listed in the policy, are insured as long as they are for personal use and belong to the policyholder.

#### 206.1 Insurance benefits

Charging stations are defined as permanently installed charging stations (e.g. wall box) and induction panels incl. brackets.

The charging accessories cover mobile charging stations and devices, charging cables and the associated bags and adapters.

The costs for clearance of debris, salvaging and construction work that are required as a result of a loss are also insured.

The insurance coverage applies to the loss through theft or the unforeseen and sudden occurrence of damage or destruction of charging stations and charging accessories as a result of:

- Operating errors, malfunctions,
- Impact, overturning, falls or shock,
- Damage caused by animals, vandalism,
- Damage as a result of theft or robbery and its attempt,
- Overvoltage, short circuit, overcurrent,
- Fire, smoke, lightning, explosion,
- Natural hazards: high water, floods, storm (= wind of a velocity of at least 75 km/h), hail, avalanche, snow pressure, snow slides, falling ice, rockslides, rock fall, landslides.

This list is exhaustive and conclusive.

Zurich pays the repair costs. If the repair costs exceed the replacement costs, the latter will be reimbursed, but at most:

- In the case of a charging station in the first four years from when it was first put into use, the amount required for purchasing a new equivalent object (new value) at the time of the occurrence of loss; after this, compensation is reduced by 1% per month from when it was first put into use on the basis of the current new purchase price; the minimum compensation is 25% of the current new purchase price;
- In the case of charging accessories, the amount required for purchasing a new equivalent object at the time of the occurrence of loss.

The maximum benefits shall be limited to the specified sum insured in the policy.

The insurance benefit is provided in addition for the portion for which no benefits are provided by a third party on the basis of a contract or statutory provisions.

## 206.2 Obligations

The insured person is obliged to have the installation of the charging station carried out professionally by a qualified company. The charging station and charging accessories must comply with the conditions of the manufacturer and be certified for the respective place of use (in Switzerland or the Principality of Liechtenstein).

## 206.3 Exclusions

The exclusions listed under Art. 204 remain reserved.

The following is also not insured:

- Damage caused by the manufacturer, landlord, repair, assembly or maintenance company of charging stations or charging accessories, or if they are liable under law or an agreement or if the installation was not performed professionally;
- Theft of and damage to uncertified charging stations or charging accessories;
- Theft of and damage to charging stations outside of Switzerland or the Principality of Liechtenstein;

- Theft of charging accessories if they were not protected against theft and there is no indication of violent action, unless the theft occurred during the charging process;
- Damage in the event of non-observance of safety regulations or actions with intent;
- Any consequential damage, particularly to the building, building connection and vehicle;
- Damage caused by fire and natural hazards if they are subject to insurance under the building's insurance;
- Damage due to material, manufacturing or construction errors;
- Damage caused by the continuous, foreseeable influences of a mechanical, thermal, chemical or electric nature such as aging, wear, corrosion and oxidation.

## Art. 207

### Charging card and app protection

The insurance covers the loss and misuse of a charging card, or unauthorized use of a charging app for charging an electric or hybrid vehicle at electric charging stations.

#### 207.1 Insured persons

Coverage is provided for the policyholder or a member of their household, provided the charging card is registered in that person's name or the insured person holds an account of their own for the charging app.

#### 207.2 Insurance benefits

The insurance coverage includes financial loss resulting from unauthorized use of the charging card or charging app by third parties. The fees for blocking and replacement of the card are also covered.

Zurich shall cover the part of the claim for which the insured persons are liable to the company issuing the charging card or charging app pursuant to the general terms and conditions. The total sum of the insurance benefits shall be limited to the specified sum insured in the policy.

#### 207.3 Obligations

The insured person must comply with the obligations established by the issuer of the charging cards or the charging app and is required to notify the issuer and instruct them to block their card or account immediately in case of loss of the charging card or suspected unauthorized use of the charging app.

#### 207.4 Exclusions

The following are not insured:

- Claims resulting from unauthorized use of the charging card or charging app by the policyholder or members of the same household;
- Claims caused by the insured person's own gross negligence if, for example, they have written the PIN on the card or knowingly given third parties access to the charging app;
- Claims resulting from hacking of the charging app and its use for other purchases (e.g. online purchases);

- Claims arising due to lost items not having been reported immediately or obligations established by the company issuing the charging card or charging app not having been complied with;
- Claims resulting from failure to immediately change the password on the affected charging app.

## Accident insurance

### Art. 301

#### Insured persons

##### 301.1 Insured persons under the policy

The insured persons are the persons mentioned in the policy.

##### 301.2 Helpers at accidents and breakdowns

The insurance covers individuals who render assistance to passengers/users at accidents or breakdowns of the insured vehicle. However, the insurance does not cover individuals who render such assistance in a professional capacity or in an official function (such as police, paramedics, employees in the automotive industry, official roadside assistance, etc.).

##### 301.3 Persons travelling in other people's vehicles

If the Policyholder and/or persons living in the same household should suffer an accident as the driver or passenger in a motor vehicle belonging to someone else (passenger cars and vans with a total weight of not exceeding 3,500 kg and no more than 9 seats) the following benefits are insured:

In the event of death 30,000 CHF

In the event of disability 60,000 CHF

Multiple registered vehicles in the same household with passenger accident insurance only entitle the insured person to claim these benefits once.

The insurance applies worldwide, but for a maximum of six weeks after leaving the territorial area of application.

### Art. 302

#### Insured accidents

The insurance covers accidents suffered by the insured persons when using the insured vehicle or when using other people's vehicles and also when rendering assistance to other road users.

Accidents are deemed to be any bodily injury within the meaning of the Swiss Federal Law on Accident Insurance (UVG).

The following are deemed equivalent to accidents:

- The involuntary inhalation of gases, fumes or vapors,
- Frostbite, heat-stroke, sun-stroke, as well as damage to health through ultraviolet rays (with the exception of sunburn) or drowning.

### Art. 303

#### Insurance benefits

Zurich shall pay the benefits listed in the policy as follows:

##### 303.1 In the event of death

If an insured person dies as a result of an accident, Zurich shall pay the agreed sum insured to the following beneficiaries in the following order of entitlement:

1. The spouse or registered partner,
2. The children, in equal shares,
3. The parents, in equal shares,
4. The grandparents, in equal shares,
5. The siblings in equal shares.

If there are no entitled beneficiaries, only the funeral costs shall be paid in an amount of up to 30% of the lump-sum death benefit.

If an insured person dies as the result of an accident and leaves at least one child who is a minor the lump-sum death benefit shall be increased by 50%.

##### 303.2 In the event of disability

If an insured person becomes disabled as a result of an accident, Zurich shall pay the agreed indemnity. This shall depend on the degree of disability and the provisions of the Swiss Federal Law on Accident Insurance (UVG). The degree of disability can never be more than 100%.

Temporary damage to health will lead to an appropriate reduction in the benefit once the degree of disability has been determined.



The degree of disability shall be determined on the conclusion of medical treatment but no later than 5 years after the date of the accident and shall be indemnified as follows:

Degree of disability	Benefit %	Degree of disability	Benefit %
100	225	62	111
99	222	61	108
98	219	60	105
97	216	59	102
96	213	58	99
95	210	57	96
94	207	56	93
93	204	55	90
92	201	54	87
91	198	53	84
90	195	52	81
89	192	51	78
88	189	50	75
87	186	49	73
86	183	48	71
85	180	47	69
84	177	46	67
83	174	45	65
82	171	44	63
81	168	43	61
80	165	42	59
79	162	41	57
78	159	40	55
77	156	39	53
76	153	38	51
75	150	37	49
74	147	36	47
73	144	35	45
72	141	34	43
71	138	33	41
70	135	32	39
69	132	31	37
68	129	30	35
67	126	29	33
66	123	28	31
65	120	27	29
64	117	26	27
63	114	25 and less*	

\* Indemnity according to the degree of disability.

### 303.3 Daily allowance

Zurich shall pay the agreed daily allowance if the insured person is unable to work and this is confirmed by a medical certificate; the allowance shall also be paid on Sundays and public holidays. The daily allowance shall be reduced appropriately in the case of partial inability to work. The daily allowance shall be paid for a maximum of 730 days within 5 years of the accident date and/or only until disability payments begin.

### 303.4 Daily allowance in case of hospitalization

During any necessary stay at a hospital or health retreat prescribed by a physician, Zurich shall pay the agreed daily allowance, in addition to the other benefits for a maximum of 730 days within 5 years of the accident date.

### 303.5 Medical expenses

For a period of 5 years from the date of the accident Zurich shall indemnify the injured person for the necessary costs of:

- Treatment given or prescribed by a doctor or dentist,
- In-patient treatment in the private ward of a hospital,
- Sanatorium cures prescribed by a doctor,
- The daily deduction made under social security law for maintenance costs while staying at hospitals and clinics,
- Home nursing care prescribed by a doctor,
- Psychological treatment by a qualified physician or psychologist up to a maximum of 2,000 CHF; furthermore medically prescribed training in safe driving or medically prescribed driving lessons from a qualified driving instructor up to a maximum of 1,000 CHF insofar as such measures become necessary in connection with a traffic accident with the insured vehicle,
- The cost of renting mobility aids and appliances for patients,
- The initial purchase of prostheses, spectacles, hearing aids and orthopedic aids and appliances or the costs of their repair or replacement (replacement cost) if they are damaged or destroyed due to an event that results in medical treatment being needed,
- Transportation by aircraft, if this is absolutely essential for medical or technical reasons,
- Search operations up to a maximum of 10,000 CHF per insured person,
- Operations for the rescue of the insured persons or operations to recover bodies.

If the insured person is also entitled to benefits under a social security scheme, Zurich will only bear the costs that are not covered under such insurance.

Deductibles and franchises under social insurances are not covered.

### Art. 304 Exclusions

The following are not insured:

- Accidents on journeys where the vehicle is being used without authorization (joyriding etc.) as well as
- Events in accordance with
  - Art. 204.3 Races and similar rides,
  - Art. 204.4 Illegal driving,
  - Art. 204.5 Unauthorized driving,
  - Art. 204.6 Alcohol/violation of traffic regulations, insofar as the driver's claims are affected,
  - Art. 204.8 Criminal offences,
  - Art. 204.9 State of emergency.

### Art. 305

#### Vehicles carrying too many passengers

If, at the time of the accident, the number of passengers is greater than the number allowed by the authorities, the indemnity shall be reduced proportionately, except in the case of medical expenses.

### Art. 306

#### Offsetting liability claims

The passenger benefits for death, disability, the daily allowance and the daily allowance for hospitalization shall be paid out in addition to benefits due under third party liability insurance.

These passenger benefits, however, shall be offset against the indemnity for liability claims if the benefits in the event of liability can be partially or entirely recovered from the owner or the driver.

## Roadside assistance

### Art. 401

#### Insured vehicles

The insurance covers the motor vehicles specified in the policy up to a total weight of 3,500 kg, and motorhomes up to a total weight of 9,000 kg, irrespective of the driver entitled to drive the vehicle.

Trailers drawn by the insured motor vehicle are also covered. This applies even if only the trailer is affected by the breakdown.

The insurance does not cover:

- Replacement vehicles that are not used with the insured license plates;
- Vehicles that are used with dealer plates.

### Art. 402

#### Insured persons

The insurance covers the driver and the passengers of the vehicles declared in the policy.

No insurance coverage is provided for passengers who are transported in the insured vehicle as part of a commercial passenger transport service.

### Art. 403

#### Insured events

Insurance coverage is provided if the insured vehicle can no longer be used due to:

- A breakdown,
- Accidental damage.

As a breakdown is also considered when the key is locked inside, the electronic locking device no longer opens, the key or the lock is damaged.

Accidental damage relates to a collision, damage caused by fire, natural hazards, glass breakage, martens or parking damage as well as vandalism and theft or attempted theft.

### Art. 404

#### Insurance benefits

Depending on the agreement, insurance coverage comprises of roadside assistance CH/FL or roadside assistance Europe.

### Art. 405

#### Roadside assistance CH/FL

Roadside assistance CH/FL comprises the following benefits:

#### 405.1 On-the-spot assistance

Organization and the cost of restoring roadworthiness provided that this is possible at the roadside. In this context the insurance covers the cost of replacing sundry parts, such as cables, clamps, tubes, fuses, etc. (excluding the battery). No further repair costs are insured;

#### 405.2 Recovery costs

Any necessary recovery costs for a motor vehicle and/or the trailer;

#### 405.3 Towing costs

The insurance covers towing costs to the nearest garage suitable for the repair if roadworthiness cannot be restored at the roadside;

#### 405.4 Storage charges

The insurance covers storage charges if the vehicle can no longer be used;

#### 405.5 Additional costs

If the vehicle can no longer be used, Zurich will pay the costs of:

- The onward journey and return journey by public transport or taxi;
- Necessary accommodation;
- Unused services booked for the stay;
- The transportation of the repaired vehicle in Switzerland;
- The repatriation of the unrepaired vehicle to Switzerland, if the vehicle is to be repaired, but this cannot be done locally;

#### 405.6 Replacement driver

The costs of a chauffeur to return the vehicle, together with the passengers, if the driver is no longer able to drive the vehicle due to death, serious illness or unknown whereabouts and no other passenger is in possession of a driver's license;

#### 405.7 Loss of keys

The costs of:

- On-the-spot roadside assistance;
- Towing the vehicle to the nearest repair shop;
- Retrieving or forwarding the spare key;
- Continuing the journey by public transport and the cost of accommodation.

This list is exhaustive and conclusive.

The insurance does not cover the costs of alterations to the vehicle locks;

#### 405.8 Lack of fuel, empty battery

The costs of restoring roadworthiness (without fuel costs) or, in the case of electric vehicles, the cost of towing the vehicle to the nearest charging station, if the vehicle comes to a standstill on the road due to a lack of fuel or an empty battery.

If the vehicle has been refueled with the wrong fuel, the insurance will cover the cost of towing it to the nearest garage.

Consequential damage, such as damage to the engine and the catalytic converter, is not included.

#### 405.9 Limitation of benefits for roadside assistance CH/FL

Roadside assistance benefits CH/FL are limited to a combined amount of 1,000 CHF for all persons per insured event.

#### 405.10 CH/FL with replacement vehicle

If included in the policy, Zurich also will pay the costs for an equivalent replacement vehicle (if available) for the stated duration of the repair work. In cases of a motorhome breakdown with a total weight of more than 3,500 kg, the costs for a passenger car will be provided as the replacement. The maximum amount is limited to 1,000 CHF per event of a loss.

The insurance does not cover supplementary insurances, refueling costs or costs resulting from damage to the replacement vehicle.

If it is not possible to organize a replacement vehicle, because the rental company's requirements are not met for instance (minimum age, credit card, etc.), the insurance will pay the costs of public transport.

### Art. 406

#### Roadside assistance Europe

The insurance covers roadside assistance within Europe as set out by the territorial limits in art.3 and extends the following benefits:

#### 406.1 On-the-spot assistance

Organization and the cost of restoring roadworthiness provided that this is possible at the roadside. In this context the insurance covers the cost of replacing sundry parts, such as cables, clamps, tubes, fuses, etc. (excluding the battery). No further repair costs are insured;

#### 406.2 Recovery costs

The necessary recovery costs of a motor vehicle and/or the trailer up to a maximum of 2,000 CHF;

#### 406.3 Towing costs

The insurance covers towing costs to the nearest garage suitable for the repair if roadworthiness cannot be restored at the roadside;

#### 406.4 Storage charges

The insurance covers storage charges up to a maximum of 500 CHF if the vehicle can no longer be used;

#### 406.5 Additional costs

If the vehicle can no longer be used, Zurich will pay the costs of:

- An equivalent replacement vehicle (if available) for the stated duration of the repair work, in cases of a motorhome breakdown with a total weight of more than 3,500 kg, the costs for a passenger car will be provided as a replacement vehicle, in the event of a total loss, the policyholder is entitled to a replacement vehicle for a maximum of 15 days;
- The onward journey and return journey by public transport or taxi;
- Necessary accommodation;
- Transporting of baggage, if this cannot be transported via the organized mobility solution;
- Unused services booked for the stay;
- The transportation of the repaired vehicle in Switzerland;
- The repatriation of the unrepaired vehicle to Switzerland, if the vehicle is to be repaired, but this cannot be done locally.

The insurance does not cover supplementary insurances, refueling costs or costs resulting from damage to the replacement vehicle.

If it is not possible to organize a replacement vehicle, because the rental company's requirements are not met for instance (minimum age, credit card, etc.), the insurance will pay the costs of public transport.

The additional costs within the entire territorial limits will be borne up to a maximum sum of 5,000 CHF;

#### 406.6 Replacement driver

The costs of a chauffeur to return the vehicle, together with the passengers, if the driver is no longer able to drive the vehicle due to death, serious illness or unknown whereabouts and no other passenger is in possession of a driver's license;

#### 406.7 Loss of keys

The costs of:

- On-the-spot roadside assistance;
- Towing the vehicle to the nearest repair shop;
- Retrieving or forwarding the spare key;
- Continuing the journey by public transport and the costs of accommodation up to a maximum of 2,000 CHF.

This list is exhaustive and conclusive.

The insurance does not cover the costs of alterations to the vehicle locks;

#### 406.8 Lack of fuel, empty battery

The costs of restoring roadworthiness (without fuel costs) or, in the case of electric vehicles, the cost of towing the vehicle to the nearest charging station, if the vehicle comes to a standstill on the road due to a lack of fuel or an empty battery.

If the vehicle has been refueled with the wrong fuel, the insurance will cover the cost of towing it to the nearest garage.

Consequential damage, such as damage to the engine and the catalytic converter, is not included;

#### 406.9 Additional costs for transporting pets

The insurance covers the additional costs of transporting dogs or cats traveling with the insured person up to a maximum of 1,000 CHF;

#### 406.10 Car ferries, car trains

Additional costs for new tickets for car ferries or car trains up to a maximum 1,000 CHF if a car ferry or car train connection is missed due to an insured event;

#### 406.11 Shipping costs for spare parts

The shipping costs for spare parts if repairs are carried out abroad so that the journey can be continued;

#### 406.12 Establishing the extent of damage

Where necessary, investigations by the emergency call center to assess the conditions for the repatriation of the vehicle. The costs of such investigations are limited to 500 CHF;

#### 406.13 Repatriation of the vehicle from abroad

The costs for the repatriation of the repaired, unrepaired, no longer usable or recovered vehicle from abroad to the repair workshop normally used in Switzerland and the Principality of Liechtenstein shall be assumed. However,

such costs shall be limited to the current value of the vehicle after the occurrence of the insured event. The repatriation of the unrepaired vehicle is only covered by the insurance if the vehicle is to be repaired;

#### 406.14 Customs duty/scrapping fees for a vehicle abroad

In the event of a total loss, the costs of customs duty and the transport of the vehicle to the nearest scrap yard, including the scrapping costs.

### Art. 407 Exclusions

The following is not included in the entire roadside assistance:

- Third-party recovery claims and/or
- Events in accordance with the following:
  - Art. 204.3 Races and similar rides,
  - Art. 204.4 Illegal driving,
  - Art. 204.5 Unauthorized driving,
  - Art. 204.6 Alcohol/violation of traffic regulations,
  - Art. 204.8 Criminal offences,
  - Art. 204.9 State of emergency.

### Art. 408 Claims against third parties

If an insured person has legal or contractual claims against other insurers and/or third parties, or if patronage benefits are provided for, insurance coverage for all roadside assistance shall be limited to that part of the benefits in excess of that provided by the other insurer and/or third party.

In such cases an advance on the insured benefits may be granted. However, beneficiaries shall assign their claims against the insurer and/or third parties to Zurich in the amount of the advance.

### Art. 409 Liability in providing roadside assistance

Roadside assistance services and the organizing thereof are provided as requested by the insured person, and may vary due to differences in local circumstances. Zurich assumes no liability for damage/losses caused by service providers.

## Legal protection insurance

### Art. 501

#### Insured persons

The insurance shall cover:

- The Policyholder as the owner, keeper, driver, or passenger of the insured motor vehicle as well as persons, who provide assistance after accidents,
- Any drivers authorized to use the insured motor vehicle (except persons renting the vehicle) as well as any passengers traveling with them on journeys made with said motor vehicle.

If a policyholder dies as a result of the circumstances leading to the insured event, their legal successors, as well as other beneficiaries, entitled to claim on account of the death of the policyholder are covered by legal protection insurance.

### Art. 502

#### Scope of insurance

Orion Legal Expenses Insurance Ltd. shall provide the insured with legal protection in the following areas of law:

#### 502.1 Law of damages

Assertion of non-contractual claims for damages under civil law with regard to damage to property or personal injury (physical injury/death) as well as financial losses directly resulting from such damage that the insured person suffers in traffic accidents (excluding offences relating to libel);

#### 502.2 Criminal charges

Filing of criminal charges if this is necessary for the enforcement of the claims for damages listed above by an insured person (excluding offences relating to libel);

#### 502.3 Defense

In the event of criminal or administrative proceedings instituted against the insured person in connection with a traffic accident or a violation of traffic regulations;

#### 502.4 Revocation of the license and taxation of vehicles

Orion provides legal expenses protection:

- In the event of confiscation of the driver's license or vehicle registration documents;
- In disputes over vehicle taxes and road use duties (such as HVF);

#### 502.5 Social insurance law

Disputes under social security law resulting from an insured traffic accident with Swiss public insurance (disability insurance, Federal Accident Insurance Institution, etc.) as well as Swiss pension funds and health insurance funds;

#### 502.6 Other insurance law

Disputes arising out of the insurance contract with private insurance companies;

### 502.7 Medical law & patients' rights

Disputes regarding the treatment of injuries from an insured traffic accident against physicians, hospitals and other medical institutions;

### 502.8 Vehicle contract law

Disputes arising out of the following contracts governed by the Swiss Code of Obligations with regard to insured vehicles (including their accessories, such as child car seats, car radios, etc.): purchase, rental, loan, leasing, deposit, repairs (exhaustive list);

### 502.9 Garage rental

Disputes in the Policyholder's capacity as a long-term tenant of a garage or parking space rented for an insured vehicle.

### Art. 503

#### Period of coverage and insured event

Insurance coverage applies to legal cases that occur during the term of the contract, provided that the need for legal protection also arises during the term of the contract. There is no coverage for cases that are reported more than 6 months after the policy or where legal expenses insurance coverage is cancelled. The legal case is deemed to have occurred:

- In terms of the law of damages:  
At the time of the traffic accident.
- Criminal law:  
At the time of the actual or alleged contravention of penal provisions.
- Insurance law:  
In the event of bodily injury upon the first occurrence of the health impairment that resulted in a disability or an inability to work. In all other cases: Upon the first occurrence of the event that gives rise to the claim against the insurance.
- In all other cases:  
At the time of the actual or alleged breach of legal provisions or contractual obligations, unless the insured is in a position to anticipate that legal differences might arise. In this last case, the time by which such anticipation is possible shall be authoritative.

### Art. 504

#### Insurance benefits

#### 504.1 In the legal cases insured,

Orion will pay up to 600,000 CHF per legal case for:

- Orion's processing of the legal disputes,
- The fee for a lawyer, counsel or mediator,
- The costs of obtaining an expert opinion provided that Orion gives its consent or it is ordered by the court,
- Court costs or other costs of the proceedings borne by the insured, including advances,



- Indemnifications awarded to the counterparty and imposed on the insured by the court, including any security to be provided,
- The collection of any claims due to an insured under an insured case until such time as a provisional or definitive certificate of shortfall is issued or a filing made for protection from creditors or for bankruptcy,
- Advances with regard to bail after an accident to avoid being remanded in custody,
- The translation and travel costs needed for judicial proceedings abroad up to 5,000 CHF.

#### 504.2 Payment of the following is generally not insured:

- Fines,
- Costs of blood alcohol and drug analyses ordered in traffic-related matters and medical or psychological examinations, and remedial driving training,
- Compensation for loss and damages,
- Costs and fees of the first notification in criminal proceedings regarding traffic violations (such as penalty orders, imposition of fines, etc.) and administrative procedures (e.g. cautions, confiscation of driver's license, etc.). These shall be borne by the insured, also in the case of any appeals,
- Costs and fees that a third party is required to pay or that are payable by a liable party or liability insurer, in which cases Orion shall pay only advances,
- The costs and fees of bankruptcy proceedings and filing for protection from creditors, of proceedings contesting claims or creditors' rankings, or the separation of assets.

All disputes that arise from the same cause or that are indirectly or directly connected with the same event shall be deemed one claim only.

The sum insured shall be indemnified once only per claim, even if several areas of the law are involved. Any security and advances provided shall be offset in full against the sum insured. Such advances and security must be refunded to Orion.

If an event affects several policies held by the insured, Orion reserves the right to limit its benefit payments to out-of-court settlements until such time as the lawyers of its choice shall have obtained a landmark court decision. The benefits paid out to all insured covered by the same policy will be added together.

#### Art. 505

##### Uninsured legal disputes

The following are not insured (all exclusions supersede the provisions set out under Art. 502):

- All capacities of the insured person which are not specified under Art. 501, as well as any areas of the law not expressly defined as insured under Art. 502;
- Disputes regarding claims which have been assigned to an insured person, or which an insured person has assigned;

- The rebuttal of non-contractual claims for damages made by third parties;
- Disputes in connection with war, unrest, strikes or lock-outs or resulting from involvement in brawls or fights;
- Disputes with another person insured under this contract or its liability insurance (this restriction does not apply to the Policyholder him/herself);
- Legal protection in connection with the collection of uncontested claims;
- Disputes under the law on debt enforcement and bankruptcy (through collection procedures arising from insured cases in accordance with Art. 504.1 paragraph 6);
- Disputes against Orion, its directors and officers and its employees as well as attorneys, notaries, legal representatives, mediators and experts used by Orion or the insured person;
- Disputes where the driver used a vehicle which was not permitted to drive on public roads, was not authorized to drive the vehicle, did not hold a valid driver's license or was driving a vehicle which was not equipped with valid license plates;
- In procedures for the purpose of acquiring or converting a driver's license and also for reinstating a license which has been legally confiscated;
- Disputes in connection with active participation in motor-sport competitions and races, including training;
- Disputes in connection with purchase/sale as well as renting of vehicles and vehicle accessories if the insured person pursues these activities commercially;
- Disputes involving charges relating to a particularly flagrant disregard of the speed limit, hazardous overtaking or participation in an illegal race with motor vehicles pursuant to Article 90, paragraph 3 Swiss Road Traffic Act (RTA);
- Disputes in connection with the following events in the case of recurrence:
  - Allegations of driving while incapacitated due to the effects of alcohol, medication or drugs, and refusal to submit to a blood test;
- Allegations of violation of traffic regulations for stationary traffic (no stopping or parking, etc.);
- Disputes in connection with traffic accidents deliberately caused by an insured person.

#### Art. 506

##### Reductions to benefits

Orion expressly waives its legal right to reduce the applicable benefits on the grounds of the insured event having been caused through gross negligence, except in the case of convictions under the law for driving while incapacitated by the effects of alcohol, medication or drugs, and refusal to submit to a blood test.

**Art. 507****Processing of cases**

- Orion shall determine the procedure to be adopted on behalf of the insured. It shall conduct negotiations in an out-of-court settlement and recommend mediation in appropriate cases. It shall also decide on the engagement of a lawyer or mediator and on the compilation of expert reports. Orion may limit the content and amount of the guarantee for payment of costs.

- If the insured person engages a lawyer or counsel or mediator before reporting the case, indemnification of his/her costs prior to filing the claim shall be limited to 300 CHF.

Unless otherwise agreed, Orion shall settle the costs with the attorney (also in the case of a legal dispute) based on the work involved. Orion will not cover any conditional fee agreement concluded by the insured with the lawyer.

- Instead of absorbing the costs in accordance with Art. 504, Orion is entitled to compensate the economic interest in full or in part. This is calculated on the basis of the amount in dispute with due consideration of the litigation and del credere risk.
- Orion shall give the insured a free choice of lawyer if a legal representative needs to be engaged for court or administrative proceedings and in the event of any conflict of interests. Orion reserves the right to reject a lawyer proposed by the insured. The insured may then propose three lawyers from different law firms within the place of jurisdiction for the claim, and Orion will choose one of these three to be retained. This applies regardless of whether there was an obligation to grant the freedom to choose a lawyer or Orion agreed to a lawyer being retained for other reasons. No reason need be given for rejecting a particular lawyer. If the insured terminates the attorney at a later date, the insured must pay any additional costs incurred thereby.
- The insured person or his/her legal counsel must provide Orion with all the necessary information and powers of attorney. All records in connection with the case, such as fines imposed, summonses, judgments, correspondence, etc., must be forwarded to Orion without delay. Where a lawyer has been appointed the insured must authorize such lawyer to keep Orion informed of the progress of the case and, in particular, to make available the documents necessary to assess the insurance coverage or the likely outcome of the proceedings. If the insured fails in this duty of cooperation despite being requested to do so by Orion, he/she shall be granted an appropriate deadline by which to do so under the threat of losing his/her insurance coverage.
- Settlements which contain obligations on the part of Orion may only be concluded by the insured with Orion's consent.
- All court or legal expenses which are awarded to the insured (judicially or extrajudicially) shall pass to Orion up to the amount of the payments it has made.

**Art. 508****Differences of opinion**

- If differences of opinion exist with regard to the proceedings in an insured legal dispute or to the likelihood of success of the legal dispute, Orion will immediately communicate its legal viewpoint in writing and will simultaneously draw the insured's attention to their right to initiate arbitration proceedings within 20 days. If the insured does not request arbitration proceedings within this period, they shall be deemed to have waived this right. After receiving this notification, the insured must take all necessary measures to protect their own interests. Orion is not liable for the consequences of inadequate representation of interests, in particular missed deadlines. The costs of these arbitration proceedings are to be advanced in equal parts by the parties and shall be charged to the unsuccessful party. If one party fails to advance their share of the costs, this shall be considered as acceptance of the legal viewpoint of the other party.
- The parties shall jointly appoint a sole arbitrator. The proceedings shall be restricted to a single exchange of briefs with applications detailing reasons and stating the evidence upon which the parties have based their arguments and upon which the arbitrator shall base their decision. In all other respects, the provisions of the Swiss Code of Civil Procedure (Schweizerische Zivilprozessordnung, ZPO) shall apply.
- If the insured institutes proceedings at their own expense upon Orion's refusal to pay a benefit and secures a judgment that is more in their favor than the solution laid down in writing by Orion or the result of the arbitration proceedings, Orion shall meet the costs incurred as if it had given its consent.

**Art. 509****Communication language**

All communications (including the arbitration proceedings) shall be in the language of the insurance contract.

Where written form is required in these terms and conditions (Art. 501–Art. 509), any other form that makes it possible to provide proof in text form (e.g., by sending an email, contact form) will also suffice.

## Glossary

### Catalog price

The catalog price shall be the official list price incl. VAT (catalog price) valid at the time of the 1<sup>st</sup> matriculation of the vehicle. If no such price exists (e.g. in the case of special production models), then the price paid incl. VAT for the vehicle when it came out of the factory shall apply.

### Certificate of insurance

The certificate of insurance serves as confirmation of the existence of mandatory third party liability motor vehicle insurance and will be sent to the cantonal authorities (Road Traffic Offices) electronically.

### Commercial nature

A vehicle shall be deemed to have a commercial nature if it is used to convey passengers in exchange for money or if it generates a regular income through being hired out to third parties.

### Gross negligence

Gross negligence shall be understood to mean a serious violation of the generally applicable obligation to observe due diligence that affects a loss event.

### Year of service

A year of service shall be the 12-month period calculated from the date on which the vehicle was first put on the road. The time which has elapsed within a year of service up to the time of occurrence of the loss shall be calculated on a pro rata basis.



