

# PostFinance car insurance

## Customer information and General Terms and Conditions of Insurance (GTCI)

All references to persons refer to both men and women.

Version 8.0

### Information for customers

The following information for customers provides a clear and concise overview of the identity of the insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss Federal Law on Insurance Contracts, Contracts, ICA ["VVG"]). The rights and obligations of the contractual partners arise from the insurance policy, General Terms and Conditions of Insurance (GTCI), and from applicable laws, in particular the VVG.

#### 1. Insurer (hereinafter Company)

The insurer is Great Lakes Insurance SE, Munich, subsidiary in Cham, Gewerbestrasse 6, 6330 Cham (a Munich Re Group company) (hereinafter GLISE), with regard to all coverage except for vehicle legal protection insurance and roadside assistance insurance. With regard to roadside assistance insurance, the insurer is TAS Assurances SA at Chemin de Blandonnet 4, 1214 Vernier (hereinafter TAS).

With regard to vehicle legal protection insurance, the insurer is Assista Protection juridique SA at Chemin de Blandonnet 4, 1214 Vernier (hereinafter Assista). This customer information is considered to be customer information for all three insurers or Companies (where applicable).

#### 2. Intermediaries

TONI Digital Insurance Solutions AG (hereinafter TONI), Seefeldstrasse 5a, 8008 Zurich, Switzerland acts as a tied intermediary. PostFinance Ltd (hereinafter PostFinance), Mingerstrasse 20, 3030 Berne, Switzerland acts as TONI's marketing partner and sells insurance products online on its behalf.

TONI acts as the tied insurance intermediary for GLISE, TAS and Assista, and PostFinance Ltd acts as the authorized sales partner of TONI.

#### 3. Risks and scope of insurance coverage

##### Which vehicles and persons are covered by the insurance?

The vehicles and persons listed in the insurance policy are insured. Additionally, vehicle occupants are included in the coverage if claims arise in connection with personal accident insurance.

##### What risks does the policy cover and what is the scope of the cover?

Below you will find information about the types of insurance coverage available. This is a summary of the individual basic coverage as well as supplementary insurance options that are available.

A conclusive general description of the insurance coverage and its limitations can be found in the insurance conditions.

The contractually agreed upon insurance coverage and individual information about the policyholder (e.g. the insured amount or personal data) can be found in the insurance policy.

The following cover is or can be included:

##### Mandatory liability insurance

Cover for damages to third-party property (e.g. vehicles) or persons caused by your vehicle and either you as the keeper/driver or a person for whom you are responsible. The Company covers justified claims and provides defence against unjustified liability claims.

##### Partial cover

Cover for damages to the insured vehicle caused by fire, natural forces, vandalism, glass breakage, marten bites, collision with animals, or theft. If necessary, the costs for salvaging the vehicle will also be covered.

##### Collision cover

Damage from collisions (the combination of partial cover and collision cover is referred to as comprehensive cover).

**Optional supplementary cover** (only possible in combination with partial or comprehensive cover):

##### – Parking damages

Damages that occur to your parked and locked vehicle by unknown third parties.

##### – Personal belongings

Damages to personal belongings that are transported in your vehicle.

##### – Headlights

Damages to headlights, tail lights and indicators.

##### – Replacement value supplement

In the event of a total loss or theft, the current value plus a supplement will be compensated.

##### – Breakdown service (roadside assistance insurance) (Cover via TAS)

##### – Breakdown service throughout Europe

##### – Passenger accident

The vehicle occupants (including dogs and cats) are insured in the event of an accident in line with the Accident Insurance Act (UVG).

##### – Vehicle legal protection cover (Cover via Assista)

Legal advice and support for legal protection cases involving a vehicle.

##### – Gross negligence

– The Company waives its right of recourse to which it is entitled by law if the insured event has been caused through gross negligence.

– The Company will not waive its right of recourse in the following situations:

– if the driver caused the event while under the influence of alcohol, drugs or medication.

– if the insured event was deliberately or contingently caused by an insured person.

– if the damage was caused by speeding or participating in unauthorized races.

– in the event of theft if the vehicle was not locked or the key was left in the ignition.

#### 4. Geographical scope of insurance

##### Where is the insurance valid?

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card).

The insurance cover for the risks of collision and passenger accident as well as the breakdown service (roadside assistance insurance) is also valid in Kosovo.

#### 5. Premium and excess

##### How and when should I pay my premium?

The policyholder must pay the premium by the due date. The premium is due separately to each individual Company. The Companies can instruct the intermediary to collect the premium. The amount of the premium depends on the vehicles and risks insured, the agreed upon coverage and the excess. The premium, statutory fees and other fees are listed in the offer, the policy and the premium calculation. The premiums are listed separately for each Company. Premiums are collected every year, every half year or every quarter. Depending on how you pay, there may be rebates on your premium.

##### What are the excess amounts?

Where agreed upon, you will bear part of the costs yourself (excess) if a claim arises. The agreed upon excesses are listed in the policy.

##### When can the premium be refunded?

If the contract is cancelled prematurely, the Company will reimburse the premium pro rata less the processing fee, or will no longer invoice future instalments.

However, the premium is payable to the Company for the full insurance period if the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months.

The premium for comprehensive insurance is payable to GLISE for the full insurance period if the comprehensive insurance cover lapses due to a total loss compensated by the Company.

## 6. Policyholder obligations

### What are my obligations as a policyholder?

The main obligations of a policyholder include:

- **Pre-contractual duty of disclosure:**  
You must truthfully and completely answer the questions in the application form. Otherwise the Company can cancel the insurance in question and in certain situations, demand reimbursement for cover or refuse cover.
- **Obligation to report a change in the risk situation or the information in accordance with the policy:**  
You must notify the Company of any changes that occur during the insurance period with regard to significant risk factors given in the application (e.g. change of address, possible additional drivers or new drivers, changes to the vehicle, etc.).
- **Obligation to pay the premium:**  
Premiums must be paid by the due date.
- **Obligations in case of a claim:**  
In the event of an insured claim, you must inform the Company immediately and before any repairs are undertaken.
- **Obligation to provide information:**  
You must provide the Company with all information about damages and all information in support of your entitlement to remuneration. The Company relies on your cooperation to provide you with the best support. Examples include clear information about how or under which circumstances the damage occurred, the causes of the damage, the extent of the damage, and police reports or other relevant documentation.
- **Not recognizing third-party claims:**  
The policyholder must never acknowledge claims from third parties (e.g. by making a direct cash payment in case of damage to another vehicle).

Your other obligations are listed in your policy, the GTCI and the Swiss Federal Law on Insurance Contracts (VVG).

If you culpably violate the obligations stated above, the Company may cancel the insurance contract in accordance with the GTCI. If said violation influences the occurrence or extent of damages, the service may be reduced or even refused in accordance with the GTCI.

## 7. Claims

### How do I make a claim?

- Immediate claim report online at [insurance.postfinance.ch](https://insurance.postfinance.ch) or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.

### What happens in the event of a claim for which I am responsible?

In cases of slight negligence, you will receive full cover. If the damage arose from gross negligence (in violation of basic standards of caution), the Company can reduce your cover or, in liability insurance cases, request reimbursement from the party who caused the damage.

## 8. Policy (insurance contract)

### When does the insurance coverage enter into effect?

The insurance coverage begins on the date listed in the insurance policy. The provisional policy that you receive after an online application has no date. The date from which coverage takes effect is entered in the policy when collecting the licence plates from the road traffic department.

### How long is the insurance contract?

The contract ends 12 months after it enters into effect. The date of expiry is listed in the policy. The contract is then tacitly renewed for another 12 months. We reserve the right to terminate the contract in accordance with the GTCI and VVG.

### When does the insurance cover expire?

- **Moving or registering a vehicle abroad**  
Insurance cover expires if the owner registers the vehicle abroad or moves their domicile abroad (unless bilateral agreements between the countries provide otherwise).
- **Initiation of bankruptcy proceedings**  
Insurance cover expires if bankruptcy proceedings are opened against the policyholder. The insurance contract ends as soon as the proceedings are opened.

For more information on how and when contracts expire, please refer to the insurance policy, GTCI and VVG.

### When can the insurer amend the insurance contract?

If there are changes to the premium, fees or insurance conditions (e.g. excess provisions), the insurer may put these in an amended contract with effect from the following insurance period.

## Proof of insurance

As soon as the desired cover is approved by the insurer (by issuing a provisional policy), electronic proof of insurance is sent to the road traffic department where the number plates may then be collected. If insurance cover no longer exists, the road traffic department will be informed and the number plates must be returned.

## 9. Data protection

### How is your data handled?

- **Basic principles**  
The Company and its partners rely on electronic data processing in order to ensure that contracts are processed efficiently and correctly. All data processors named below handle your data in accordance with Swiss data protection law.
- **Data processing**  
Processing means any use of personal data, regardless of how they are used or the procedures involved, with particular regard to the collection, storage, use, alteration, publication, archiving or destruction of data.
- **Categories of data**  
The data that we process comes from insurance agreements and handling claim cases. The following are the main categories of data that are processed: application data, customer data, contract and claim data, data from injured parties and claimants, and debt collection data.
- **Purpose of data processing**  
We acquire and process data for the running of the insurance business, sales, administration, the brokerage of products and services, marketing purposes (e.g. market research, creating customer profiles), risk assessment, handling claims, and concluding insurance contracts and all related business. Conversations with our customer hotline, which is operated by Certus Solutions GmbH, may be recorded to ensure proper service and for training purposes.
- **Data storage**  
Data are stored electronically and/or physically and are recorded, stored and deleted in accordance with the legal provisions. Data relating to business correspondence are to be stored for a minimum of 10 years after the end of the contract. Data related to claims are to be stored for a minimum of 10 years after settlement of the claim.
- **Data transfer**  
Within the scope of the GTCI, the Company is authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurer may also request information from these parties when necessary. The policyholder authorizes PostFinance to share the data required to fulfil the contract within the scope of the GTCI with TONI, the Company and, where necessary, other relevant third parties (such as order processors, cooperation partners, etc.) both within Switzerland and abroad. Within these parameters, the policyholder releases

PostFinance from adherence to bank client confidentiality in accordance with Art. 47 of the Banking Act. PostFinance publishes further information on its practices regarding the disclosure and handling of customer data at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

– **Right to information and correction of data**

The data protection law gives you the right to request information about the data that are processed about you. Furthermore you can request incorrect data to be corrected.

Corresponding enquiries are to be sent to [insurance@postfinance.ch](mailto:insurance@postfinance.ch) or by post to the address below.

**10. Complaints**

Please address any complaints to:  
 TONI Digital Insurance Solutions AG  
 Seefeldstrasse 5a  
 8008 Zurich  
 Tel.: +41 43 543 81 75  
 Fax +41 43 543 81 82  
 E-mail: [postfinance@toni-dis.ch](mailto:postfinance@toni-dis.ch)

**A General provisions**

**Art. A1 Basis of contract**

The insurance contract consists of the insurance policy, the General Terms and Conditions of Insurance (GTCl), and any Special Terms and Conditions of Insurance (STCl). The information in the policy refers to the information from the policyholder given in the application. The insurer is Great Lakes Insurance SE, Munich, subsidiary in Cham, at Gewerbestrasse 6, 6330 Cham (hereinafter GLISE or Company), with regard to all coverage except for vehicle legal protection insurance and roadside assistance insurance.

With regard to roadside assistance insurance, the insurer is TAS Assurances SA at Chemin de Blandonnet 4, 1214 Vernier (hereinafter TAS or Company). With regard to vehicle legal protection insurance, the insurer is Assista Protection juridique SA at Chemin de Blandonnet 4, 1214 Vernier (hereinafter Assista or Company).

In addition, the Swiss Federal Law on Insurance Contracts (VVG), and to a lesser extent the Swiss Code of Obligations (CO) apply. For liability insurance, the Federal Law on Road Traffic (SVG Art. 63 et seq.) applies.

**Art. A2 Subject of the insurance**

For motor vehicle insurance, the following supplementary coverage options are available:

- Liability insurance (Part B)
- Comprehensive insurance (Part C) (includes partial cover, collision cover and options)
- Breakdown service (Part D) (roadside assistance insurance) (optional)
- Personal insurance (Part E) (optional)
- Vehicle legal protection insurance (Part F) (optional)

The insured areas, insured amounts and excesses are listed in the insurance policy.

**Art. A3 Start of insurance cover**

The insurance coverage begins on the date listed in the insurance policy.

**Art. A4 End of the contract**

The contract ends 12 months after it enters into effect. The date of expiry is listed in the policy. The contract is then tacitly renewed for another 12 months if it is not validly terminated beforehand. Any notice of termination must be addressed to the other party of the respective insurance contract. Vehicle legal protection insurance and roadside assistance insurance can be terminated separately in accordance with the provisions of these GTCl. If the contract between GLISE and the policyholder is terminated, the contract with Assista for vehicle legal protection and the contract with TAS for roadside assistance is also terminated at the same time.

**Termination by policyholder:**

- a) The standard period of notice is three months at the end of each month.
- b) If the Company's operating license is revoked by FINMA, the contract can be terminated with immediate effect.
- c) In case of a claim: After each claim for which the Company paid a benefit, and at the latest upon payment of the benefit in accordance with Art. 42 of the VVG. The cover expires 14 days after receipt of the notice of termination.

**Termination by the Company:**

- a) The standard period of notice is three months at the end of each month.
- b) If essential facts were stated incorrectly in the application, the contract can be terminated pursuant to Art. 6 et seq. of the VVG.
- c) If a significant increase in danger or risk was concealed from the Company, the contract can be terminated in accordance with Art. 28 et seq. of the VVG.
- d) If insurance fraud was committed, the contract can be terminated in accordance with Art. 40 of the VVG.
- e) If the policyholder has not paid their premium and has already received a reminder, the contract can be terminated in accordance with Art. 20 and 21 of the VVG.
- f) In case of a claim: After each claim for which the Company paid a benefit, and at the latest upon payment of the benefit in accordance with Art. 42 of the VVG. The cover expires 30 days after receipt of the notice of termination.

**Art. A5 Expiry of contract**

The insurance policy automatically expires when

- a) the policyholder registers their vehicle abroad;
- b) the policyholder moves their domicile abroad (unless bilateral agreements between the countries provide otherwise);
- c) the vehicle is transferred to a new owner who then does not accept the insurance policy within the legally stipulated time period or who takes out an insurance policy with another Company. For liability insurance, Art. 67 of the Road Traffic Act applies. For comprehensive insurance, Art. 54 of the VVG applies. Insurance coverage that loses its purpose expires automatically (this applies to personal accident insurance and roadside assistance insurance);
- d) bankruptcy proceedings are opened against the policyholder (Art. 55 of the VVG).

**Art. A6 Withdrawal from the contract by the Company**

The Company may withdraw from the contract if the policyholder defaults on their premium payments (Art. A14) and the Company waives its right to claim the premium (in accordance with Art. 20 and 21 of the VVG).

The Company may also withdraw the contract if the policyholder is in breach of their obligation to report damages and cooperate with the Company in the event of a claim (Art. A17) in order to deceive the Company or to prevent the timely determination of the circumstances that led to the claim (Art. 38 of the VVG).

Withdrawal of the contract must be made in writing and takes effect on the date of delivery to the policyholder.

Withdrawal of the contract by GLISE applies to the entire insurance coverage. Withdrawal of the contract by TAS or Assista applies only to the cover for roadside assistance or vehicle legal protection.

**Art. A7 Geographical scope of insurance**

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card). The insurance is only valid if the insured vehicle is registered in Switzerland and the policyholder is domiciled in Switzerland (see Art. A5).

For trips abroad, the policyholder may request a green insurance card that shows which countries the vehicle is insured in.

The insurance cover for the risks of collision and passenger accident is also valid in Kosovo.

**Art. A8 Obligation to provide information in the event of a change in risk**

If any information provided in the application changes during the insurance period, the representative of the Company listed in the policy must be informed immediately in writing.

The Company is entitled to adapt the premium for the entire contract in accordance with the current valid rates starting from the date when the changes take effect.

**Art. A9 Premium payments and due dates**

The premium is due at the beginning of the insurance period. The premium is levied and displayed separately for each Company.

The first premium is due on the date stated in the policy. The subsequent premiums are likewise due on the dates stated in the policy.

For instalment payments, the full premium is due, but deferred. If the contract is terminated, the Company can request immediate payment of all outstanding instalments.

Other outstanding payments from the contract (e.g. excess, reimbursement of benefits) will be due upon receipt of the invoice.

**Art. A10 Excess**

The excess agreed upon in the policy applies for each insured event and is always charged in advance to the policyholder.

The excess applies to all cover provided by the Company, taking into account the costs of defending against unfounded claims.

**Art. A11 Fees**

A separate fee is charged by the Company for the following special business cases:

- a) Pro rata instalment payments
- b) Reminders
- c) Initiating a debt collection process, including any additional debt collection costs
- d) Amending the contract when licence plates are deposited (in the event of a suspension)
- e) Notifying authorities in the event of non-payment of the premium

**Art. A12 Reimbursement of premium**

If the contract is terminated prematurely, the Company will reimburse the premiums paid pro rata.

However, the premium is payable to the Company for the full insurance period if the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months.

The premium for comprehensive insurance is then payable to GLISE for the full insurance period in the case of benefits paid out by the Company for a total loss.

**Art. A13 Changes to the premium, excess and other conditions**

The Company is entitled to unilaterally change the conditions of the contract for a new insurance period within the scope of insurance contract law.

The changes will be announced at least 30 days before the end of the insurance contract. The policyholder then has the right to terminate the insurance contract in its entirety. If the changes apply only to the roadside assistance insurance or the vehicle legal protection insurance contract, the right of termination of the policyholder applies only with regard to the relevant insurance contract.

The written cancellation must be received by the Company no later than the last day of the insurance year.

If no cancellation is received by this point, the changes to the contract will be deemed accepted.

**Termination is not permitted in the following situations:**

- a) Increase of justified instalment fees;
- b) Introduction or increase of statutory fees (federal stamp duty, accident insurance premiums, contributions in accordance with the Road Traffic Act)
- c) Contract changes required by law or government authorities.

**Art. A14 Non-payment of premiums, excesses or other receivables arising from the insurance contract**

If premiums, excesses or other receivables arising from the insurance contract are not paid by the due date, the policyholder will be sent a reminder. Once 14 days have passed after sending the statutory reminder for non-payment of premiums, the obligation of the Company to provide benefits will be suspended until the outstanding premiums and fees, including any reminder or debt collection fees, have been paid in full. The suspension of insurance coverage only applies in favour of the Company to which the premium has not been paid and is outstanding.

If liability insurance is suspended, GLISE will contact the road traffic department, who will instruct the police to confiscate the vehicle registration certificate and number plates.

Where legally permissible, the Company is entitled to offset outstanding premiums or other receivables arising from this contract with the benefits to the policyholder or another insured person.

**Art. A15 Replacement vehicles**

If the insured vehicle is not fit for use, the holder can apply to the competent authority for the number plates to be transferred to another safe vehicle for a maximum of 30 days.

The registration certificate for the insured vehicle must be left with the road traffic department. It is not necessary to notify GLISE.

During this time, the agreed upon insurance coverage also applies to the replacement vehicle. However, this only applies to comprehensive insurance when the replacement vehicle is in the same price category or lower. The insurance cover also remains in force for the insured vehicle. Liability and partial cover only apply, however, to damage that occurs on private property that is not accessible to public transport.

**Art. A16 Depositing number plates**

If the number plates are deposited with the road traffic department (suspension), the insurance cover continues to apply for a maximum of six months.

Liability and partial cover only apply, however, to damage that occurs on private property that is not accessible to public transport. During the period that the number plates are deposited, the premium is reduced in accordance with the risk. The premium reduction will be offset against the premium due upon reinstatement.

The insurance suspension rebates are as follows:

- a) Liability 75%;
- b) Comprehensive 75%;
- c) Partial cover 50%.

**Art. A17 Obligations in the event of a claim**

The policyholder must inform the Company about the damage for which compensation is claimed immediately and before any repairs are undertaken. File your claim as follows:

- Immediate claim report online at [insurance.postfinance.ch](https://insurance.postfinance.ch) or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad)
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.

The policyholder must provide all information about the damages and all information necessary to substantiate the claim for compensation. The Company relies on the cooperation of the policyholder in order to provide optimal support. Examples include clear information about how or under which circumstances the damage occurred, the causes of the damage, the extent of the damage, and police reports or other relevant documentation.

Each claim will be processed separately by the Company with which the damage is insured.

For liability insurance, GLISE will negotiate with the injured party. The insured persons are obliged to assist the Company in determining the facts of the case and to refrain from responding to the claims of the injured party (loyalty to the contract). In particular, they may not acknowledge liability claims or make any payments to the injured party; furthermore, they must leave the handling of civil proceedings to the Company.

The settlement of the claims from the injured party by the Company is in all cases binding for the insured persons. The policyholder must never acknowledge claims from third parties (e.g. by making a direct cash payment in case of damage to another vehicle).

The police must be informed in the event of an accident involving personal injury, theft or collision with an animal. In the event of theft, the Company is entitled to file criminal charges against the perpetrator.

In the event of death, the Company must be notified (in writing or by phone) in good time, stating the injured party's name and place of residence and the date and place of the accident, so that, if necessary, evidence can be provided before the funeral.

For partial damages, the Company is entitled to view the damaged vehicle before it is repaired.

If a lost vehicle is recovered within 30 days of the theft being reported to the Company, the policyholder must retrieve the vehicle after it has undergone repairs at the Company's expense.

#### **Art. A18 Accidents abroad**

In the event of an accident abroad, liability damages will be handled by a claims representative. On the basis of the Road Traffic Act and number plate or "Green Insurance Card" agreement or any other international agreement, the claims representative will instruct the competent authorities to handle the injured party's claims.

The claims representative is listed on the green insurance card.

The remaining claims in the event of accidents abroad are handled by the Company itself, unless it has outsourced the claims settlement to a third party company for supervisory purposes.

#### **Art. A19 Breach of obligations**

In the event of a breach of contractual obligations, the obligation to pay benefits under insurance contract law lapses, unless the breach is not the responsibility of an insured person or the breach has no influence on the occurrence of the likely event and on the scope of benefits provided by the Company. Only the obligation of the Company that is affected by the breach of the contractual obligation ceases to apply.

#### **Art. A20 Cession of claims**

Claims to the insured benefits may not be transferred or pledged prior to their final determination without the express consent of the Company.

#### **Art. A21 Benefit reductions and right of recourse**

The Company may hold the policyholder and insured persons liable to the extent that it is entitled under this contract, road traffic legislation or the Federal Law on Insurance Contracts to refuse or reduce its benefits. This may apply for instance due to restrictions on the scope of insurance, illegal or non-contractual use of the vehicle or the number plates, conduct contrary to the contract or damage caused by gross negligence, up to the amount of its benefits paid out, including lawyer's and court fees.

#### **Art. A22 Gross negligence cover (optional)**

If protection against gross negligence has been agreed in the policy, the Company waives its right of recourse or reduction in benefits due to gross negligence in the event of damage pursuant to Art. 14 para. 2 and 3 of the VVG.

The following cases are not covered:

- a) if the driver caused the event while under the influence of alcohol, drugs or medication.
- b) if the insured event was deliberately or contingently caused by an insured person.
- c) if the damage was caused by speeding or participating in unauthorized races.
- d) in the event of theft if the vehicle was not locked or the key was left in the ignition.

#### **Art. A23 Correspondence with the Company**

All correspondence with the Company must be sent to the address listed on the last policy or premium.

#### **Art. A24 Data protection**

The Company and its partners are authorized to acquire and process the data needed for concluding contracts and handling claims. The Company is likewise authorized to acquire necessary information from third-parties or from government authorities. The Company and its partners handle this information in a confidential manner. If required for the provision of services, the Company, TONI and PostFinance are authorized to forward data for processing to involved third parties, namely co-insurers, re-insurers or other participating insurers, involved intermediaries, cloud providers or other service providers used within Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurance in the event that claims for compensation are made.

In the event of a claim, the claim information is processed exclusively by the Company and its representatives that cover the damage. Claim information will not be shared with companies that are not affected.

The GTCL, the Company is authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurer may also request information from these parties when necessary. The Company is authorized to inform third parties (e.g. competent authorities) to whom the insurance coverage has been confirmed of the suspension, amendment or termination of the insurance. Information may also be shared in order to detect or prevent insurance fraud.

#### **Art. A25 Bank client confidentiality**

Insofar as information is shared by PostFinance in accordance with Art. A24, the policyholder releases PostFinance from adherence to bank client confidentiality in accordance with Art. 47 of the Banking Act, provided this is applicable.

#### **Art. A26 Customer communication**

The policyholder agrees that customer communication can occur via post, telephone and electronic channels (such as e-mail, etc.) via the addresses used in communication with or provided or known to the insurer and its auxiliaries (including intermediaries and cooperation partners). The policyholder is aware of the general risks of electronic channels. In addition, it cannot be ruled out that a possible business relationship with PostFinance may be inferred from the sending of e-mails. By stating his or her e-mail address, the policyholder explicitly agrees that customer communication may take place using unsecured e-mails. The Company, TONI, PostFinance and their auxiliaries accept no liability for damage or loss in this context.

#### **Art. A27 Place of performance and jurisdiction**

The obligations arising from this contract are to be fulfilled in Switzerland and in the Swiss currency. The policyholder or beneficiary may choose between the following places of jurisdiction:

- a) Zurich
- b) The Swiss domicile of the policyholder or beneficiary

#### **Art. A28 Sanction clause**

Irrespective of the other contractual provisions, no insurance coverage exists and the Company does not provide any benefits if doing so would be in breach of applicable economic, trade or financial sanctions.

#### **Art. A29 Optional coverage**

The insurance coverage listed as optional in the GTCL is only granted if it is explicitly confirmed in the insurance policy.

#### **Art. A30 Obligation to report a change in the risk situation or the information in accordance with the policy**

During the period of insurance, the Company must be notified immediately of any changes to the facts declared in the application and relevant for the risk assessment, such as change of address, any new drivers (e.g. learner drivers), changes to the vehicle, etc. Art. 28-32 of the VVG apply.

### Art. A31 Special expenses

Expenses due to a temporary breakdown of the insured vehicle for an insured comprehensive insurance event are covered.

Insured up to a sum of CHF 500.– are travel and transport costs, the rental costs of a replacement vehicle of the same or a lower price category, the costs of overnight accommodation and other expenses incurred as a result of the breakdown of the vehicle, unless these are already insured under the basic benefits of the comprehensive insurance or the Assistance breakdown assistance.

## B Liability insurance

### Art. B1 Subject of the insurance

The Company (i.e. GLISE) provides insurance cover for civil claims that are brought against the insured persons on the basis of statutory liability provisions of road traffic law due to:

- a) Death or injury of a person (personal injury);
- b) Destruction or damage of property (material damage).

Personal injury and material damage are insured when they arise:

- a) as a result of operating the vehicle specified in the policy and trailers or vehicles towed by the insured vehicle;
- b) during a traffic accident caused by these vehicles when they are not being operated;
- c) as a result of providing assistance in the event of an accident involving said vehicles.

The insurance also extends to civil liability of the insured persons for uncoupled trailers as per Art. 2 of the Ordinance on Civil Liability and Road Traffic Insurance (VVV).

The insurance also covers civil law claims against the insured persons arising from accidents when entering or exiting the vehicle, when opening or closing the doors, bonnet, sunroof or boot, and when coupling or uncoupling a trailer or towed vehicle.

If, as a result of an unforeseen event, the occurrence of an insured loss is imminent, the insurance also extends to the costs borne by an insured person which are caused by appropriate measures to avert this risk (loss prevention costs).

The insurance does not cover:

- a) liability for claims arising from the transport of dangerous goods as defined by Swiss road traffic legislation;
- b) liability for claims arising from using the vehicle for commercial passenger transport or from commercially renting the vehicle to another driver.

### Art. B2 Insured persons

The insurance covers the owner and the persons for whom he is responsible pursuant to road traffic legislation.

### Art. B3 Insurance benefits

The insurance covers the settlement of justified claims and the defence against unjustified claims. The benefits provided by the Company are limited to the insured amount specified in the policy, including any interest on the claims for damages, attorneys' fees and court costs.

### Art. B4 Coverage for fire, explosion or nuclear power

Compensation for personal injury and material damage that arise from fire, explosions or nuclear power, as well as total loss prevention costs, are limited to the legally stipulated minimum insurance cover.

If road traffic legislation provides for higher compensation, then that legislation takes precedence and this amount applies as the maximum compensation provided by the Company.

### Art. B5 Excess

The excess specified in the policy applies for each claim that arises for which the Company must provide benefits. It is to be paid by the policyholder.

The agreed upon excess for young drivers applies to drivers who are under the age of 25 at the time of the insured event.

The agreed upon excess for new drivers applies to drivers who have held the license for their vehicle category for less than three years at the time of the insured event.

The agreed upon excess for other drivers applies to drivers who have reached the age of 25 at the time of the insured event.

If an excess is applicable and the Company has directly settled the injured party's claims, the policyholder is required to repay the amount of the deductible upon first request, up to the agreed excess and regardless of who was driving the vehicle at the time of the accident.

The excess is waived:

- a) when no fault is attributable to the insured person (purely causal liability);
- b) in the event of joyrides where the owner is not responsible for the theft of the vehicle.

### Art. B6 Limitations to insurance coverage

Subject to Art. 63 of the Road Traffic Act, the insurance does not cover:

- a) claims for damage to property of the holder, his spouse, the registered partner of the holder, his ascendant or descendant relatives and his siblings living with him in the same household;
- b) claims filed by victims of accidents occurring during races, rallies or similar competitions, as well as during all rides on race tracks. When such events take place in Switzerland, claims filed by third parties pursuant to Art. 72 para. 4 of the Road Traffic Act are only excluded if the legally prescribed insurance exists for the event in question;
- c) claims filed for damage to goods of an injured party being transported by the vehicle's keeper, with the exception of personal items such as luggage;
- d) claims arising between the keeper and owner of a vehicle for damage to that vehicle;
- e) the civil liability of a driver operating a vehicle without the legally required driving license, or the liability of a driver with a learner's licence driving without the legally required company;
- f) the civil liability of those who allow such persons to operate the insured vehicle, even although they ought to have been aware that the person does not possess a legally required license or is carrying out the journey without the prescribed company;
- g) in the event of joyrides: the civil liability of the persons who stole and drove the insured vehicle with the intention of using it and that of the driver who knew or ought to have known, had proper care been taken, that the vehicle had been stolen for this purpose;
- h) civil liability for driving without permission of the authorities and the civil liability of those who used the vehicle entrusted to them for journeys they were not authorized to make;
- i) claims arising from accidents in connection with the wilful commission of a crime offence or attempt to commit them.

### Art. B7 Right to demand repayment

The Company may demand repayment in whole or in part of benefits paid out to policyholders or insured persons if it later becomes clear that the benefits were not actually due.

## C Comprehensive insurance (includes partial cover, collision cover and options)

### Art. C1a Subject of the insurance

The Company (i.e. GLISE) covers damage that is outside the control of the insured person and affects the declared vehicle as well as its special equipment, accessories and standard on-board equipment. Trailers are only insured if previously agreed upon. Accessories and equipment that can also be used independently of the vehicle, such as game consoles, telephones, radios, audio, video and data carriers etc., equipment and optional extras that exceed the standard equipment and for which a surcharge must be paid for, are not covered up to a total value of 10% of the catalogue price of the declared vehicle unless otherwise agreed. The insurance covers damage suffered by the vehicle when it is being operated, when it is stationary or when it is being transported by sea or land.

### Art. C1b Insured persons

The most frequent driver listed in the policy is the policyholder, who is the insured person. Other drivers are only insured with the following restrictions: The Company reserves the right to reduce the benefits if a claim involves a driver not listed in the insurance policy who should have been declared.

### Art. C2 Insured events

#### a) Collision damage

Damage caused by a sudden, violent external force, in particular damage caused by impact, collision, falls, sinking, even if it occurs following operational, breakage or wear and tear damage; damage caused by wilful or malicious acts of third parties.

The insurance does not cover damage caused while using the vehicle for commercial passenger transport or commercial rental to self-drivers unless hitherto explicitly agreed in the policy.

#### b) Theft

Loss, destruction or damage to the vehicle as a result of theft, misappropriation or robbery as defined by criminal provisions. Damage arising from attempted theft, misappropriation or robbery is also covered. Damage resulting from a breach of trust is excluded.

#### c) Fire damage

Fire damage, regardless of the cause (internal or external); damage resulting from short circuits, explosions and lightning; damage resulting from firefighting activities.

The insurance does not cover the following situations:

- Damage to electronic devices and components caused by internal defects or wear;
- Fire damage to vehicles or components for which warranty claims could be made;
- Scorching damage.

#### d) Natural hazards

Damage caused directly by stones or rocks falling on the vehicle, falling ice, landslides, avalanches, snow pressure, storms (winds of at least 75 km/h that damage trees or buildings in the vicinity of the vehicle), hail, high water and floods.

#### e) Glass breakage

Breakage of the front, side and rear windows or the glass roof (including materials used in place of glass). Benefits are only be paid out after the glass damage in question has been effectively repaired.

#### f) Damage caused by animals

Damage caused by collision of the declared vehicle with animals on a public road. Damage caused by swerving to avoid a collision with an animal is not covered.

#### g) Damage caused by vandalism

Wilful or malicious breaking off of the antenna, mirrors, windscreen wipers or ornamental items, punctured tyres, and the addition of harmful substances to the fuel tank. This list is exhaustive.

#### h) Damage caused by martens

Damage to a declared vehicle caused by marten bites (includes consequential damage).

#### i) Damage caused by falling parts

Damage as a result of a crashing aircraft or an aircraft making an emergency landing, spacecraft, rockets or parts thereof, objects transported by aircraft, and meteorites.

#### j) Damage caused by emergency services

Maintenance and cleaning of a vehicle following damages caused to the interior as a consequence of assistance provided to road accident victims.

#### k) Parking damage (optional)

Damages from third parties incurred by a declared vehicle while it is parked and locked. Also includes damages from deliberate and malicious vandalism. A maximum of two claims are paid per calendar year, depending on the date of damage. The sum insured for parking damage coverage is specified in the policy.

#### l) Carried items (optional)

Damage or destruction of personal effects carried in a declared vehicle for the personal use of its passengers when the vehicle itself suffers damage. Theft of personal effects carried in a declared vehicle

for the personal use of its passengers, provided these were in a completely locked car at the time of the theft. The following are not insured: cash, credit cards, travel cards and tickets, securities, savings books, precious metals (as inventory, bullion or trade goods), coins and medals, loose gemstones and pearls, jewellery, audiovisual items such as DVDs or games, computer hardware and software, portable telephone and radio equipment, radios and TVs, fax machines, merchandise and goods used for work. Subjective values will not be compensated.

#### m) Headlights (optional)

Coverage for vehicle components made of glass, including small components such as headlights, indicators, etc. Materials that serve as a replacement for glass are also included. Light bulbs and LEDs are also insured provided they were damaged as a result of glass breakage.

Damages caused by internal defects are not covered, and neither are damages to navigation systems, sensors or radars.

This list of insured events is exhaustive.

### Art. C3 Precautionary cover

In the event of a change of vehicle, comprehensive insurance cover for the new vehicle is valid for 14 days from the date of issue of the insurance certificate, provided that the policyholder applies for such cover for the new vehicle during this period. The agreed excess applies.

### Art. C4 Insurance benefits

#### a) Benefits in the event of partial damage

The Company pays for:

- Repairs: repair costs, i.e. replacement parts and labour costs for restoring the vehicle to the condition it was in before the insured event.
- Amount: 75% of the sum calculated for repair costs, where an estimate has been provided by the Company. The customer can then not add any additional damages to the same claim.

Pre-existing damage: If damage was already present before the occurrence of the claim, the benefit paid by the Company is reduced by the amount of the repair costs for said damage. Where poor maintenance, wear and tear or pre-existing damage have significantly increased the cost of repair or if the repair has significantly improved the condition of the vehicle, the policyholder must bear an appropriate share of these costs, as determined by the experts.

#### b) Benefits in the event of total loss

The policy states whether or not the insurance was concluded with or without value supplement.

#### b1) Current value supplement (optional)

Total loss occurs if the repair costs exceed 65% of the current value within the first two years of service or if the repair costs exceed the current value after the first two years.

Total loss also occurs if a stolen vehicle is not found within 30 days of submission of the claim in writing to the insurance company.

Following total loss, compensation is calculated using the following scale. Compensation is based on a percentage of the catalogue price (current manufacturer value) for the vehicle and its optional equipment (partial years will be calculated proportionally).

1st year of service	100%
2nd year of service	100%–90%
3rd year of service	90%–80%
4th year of service	80%–70%
5th year of service	70%–60%
6th year of service	60%–50%
7th year of service	50%–40%
From the 8th year of service	Current value plus 10%

In all circumstances, the maximum compensation will be the purchase price and the minimum compensation will be the current value (plus 10%). If the current value (plus 10%) is higher than the purchase price, the purchase price is compensated.

**b2) Current value (if the value supplement option was not selected)**

Total loss occurs if the repair costs exceed the current value.  
Total loss also occurs if a stolen vehicle is not found within 30 days of submission of the claim in writing to the insurance company.  
Following total loss, compensation is based on the vehicle's current value.  
In all circumstances, the maximum compensation will be the purchase price and the minimum compensation will be the current value. If the current value is higher than the purchase price, the purchase price is compensated.

**b3) Reduction of benefits**

If the replacement value or, in the case of dealer number plates, the insured amount is declared too low, the damage will only be compensated in proportion to the declared replacement value (the declared insured amount) to the actual replacement value of the damaged or stolen vehicle. This also applies to partial damage.

**c) Scrap**

In the event of total loss, the value of the scrap vehicle will be deducted from the benefit. This provision also applies mutatis mutandis to individual equipment, accessories and items carried. Punctured tyres are compensated proportional to their degree of wear.  
If the scrap value is not deducted from the compensation, the scrap or the vehicle or other objects become the property of the Company upon payment. If a lost vehicle or other item is compensated, the ownership rights are also transferred to the Company.

**d) Coverage for items carried**

The Company will pay the costs for the repair, but not more than the amount required for the purchase of an equivalent item at the time of the loss event.  
The benefits are limited to the insured amounts listed in the insurance policy.

**e) Additional costs**

Costs for salvaging and towing the vehicle to the nearest workshop suitable for the necessary repairs.  
For insured events that transpire abroad, the Company also reimburses the costs of returning the vehicle to Switzerland if the vehicle cannot be returned by the policyholder or driver. This includes any customs clearance costs.

**Art. C5 Insured amount and excess**

**a) Insured amount**

The insured amount is determined based on the catalogue price of the vehicle as well as the replacement value of any accessories or optional equipment. If no catalogue price is available, or if the value of the vehicle exceeds the list price, or if there are other reasonable grounds, a market value can be agreed upon. This value is then used to calculate the premium and the compensation in the event of a total loss.

If the agreed market value or declared replacement value for accessories and equipment is lower than the actual value of the insured risk at the time of the insured event, the Company can reduce the benefits proportionally (underinsurance).

**b) Excess**

The policy lists the insured events for which the policyholder has to pay an excess.

The agreed excess applies to each claim.

If a towing vehicle and trailer are insured with the Company and both are damaged in the same event, the excess applies only once. If there are several excesses, the highest one applies.

**Art. C6 Limitations to insurance coverage**

The following situations are not insured:

- a) Operating damage, breakage or wear and tear, in particular broken springs due to vibration of the vehicle on the road, or manufacturer damage.
- b) Damage from lack of oil or poor oil quality
- c) Damage due to the lack or freezing of coolant
- d) Damage caused by a driver who does not possess a legally required driving license, or by a driver with a learner's licence who drives without the legally prescribed company, where an insured person was

aware or ought to have been aware of the situation, had proper care been taken.

- e) Damage caused by war, violation of neutrality, revolution, rebellion, uprising and actions taken to address these situations, unless the policyholder can prove that the damage is unrelated to these events
- f) Damage from civil unrest (acts of violence against persons or property committed during unlawful assemblies, riots or other disturbances) and measures taken to address them, unless the policyholder can prove in a credible manner that he or the driver took all reasonable measures to prevent the damage
- g) Damages from earthquakes, volcanic eruptions or changes in the nuclear structure
- h) Damage arising from participation in races, rallies or similar competitions, as well as all races on race tracks. The insurance does however cover damage arising from participating in orienteering, off-road or gymkhana races.
- i) Depreciation in value, reduced performance or serviceability as well as loss of use of the vehicle
- j) Claims arising from accidents in connection with committing or attempting to commit a crime or offence

**D Breakdown service (roadside assistance insurance) (optional)**

**Art. D1 Insured persons and vehicles**

The Company's insurance applies to the passenger vehicle with a total weight of up to 3,500 kg, or to a motorcycle as listed on the insurance policy and used by the insured persons living in the same household. The coverage includes legally permitted trailers that are towed by the insured vehicle.

**Art. D2 Scope and period of validity**

The insurance is in valid in Europe and the countries bordering the Mediterranean (see the country list on the green insurance card) for the duration agreed in the policy. The services are limited to the European part in Russia, Kazakhstan and Turkey.

**Art. D3 Insured events and benefits**

TAS covers the following costs if the vehicle used by the insured person from their place of residence is involved in a traffic accident or breakdown or is stolen within Europe:

- a) towing and repairs up to CHF 400.– (including small parts brought by the roadside assistance mechanic that are necessary for putting the vehicle back in working order, but excluding other material costs). Costs for repairs at a garage and spare parts are not covered.
- b) storage costs up to CHF 300.–;
- c) salvaging the vehicle up to CHF 2'000.–;
- d) delivery of spare parts if they cannot be obtained on site;
- e) expertise up to CHF 200.– if the repair invoice appears unjustified;
- f) costs in accordance with Art. D3f for continuing the trip or returning to the driver's residence (including rental of a replacement vehicle in the same category) where it can be proven that it was not possible to wait for the vehicle to be put back into working order;

**Art. D3f Insured benefits**

Should an insured event occur, TAS will either pay the additional costs for the continuation of the journey including accommodation, meals and communication costs for calls to the alarm centre via one of the following numbers: 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad) (for a maximum of 7 days) up to CHF 700.– per person or up to CHF 1'000.– if a rental car is used, regardless of how many people use the rental car;

- g) return of the vehicle by TAS if:
  - it cannot be repaired within 48 hours,
  - the stolen vehicle reappears only after 48 hours, or
  - the insured person has to use another mode of transportation as a result of the insured event and leave their vehicle behind, or if the insured person falls ill, is injured or dies and none of their travel companions are in possession of a valid driving licence. These costs will be covered up to the current value of the vehicle to be collected;



- h) the train trip to the location of the vehicle if the insured person returns it;
- i) the customs duties for the vehicle if it can no longer be returned to the insured person's country of residence following total loss or theft.

#### Art. D4 Advance on costs for repairs abroad

The TAS also provides the insured person with advance payment of up to CHF 2'000.– for costly repairs abroad. This amount must be reimbursed within 30 days of the insured person returning to their place of residence.

#### Art. D5 Exclusions

Benefits are excluded if:

- a) the alarm centre or TAS did not approve the benefits in advance as per Art. D3;
- b) the vehicle was poorly maintained or if defects already existed or were recognizable on the vehicle upon commencement of the journey;
- c) the vehicle is fitted with a dealer's number plate (U number).

#### Art. D6 Claims

In order to claim benefits from TAS, immediate notice of the insured event must be given to TAS via one of the following numbers: 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).

The following documents must be submitted to TAS:

- a) the original police and accident reports;
- b) the original receipts and invoices;
- c) a copy of the insurance policy.

## E Personal accident insurance (optional)

#### Art. E1 Subject of the insurance

The Company provides cover for accidents in which passengers in an insured vehicle are injured or killed. This cover includes the following costs and insured benefits:

This insurance covers bodily injuries as defined in the Federal Accident Insurance Act (UVG).

Benefits are reduced proportionally if the damage to health or death is only partially attributable to the accident.

#### Art. E2 Insured persons

The insurance covers the vehicle occupants specified in the policy who are injured or killed in the insured event.

The cover excludes persons who are not properly seated in the vehicle.

#### Art. E3 Insured benefits

##### a) Treatment costs

The Company covers the following from the day of the accident when they are prescribed by a licensed doctor or dentist:

- Medical treatment along with necessary transport of the affected person
- Hospital and health resort stays (private ward); spa treatments only in specialized establishments and when approved by the Company
- Services provided by qualified nursing staff or those provided by an institution for the duration of the treatment
- Rental of medical equipment
- first-time purchase of prostheses, glasses, hearing aids and orthopaedic aids as well as their repair or replacement (replacement value) if they are damaged or destroyed as a result of the accident leading to treatment.

Treatments costs which have been paid by a liable third-party or its liability insurance or which are at the expense of a social security institution.

##### b) Daily hospital allowance

The Company pays a daily hospital allowance for the duration of hospital or health resort stays. The allowance is limited to 730 daily allowances and CHF 160.– per day.

##### c) Daily allowance

If the accident leads to incapacity for work, the Company pays the daily allowance to the extent of the medically confirmed incapacity for work. The allowance is limited to 730 daily allowances and CHF 160.– per day (in the event of full incapacity for work).

#### d) Disability

If the accident leads to a permanent disability, the Company pays the percentage corresponding to the degree of disability.

The degree of disability is determined in accordance with the provisions on measuring the extent of damages of the Federal Accident Insurance Act (UVG).

If several parts of the body sustain injury in the accident, the degree of disability is established by adding the different percentages.

The total degree of disability never exceeds 100%. If the insured person was disabled prior to the accident, the Company pays the difference between the amount resulting from the previous degree of disability and the amount calculated on the basis of the total degree of disability. The maximum compensation in cases of disability is limited to CHF 100'000.–.

#### e) Death

The Company pays a death benefit of CHF 50'000.– for the insured person:

- to the spouse or registered partner;
- in the absence thereof, to the children for whose maintenance the insured person has paid in whole or in part
- in the absence thereof, to the other persons for whose maintenance the insured person is primarily responsible
- in the absence thereof, to the descendants who have inheritance rights;
- in the absence thereof, to the parents;
- in the absence thereof, to the siblings or their descendants

If there are no surviving relatives as mentioned above, the Company pays the funeral costs up to a maximum of the agreed death benefit.

#### Art. E4 Limitations to insurance coverage

The following situations are not insured:

- a) suicide, self-mutilation or the attempt to do so
- b) accidents in a stolen vehicle

If the insured person is also entitled to social insurance benefits, the Company pays the part for which the insured person is not entitled under this insurance. This is a private supplementary accident insurance policy that complements an existing one or substitutes a missing mandatory accident insurance.

The limitations to coverage set out in Art. B6 and Art. C6 also apply.

## F Vehicle legal protection insurance (optional)

#### Art. F1 Insured persons

The Company covers the following persons:

- the owner or keeper of an insured vehicle
- the driver of an insured vehicle
- the passengers of an insured vehicle

#### Art. F2 Insured vehicles

The insurance covers the motor vehicles listed in the policy (including replacement vehicles).

#### Art. F3 Insured benefits

Assista provides the following benefits in the cases listed under Art. F11:

- a) representation of legal interests by the Assista legal service;
- b) a maximum payment of CHF 300'000.– per case, unless a special benefit restriction is specified:
  - the costs of lawyers and mediators;
  - the costs of experts;
  - the costs of proceedings and court costs charged to the insured person, including writing and ruling fees;
  - counterparty compensation;
  - bail to avoid pre-trial detention. This benefit is only provided in advance and must be reimbursed to Assista.

The following are not paid:

- fines and penalties;
- compensation and satisfaction;
- costs for which a liable third-party is responsible;
- public notary and registry costs;

- costs for official approvals, permits and assessments. Any compensation due to the policyholder that arises from a legal case must be reimbursed to Assista in the amount of any benefit that was paid out.

#### **Art. F4 Period of coverage and waiting period**

The time of the causal event is decisive for the insurance cover. Legal protection is only granted if the basic event occurs during the period of the insurance contract. Causal events are defined in Art. F11.

#### **Art. F5 Geographical scope of insurance**

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card).

#### **Art. F6 General exclusions**

No legal protection cover is granted in cases:

- which occurred before the insurance contract was concluded;
- in direct or indirect connection with the deliberate attempt to commit a crime, or in deliberately caused legal cases and any resulting civil or administrative disputes, or
- against lawyers, mediators, assessors and experts who are working or have worked on behalf of the policyholder or insured person in an insured legal protection case
- in connection with war, unrest, strikes and lockouts
- against Assista, TONI, TAS or associated bodies.

#### **Art. F7 Notifying a legal protection case**

The insured person is obliged to notify Assista immediately in the event of a legal protection case, at its request in writing.

The insured person is obliged to support Assista in handling their legal protection case, provide the necessary authorizations and information, and forward without delay any notifications and documents received, particularly those from the authorities.

In the event of culpable breach of these obligations, Assista may reduce its benefits where these led to additional costs. In the event of gross violation, benefits may be refused altogether.

#### **Art. F8 Settling a legal protection case**

After consultation with the insured person, Assista will take the measures necessary to protect their interests.

If it is necessary to consult a lawyer, in particular in court or administrative proceedings or in the event of a conflict of interests, the insured person may choose their lawyer freely.

If Assista does not approve the chosen lawyer, the insured person may propose three other lawyers. The three lawyers must be from different firms. Assista must accept one of the three proposals. Before hiring a lawyer, the insured person must obtain approval and a cost reimbursement guarantee from Assista.

If there are no valid reasons for a change of lawyer, the insured person will bear the costs arising therefrom.

#### **Art. F9 Procedure for dispute resolution**

In the event of disagreement, particularly if Assista considers a case as having no prospect of success, the insured person may request arbitration proceedings. A person designated by both parties will be appointed as arbiter. In all other respects, the procedure is governed by the provisions on arbitration set out in the Swiss Civil Procedure Code (ZPO).

If an insured person litigates at their own expense and achieves a better result in the main proceedings than what had been estimated by Assista, Assista will provide the contractual benefits.

#### **Art. F10 Data protection and confidentiality**

Assista only collects and processes data that are necessary for handling contracts and claims as well as for the provision of services. Assista treats all personal and business data confidentially. Assista complies with the applicable legal regulations on data protection.

Assista only exchanges data with third parties when necessary, in particular for factual risk assessment, settlement of claims and preventing insurance fraud.

The right to access, correct and delete data is guaranteed under data protection law. Assista collects data both electronically and in paper form.

Data is protected against unauthorized access in accordance with the Federal Act on Data Protection.

All data are subject to a legally required 10-year retention period.

#### **Art. F11 Insured vehicle legal protection cases**

The following situations are insured:

- the assertion of non-contractual damage claims against the perpetrator or their liability insurance as well as against victim assistance. The causal event is the time at which the damage occurred.
- The following situations are not insured: defence against damage claims as well as the assertion of purely financial loss (without related physical injury or material damage).
- Criminal proceedings against an insured person. The causal event is the time at which the violation of the law occurred. In the event of an official investigation for a deliberate offence, the costs will only be covered after acquittal or termination of the proceedings.
- Administrative proceedings. The causal event is the time at which the violation of the law occurred. Cases in connection with attempts to re-obtain a driving licence are not covered.
- Legal disputes with an insurance company, health insurance company or pension fund. The causal event is the time of the event which triggers the insurance claim against the insurance company, health insurance or pension fund; otherwise the date of the notification that triggers the dispute applies.
- Legal disputes arising from all other contracts related to the insured vehicle and governed by the Swiss Code of Obligations. The causal event is the time of the event that triggers the dispute. Cases in connection with contracts which the policyholder concludes on a professional basis are not insured.
- Legal advice in all other legal disputes up to CHF 300.–. The causal event is the time at which the advice is needed. The insured person is entitled to one legal advice consultation per year.

#### **Art. F12 Legal advice protection**

Legal advice protection as laid out in Art. F11 applies to all legal protection cases and characteristics that are not specifically enumerated, as well as to cases in connection with:

- participating in competitions or races, including training;
- excursion boats and aircraft.

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