

BaloiseCombi Household

Product Information and Terms and Conditions

2018 A Edition

Translation

In case of dispute, the original German, French or Italian text is decisive.

The English wording does not amend or extend the original German, French or Italian wording in either an affirmative or a negative sense.

Product Information

Terms and Conditions from page 5

Dear Customer,

The Product Information section is intended to help you understand your insurance policy documents.

The content and scope of each party's rights and obligations in respect to the other party are governed exclusively by your insurance policy and the Terms and Conditions (T&C).

Your insurance policy is governed by Swiss law, in particular the Federal Law on Insurance Contracts (VVG). Contracts that include reference to the Principality of Liechtenstein are subject to the law of the Principality of Liechtenstein to the extent that compliance is mandatory. In such a case, the "Additional provisions for insurance contracts subject to the law of Liechtenstein" apply in addition to these T&C.

1. Your contracting party

Your contracting party is Baloise Insurance Ltd, hereinafter "Baloise". The Baloise Head Office is located at Aeschengraben 21, P.O. Box, CH-4002 Basel.

You can find us online at:
www.baloise.ch

2. Scope of insurance cover

In the following, we provide you with information about the available insurance cover options. This summary is intended as a guide to help you. A full general description of the insurance cover and its restrictions can be found in the T&C. Your selected insurance cover and individual details, such as the agreed sum insured, can be found in your insurance contract.

You can insure the following items, costs and income either individually or in combination:

- **Home contents**
All the movable property used for non-commercial purposes.
- **Mobile home**
Mobile house not registered for road use that can only be transported, with its various accessories, on a truck. Surroundings insurance is included automatically.
- **Future risks cover**
New acquisitions and increases in the value of items insured at full value at the insured locations.
- **Mopeds, incl. electric bikes classed the same as mopeds**
Mopeds, incl. electric bikes classed the same as mopeds (with assisted pedalling in excess of 25 km/h), for which licence plates are required for use on public roads.
- **Valuables**
Cash, securities and traveller's cheques, coins and medals, precious metals (as reserves, bullion or merchandise), unmounted gemstones and pearls, transferable travel tickets, subscriptions and vouchers, pre-paid cards (e.g. Travel Cash card, Reka card or Lunch-Check).
- **Costs**
Clean-up and disposal costs, decontamination costs, additional costs of living, cost of changing locks, movement and protection costs, extinguishing costs, proof-of-loss preparation costs and experts' fees and costs for emergency measures.

The following risks and losses can be insured:

- fire/natural hazard events
- earthquakes
- theft
- water
- glass breakage
- comprehensive home contents cover
- comprehensive mobile phone cover

Supplement this insurance cover with

- liability insurance
- travel insurance
- legal expenses insurance

In addition, take advantage of supplementary cover

- "Carefree" safety module
- "Protection" safety module
- Assistance

3. Period of validity and geographical scope

Your insurance covers loss or damage that occurs or was caused during the contract term.

Please refer to the T&C and your insurance policy for information on the geographical scope of application.

4. Commencement of insurance cover

Insurance cover commences on the date stipulated in the insurance policy.

5. Duration of insurance cover

If the insurance contract is concluded for one year or longer, it is tacitly renewed each year after expiry of the contract term for a further 12-month period, provided no written notice of termination is given by one of the contracting parties at least three months in advance.

6. Premium and deductibles

The premium is set for each insurance year and is payable in advance. The amount of the premium depends on the insured risks and the agreed cover. Half-yearly payments may be arranged under certain circumstances subject to an additional charge.

If the insurance policy expires before the end of an insurance year, Baloise will refund the paid premium to you on a pro rata basis. However, the premium is owed in full for the current insurance period at the time of termination if

- you terminate the insurance policy within 12 months after its conclusion because of a claim
- the insurance policy lapses because of the occurrence of a total loss that is indemnified by Baloise.

In the event of a claim, you will bear part of the loss yourself (deductible) if this has been agreed.

7. Payment arrears and consequences of default

If the premium is still not paid after a written payment demand, Baloise sets you a 14-day grace period. If no action is taken by the end of the grace period, your insurance cover will cease (suspension of cover).

The insurance policy can be reinstated upon full payment of the outstanding premiums and all fees. Insurance cover resumes on the date of payment. You will not receive retroactive insurance cover for the period during which the contract was suspended.

The insurance policy expires two months after the 14-day grace period stipulated in the payment demand, unless Baloise demands payment of the outstanding premium by legal means (debt enforcement proceedings).

8. Your other obligations

You must answer the risk-related questions in the application form truthfully and completely (pre-contractual duty of disclosure) and, during the term of your insurance policy, notify us of any changes to the risk characteristics that cause an increase or decrease in risk.

To avoid potential underinsurance and a subsequent reduction in benefits, we recommend that you determine the correct insurable value in terms of home contents insurance with the help of the Baloise inventory sheet.

In the event of a claim, please notify Baloise Customer Service immediately, which can be reached 24 hours a day worldwide by calling this number: 00800 24 800 800 or +41 58 285 28 28 from outside Switzerland if you cannot get a connection.

The claims notification can also be submitted via the website (www.baloise.ch) or by email (customerservice@baloise.ch).

In the event of theft, please notify the police immediately. If your luggage is lost or damaged, you must have the carrier or tour operator certify the cause and extent of the loss or damage.

In the event of legal proceedings, Baloise must first be notified by telephone so that appropriate measures can be taken immediately. Claims settlement itself is handled using the legal services of Assista Rechtsschutz AG, Ch. de Blandonnet 4, 1214 Vernier/Genève.

During and after a loss event, you must make arrangements for the preservation of the insured property and take appropriate action to assist in minimising the loss (salvage and loss mitigation obligation). Likewise, you must refrain from altering the damaged items in a way that would make it more difficult or impossible to determine the cause and monetary amount of the loss (prohibition of alterations). You must provide all information about the loss and provide any supporting details needed to substantiate the claim to indemnity (duty to inform). You must provide proof of the claim amount (receipts and supporting documents).

The loss will be assessed either by the parties themselves, by a mutually appointed expert or via a loss adjustment process ("expert procedure").

If you culpably violate any of the aforementioned obligations, Baloise may terminate the insurance contract. If the culpable breach of the obligations influences the occurrence or scope of the loss, Baloise is entitled to reduce or even refuse benefits.

9. Culpable causation of an insured event

You will receive full benefits if the loss was caused by minor negligence. However, Baloise may reduce the benefits if the loss was caused as a result of gross negligence (breach of basic safety rules).

10. End of insurance cover

The insurance contract may end as the result of a notice of termination or for reasons specified by law or under the terms of the contract.

| Party giving notice | Grounds for termination | Notice period/date of notification | Termination date |
|--------------------------|---|--|---|
| Both contracting parties | End of the minimum term stipulated in the insurance contract | 3 months | Expiry of contract |
| | Claim for which Baloise has paid benefits | Insurer: no later than the payout date Policyholder: no later than 14 days after learning of the payout | 30 days after the policyholder receives the notice of termination 14 days after the insurer receives the notice of termination |
| Policyholder | Increase in the premium and deductible, e.g. due to amendments to the tariff (excluding automatic adjustment of the sum insured in relation to home contents/mobile home) | Before the end of the current insurance year | End of the current insurance year |
| | Increase in premium due to material increase in risk | 30 days after receipt of the notice regarding the increase in premium | 30 days after receipt of the notice of termination |
| | Breach of the pre-contractual duty to provide information under Art. 3 VVG | 4 weeks from discovery of the breach, at the latest one year after conclusion of the contract | Receipt of notice of termination |
| | Breach of the pre-contractual duty of disclosure | 4 weeks from discovery of the breach, at the latest one year after conclusion of the contract | Receipt of notice of termination |
| Insurer | Material increase in the risk | 30 days after receipt of the notice regarding the increase in risk | 30 days after receipt of the notice of termination |
| | Insurance fraud | None | Receipt of notice of termination |

In general, either just the part of the contract affected by the amendments or the entire insurance policy may be terminated. The notice of termination must be given in writing.

| Grounds for termination | Termination date |
|--------------------------------|--|
| Relocation abroad | Immediately |
| Bankruptcy of the policyholder | On the opening of bankruptcy proceedings |

11. Data protection

As an insurance company, we must rely on electronic data processing in order to implement contracts efficiently and correctly. In processing your data, we comply with the Swiss Data Protection Act (DPA).

Consent clause: The insurance application contains a consent clause relating to data processing in which you authorise us to process data in due compliance with the law.

Data processing: “Processing” means any processing of personal data, regardless of the means or procedures used, in particular, the acquisition, retention, use, adaptation, disclosure, archiving or destruction of data. We process data that is relevant for concluding and implementing contracts and for settling claims. This data mainly consists of the information you provide on your insurance application and claims noti-

fication. If necessary, we will consult third parties (e.g. previous insurers). Finally, we also process your data in connection with product optimisations and for internal marketing purposes. The application form advises you of your right to inform us in writing if you do not wish to receive advertising.

Sharing of data: In the interest of all policyholders, data may be shared under certain circumstances with reinsurers and previous insurers, both in Switzerland and abroad. To provide you with reasonably priced, comprehensive insurance cover, some of our services are provided by legally independent domestic companies and, in some cases, foreign companies. In order to achieve the intended purpose of the contractual relationship, we are therefore reliant upon the sharing of your data within and outside the Baloise Group, while duly observing legal requirements.

Intermediaries may receive the information they need to support and advise customers based on the data that we have stored on you. Intermediaries are bound by law and contract to observe their special duty of secrecy and the provisions of the DPA. Independent brokers may only access this data if they have been authorised to do so by the customer.

Right of access and rectification: The DPA entitles you to demand that we disclose whether we process data about you and, if so, what data we process. You may also request for incorrect data to be corrected.

12. Complaints

If you have a complaint, please contact:

Baloise Insurance Ltd
Complaint Management
Aeschengraben 21, P.O. Box
CH-4002 Basel

Telephone: 00800 24 800 800
Email: complaint@baloise.ch

Terms and Conditions

Home contents insurance

A1 Home contents

Insurance cover

If specified as insured in the insurance policy:

A1

Home contents, i.e. all the movable property used for non-commercial purposes, including

- jewellery, wristwatches and pocket watches
- bicycles and motor vehicles classed the same as bicycles (e.g. electric bikes with assisted pedalling up to 25 km/h) and equipment similar to a vehicle
- leased and rented items
- temporary structures are movable constructions that are not permanent facilities and that are not insured or do not have to be insured as buildings
- pets
- privately purchased work tools and work clothes of non-self-employed persons

Basis of indemnity = value as new

Special provisions for jewellery, wristwatches and pocket watches:

Within the terms of the sum insured for home contents, jewellery, wristwatches and pocket watches are insured up to a maximum of **CHF 50,000** in the event of theft.

This limit does not apply if jewellery, wristwatches and pocket watches are being worn by insured persons or are locked inside a security container at the time of the loss event. Built-in wall safes and deposit boxes weighing over 100 kg are classed as security containers.

Basis for calculating the indemnity

Value as new

The cost of a new replacement or an equivalent substitute at the time of the loss event, less the residual value of the damaged item of home contents. The amount it costs to replace a pet or purchase one of similar value at the time of the loss event.

Any personal collector's value is not taken into account.

Damaged home contents/injured pets

Repair or treatment costs, but no more than the replacement value; in the case of current value insurance, no more than the current value.

Coverage excludes

A1.20

Specified single items and pets that are covered under a separate insurance as well as items that are insured, or must be insured, by a cantonal building insurer.

A1.21

Valuables.

A1.22

Items that are not home contents, such as

- motor vehicles, incl. trailers (excluding remote-controlled model vehicles)
- motor vehicle accessories, i.e. items not firmly attached to the vehicle, provided they are covered by comprehensive insurance (e.g. tyres, ski racks, etc.)
- mobile home
- caravan
- motor home
- ships for the use of which a compulsory liability insurance is prescribed (excluding kites)
- aircraft that must be registered in the Aircraft Register (excluding parachutes, hang gliders, paragliders, delta gliders and remote-controlled aircraft weighing up to 30 kg)
- mopeds, incl. electric bikes classed the same as mopeds (with assisted pedalling in excess of 25 km/h)

A1.23

Costs of restoring image, audio or data records and computer software on data carriers of any kind.

A1.1 Mobile home

Insurance cover

If specified as insured in the insurance policy:

A1.1

Mobile home (mobile house not registered for road use that can only be transported on a truck) with its accessories.

Basis of indemnity = value as new

Basis of indemnity for items that are no longer used = current value

Basis for calculating the indemnity

Value as new

The cost of a new replacement or an equivalent substitute at the time of the loss event, less the residual value of the damaged mobile home.

Any personal collector's value is not taken into account.

Current value

The value as new, less any depreciation due to wear and tear or for other reasons. Any existing residual items are calculated at the current value.

Any personal collector's value is not taken into account.

Coverage excludes

A1.1.20

Mobile homes that are insured, or must be insured, by a cantonal building insurer.

A1.1.21

- caravan
- motor home

A1.2 Surroundings insurance

Insurance cover

If specified as insured in the insurance policy:

A1.2.1

Structural facilities

Structural facilities that are located outside of and which do not belong to the mobile home, but which are located on the same plot, such as retaining walls, stairways, paths, driveways, letter boxes, flagpoles, fences and the like.

Basis of indemnity = value as new

Basis of indemnity for items that are no longer used = current value

A1.2.2

Landscaping

The costs incurred for the restoration and planting (including topsoil) of gardens to return them to their original condition.

Basis of indemnity = actual costs

Coverage excludes

A1.2.20

Landscaping

- hail and snow pressure damage to plants
- losses as a result of vandalism and damage caused by wild animals not kept as private pets
- losses which could be covered by a water insurance policy

A1.2.21

Specified single items that are covered under a separate insurance and items that are insured, or must be insured, by a cantonal building insurer.

A2 Future risks cover

Insurance cover

If specified as insured in the insurance policy:

A2

Future risks cover applies to new acquisitions and increases in the value of items insured at full value at insured locations. In the event of a claim, the sums insured under future risks cover and those for the items insured will be combined.

The future risks cover applies within the framework and scope of this insurance contract and up to the maximum indemnity defined for the future risks cover.

A3 Mopeds, incl. electric bikes classed the same as mopeds

Insurance cover

If specified as insured in the insurance policy:

A3

Mopeds, incl. electric bikes classed the same as mopeds (with assisted pedalling in excess of 25 km/h), for which licence plates are required for use on public roads.

Basis of indemnity = value as new

In the case of vehicles that are no longer used, the basis of indemnity = current value

Basis for calculating the indemnity

Value as new

The amount it costs to replace the item or acquire an equivalent substitute at the time of the loss event, less the residual value of the damaged vehicle.

Any personal collector's value is not taken into account.

Current value

The value as new, less any depreciation due to wear and tear or for other reasons. Any existing residual items are calculated at the current value.

Any personal collector's value is not taken into account.

Damaged vehicles

Repair costs, but no more than the value of a new item; in the case of current value insurance, no more than the current value.

Coverage excludes

A3.20

Vehicles that are covered under a separate insurance.

A4 Valuables

Insurance cover

If specified as insured in the insurance policy:

A4

- cash
- securities and traveller's cheques
- coins and medals
- precious metals (as reserves, bullion or merchandise)
- unmounted gemstones and pearls
- transferable travel tickets, subscriptions and vouchers
- prepaid cards (e.g. Travel Cash card, Reka card or Lunch-Check)

Basis of indemnity = actual costs

A5 Costs

Insurance cover

If specified as insured in the insurance policy:

A5.1

Clean-up and disposal costs

Costs for cleaning up the remains of insured items from the damage site and transporting them to the nearest suitable landfill site as well as the costs for landfill, disposal and destruction.

Basis of indemnity = actual costs

A5.2

Decontamination costs

Costs for

- the examination, decontamination and replacement of contaminated soil (incl. fauna and flora) and the removal of contaminated water on own or leased land on which the property damage occurred
- the transportation of contaminated soil and water to a reprocessing plant and return transportation to the site of the damage
- the transportation of contaminated soil and water to the nearest appropriate disposal site as well as the disposal or destruction required there
- the restoration of own or leased land to the state prior to the loss event

The decontamination costs are reimbursed if and to the extent that they

- relate to the contamination proven to have occurred due to an insured loss event on own or leased land
- are required on account of a public law order that was issued within one year of the occurrence of the loss and which is based on laws or regulations that came into force before the loss occurred
- are not indemnified under another insurance policy

If an existing contamination of the soil is increased, then only the expenses that exceed the amount required for the elimination of the pre-existing contamination will be covered, regardless of whether and when this amount would have been spent if the damage had not occurred.

Basis of indemnity = actual costs

A5.3

Additional costs of living

Costs arising from the inability to use damaged rooms and loss of income resulting from subleases.

Basis of indemnity = actual additional costs, less cost savings

A5.4

Cost of changing locks

Costs for changing or replacing keys, magnetic cards and similar or for locksmiths at the insured locations listed in the insurance policy and in connection with rented bank safes.

Basis of indemnity = actual costs

A5.5

Movement and protection costs

Costs that are incurred as a result of other insured items having to be moved, changed or protected (e.g. expenses for the disassembly or reassembly of home contents, for the knocking through, demolition or reconstruction of parts of buildings/mobile homes, or for the widening of openings) so that the insured items can be restored.

The insurance is secondary, i.e. costs are only covered to the extent that they are not covered by a cantonal building or other insurer.

Basis of indemnity = actual costs

A5.6

Extinguishing costs

The costs of the fire departments and other extinguishing costs that are incurred by or are imposed upon the policyholder.

Basis of indemnity = actual costs

A5.7

Proof-of-loss preparation costs and experts' fees

Necessary external proof-of-loss preparation costs and experts' fees of a jointly selected expert or one appointed by Baloise to undertake the appraisal of a covered loss.

Basis of indemnity = actual costs

A5.8

Emergency measures

Costs for emergency glazing, emergency doors and emergency locks.

Basis of indemnity = actual costs

A5.9

Entrusted items and personal effects of guests

Entrusted items owned by third parties and personal effects of guests.

Basis of indemnity = value as new

Basis of indemnity for items that are no longer used = current value

Coverage excludes**A5.20****Extinguishing costs**

Costs for services that are provided free of charge by public services under statutory provisions.

B1 Fire/natural hazard events

Insurance cover

If specified as insured in the insurance policy:

B1.1**Fire**

- fire
- sudden and accidental influence of smoke
- lightning
- explosion
- implosion
- meteorites and other celestial bodies
- losses due to scorching or purposeful combustion
- aircraft or spacecraft, or parts of these, crashing or making an emergency landing
- spoilage of frozen goods due to technical failure of the cooling unit or unforeseen failure of the public power supply

B1.2**Natural hazards**

- high water
- flooding
- storm (= wind of at least 75 km/h that knocks down trees or damages buildings in the vicinity of insured items)
- hail
- avalanche
- snow pressure
- rockslide
- rockfall
- landslide

The provisions of the Insurance Supervision Ordinance (AVO) on natural hazard insurance apply to home contents and future risks cover.

B1.3**Fire/natural hazard events**

losses associated with theft, water or glass breakage as a result of fire and natural hazard losses.

B1.4**Psychological support**

Costs for psychological support by a qualified medical doctor or psychotherapist following an insured fire or natural hazard loss.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

Coverage excludes**B1.20****Fire**

- intended or gradual effects of smoke
- losses caused by water hammer, centrifugal forces and other operational effects of mechanical forces
- damage to live electrical machinery, appliances and cables caused by the action of electrical power itself, by a power surge or by overheating due to overloading
e.g. short circuits
- damage sustained by electrical protection devices in the course of their normal function
e.g. damage to fuses

B1.21**Natural hazards**

- subsidence
- bad subsoil
- faulty building construction
- inadequate building maintenance
- failure to take preventive measures
- artificial earth movements
- snow falling from roofs
- groundwater
- rising of waters and flooding that, based on previous experience, is repeated at shorter or longer intervals
- backflow of water from sewer lines regardless of the cause
- losses associated with operation and management that, based on previous experience, have to be expected
- losses resulting from vibrations caused by the collapse of artificial cavities
- losses arising from snow pressure, but only relating to roofing tiles or other roofing materials, chimneys, gutters or downspouts
- storm and water damage to ships and boats on water

B1.22**Fire/natural hazard events**

Losses due to an earthquake or a volcanic eruption.

B1.23**Psychological support**

Recourse claims of third parties.

B2 Earthquakes

Insurance cover

If specified as insured in the insurance policy:

Destruction, damage or physical loss as a result of

B2.1**Earthquakes**

Tremors within the solid ground that have their natural cause in an underground source. In cases of doubt, the Swiss Seismological Service determines whether or not it is a tectonic event.

B2.2**Volcanic eruptions**

Ascent and escape of magma associated with ash clouds, ash fall, pyroclastic or lava flow.

B2.3**Event definition**

All earthquakes and volcanic eruptions that occur within 168 hours of the first tremor or eruption to cause damage are deemed to belong to the same loss event. Coverage includes all loss events that commence within the contract term.

B2.4

Fire/natural hazard events, losses associated with theft, water or glass breakage as a result of earthquakes or volcanic eruptions.

B2.5**Psychological support**

Costs for psychological support by a qualified medical doctor or psychotherapist following insured earthquake damage or volcanic eruptions.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

Coverage excludes**B2.20**

Losses resulting from the following

- water from reservoirs or other artificial bodies of water
- changes in the structure of the atomic nucleus, regardless of the cause

B2.21

Damage caused by tremors that result from the collapse of artificial cavities.

B2.22**Psychological support**

Recourse claims of third parties.

B3 Theft

Insurance cover

If specified as insured in the insurance policy:

B3.1**Burglary**

Theft as a result of forceful

- entry into a building/mobile home or a room of a building/mobile home
- opening of a receptacle inside a building/mobile home

Burglary also includes theft by unlocking with the right keys or codes, provided that the perpetrator had procured them through burglary or robbery.

Baloise is only liable for the contents of built-in wall safes, deposit boxes/safes and strongrooms if these are locked and if the persons responsible for the keys carry the keys on their person, keep them carefully stored away at home or keep them locked in an equivalent container to which the same principles apply with regard to its keys. These rules also apply in the same way to the safekeeping of codes for combination locks and to electronic keys, code cards and the like.

B3.2**Damage/vandalism**

Damage/vandalism during theft or attempted theft of the following

- home contents
- buildings/mobile homes (at insured locations), provided there is no insurance cover under another contract

B3.3**Robbery**

- theft under the threat or use of force against persons
- theft when an individual is incapable of resisting as a result of an accident, unconsciousness or death

B3.4**Simple theft**

- theft that does not qualify as burglary or robbery
- theft by breaking into vehicles
- walk-in theft
- pickpocketing

B3.5**Luggage outside the insured locations**

Luggage that is missing, lost or damaged while in the custody of a carrier or tour operator or that is damaged in a car accident.

B3.6**Psychological support after a burglary/robbery**

Costs for psychological support by a qualified medical doctor or psychotherapist following an insured loss due to a burglary or robbery.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

B3.7**Self-defence course after a robbery**

Costs for completing a self-defence course after an insured loss caused by a robbery.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 500** per event.

B3.8**Cleaning of premises and items after a theft**

Costs for cleaning the privately occupied rooms and personally used items at the insured location by a cleaning company after an insured loss caused by a theft (at the insured location), provided there is no other insurance cover against which a claim can be made.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

B3.9**Relocation after theft**

Removal costs associated with a move to a new home if the hitherto personally occupied premises at the insured location can no longer be occupied due to insured loss caused by a theft (at the insured location). The move must be to a location within Switzerland / Principality of Liechtenstein and must take place no later than 12 months after the loss event.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

B3.10

Installation of mechanical and/or electrical security devices after a burglary/robbery

Sharing of costs for the installation of mechanical and/or electrical security devices at the insured location by a specialist company after an insured loss caused by a burglary or robbery (at the insured location).

Basis of indemnity = actual costs

Baloise indemnity payments are limited to 50% of the invoice amount per event, subject to a maximum of **CHF 3,000**.

Coverage excludes

B3.20

Losses as a result of physical loss, misplacement or as a result of misappropriation.

B3.21

Cash losses resulting from simple theft.

B3.22

Cash withdrawals or purchases of goods using credit, debit or customer cards or similar, regardless of how the card was lost.

B3.23

Losses solely caused by vandalism, i.e. damage to home contents and to buildings/mobile homes that did not occur in connection with a theft or an attempted theft.

B3.24

Losses due to a fire/natural hazard event, an earthquake or a volcanic eruption.

B3.25

Psychological support

Recourse claims of third parties.

B4 Water

Insurance cover

If specified as insured in the insurance policy:

Losses resulting from

B4.1

Leakage of water and liquids from

- plumbing installations that only serve the buildings/mobile home in which the insured items are located and equipment and appliances attached to them
- heating and thermal systems, fuel oil tanks or cooling equipment

B4.2

Sudden and accidental outflow of water and liquids from ornamental fountains, aquaria, water beds, mobile air conditioners and humidifiers as well as permanently installed or inflatable pools and whirlpool bathtubs.

B4.3

Penetration of rainwater or meltwater into the interior of the building/mobile home:

- from exterior drainpipes and gutters
- through the roof itself
- through closed windows, doors and skylights

B4.4

Backflow from the sewerage system as well as groundwater and surface slope water (subterranean water) into the interior of the building/mobile home.

Coverage includes

B4.5

Costs for thawing and repairing plumbing installations that have become frozen or damaged by frost and appliances connected to these that have been installed inside the building/mobile home by the insured person as a tenant.

Mobile home insurance also covers:

B4.6

- costs for thawing and repairing plumbing installations that have become frozen or damaged by frost and appliances connected to these, including outside the mobile home, provided these only serve the mobile home insured and in proportion to the policyholder's responsibility for their maintenance
- costs for loss of water resulting from insured water damage
- within the scope of the sum insured for the mobile home, the costs for searching for (leak detection costs), uncovering and repairing defective pipes as well as bricking in or covering the repaired plumbing pipes incl. gas pipes, geothermal heat exchangers, geothermal probes, underground thermal energy storage units and the like, including outside the mobile home, provided they only serve the insured mobile home and in proportion to the policyholder's responsibility for their maintenance

Basis of indemnity = actual costs

B4.7

Psychological support

Costs for psychological support by a qualified medical doctor or psychotherapist following insured water damage.

Basis of indemnity = actual costs

Baloise's indemnity payments are limited to **CHF 3,000** per event.

Coverage excludes

B4.20

Damage to the escaping fluids themselves.

B4.21

Losses due to rainwater or meltwater that has entered the building/mobile home through openings in the roof during new construction work, alterations or other work.

B4.22

Losses that occur while filling or emptying fluid containers and plumbing installations and while inspecting or repairing plumbing installations and fluid containers or connected equipment and appliances.

B4.23

Losses from water backflow for which the sewer line owner is liable.

B4.24

Damage to cooling systems due to artificially generated frost.

B4.25

Costs for repairing the cause of damage (excluding frost damage) as well as maintenance and loss prevention costs.

B4.26

Losses due to a fire/natural hazard event, an earthquake or a volcanic eruption.

Mobile home insurance also excludes:

B4.27

- damage to the facade of the mobile home (external walls plus insulation, incl. windows, doors, etc.) as well as to the roof (to the supporting structure, the roof covering and the insulation) due to rain-water or meltwater
- costs for thawing and repairing gutters and exterior drainpipes
- losses due to subsidence, poor construction ground or faulty building construction, particularly as a result of failure to comply with SIA standards
- losses due to defective maintenance or failure to take preventive measures
- costs for repairing the cause of damage (excluding frost damage and leak detection and excavation costs) as well as maintenance and loss prevention costs
- damage to landscaping

B4.28

Psychological support

Recourse claims of third parties.

B5 Glass breakage

Insurance cover

If specified as insured in the insurance policy:

B5.1

Glass in buildings

Breakage of

- glass in buildings incl. glass used in structural facilities (e.g. bicycle shelter, swimming pool covers made of glass) and glass used in temporary structures and mobile homes
- facades and wall coverings made of glass
- sanitary facilities made of glass, plastic, ceramics, porcelain or stone
 - > necessary consequential costs for accessories and fittings are also insured up to a max. of CHF 1,000
 - > in the case of surface damage to sanitary facilities, the costs of repairs are covered
- ceramic glass hobs
- kitchen and bathroom worktops and fireplace surrounds made of natural or artificial stone
- skylights

→ glass in solar panels and photovoltaic installations

→ traffic mirrors at the building/mobile home or on the related or adjacent plot of land

Basis of indemnity = value as new

B5.2

Glass in furniture

Breakage of

- glass furnishings
- stone table tops

Basis of indemnity = value as new

Coverage includes

B5.3

Glass in buildings and furniture

- glass-like materials such as Plexiglas and other similar plastic materials used instead of glass
- damage to paintings, lettering, transparencies and etched and sand-blasted glass as a result of glass breakage
- consequential damage to home contents and to buildings/mobile homes that is directly caused by insured glass breakage
- glass breakage resulting from civil unrest
- costs for emergency glazing

Basis for calculating the indemnity

Value as new

The cost of a new replacement or an equivalent substitute at the time of the loss event, less the residual value of the damaged item.

Any personal collector's value is not taken into account.

Damage to glass in buildings and furniture

Repair costs, but no more than the cost of a new replacement.

Coverage excludes

B5.20

Glass in buildings and furniture

Breakage of

- optical glass
- eyeglass lenses
- glass dishes
- hollow glassware (e.g. vases)
- lighting fixtures
- light bulbs
- fluorescent and neon tubes
- wall and floor tiles
- pipes
- hi-fi and home cinema equipment, flat-screen TVs, projectors, desktop computers, portable computers (incl. tablets, notebooks and e-book readers) and mobile phones

B5.21

- damage to electrical and mechanical equipment
- damage due to wear and tear
- damage to any glass during work on it (incl. frames) as well as during installation or when moving glass
- losses due to a fire/natural hazard event, earthquake, volcanic eruptions, theft or water

B6 Comprehensive home contents cover

Insurance cover

If specified as insured in the insurance policy:

B6

- home contents
- mobile home
- mopeds, incl. electric bikes classed the same as mopeds (with assisted pedalling in excess of 25 km/h)
- refrigerators and freezers, hobs, ovens, steamers, microwaves, washing machines and dryers incl. accessories, even if these constitute an integral part of the building

B6.1

Sudden and accidental damage caused by external and internal influence (e.g. incorrect use, short circuits, voltage fluctuations, foreign bodies and losses due to civil unrest).

B6.2

Physical loss or misplacement.

Coverage excludes

B6.20

- pets
- mobile phones, including protective cases
- prostheses
- valuables
- consumables and wear materials (e.g. batteries, light bulbs, and fluorescent and neon tubes)
- losses as a result of wear and tear
- losses that have arisen gradually
- losses as a result of vermin, fungus, humidity, dryness, temperature changes, evaporation and discolouration
- losses covered by contractual or statutory guarantees
- losses caused by construction work
- losses that arise whilst the insured items are placed in the care of a third party for transport purposes or when moving house, and losses resulting from the destruction or damaging of the insured items when they are being cleaned, reconstructed or renovated by a third party

B6.21

Losses that are insured or which could be insured under fire/natural hazard, earthquake, theft, water or glass breakage insurance.

B7 Comprehensive mobile phone cover

Insurance cover

If specified as insured in the insurance policy:

B7

Mobile phones from all manufacturers, including protective cases.

B7.1

Sudden and accidental damage caused by external and internal influence (e.g. incorrect use, short circuits, voltage fluctuations and foreign bodies).

Coverage excludes

B7.20

Mobile phones that are covered under a separate insurance.

B7.21

- Landline telephones
- Gradually occurring damage
- Damage as a result of wear and tear, and as a result of chemical or climatic influences
- Losses covered by contractual or statutory guarantees

B7.22

Costs for restoring image, audio or data records and data-processing software.

B7.23

Damage that is insured or which could be insured under the fire, natural hazard, theft, water or glass breakage insurance.

Liability insurance

C1 Personal liability

Insurance cover

If specified as insured in the insurance policy:

C1.1

The insurance covers statutory liability of the policyholder and co-insured persons as private individuals arising from the risks of daily life (including work performed part-time or in addition to their regular activities) in their capacity as

- tenants and lessees of immovable property used by them (tenants damage)
- owners, tenants or lessees of land (e.g. gardens or other cultivated areas)
- principal contractors up to a total construction cost of **CHF 100,000**
- heads of families
- employers of private domestic staff
- athletes
- keepers of animals
- keepers of model aircraft and drones weighing up to 30 kg

- users of third-party motor vehicles for the loss of a no-claims bonus under the motor vehicle liability insurance, calculated on the basis of the premium level prior to the insured event, for losses exceeding the coverage limit of the registered keeper's insurance and for claims not covered by any compulsory liability insurance to be taken out. The deductible is excluded from motor vehicle liability insurance
- users of bicycles, motor vehicles classed the same as bicycles and equipment similar to a vehicle (e.g. skateboards and roller skates)
- users of mopeds unless the loss is or should be covered by statutory liability insurance
- members of the Swiss Armed Forces, Swiss Civil Defence and the fire brigade
- authorised holders of third-party movable property (damage to property held in trust)

The statutory liability of the policyholder in the capacity as

- owner of owner-occupied houses and holiday homes with up to three apartments and the associated privately used land, equipment and installations
- owner of owner-occupied mobile homes or caravans without licence plates at a fixed location and the associated privately used land, equipment and installations
- owner of a condominium, provided the condominium owners' association has taken out separate property owner's liability insurance and the loss exceeds the coverage limit of the liability insurance taken out by the condominium owners' association
 - > for damage to joint property after deduction of the ownership share
 - > for losses suffered by third parties in proportion to the ownership share

C1.2

The insurance cover applies to indemnifiable liability claims for the following

- personal injuries, i.e. homicide, injury or other health impairment
- property damage, i.e. destruction, damage or physical loss of items
 - The killing, injury or other impairment of the health of animals is classed the same as property damage, but the indemnity for this is determined by the applicable statutory provisions

Coverage also includes liability for personal injury and property damage in connection with environmental impairment, provided this environmental impairment is the result of a single, sudden and unexpected event that requires immediate measures.

Environmental impairment is defined as the lasting disturbance of the natural state of the air, water (including groundwater), ground, flora or fauna as a result of any influence or any circumstance which is defined as environmental damage under applicable law.

C1.3

Insurance cover extends to

- indemnity for justified claims
- defence against unjustified claims
- legal representation of insured persons

C1.4

Within the scope of the agreed sum insured, the benefits under the contract also include

- interest on losses as well as lawyers' fees, court costs, expert witness costs and similar costs
- loss prevention costs in the event of environmental impairment from furnace and tank installations, provided the loss is the result of a single, sudden, unexpected event that requires immediate measures and the installations were maintained professionally in the prescribed manner

- the costs for appropriate and immediate measures to avert imminent insured personal injury or property damage resulting from an unforeseen event (loss prevention costs) and for the mitigation of insured personal injury or property damage that has already occurred (loss mitigation costs)

C1.5

Optional liability cover

Even if no liability is assigned by law, the following may also be covered on the policyholder's request

- losses caused by children and household members incapable of judgement
- losses suffered by minors who are not family members and are temporarily living in the household of the policyholder

Coverage also includes the following up to a maximum of **CHF 2,000**

- property damage from sports and games
- property damage to the personal effects of visitors
- losses suffered by a person temporarily taking care of children and pets, which were caused by the children or pets

Coverage excludes

C1.20

Liability for the risks of a business, profession or official function, unless performed part-time or in addition to the insured's regular duties, or liability for the risks of an unusual and dangerous occupation.

C1.21

Hunting

Liability arising from hunting, gamekeeper duties and game protection.

C1.22

Pecuniary losses

Liability for losses that are neither the result of an insured personal injury nor the result of insured property damage inflicted on the injured party.

C1.23

Liability in connection with operating a road vehicle, rail vehicle, watercraft or aircraft (including parachutes, hang gliders, paragliders and delta gliders).

This exclusion does not apply to liability arising in connection with the use of

- bicycles and motor vehicles classed the same as bicycles (e.g. electric bikes with assisted pedalling up to 25 km/h) and equipment similar to a vehicle
- watercraft for which Swiss law does not require liability insurance
- kites
- model aircraft and drones weighing up to 30 kg

C1.24

First-party damage

Claims of insured persons and individuals living in the same household as the liable insured person. This also applies to third-party claims based on losses suffered by these persons (e.g. loss of support provider). This does not include claims of minors who are not family members and are temporarily living in the same household with the policyholder.

C1.25

Liability for gradually occurring damage.

e.g. excessively yellowed walls due to smoke

C1.26

Liability for losses that the insured person should have expected to occur with a high degree of probability, or that had already been taken into account.

C1.27**Crimes and offences**

Liability in connection with the deliberate commission of a crime or an offence.

C1.28

Liability in connection with the transmission of infectious diseases.

C1.29**Unauthorised driving**

Liability when operating motor vehicles or motorised watercraft if doing so is prohibited by law, the authorities or the registered keeper.
e.g. driving a motor vehicle without a valid driver's licence

C1.30**Races and practice sessions**

Liability when operating motor vehicles or motorised watercraft that participate in races and practice sessions on race tracks or courses.

C1.31**Damage to property held in trust**

Liability for damage to the following items for which an insured person has assumed custody

- motor vehicles (incl. mopeds and electric bikes with assisted pedalling in excess of 25 km/h), trailers pulled by motor vehicles and motorised watercraft
- hired or borrowed horses
- boarding horses taken in by an insured person and for which they are responsible
- aircraft that must be registered in the Aircraft Register
- cash, securities and credit, debit and customer cards
- documents, computer software, audio and data carriers, plans, type-written copies and technical drawings as well as restoration of the associated data
- personal military and civil defence materials
- items belonging to an insured person's employer
- items that are the object of a hire-purchase or lease agreement

C1.32

Claims related to pure environmental damage (ecological damage).

C1.33

Claims in connection with environmental impairment

- from contaminated sites (e.g. contaminated soil)
- from facilities used to store, process or dispose of waste of any kind, unless the facility is a personal composter
- relating to a culpable disregard of statutory and official regulations

C1.34

The liability of independent contractors and agents whose services are used by the building owner.

C1.35

Claims based on a contractually agreed liability that goes beyond the liability stipulated by the statutory provisions and which relate to a failure to comply with a statutory or contractual obligation to insure.

C1.36

Damage prevention and loss mitigation costs in the form of

- expenses relating to identifying leaks, functional impairments and the causes of damage, including any emptying of installations, tanks

and pipes required for this as well as the costs for repairs and modifications to these (e.g. renovation costs)

- measures taken because of snowfall or ice formation

C1.37

Claims arising from damage caused by asbestos and materials or products containing asbestos, provided the losses were due to the specific harmful properties of asbestos.

C1.38**Recourse claims**

Third-party recourse in the case of

- claims due to losses associated with the use of third-party motor vehicles
- damage to items taken into custody
- losses caused by persons incapable of judgement
- losses suffered by minors who are not family members and are temporarily living in the household of the policyholder
- property damage from sports and games
- property damage to the personal effects of visitors
- losses suffered by a person temporarily taking care of children and pets, which were caused by the children or pets

C2 Damage to occasionally used motor vehicles belonging to third parties

Insurance cover

If specified as insured in the insurance policy:

C2

Damage to third-party motor vehicles up to a gross vehicle weight of 3,500 kg (incl. mopeds and electric bikes with assisted pedalling in excess of 25 km/h), to third-party trailers pulled by motor vehicles up to a gross vehicle weight of 3,500 kg and to motorised watercraft that are used occasionally (not regularly). Specifically, "occasionally" means used no more than six times in the past three months.

C2.1**Holiday trips**

On holiday trips, insurance cover is provided for the entire duration of the holidays, regardless of the number of uses.

e.g. an insured person drives to France on a two-week holiday in their colleague's vehicle

C2.2**Comprehensive insurance**

If the insurance cover for the third-party vehicle is based on comprehensive insurance, Baloise will pay the deductible as well as the loss of the no-claims bonus under the comprehensive insurance, calculated on the basis of the premium level prior to the insured event.

C2.3

If a deductible has been agreed under the personal liability insurance, this must be paid by the policyholder in all cases.

Coverage excludes

C2.20

Damage to third-party motor vehicles (incl. mopeds and electric bikes with assisted pedalling in excess of 25 km/h, trailers) and to motorised watercraft,

- that have been hired or leased by an insured person
- that are registered to a dealership or an insured person's employer

C2.21

The risks excluded for personal liability (C1).

C3 Damage to hired or borrowed horses

Insurance cover

If specified as insured in the insurance policy:

C3

Statutory liability for damage to hired or borrowed horses (including damage to their bridle and saddle) caused by an accident event.

C3.1

The benefits under the contract include the following

- claims for their killing, depreciation and temporary loss of use
- costs of veterinary treatment

C3.2

Baloise must be notified promptly of a horse's death or of a veterinarian's order to euthanise the horse or perform an emergency slaughter so that a post-mortem examination may be undertaken or expert opinion obtained.

Coverage excludes

C3.20

Boarding horses taken in by an insured person and for which they are responsible

C3.21

The risks excluded for personal liability (C1).

C4 Hunting liability

Insurance cover

If specified as insured in the insurance policy:

C4

The statutory liability of the persons named in the insurance policy for losses that arise

- from hunting
- from game-keeping and game protection
- from facilities that are used for hunting and game protection
- from participating in hunting sport events
- as owners of hunting weapons and as marksmen during and outside the hunting season

Coverage excludes

C4.20

- losses caused as a result of violating applicable hunting law
e.g. hunting without a valid hunting licence
- damage caused by game and to fields and farmland
e.g. trampling of an environmentally protected trail
- any hunting liability losses in France

C4.21

The risks excluded for personal liability (C1).

Travel insurance

D1 Life travel insurance

D1.1 Cancellation costs

Insurance cover

If specified as insured in the insurance policy:

Travel is deemed to be any stay by an insured person outside their place of residence, except for movements associated with regular or usual activities.

“Regular or usual activities” include journeys to work and back or those associated with the general business of everyday life.

Insured events, benefits and costs prior to commencement of travel

D1.1.1

Insured events, benefits and costs are listed exhaustively below and are limited exclusively to the time prior to commencement of travel, i.e. before leaving the place of residence.

D1.1.2

A precondition for entitlement to benefits is a legally valid contract with one of the following

- tour operator or carrier
- landlord (incl. lodging and guest accommodation agreements)

- organiser of courses or seminars
- organiser of events such as concerts, theatrical performances and sporting events

D1.1.3

If a trip cannot be made due to an insured event, Baloise will pay the share payable by the travelling insured persons in respect of the following

- the cancellation costs owed
- the costs for courses and seminars
- the costs for events such as concert or theatre tickets, entrance fees for sporting events

These costs (incl. season tickets) are only reimbursed if an insured event means they cannot be used before the intended first use and the option of a refund or later use is not possible.

D1.1.4

If a trip can only be made later due to an insured event, Baloise will pay the share payable by the travelling insured persons in respect of the following

- the additional costs of travelling to the destination and
- the costs for the unused portion of the trip

An entitlement to benefits exists if

D1.1.5

an insured person or those accompanying them experience one of the following events

- serious illness or accident
- unexpected worsening of a medically certified chronic medical condition
- death
- unemployment, provided this was not known at the time of booking the trip
- the insured person unexpectedly taking up a position of employment if they were unemployed at the time of booking the trip and provided the employer confirms in writing that the insured person cannot make the trip due to taking up the position
- the insured person, due to an unplanned mobilisation order by the Swiss army, civilian service or civil defence service, is unable to make the trip or only do so at a later time

D1.1.6

Someone related to the insured person experiences one of the following events

- serious illness or accident
- unexpected worsening of a medically certified chronic medical condition
- death

The following are considered to be related:

family members, cohabiting partners, partners under a registered partnership as well as their children or parents

D1.1.7

A pet belonging to the insured person experiences one of the following events

- serious illness or accident
- unexpected worsening of a chronic medical condition certified by a vet
- death

Upon request, Baloise will cover the costs for an animal shelter for the duration of the trip instead of the cancellation costs.

D1.1.8

The property of the insured person at their place of residence is seriously affected due to loss or damage resulting from theft, fire, water or natural hazards (high water, flooding, storm (winds of 75 km/h or stronger), hail, avalanche, snow pressure, rockslide, rockfall and landslide).

D1.1.9

The scheduled commencement of travel has been rendered impossible because of a proven delay or cancellation of public transport to the airport or railway station on Swiss territory or in neighbouring countries directly bordering Switzerland.

D1.1.10

The vehicle listed in the carriage voucher becomes unroadworthy due to an accident or breakdown on the direct journey to the loading point ("motorail train" or ferry terminal) on the day of departure.

D1.1.11

Catastrophic events (G1), strikes or natural hazard losses (flooding, storm (winds of 75 km/h or stronger), hail, avalanche, snow pressure, rockslide, rockfall and landslide) at the destination that make the trip impossible or represent a mortal danger to the insured person.

D1.1.12

A terrorist attack, an earthquake or a volcanic eruption has occurred during the seven days before the planned commencement of travel and within 150 kilometres of the destination.

Coverage excludes

D1.1.20

Any consequential costs resulting from the delayed departure.

D1.1.21

The costs involved in arranging outward travel if a trip can only be made at a later time.

D1.1.22

Costs of the tour operator or carrier cancelling the trip, the landlord, the organiser of courses, seminars or events due to an event as stated in D 1.1.11, provided the company concerned is obliged to cover the loss for legal reasons.

D1.1.23

Claims arising from an event or medical condition that had already occurred and was known to the insured person at the commencement of the contract or when the trip was booked. This does not include the unexpected worsening of a medically certified chronic medical condition.

D1.1.24

Bookings of legally valid travel contracts whose cancellation deadlines (triggering payment of a fee) had already expired by the time of commencement of the insurance policy.

D1.1.25

Costs arising from the delay or cancellation of private transportation to the airport or railway station.

D1.1.26

Costs arising in relation to financial transactions, visas or vaccinations.

D1.1.27

Costs for bookings during the trip.

D1.1.28

Costs for business trips.

D1.2 Travel Assistance

Insurance cover

If specified as insured in the insurance policy:

Travel is deemed to be any stay by an insured person outside their place of residence, except for movements associated with regular or usual activities.

“Regular or usual activities” include journeys to work and back or those associated with the general business of everyday life.

Insured events, benefits and costs during the trip

D1.2.1

Insured events, benefits and costs are set out in full below and are limited exclusively to the time during the trip.

Further bookings made during the trip are also covered under the Travel Assistance.

A precondition for the provision of these services is that the policyholder first makes a call to 00800 24 800 800. If no connection is possible from abroad, please call +41 58 285 28 28.

D1.2.2

Serious illness, serious injury, medically certified unexpected deterioration of a chronic medical condition of an insured person

- assistance with organising and unlimited cover of the costs of transfer to the nearest suitable hospital as supplementary or secondary to all statutory and private health or accident insurance coverage of the insured person
- organisation and unlimited cover of the costs of emergency transport under medical care to a hospital at the place of residence (if medically necessary)
- organisation of the return journey to the place of residence (on the basis of a medical assessment) and cover of the associated additional travel costs
- assistance with organising and unlimited cover of the costs of child-care for minors in the travel party
- advance payment of costs to a hospital of up to **CHF 10,000**, which has to be repaid to Baloise within 30 days of discharge from the hospital
- organisation and cover of the costs for a visit to the patient's bedside if the hospital stay is longer than five days or in the event of the death of an insured person (for up to two related persons, train: 1st class, by air: economy class, costs of accommodation: mid-range hotel with breakfast). Travel costs from Switzerland are covered for each event up to an amount of **CHF 4,000** in Europe and **CHF 6,000** outside Europe

Serious illness, serious injury, medically certified unexpected deterioration of a chronic medical condition of the following persons:

Family members, cohabiting partners, partner in a registered partnership and their children and parents, persons with whom an insured person has jointly undertaken the trip or persons without whom the trip the insured person needed to make would not have been possible

- cover of the costs of the return journey (by rail: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast)
- cover of travel costs (by rail: 1st class, by air: economy class) for a temporary return trip (outward and return journey) of an insured person

D1.2.3

Health problems during the trip

- passing on of the contact details of a doctor or hospital near where the person is staying
- provision of initial medical advice in collaboration with third-party doctors
- translations of package inserts for medicines, medical prescriptions or medical reports
- cover of the costs for sending on vitally important medicines (excluding the costs of the medicines themselves), provided despatch is permissible under international legislation relating to the transfer of medicines

D1.2.4

Death

If an insured person dies, Baloise will organise and cover the costs of returning the body home to the place of residence in Switzerland or in the Principality of Liechtenstein incl. any formalities involving the authorities.

D1.2.5

In the event of an emergency or a missing person

Baloise will cover the costs of search and rescue up to a maximum of **CHF 20,000** per event.

D1.2.6

Accompanying minors home if it is no longer possible for an insured person, due to an insured event, to look after them or if these need to return home early for the same reasons

- cover of travel costs (rail: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast) either for a person given responsibility for accompanying the minors to their place of residence or for a person given this responsibility by Baloise

D1.2.7

Cancellation of the means of public transport booked or used for the trip due to a breakdown, accident or technical defect

- return journey to the place of residence or continuation of the trip
- cover of the costs of the return journey or onward travel (by rail: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast). Travel costs are covered for each event up to an amount of **CHF 2,000** in Europe and **CHF 3,000** outside Europe

D1.2.8

Catastrophic events (G1), strikes or natural hazard losses (high water, flooding, storm (winds of 75 km/h or stronger), hail, avalanche, snow pressure, rockslide, rockfall and landslide) along the route that clearly makes it impossible to continue the trip or presents an actual danger to the life and property of the insured person

- return journey to the place of residence
- cover of the costs of the return journey (train: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast)

D1.2.9

Curtailed of a trip due to terrorist attacks, earthquake, or volcanic eruptions that have occurred within 150 kilometres of the travel destination

- return journey to the place of residence
- cover of the costs of the return journey (by rail: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast)

D1.2.10

Theft of personal documents (passport, identity cards and travel tickets), thereby rendering continuation of the trip or the return journey to Switzerland temporarily impossible, provided the documents cannot be reissued within a reasonable amount of time

→ cover of accommodation costs (mid-range hotel with breakfast), costs of transport locally and costs of the return journey or onward travel (train: 1st class, by air: economy class), provided the local police force responsible has been informed immediately. Travel costs are covered for each event up to an amount of **CHF 2,000** in Europe and **CHF 3,000** outside Europe

D1.2.11

Missing a connection between two means of public transport (long-distance coach and train, sea or air travel excl. private jet) if the first means of public transport alone was responsible (delay or cancellation)

→ cover of accommodation costs (mid-range hotel with breakfast), costs of transport locally and costs of the return journey or onward travel (train: 1st class, by air: economy class). Travel costs are covered for each event up to an amount of **CHF 2,000** in Europe and **CHF 3,000** outside Europe

D1.2.12

Curtailment of leases, courses, seminars or events due to an insured event

→ the costs of unused services (excluding the regular and additional costs of the return journey)

D1.2.13

Serious damage to the property as a result of theft, fire, water or natural hazards (high water, flooding, storm (winds of 75 km/h or stronger), hail, avalanche, snow pressure, rockslide, rockfall and landslide)

→ return journey of all insured persons to the place of residence or temporary return journey (outward and return journey) of an insured person

→ cover of the costs of the return journey (by rail: 1st class, by air: economy class) and costs of accommodation (mid-range hotel with breakfast)

D1.2.14

Reimbursement for unused services associated with the travel arrangements that are not refunded by a third party if the trip has to be curtailed due to an insured event.

Insured costs per event

Individual policy: **max. CHF 50,000**

Family insurance: **max. CHF 100,000**

D1.2.15

Reimbursement for unforeseen expenditure that proves necessary (e.g. the costs of rebooking something) in the event of curtailment or interruption of the trip, a delayed return journey or repatriation due to an insured event.

Insured costs per event

Individual policy: **max. CHF 5,000**

Family insurance: **max. CHF 10,000**

Coverage excludes

D1.2.20

Claims arising from an event or medical condition that had already occurred or was known to the insured person upon commencement of the contract or trip.

D1.2.21

Claims to benefits in the event of strikes and epidemics if the travel operator changes the travel programme or curtails the trip.

D1.2.22

Claims arising from failure of the means of transport if this concerns private vehicles driven or used as a passenger by the insured person.

D1.2.23

Costs arising from the curtailment of a trip that was commenced even though the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH) or the World Health Organization (WHO) had issued prior advice against undertaking such travel.

D1.2.24

Costs for the cancellation of the means of public transport booked or used for the trip due to a breakdown, accident or technical defect if the operator is obliged to cover the loss for legal reasons.

D1.2.25

Costs for missed connections between two means of public transport (long-distance coach and train, sea or air travel) if the insured person is responsible for the delay or the operator is obliged to cover the loss for legal reasons.

D1.2.26

Costs for outpatient and inpatient medical treatment.

D1.2.27

The costs involved in arranging return travel if a trip has to be curtailed.

D1.2.28

Costs for services not approved by Baloise Customer Service via an emergency call.

D1.3 Luggage

Insurance cover

If specified as insured in the insurance policy:

Travel is deemed to be any stay by an insured person outside their place of residence, except for movements associated with regular or usual activities.

“Regular or usual activities” include journeys to work and back or those associated with the general business of everyday life.

Insured events and benefits

D1.3.1

Luggage that is missing, lost, stolen or damaged while in the custody of a carrier or tour operator up to CHF 5,000.

D1.3.2

In the event of late arrival, loss or theft of – or damage to – luggage during carriage by a carrier to the holiday destination, Baloise will assume the additional costs up to CHF 1,000 for the purchase of indispensable clothing and toiletries.

Coverage excludes

D1.3.20

- Valuables
- jewellery, wristwatches and pocket watches
- pets
- damage as a result of wear and tear
- damages that have to be covered the tour operator or carrier

D1.3.21

Costs attributable to the following

- items being seized or confiscated by customs or government authorities
- failure to do what was required to retrieve the luggage

D2 “Drive” travel insurance

D2.1 Vehicle Assistance

Insurance cover

If specified as insured in the insurance policy:

Below is an exhaustive list of insured events, benefits and costs.

A precondition for the provision of these services is that the policyholder first makes a call to 00800 24 800 800. If no connection is possible from abroad, please call +41 58 285 28 28.

Insured events

D2.1.1

Theft, breakdown, accident involving the vehicle, vandalism or damage caused to the vehicle by martens, collision with animals, damage to the vehicle as a result of fire or natural hazards (high water, flooding, storm (wind of at least 75 km/h that knocks down trees and damages houses in the vicinity of the insured property), hail, avalanche, snow pressure, rockslide, rockfall and landslide).

The insurance cover applies in Switzerland (incl. the area up to 50 km from the Swiss border) and Europe.

Insured benefits and costs

D2.1.2

Roadside assistance and towing to a suitable nearby garage. If simple roadside assistance is organised locally by the insured person, Baloise will pay the costs up to CHF 300 per event.

In addition, salvage (returning the vehicle to the carriageway) will be organised and the costs covered up to CHF 5,000 per event.

D2.1.3

If a local suitable garage is unable to obtain the replacement parts required within three working days of the event (not including weekends or public holidays) and the vehicle is not transported (as per D2.1.7), Baloise will organise and pay for immediate delivery where possible. The costs for replacement parts are not insured.

D2.1.4

Return travel for all occupants (incl. any pets travelling) by public transport (first class train), hire car or taxi to the policyholder’s place of residence where the vehicle cannot be repaired on the same day (Switzerland) or within five days (Europe) according to an expert opinion. If the return travel is by hire car, CHF 250 per day up to a maximum of CHF 2,000 per event will be refunded. If the return travel is by taxi, a maximum of CHF 300 per event will be refunded.

D2.1.5

A hire car in the same category for a period of up to eight days in order to continue the journey (instead of the return travel costs as per D2.1.4) in the case of events occurring abroad where the vehicle cannot be repaired within five days according to an expert opinion. The benefits are limited to CHF 250 per day up to a maximum of CHF 2,000 per event.

D2.1.6

Overnight accommodation if the return trip is no longer possible on the same day (Switzerland) or the vehicle can be repaired as planned within five days (Europe) up to CHF 120 per occupant per night and a maximum of CHF 1,200 per event.

D2.1.7

Return transport of the unroadworthy vehicle to the policyholder’s place of residence (incl. parking fees following the claims notification) if, according to expert opinion it cannot be repaired within 24 hours (Switzerland) or within five days (Europe). Coverage also includes return transport of a vehicle recovered after being stolen. If return transport is arranged by an insured person, their travel costs will be covered on the same basis as return travel (D2.1.4).

D2.1.8

If a vehicle becomes unusable due to an insured event and cannot be driven back to Switzerland, the vehicle may be left with the customs authorities in the country where it is at the time. In such cases, Baloise will take care of the administrative work involved and assume all the associated costs, particularly the costs of scrapping the vehicle, the fees and duties for disposing of the vehicle that has been written off and

the customs costs. Baloise covers the parking fees from the time it has possession of all the documents required for scrap disposal.

D2.1.9

Return transport of the vehicle by a hired driver: in the event of illness, accident or death of the driver if no members of the travel party are able to return the vehicle themselves.

D2.1.10

Return transport of a trailer or caravan in the event of theft or unroad-worthiness of the vehicle towing it.

Vehicles

D2.1.11

Insurance cover applies to the following vehicles: any motorised private road vehicle up to a gross vehicle weight of 3.5t as well as bicycles and e-bikes registered in Switzerland and driven or ridden by an insured person.

Coverage also includes all trailers up to 3.5t registered for road use according to the law and where the towing vehicle is also covered.

Coverage excludes

D2.1.20

Vehicles with foreign licence plates (excluding the Principality of Liechtenstein) and commercial vehicles (e.g. commercial passenger transport requiring a permit).

D2.1.21

Losses resulting from the use of a vehicle by a driver who does not possess a driver's licence as prescribed by law. The same applies to journeys by learner drivers not accompanied as prescribed by law and to journeys made without the licence plates prescribed by law or with invalid licence plates.

D2.1.22

Participation in races, rallies and similar competitive driving events including any associated practice sessions.

D2.1.23

Costs for repairs and replacement parts.

D2.1.24

Transportation of hazardous cargoes as defined by Swiss road traffic law.

D2.1.25

Journeys with hire vehicles.

D2.1.26

Roadside assistance, towing and salvage of bicycles and e-bikes.

D2.1.27

Damage to taxis, vehicles owned by driving schools and replacement vehicles provided by repair workshops.

D2.1.28

Liability of the insured person for loss of the no-claims bonus for the vehicle.

D2.2 Hire vehicle/Waiver of deductible

Insurance cover

If specified as insured in the insurance policy:

Travel is deemed to be any stay by an insured person outside their place of residence, except for movements associated with regular or usual activities.

“Regular or usual activities” include journeys to work and back or those associated with the general business of everyday life.

D2.2.1

Insured events are listed exhaustively below and are limited exclusively to the time period of the trip.

Coverage includes the deductible owed to a hire company under a hire agreement in relation to a vehicle hired by and insured person or obtained from a car-sharing company if the insured persons caused the damage and can be held responsible for it under civil law and in the case of theft of the vehicle.

Insurance cover applies worldwide.

Insured vehicles (exhaustive list)

D2.2.2

- motor vehicles up to a gross vehicle weight of 3.5t and trailers pulled by motor vehicles up to a gross vehicle weight of 3.5t
- bicycles and e-bikes
- watercraft

Insured benefits

D2.2.3

The level of the insured benefit depends on the applicable deductible, although it is limited to the maximum sum insured of CHF 5,000 per hire agreement.

Coverage excludes

D2.2.20

Drivers who have caused the insured event with a blood alcohol concentration above the legally permitted per mille limit or while under the influence of narcotics.

D2.2.21

Journeys not allowed under the hire agreement.

D2.2.22

Journeys with vehicles that are prohibited by law or the authorities.

D2.2.23

Participation in races, rallies and similar competitive driving events including any associated practice sessions.

D2.2.24

Replacement vehicles from repair workshops.

Legal expenses insurance

E1.1 Personal legal expenses insurance

Advice and processing of insured legal cases by Assista Rechtsschutz AG's legal services.

Insurance cover

If specified as insured in the insurance policy:

E1.1.1

Safeguarding of the interests of an insured person in his/her capacity as a private individual in the following legal cases (exhaustive list):

Geographical scope, place of jurisdiction, applicable law and enforcement: Worldwide

E1.1.2

Law of damages/Civil liability

- statutory claims to compensation for losses suffered by the insured person due to an event for which a third party is liable, outside of any contractual relationship, as a result of their own fault or under law
- assertion of claims for damages on the basis of the Victims Assistance Act

E1.1.3

Criminal law

- defence of the insured person in the event of criminal proceedings brought against him/her for offences involving negligence
If the insured person is accused of a deliberate criminal offence, Assista will not provide any insured benefits until the insured person has been completely acquitted without cost implications in the matter through final adjudication, or it has been determined that there was a requirement for self-defence or that an emergency situation existed. The acquittal must not be linked to the payment of indemnity by the insured person to the plaintiff
- participation of the insured person as a plaintiff in a lawsuit to safeguard his/her rights if this is necessary in order to assert claims for damages due to bodily injury

E1.1.4

Travel law

Disputes involving the insured person that arise from one of the following contracts (exhaustive list):

- credit card (used during the trip abroad)
- transportation of baggage and persons
- package holiday
- lodging agreement and guest accommodation agreement
- rental of a holiday apartment, a holiday home or a camping pitch for own use (limited to a maximum period of three months)

Geographical scope, place of jurisdiction, applicable law and enforcement: Europe

E1.1.5

Consumer law and other contracts

Disputes of the insured person relating to the following contracts (exhaustive list):

- purchase/sale (incl. purchase/sale on online platforms)
- exchange
- gift
- rental of movable property
- leasehold
- leasing
- loan for use
- deposit
- transport
- consumer loan
- credit card
- contract for work and services
- subscription
- telecommunication

Geographical scope, place of jurisdiction, applicable law and enforcement: Switzerland/Liechtenstein

E1.1.6

Insurance law

Disputes of the insured person arising from their relationships with private or public insurance institutions or health insurance and pension funds based in Switzerland or the Principality of Liechtenstein.

E1.1.7

Employment contract

Disputes between the insured person and their employer based on a private-sector or public-sector employment contract.

In these cases, complete insurance cover is provided up to an amount in dispute of **CHF 300,000**. If the amount in dispute exceeds **CHF 300,000**, costs will be covered in proportion to the ratio between **CHF 300,000** and the amount in dispute. The amount in dispute refers to the entirety of all claims and not just the claim based on an action for part of the claim.

E1.1.8

Employment contract in the capacity as employer

Disputes of the insured person in their capacity as an employer of domestic staff (cleaning as well as caring for and looking after people) employed in the insured person's private household, provided any employment-related obligations involving registration and permits are complied with. Benefits are limited to **CHF 10,000** per legal case.

E1.1.9

Simple agency contract

Disputes between the insured person and their agent resulting from a simple agency contract.

E1.1.10

Tenancy agreement

Disputes between the insured person and the landlord of the owner-occupied residence or house.

E1.1.11

Patient law

Disputes of the insured person regarding claims against medical professionals, hospitals and other medical institutions as a result of an error during diagnosis or treatment, including violations against any disclosure obligation.

There is worldwide cover for disputes relating to emergency treatment.

E1.1.12**Legal advice**

Law of persons, family law (including marriage, divorce, registered partnership and cohabitation with a status equivalent to marriage), inheritance law. Benefits are capped at CHF 500 per case in these areas.

Definitions**Geographical scope**

Location where the loss event occurred

Place of jurisdiction

Location of the competent court

Applicable law

The law that is applicable to the dispute

Enforcement

Location where the ruling is enforceable

E1.1.13**Cover of costs**

- for the involvement of lawyers, mediators and experts by mutual agreement with Assista Rechtsschutz AG
- for legal and administrative proceedings including paying the opposing party's litigation costs
- for the collection of the compensation awarded to the insured person until the receipt of a provisional or definitive certificate of shortfall or a bankruptcy warning. If such a collection procedure is carried out outside of Switzerland, benefits from Assista are limited to a maximum amount of **CHF 5,000**
- for translations, provided these have been requested by a court or the authorities
- for the insured person's travel expenses in the event of them being invited to attend court as a defendant or litigant, provided these costs (based on public transport rates) exceed **CHF 100**. The costs of trips abroad will be covered, provided this has been agreed with Assista in advance
- for attending the main hearing during proceedings, provided attendance is obligatory. Assista will pay the insured person **CHF 200** per day as compensation for personal efforts in cases that are covered up to a maximum of **CHF 1,000** per legal case
- for bail to avoid remand in custody; this benefit is only provided as an advance and needs to be repaid to Assista

Costs of up to **CHF 100,000** will be covered outside Europe.

If an insured person causes a legal dispute through gross negligence, Assista reserves the right to reduce its benefits in proportion to the level of fault involved.

E1.1.14**Minimum amount in dispute under civil law**

Insurance cover applies, regardless of the amount in dispute, to any advice and extrajudicial safeguarding of interests provided by lawyers and legal experts appointed by Assista. As regards civil law disputes, insurance cover for external services under Art. E1.1.13 is available for amounts in dispute of **CHF 2,000** and above.

If the amount in dispute is below **CHF 2,000**, insurance coverage is provided for external services if the insured person is sued and the opposing party is represented by a lawyer.

E1.1.15**Waiting period**

On entry into force of this contract or from the inclusion of new risks and/or newly insured persons on switching from an individual to a family insurance, a waiting period of three months applies to all disputes with the exception for the following areas of coverage: law of damages, insurance law and criminal law.

Coverage excludes any legal dispute arising within the waiting period. The waiting period is waived if there is existing insurance cover for the same risk with a seamless transition of coverage.

Coverage excludes**E1.1.20**

Legal areas not mentioned in E1.1.2 – E1.1.12, including, for example, the law applicable to taxes and duties, intellectual property law, company law, the law applicable to public construction, planning law, and disputes arising from circumstances under association law.

e.g. disputes with the tax office

E1.1.21

Disputes of the insured person in his/her capacity as one of the following

- employer, excluding disputes under E1.1.8
 - professional athlete or professional trainer
 - purchaser, seller, owner, borrower, renter, registered keeper or driver/operator of motor vehicles, watercraft and aircraft. This excludes drones and model aircraft weighing up to 30 kg
 - owner or co-owner of a building or land (incl. condominium owners)
 - landlord or subletter
- e.g. speeding in a car*

E1.1.22

Disputes of the insured person in connection with the following

- acquisition/disposal (purchase and exchange, gift, etc.) of land and buildings
 - e.g. dispute from the purchase of a single-family dwelling*
 - lien on real estate
 - e.g. disputes in connection with mortgage interest*
 - planning, construction, conversion or demolition of buildings and other facilities owned by the insured person
 - e.g. dispute from the heightening of a single-family dwelling*
 - contract based on time-sharing
 - e.g. dispute from the right to use a holiday residence*
 - acquisition/disposal (purchase and exchange, gift etc.) of securities
 - e.g. dispute from the purchase of shares*
 - investment or management of securities and other assets
 - e.g. disputes in connection with the management of a share portfolio*
 - forwards, futures or speculative transactions
 - e.g. disputes from derivatives*
 - loans for commercial purposes
 - any gainful self-employed activity of the insured person
- e.g.:**
- > primary or secondary gainful activity where the insured person bears some or all of the entrepreneurial risk without being in a subordinate employment relationship
 - e.g. dispute of a store owner with their customers*
 - > membership of a board of directors or a similar function held by the insured person in a simple partnership, commercial enterprise or cooperative
 - e.g. loss of partnership in a company*
- collection of receivables (promissory notes)
 - e.g. debt enforcement proceedings for an amount of money owed*

- receivables and liabilities assigned to the insured person or transferred to him/her under inheritance law
e.g. enforcing payment of an assigned receivable
- use of computer software and web hosting
e.g. failure or defectiveness of acquired software

E1.1.23

The defence of liability claims, outside of any contractual relationship, brought against the insured person by third parties.
e.g. damage to a colleague's camera

E1.1.24

Costs that a third party or a liability insurer is under obligation to cover.
e.g. lawyers' fees for which a liability insurance must provide cover

E1.1.25

Disputes among persons insured under the same contract, excluding the safeguarding of the legal interests of the actual policyholder.
e.g. dispute among spouses

E1.1.26

Disputes arising due to the insured person becoming involved in brawls or fights.
e.g. disputes as a result of participating in a fight outside a bar

E1.1.27

Disputes of the insured person in connection with the commission or attempted commission of crimes and other wilful offences.
e.g. theft

E1.1.28

Proceedings before international and supranational courts.
e.g. proceedings before the European Court of Human Rights

E1.1.29

Disputes with Assista Rechtsschutz AG, its employees and lawyers or experts enlisted.
e.g. dispute with Assista

E1.1.30

Claims arising in relation to damages and payment of damages for pain and suffering, criminal or administrative criminal proceedings or other comparable proceedings in connection with the aforementioned exclusions.

E1.2 Legal expenses insurance for home owners

Advice and processing of insured legal cases by Assista Rechtsschutz AG's legal services.

Insurance cover

If specified as insured in the insurance policy:

E1.2.1

Safeguarding of the interests of an insured person in his/her capacity as an owner of owner-occupied real estate:

- house and/or holiday home with up to three apartments
- apartment in a condominium
- mobile home or a caravan without license plates at a fixed location

and the associated privately used land, equipment and installations
e.g. allotment sheds, garages, tool sheds, outbuildings/stables, children's playgrounds, etc.

in the following legal cases (exhaustive list):

Geographical scope, place of jurisdiction, applicable law and enforcement: Switzerland/Liechtenstein

E1.2.2**Law of damages/Civil liability**

Disputes of the insured person regarding claims for compensation for damage caused to the building (including pecuniary loss) due to an event for which a third party is liable, outside of any contractual relationship, as a result of their own fault or under law.

E1.2.3**Insurance law**

Disputes of the insured person with insurance institutions regarding the building.

E1.2.4**Tenancy agreement**

Disputes of the insured person as a landlord of a owner-occupied house or holiday home with up to three apartments.

E1.2.5**Employment contract and simple agency contract**

Disputes of the insured person with persons employed or appointed by them to perform upkeep, maintenance or management of the building. This also applies to mixed contracts, provided the dispute relates to the maintenance of gardens and caretaking.

E1.2.6**Contract for work and services and simple agency contract**

Disputes of the insured person arising from a contract for work and services and/or a simple agency contract that relates to work on the building, provided no official permit is required for the work.

If an official authorisation is required (even if only part of the work requires authorisation), these disputes are insured if the total construction cost does not exceed CHF 100,000.

Disputes concerning a construction lien are covered if they relate to a covered dispute regarding a contract for work and services which Assista is already dealing with at the time of the registration request.

E1.2.7**Contract with an energy supplier**

Disputes of the insured person arising from a contract with an energy supplier.

E1.2.8**Criminal law**

→ defence of the insured person in the event of criminal proceedings brought against them as the owner of the building for offences involving negligence

If the insured person is accused of a deliberate criminal offence, Assista will not provide any insured benefits until the insured person has been completely acquitted without cost implications in the matter through final adjudication, or it has been acknowledged that there was a requirement for self-defence or that an emergency situation existed

→ participation of the insured person as a plaintiff in a lawsuit to safeguard his/her rights following an event covered by the present insurance if this is necessary in order to assert claims for damages due to damage caused to the building

E1.2.9

Law of neighbours

Civil disputes of the insured person with neighbours in the event of (exhaustive list):

- obstruction of the view
- tree and hedge maintenance and distance from boundaries
- emissions (noise, smoke, fumes and smells)

A neighbour is someone whose land directly adjoins that of the insured person or is no more than 20 metres from it. The shortest route between the two plots of land is decisive.

E1.2.10

Public law

Disputes of the insured person with public authorities in the event of (exhaustive list):

- objections to construction projects of a directly adjoining neighbour
- objections to a construction project, provided the total construction cost does not exceed **CHF 100,000**
- expropriation
- devaluation of the plot of land

E1.2.11

Property law

Disputes of the insured person arising from (exhaustive list):

- ownership of the building entered in the Land Register
- affirmative and negative easements and encumbrances entered in the land register
- boundary disputes

Definitions

Geographical scope

Location where the loss event occurred

Place of jurisdiction

Location of the competent court

Applicable law

The law that is applicable to the dispute

Enforcement

Location where the ruling is enforceable

Coverage excludes

E1.2.20

Legal areas not mentioned in E1.2.2 – E1.2.11, including, for example, the law applicable to taxes and duties, the law applicable to public planning, and the law applicable to debt collection and bankruptcy.
e.g. disputes with the public administration relating to a district development

E1.2.21

Lien on real estate, incl. construction lien, unless the latter relates to a covered dispute regarding a contract for work and services which Assista is already dealing with at the time of the registration request.
e.g. disputes in connection with the drafting of a mortgage note

E1.2.22

Planning, construction, conversion or demolition of buildings and other facilities owned by the insured person based on a total construction cost of **CHF 100,000** or over, provided an official permit is required for the work (even if only part of this work requires a permit).
e.g. dispute from the heightening of a single-family dwelling

E1.2.23

Debt enforcement against the building.
e.g. debt enforcement against the building resulting from a debt to a contractor

E1.2.24

Relationships under company law or association law (incl. simple partnerships) and liability claims against bodies at companies or associations.
e.g. dissolution of a simple partnership

E1.2.25

Disputes among condominium and co-owners within the same condominium or co-owner community and disputes with the management of a community of condominium or co-owners.
e.g. dispute between one condominium owner and another regarding emissions from a barbecue

E1.2.26

The defence of liability claims, outside of any contractual relationship, brought against the insured person by third parties.
e.g. claims for damages of a neighbour following construction of a swimming pool

E1.2.27

Losses suffered by the insured person.
e.g. damage to buildings

E1.2.28

Fines imposed on the insured person.
e.g. fines for burning waste

E1.2.29

Claims for damages and payment of damages for pain and suffering, criminal proceedings or other comparable proceedings in connection with the above exclusions.

E1.2.30

The risks excluded in the personal legal expenses insurance (E1.1).

E2 Legal expenses insurance for motorists

Advice and processing of insured legal cases by Assista Rechtsschutz AG's legal services.

Insurance cover

If specified as insured in the insurance policy:

E2.1

Safeguarding of the interests of an insured person in his/her capacity as a private individual in the following legal cases (exhaustive list):

Geographical scope, place of jurisdiction, applicable law and enforcement: Worldwide

E2.2

Law of damages

- assertion of claims for damages outside of any contractual relationship (including any payment of damages for pain and suffering) in connection with a traffic accident
- assertion of claims for damages based on the Victims Assistance Act and in connection with a traffic accident

E2.3

Criminal law

- criminal proceedings due to a traffic accident or a traffic offence
 If the insured person is accused of a deliberate criminal offence, Assista will not provide any insurance benefits until the insured has been completely acquitted without cost implications in the matter through final adjudication, or it has been determined that there was a requirement for self-defence or that an emergency situation existed. The acquittal must not be linked to the payment of indemnity by the insured person to the plaintiff
- participation of the insured person if this is necessary in order to assert claims for damages and for payment of damages for pain and suffering in the event of bodily injury as a result of a traffic accident

Geographical scope, place of jurisdiction, applicable law and enforcement: Europe

E2.4

Administrative law

Administrative proceedings relating to driver's licences, driving bans, vehicle registration documents and the taxation of vehicles registered in the insured person's name in Switzerland and the Principality of Liechtenstein.

E2.5

Vehicle contract law

- Disputes arising from one of the following contracts concluded by the insured person in relation to a vehicle registered for private use in his/her name in Switzerland or the Principality of Liechtenstein:
 - > purchase/sale and leasing
 - > repair/maintenance
 - > loan for use
- Contractual disputes of the insured person as a private individual associated with the use of combined mobility offers (car sharing, ride-sharing system, etc.)
- Disputes of the insured person arising from the hiring or borrowing of a vehicle for use on the road or on water or for the transport of his/her own vehicle registered in Switzerland or the Principality of Liechtenstein as well as of the hired or borrowed vehicle. **Worldwide cover** applies to these disputes
- Disputes of the insured person as the owner or registered keeper of a land vehicle or watercraft registered in his or her name in Switzerland or the Principality of Liechtenstein arising from the rental of a garage, parking space or mooring. **Switzerland cover** applies to these disputes

E2.6

Property law

Disputes under private law arising from ownership, possession or other property rights in relation to a land vehicle or watercraft registered in the insured person's name in Switzerland and the Principality of Liechtenstein.

Geographical scope, place of jurisdiction, applicable law and enforcement: Switzerland/Liechtenstein

E2.7

Insurance law

Disputes of the insured person arising from his/her relationships with private or public insurance institutions or health insurance and pension funds based in Switzerland and the Principality of Liechtenstein regarding the consequences of traffic accidents.

E2.8

Patient law

Disputes of the insured person regarding claims against medical professionals, hospitals and other medical institutions as a result of an error during diagnosis or treatment of injuries the insured person has suffered in connection with a traffic accident.
 Europe and world cover applies in relation to these disputes if emergency treatment is involved.

Definitions**Geographical scope**

Location where the loss event occurred

Place of jurisdiction

Location of the competent court

Applicable law

The law that is applicable to the dispute

EnforcementLocation where the ruling is to be enforced

E2.9**Cover of costs**

- for the involvement of lawyers, mediators and experts by mutual agreement with Assista Rechtsschutz AG
- for legal and administrative proceedings including paying the opposing party's litigation costs and including legal costs associated with penal and administrative proceedings
- for the collection of the compensation awarded to the insured person until the receipt of a provisional or definitive certificate of shortfall or a bankruptcy warning. If such a collection procedure is carried out outside of Switzerland, benefits from Assista are limited to a maximum amount of **CHF 5,000**
- for translations, provided these have been requested by a court or the authorities
- for the insured person's travel expenses in the event of them being invited to attend court as a defendant or litigant, provided these costs (based on public transport rates) exceed **CHF 100**. The costs of trips abroad will be covered, provided this has been agreed with Assista in advance
- for bail to avoid remand in custody; this benefit is only provided as an advance and needs to be repaid to Assista

Costs of up to **CHF 100,000** will be covered outside Europe.

If an insured person causes a legal dispute through gross negligence, Assista reserves the right to reduce its benefits in proportion to the level of fault involved.

E2.10**Minimum amount in dispute under civil law**

Insurance cover applies, regardless of the amount in dispute, to any advice and extrajudicial safeguarding of interests provided by lawyers and legal experts appointed by Assista. As regards civil law disputes, insurance cover for external services under Art. E2.9 is available for amounts in dispute of **CHF 2,000** and above.

If the amount in dispute is below **CHF 2,000**, insurance coverage is provided for external services if the insured person is sued and the opposing party is represented by a lawyer.

E2.11**Waiting period**

On entry into force of this contract or from the inclusion of new risks and/or newly insured persons on switching from an individual to a family insurance, a waiting period of three months applies to all disputes with the exception for the following areas of coverage: law of damages, insurance law and criminal law.

Coverage excludes any legal dispute arising within the waiting period. The waiting period is waived if there is existing insurance cover for the same risk with a seamless transition of coverage.

Coverage excludes**E2.20**

Disputes of the insured person in his/her capacity as pilot, registered keeper, owner, purchaser, seller, renter and lessee of aircraft.
e.g. lease of an aircraft

E2.21

Disputes arising from contracts that the insured person has concluded on a professional basis.
e.g. purchase of a vehicle for business use

E2.22

Disputes relating to co-ownership arrangements among owners.
e.g. disputes among co-owners regarding a boat purchased jointly

E2.23

Safeguarding the interests of the insured person as the driver of a vehicle if he/she did not have the necessary driver's licence or if the licence had been revoked at the time of the event.
e.g. accident with a motorcycle without valid driver's licence

E2.24

Defence of liability claims, outside of any contractual relationship, brought against the insured person by third parties.
e.g. a pedestrian is hit and injured

E2.25

Costs that a third party or a liability insurer is under obligation to cover.
e.g. lawyers' fees for which a liability insurance must provide cover

E2.26

Collection of undisputed receivables.
e.g. undisputed acknowledgement of debt

E2.27

Disputes relating to active participation in races, rallies or similar competitive events or driving at practice facilities with vehicles of all kinds.
e.g. disputes resulting from an accident during a practice run at a practice facility

E2.28

Disputes among persons insured under the same contract, excluding the safeguarding of the legal interests of the actual policyholder.
e.g. disputes among spouses

E2.29

Disputes arising due to the insured person becoming involved in brawls or fights.
e.g. disputes as a result of participating in a fight outside a bar

E2.30

Disputes of the insured person in connection with the commission or attempted commission of crimes and other wilful offences.
e.g. intentionally caused serious injuries

E2.31

Disputes in connection with a vehicle seized or confiscated by a court of law or by the authorities.
e.g. confiscation of the vehicle due to grossly exceeding the speed limit

E2.32

Proceedings before international and supranational courts.
e.g. proceedings before the European Court of Human Rights

E2.33

Disputes with Assista Rechtsschutz AG, its employees and lawyers or experts enlisted.
e.g. dispute with Assista

E2.34

Claims for damages and payment of damages for pain and suffering, criminal or administrative proceedings or other comparable proceedings in connection with the above exclusions.

Supplementary cover options

F1 “Carefree” safety module

Insurance cover

If specified as insured in the insurance policy:

F1.1

Gross negligence

Baloise waives its statutory right of recourse and/or reduction if an event insured is caused by gross negligence.

In the event of “damage to occasionally used motor vehicles belonging to third parties”, waiver of the right to recourse or the right to a reduction does not apply if the driver has caused the insured event with a blood alcohol concentration above the legally permitted per mille level or while under the influence of narcotics.

F1.2

Major claims service

After major claim for damage to home contents / mobile home insured under this contract, the following are covered:

- the organisation and coordination of any work necessary until such time as the work is fully completed
- a lump-sum payout of **CHF 10,000**

A loss is deemed a major claim if indemnity for the insured property amounts to at least 60% of the sum insured under the home contents/mobile home policy.

Coverage excludes

F1.20

- Recourse claims of third parties and
- in the case of legal expenses claims

F2 “Protection” safety module

F2.1 Cyber

Insurance cover

If specified as insured in the insurance policy:

F2.1.1

Credit card misuse

Misuse by a third party of a credit, debit, customer or SIM card belonging or issued to the insured person, provided these cards are exclusively used for private purposes

- cover of the costs for the pursuit of claims against the perpetrators and reimbursement of the losses arising from the card misuse, including reimbursement for the money withdrawn of goods procured at the expense of the insured person

Insured costs per event up to **CHF 20,000**.

F2.1.2

Data misuse

Misuse of data of the insured person in relation to the processing of private financial and online business (e.g. online and mobile banking)

- cover of the costs for the enforcement of claims for data to be deleted or modified on the internet and reimbursement of any pecuniary loss arising from data misuse

Insured costs per event up to **CHF 20,000**.

F2.1.3

Impaired performance associated with purchase and service level agreements concluded online

Non-compliant fulfilment of purchase and service level agreements concluded for private purposes over the internet

- Purchase agreements: non-compliant fulfilment by the seller or a third party enlisted by it and for which it is responsible. Cover lapses when the item ordered reaches the insured person.
- Service level agreements: non-compliant fulfilment by the service provider for which it is responsible

Cover of the costs The maximum indemnity is based on the price paid by the policyholder.

Insured costs per event up to **CHF 20,000**.

F2.1.4

Infection with malware

Infection of an electronic device with malware (e.g. viruses or Trojans), provided the device belongs to an insured person and is used by them for private purposes only

- cover of the costs for the removal of malware and, if necessary, recovery of the operating system. A precondition for recovery of the operating system is a valid licence key

Insured costs per event up to **CHF 20,000**.

F2.1.5**Data loss**

Data loss in the case of privately used data that is lost, damaged or no longer available in the event of a technical defect or damage to an electronic device belonging to the insured person. Subject to the same condition, the insurance also covers losses attributed to data encrypted by ransomware

- cover of the costs for data retrieval or recovery The costs for re-entry of data, however, are excluded

Insured costs per event up to **CHF 20,000**.

F2.1.6**Breach of privacy**

Intentional breach of the privacy of an insured person, provided this was committed with electronic media and is recognisable to a third party (e.g. cyberbullying, identity theft or sexting). Offences committed jointly and continuing offences count as one event.

The costs for the following are covered, provided a psychiatrist recommends them:

- psychological support by a qualified medical doctor or psychotherapist
- relocation to another place of residence within Switzerland or the Principality of Liechtenstein, provided relocation takes place within twelve months of the insured event occurring. The period commences when the offences start

Insured costs per event up to **CHF 3,000**.

If the breach of privacy is the result of data misuse, the costs of enforcing claims for data to be deleted or modified on the internet are also covered up to **CHF 20,000** per event.

Coverage excludes**F2.1.20**

- losses for which the services of the contracting party or third parties may be enlisted to cover them. If it can be demonstrated that the claim against the contracting party or third parties is unenforceable, Baloise will cover the losses in exchange for assignment of the original claim
- losses attributable to card, identification or authentication data being mislaid, falling into the possession of a third party or becoming known to a third party prior to the commencement of this contract
- losses arising from the loss of cash or money that is stored electronically (e.g. stakes placed with an online casino and price fluctuations)
- losses caused by persons living in the same household with the insured person
- claims arising from breaches of privacy in connection with a self-employed activity of the injured party
- expenses for the retrieval of data which is additionally stored on another medium (e.g. backup or installation medium)
- expenses for the retrieval of data with content of relevance under criminal law or of data whose use is not justified
- damage to electronic devices themselves
- payment of blackmail money
- costs for licences and usage rights
- psychological support: Recourse claims of third parties

F2.1.21**Obligations**

In the event of non-compliant fulfilment, a written request must be made for fulfilment in accordance with the contract and/or damages from the seller or third parties as well from the service provider.

If the losses were presumably caused by a criminal offence, the policyholder will need to file a report of a criminal offence at Baloise's request.

F2.2 Card Protection Service

Insurance cover

If specified as insured in the insurance policy:

F2.2

Recording and fiduciary management of the following items reported by insured persons

- credit, debit or customer cards issued in Europe (see the definition in the "General provisions" section) and SIM cards from Swiss providers
- passport and identity card numbers

If items are stolen, lost or missing, Baloise will also provide the following services at the instruction of the insured person:

- forward reports of losses to the institutions we have been notified of in order to block reported cards
- arrange for and provide a repayable advance of up to **CHF 2,000** if the bank or post office does not come up with a solution within 24 hours
- assist in obtaining replacement passports and identity cards
- cover the costs for blocking cards we have been notified of
- cover the costs for replacement cards
- cover for the costs for the issue of a new passport and/or new identity card including emergency documentation following a theft

F2.2.1

The benefits are provided under the following conditions: the data required to record and update the information for each insured person must be submitted.

Coverage excludes**F2.2.20**

- Pecuniary losses due to the loss of credit, debit, customer or SIM cards
- Costs of replacing mobile phones and SIM cards
- Consequential damage due to incorrect or incomplete provision of the details of credit, debit and customer cards or passports and identity cards

F3 Assistance

Insurance cover

If specified as insured in the insurance policy:

F3

Home Assistance

The insurance covers arranging for specialists and the assumption of costs in the event of problems or emergency situations that require the taking of immediate measures.

A precondition for indemnity is that an insured person calls Baloise first on 00800 24 800 800 and that the organisation of services is undertaken by Baloise.

The insurance covers the following services:

- locksmith service in the event of loss of or damage to keys and codes or cards for electronic access and other similar systems, defects involving locks to entrance doors, garage doors or balcony doors where these can no longer be locked or unlocked or if an insured person has locked himself/herself in or out
- locksmith service if an insured person is not in a position (as a result of illness, accident, unconsciousness or death) to open entrance doors from the inside
- repairs in the case of defective sanitary facilities
- repairs to defective heating, air conditioning and ventilation systems as well as the supply of any emergency equipment
- pipe cleaning service for blocked pipes
- guard and security service if provisional locking of the apartment or building/mobile home is no longer possible
- removal of wasp, hornet or bee nests located in rooms lived in by the insured persons (incl. balconies, terraces, basement rooms, floors and exterior facades)

Coverage excludes

F3.20

- costs for the final remedying of damage if this cannot be achieved within the scope of the emergency assistance organised
- purchase of new devices and equipment
- heating outage as a result of a lack of fuel

G General provisions

Disaster events

G1

Unless otherwise agreed, there is no insurance cover for losses arising from the following

- acts of war
- violations of neutrality
- revolutions
- rebellions
- riots
- civil unrest (violence against persons or property committed in the context of unlawful assembly, riots or disturbances) and measures taken to counter such unrest
- earthquakes (tremors triggered by tectonic processes within the Earth's crust)
- volcanic eruptions
- water from reservoirs or other artificial bodies of water, regardless of the cause
- changes in the structure of the atomic nucleus, regardless of the cause unless the policyholder proves that the losses are unrelated to these events

Insured persons

G2

Home contents insurance/"Carefree" safety module/Assistance

The policyholder and persons living with the policyholder in the same household.

G3

Liability insurance/Travel insurance/Legal expenses insurance/"Protection" safety module

Depending on what has been agreed, insurance covers the policyholder and persons living with the policyholder in the same household (family insurance) or the policyholder alone (individual insurance).

The insurance also covers minors living temporarily with the policyholder in the same household, e.g. during the holidays.

G4

Liability insurance/Travel insurance/Legal expenses insurance/"Protection" safety module

An individual policy only covers the policyholder. Insurance cover also applies to other persons for 120 days from the time they start living in the same household as the policyholder (date of registration at the Residents' Registration Office), provided an application for a family insurance policy is submitted to Baloise during this period.

G5

Personal liability

The insurance also covers the liability of a person taking temporary care of the policyholder's pets and children.

It also covers the liability of the policyholder's domestic employees.

G6**Hunting liability**

The insurance covers the policyholder and persons living with him/her in the same household, provided they are listed by name in the insurance policy.

Geographical scope**G7****Home contents insurance**

The insurance covers the insured locations specified in the insurance policy (glass breakage coverage only applies to the rooms in which the insured home contents are located) and any other locations worldwide, provided the home contents are temporarily located at these external locations for up to a maximum of 24 months. Natural hazard damage to home contents that are located outside of Switzerland and the Principality of Liechtenstein is insured under the terms of the contractual natural hazard insurance. The latter is not subject to the provisions of the Insurance Supervision Ordinance (AVO) on natural hazard insurance.

Mobile home

The insurance covers the insured location specified in the insurance policy.

G8**Liability insurance**

The insurance covers losses and loss prevention measures anywhere in the world, except for hunting liability insurance in France.

Property owner's liability insurance only covers buildings/mobile homes located in Switzerland and the Principality of Liechtenstein.

G9**“Life” travel insurance**

The insurance covers loss events worldwide.

G10**“Drive” travel insurance****Vehicle Assistance**

The insurance covers loss events in Switzerland and Europe (see definition below).

Hire vehicle/Waiver of deductible

The insurance covers loss events worldwide.

G11**Legal expenses insurance**

The cover applies in Switzerland and the Principality of Liechtenstein and, where specifically stated, in Europe (see definition below) or worldwide, provided the place of jurisdiction is in the relevant countries, the law of these countries is applicable and any corresponding ruling is enforceable there.

G12**Definition of Europe**

The territory of Europe includes:

Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Greenland, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan (as far the Urals), Kosovo, Latvia, Lebanon, Libya, Principality of Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Russia (as far as the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Syria, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland, Ukraine and Vatican City.

The cover in Europe does not extend to overseas territories or overseas departments of European countries.

G13**“Carefree” safety module****Gross negligence**

The insurance covers loss events worldwide.

Major claims service

The insurance covers loss events at the insured locations specified in the insurance policy.

G14**“Protection” safety module**

The insurance covers loss events worldwide.

G15**Assistance**

The insurance covers loss events at the insured locations specified in the insurance policy.

Period of validity**G16****Home contents insurance/Travel insurance/Supplementary cover**

The insurance covers claims that occur during the term of the contract.

G17**Liability insurance**

The insurance covers losses and loss prevention costs that are caused during the term of the contract.

G18**Legal expenses insurance**

Coverage is provided for legal cases that are triggered by an event that occurs during the period of validity of the contract and which is reported to Assista during this period.

The applicable date is:

- under the law of damages
 - the date of the event causing the losses
- under insurance law
 - the date of the event triggering the claim for benefits under the insurance, with the date of the accident counting in particular as the triggering event for benefits relating to personal injury as the result of an accident; as regards benefits associated with illness, the onset of incapacity for work counts as the triggering event
- under contract law
 - the date of the first alleged or actual breach of a contractual obligation
- under criminal law
 - the date of the alleged or actual violation of a statutory provision
- under the law of persons, family law, inheritance law
 - the date of the event that requires information to be provided
- under the law concerning the respective interests of neighbours, public law and property law
 - the date the insured person or a third party has, or is alleged to have, first breached a legal obligation, thereby triggering safeguarding of the insured person's interests

Automatic adjustment of the sum insured and of the premiums

G19

Home contents insurance

The sum insured for home contents/mobile home is adjusted annually on the due date of the premium in accordance with the Swiss consumer price index (as at 30 September). In such a case, the premium will also be adjusted accordingly. However, there is no right to termination in this case.

Adjustment of tariff rates, deductibles and indemnity limits

G20

Baloise can adjust the premiums and deductibles at the start of a new insurance year and can adjust indemnity limits in the case of natural hazards. It must notify the policyholder of this change no later than 30 days prior to the end of the current insurance year.

G21

If the policyholder does not agree with the change, they may terminate the affected part of the contract or the entire contract. A notice of termination is deemed valid if it is received by Baloise no later than the last day of the current insurance year.

Legal disputes

G22

Legal expenses insurance

In the case of disputes relating to claims adjustment, any actions need to be addressed to:

Assista Rechtsschutz AG
Ch. de Blandonnet 4
1214 Vernier/Genève

G23

Other types of insurance and supplementary cover

In the case of disputes relating to the insurance contract, any actions need to be addressed to:

Baloise Insurance Ltd
Aeschengraben 21
P.O. Box
4002 Basel

Change of residence

G24

If the insured person changes residence within Switzerland or the Principality of Liechtenstein, the insurance will also apply during the move and at the new location.

The insurance lapses with immediate effect if the insured person moves abroad.

Commencement and duration of the insurance

G25

The insurance commences on the date specified in the insurance policy.

The contract is concluded for the term specified in the insurance policy. If neither of the contractual parties receives notice of termination at the latest three months before expiry, then the contract will be tacitly renewed for one year.

Duty of disclosure

G26

If the policyholder breaches the pre-contractual duty of disclosure, Baloise is entitled to terminate the contract by written notice.

The right to terminate expires four weeks after Baloise is made aware of the breach. The notice of termination shall take effect upon receipt by the policyholder.

G27

If Baloise terminates the contract, then it shall no longer be liable to pay indemnity for losses that have already occurred, whose occurrence or scope

- has been influenced by a significant risk factor, notification of which was incorrectly provided or not provided at all
- can be traced back to a risk about which Baloise was unable to get a clear understanding due to the breach of the duty of disclosure

Duty of care

G28

The insured persons are obligated to observe a duty of care and must take the measures that are appropriate under the circumstances in order to protect the insured property against the insured risks.

Increase or reduction in risk

G29

Any change in a circumstance whose scope was defined in the contract by the parties and that is significant for the risk assessment must be reported to Baloise immediately in writing.

G30

In the event of an increase in risk, Baloise may adjust the premium for the remaining term of the contract within 30 days of receipt of the notice or may terminate the contract with 30 days' notice. The same right of termination is granted to a policyholder who does not agree to the increase in premiums. In both cases, Baloise is entitled to receive the premium adjusted to the appropriate rate from the date of the increase in risk until the expiry of the contract.

G31

In the case of a decrease in risk, the premium shall be reduced to the extent to which the previous premium exceeds the tariff premium for the corresponding reduced risk.

Fees

G32

Any additional administrative expenses incurred by the policyholder must be paid for by the policyholder. Baloise can also charge a flat rate (fee) for such expenses (schedule of fees available at www.baloise.ch).

G33

In the event that payment is not made by the due date, the provisions of the Federal Law on Insurance Contracts (VVG) on premium payment arrears apply, according to which the insurance cover is suspended upon expiry of a reminder period.

H In the event of a claim

Emergency measures

H1

Notification

In the event of claim, Baloise must be notified immediately on 00800 24 800 800 or on +41 58 285 28 28 if there are difficulties obtaining a connection from outside Switzerland

- In the event of theft, the police must be notified immediately
- If luggage is lost or damaged, the cause and extent of the loss or damage must be certified by the carrier or tour operator.
- Baloise must be informed immediately if stolen or missing property is recovered or if the insured person receives news about the property

H2

Loss mitigation obligation

During and after the loss event, steps must be taken to ensure the preservation and recovery of the insured property and the mitigation of the loss. Any instructions given by Baloise must be followed.

H3

Prohibition of alterations

- No changes may be made to the damaged items that could complicate or impede efforts to determine the cause or the amount of the loss
- This excludes measures undertaken to mitigate the loss or that are in the public interest

Ascertainment of loss/loss adjustment

Liability insurance

H4

Baloise conducts binding negotiations with the injured party as the representative of the insured person.

H5

Insured persons are not permitted to conduct negotiations directly with the injured party or his/her representative concerning claims for damages, issue any acknowledgement of liability or a claim, conclude a compromise settlement or pay damages if Baloise has not given its approval thereto.

H6

If no agreement can be reached with the injured party and the legal route is taken, the insured persons must allow Baloise to lead the civil proceedings.

H7

Insured persons are not entitled to assign claims under this insurance contract to injured or third parties, before all the details have been finally established (in terms of liability, cover or the amount involved), without the consent of Baloise.

H8

Insured persons shall support Baloise in the handling of claims within the means at their disposal.

H9

Deductible

In the event of tenant damage or on moving out of the rented property, the deductible is only applied once, even if there have been several instances of damage during the term of the tenancy.

“Life” travel insurance

H10

Cancellation costs

The insured person must provide Baloise with suitable power of attorney to clarify anything that needs to be clarified. The following documents may have to be submitted to Baloise

- confirmation of bookings
- medical certificates with diagnosis (to be issued by a specialist psychiatrist or psychotherapist in the case of psychological disorders)
- veterinary certificates with diagnosis
- official certificates
- original receipts/invoices for the insured costs
- original flight/travel tickets
- termination letters
- mobilisation order by the Swiss army, civil service or civil defence service
- written confirmation by the employer upon someone taking up a position of employment

H11

Travel Assistance

Upon receiving an emergency call, Baloise takes all the necessary steps, particularly in terms of facilitating the required contact between Baloise's emergency doctors, the local treating physician and, if necessary, the insured person's family doctor, with a view to initiating the necessary measures. The medical assessment of the type and severity of the medical condition is performed exclusively by the responsible Baloise physicians. They decide what assistance measures to perform in accordance with D1.2.2.

H12

The insured person must provide Baloise Customer Service with the documents required to assess the obligation to pay indemnity and release any medical professionals who treated or examined him/her from their duty of confidentiality.

H13

“Drive” travel insurance

Hire vehicle/Waiver of deductible

The necessary documentation must be submitted in order to substantiate a claim for indemnity (rental agreement, record of receipt and acceptance and invoice from the rental company).

Legal expenses insurance

H14

Claims are handled by the legal team of:

Assista Rechtsschutz AG

Ch. de Blandonnet 4

1214 Vernier/Genève

H15

Assista

- determines the course of action (decision on whether to enlist a lawyer, what procedure to follow, etc.)
- conducts the negotiations
- is authorised to represent the insured person

H16

Processing

Assista provides the insured person with guidance regarding his/her rights and initiates all necessary measures for the purpose of defending his/her interests. The insured person provides Assista with all necessary information and powers of attorney and provides it with all avail-

able documentation and evidence. For as long as negotiations are being conducted by Assista, the insured person refrains from any intervention. He/she will not issue any mandate, initiate any legal proceedings or conclude any settlements.

H17

Difference of opinion

In the event of a difference of opinion between the insured person and Assista regarding the prospects of success or regarding the measures to deal with a case that is covered, Assista will justify its legal opinion immediately in writing and inform the insured person of his/her right to initiate arbitration proceedings within 90 days of receiving the letter, with the insured person himself/herself being responsible from this time for observing any deadlines applicable to the measures required. If they do initiate arbitration proceedings within this period, this option will be deemed to have been waived. The costs of these arbitration proceedings will be shared equally in advance between the parties, before ultimately being charged to the unsuccessful party.

If a party fails to make advance payment of costs, they thereby accept the legal opinion of the opposing party.

The insured person and Assista appoint one sole arbitrator by mutual agreement. This arbitrator reaches a decision, based on an exchange of submissions, and orders the parties to pay the costs of arbitration depending on who prevails.

If they cannot agree on the appointment of the sole arbitrator, the provisions of Swiss Civil Procedure Code will apply. If the insured person initiates proceedings at their own cost, in the event of an obligation to pay indemnity being rejected, and secures a ruling which is more favourable to him/her than the solution justified in writing by Assista or than the result of arbitration proceedings, Assista will cover the necessary costs within the scope of the Terms and Conditions.

H18

Enlisting the services of lawyers

On request, the insured person may, subject to Assista's approval, freely choose and commission a lawyer licensed to practice locally if the involvement of a lawyer is necessary to safeguard his/her interests at the time.

If an instruction has been issued to a lawyer, legal action has been initiated or an appeal has been filed before Assista has given its consent for this, Assista may refuse to cover the full costs.

The insured person is obliged to release the lawyer, for the purposes of dealings with Assista, from the latter's duty of confidentiality. The insured person authorises the lawyer to report developments regarding the case to Assista and to provide Assista with all important documents.

If the insured event occurs abroad, Assista will check and decide whether the services of a lawyer need to be enlisted abroad or in Switzerland. If it proves necessary to enlist the services of a lawyer abroad, the insured person and Assista will agree on the choice of lawyer. If an action needs to be brought in relation to civil claims, Assista reserves the right to decide the place of jurisdiction.

H19

Indemnification of litigation and other costs

Any indemnities awarded to the insured person and any legal fees accrue to Assista.

Supplementary cover options

H20

"Protection" safety module

Cyber insurance

In the case of losses, for which claims may be made for indemnity under other contracts, such claims must be asserted in writing against the third party. If the losses were presumably caused by a criminal offence, the policyholder will need to file a report of a criminal offence at Baloise's request.

Card Protection Service

In order for the costs to be covered for the issue of a new passport and/or new identity card, incl. emergency documentation, the theft must be reported to police and a police report must be made available.

Other types of insurance

H21

Obligation to disclose

- Baloise must be provided with all information about the cause, extent and specific circumstances of the loss/damage and permitted to carry out any necessary investigations
- On request, a list must be issued to Baloise of the items present before and after the damage and of the items affected by the damage along with details of their value

H22

Burden of proof

- Evidence of the amount of the loss must be provided in the form, for example, of original receipts and supporting documents
- The sum insured does not constitute proof of the existence or value of the insured property at the time the loss occurs

H23

Loss assessment

The loss will be assessed either by the parties themselves, by a mutually appointed expert or via a loss adjustment process ("expert procedure").

Baloise is not under obligation to accept rescued or damaged property.

The eligible claimant must return the indemnity amount for subsequently recovered items, less any payment to reflect reduced value, or make the items available to Baloise.

Home contents insurance

Loss adjustment process

H24

Any party may request that the loss adjustment process is carried out by experts. The parties shall each appoint an expert; these experts appoint an arbitrator before the start of the loss assessment.

The experts determine the value of the insured property immediately before and after the loss event. If the estimated values differ, the arbitrator decides on the contentious issues within the boundaries of the two estimates. The estimated values that the experts decide on within their area of responsibility are binding unless it is proven that they clearly differ significantly from the actual state of affairs. The party that asserts such a deviation in values is under obligation to provide justifying evidence. Each party shall bear the costs of its expert; the costs of the arbitrator are shared equally by the parties.

H25

Deductible

If a deductible has been agreed, this will be deducted from any indemnity for each claim.

Reduction of the indemnity

Underinsurance

H26

Indemnity is limited by the sum insured, taking into account, as necessary, any change in the sum insured where automatic adjustment of the sum insured has been agreed.

If the sum insured is less than the replacement value (i.e. underinsurance), indemnity for the loss will only be provided in the ratio of the sum insured to the replacement value.

Calculation of underinsurance is waived in the case of losses up to CHF 5,000. This does not apply to natural hazard losses.

In the case of insurance on a first-loss basis, indemnity is provided for the loss up to the amount of the agreed sum insured without a calculation of the underinsurance.

H27

Violation of obligations

In the event of a culpable violation of statutory or contractual stipulations or obligations, the indemnity may be reduced to the extent that the violation influenced the occurrence, scale or verifiability of the loss or damage, unless the policyholder proves that the behaviour has not influenced the occurrence, scale or verifiability of the loss.

If an insured person fails to eliminate a dangerous circumstance that could lead to a liability claim at the request of Baloise, then Baloise is under no duty to indemnify the insured person unless the losses would still have occurred had the obligation been complied with.

Indemnity limit for natural hazard losses pursuant to the provisions of the Insurance Supervision Ordinance (AVO) on natural hazard insurance

H28

The following indemnity limits apply, for which indemnity for losses involving chattels and buildings cannot be combined:

- if the indemnity claims arising from one insured event, as ascertained for all the companies approved for business operations in Switzerland, exceed CHF 25 million for a single policyholder, then the total is reduced to this amount. The right is reserved to make a further reduction, pursuant to what is stated immediately below
- If the indemnity claims arising from one insured event, as ascertained for all the companies approved for business operations in Switzerland, exceed 1 CHF billion, then the indemnity payable to the individual eligible claimants is reduced so the total no longer exceeds this amount

Claims for loss or damage events separated in time and space constitute a single event if they are caused by the same atmospheric or tectonic cause.

A pre-condition for cover of a loss event is that the insurance policy was in force at the time the event began.