

# BaloiseDirect Motor Vehicle

## Product Information and Terms and Conditions

2018 edition

### Translation

In case of dispute, the original German, French or Italian text shall be 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 start from page 5

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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 exclusively governed by your insurance policy and the Terms and Conditions (T&C).

Your insurance contract is governed by Swiss law, in particular, the Swiss 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.

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## Making your journey safer.

For example, with:

- Telephone service 00800 24 800 800 offering you 24-hour assistance in the event of an emergency or claim
  - Replacement of the vehicle at the value as new in the case of a total loss
  - Selected partner companies offering a professional claims service, including exclusive additional services
  - Bonus credit for a one-day, voluntary driver safety training
  - "Carefree" safety module for cover in the event of gross negligence
  - "Own damage" safety module for damage to personal effects, buildings and motor vehicles
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## 1. Your contracting party

Your contracting party is Baloise Insurance Ltd, hereinafter referred to as "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](http://www.baloise.ch)

## 2. Scope of insurance cover

In the following section, we provide you with information about 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 policy.

The following benefits can be included under the cover:

- **Compulsory liability insurance**

Baloise covers damage to property (e.g. vehicles) of third parties and injury to persons caused with your vehicle by you as the vehicle keeper or driver, or by a person for whom you are responsible. We cover the costs of justly asserted claims and defend you against unjustly asserted liability claims.
- **Comprehensive insurance**
  - > **Collision insurance**

Damage from collision or scratching of the vehicle (part comprehensive insurance + collision insurance = fully comprehensive insurance).
  - > **Part comprehensive insurance**

We indemnify you for damage to the insured vehicle caused by fire, natural hazards, vandalism, marking or spraying, glass breakage, marten bites, collisions with animals, theft, earthquakes and volcanic eruptions. If necessary, we will also bear the cost of salvaging the vehicle in these cases.
- **Supplementary cover**
  - > **Damage while parked**

Damage caused to your parked car by persons unknown.
  - > **Headlights**

Damage to headlights, tail lights and indicator lights.
  - > **Personal effects carried in the vehicle**

Damage to personal effects carried with you in the vehicle or on the motorcycle.
  - > **Safety clothing for motorcyclists**

Damage to helmets, protective suits and combination clothing, including protectors, boots and gloves.
  - > **"Own damage" safety module**

Damage to your own personal property, buildings or motor vehicles caused with your vehicle by you as the vehicle keeper or by a person who lives with you in the same household.
  - > **"Carefree" safety module**
    - **Gross negligence:** Baloise waives its statutory right of recourse and/or reduction if the insured event is caused by gross negligence.

Baloise will not waive the right to recourse or the right to a reduction if the incident was caused by the driver while under the influence of alcohol or otherwise unfit to drive or while excessively speeding (racing). In such cases, payments will also not be made for psychological support or driver safety training.
    - **Damage to clothing and vehicle cleaning**
    - **Costs for replacing keys and changing locks**
    - **Psychological care after a serious traffic accident**

### 3 Product Information

- Assumption of costs for driver safety training or driving lessons following a serious traffic accident

#### > Assistance

Roadside breakdown assistance and towing of the insured vehicle, organisation and payment of the costs for the driver and all passengers to travel home, for any necessary overnight stays and for the return transport of the unroadworthy vehicle.

#### → Passenger accident

The occupants of the vehicle are insured in the event of an accident, as defined under the Federal Act on the General Aspects of Social Security Law (ATSG), while using the vehicle.

**The insurance cover only applies to the use of the vehicle in a legally permissible manner approved by the competent authorities.**

### 3. Period of validity and geographical scope

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

The insurance cover is valid in Europe and the Mediterranean littoral countries, excluding Kosovo, the Russian Federation, Georgia, Armenia, Azerbaijan and Kazakhstan. If the vehicle is transported by sea, then the insurance cover remains in effect provided the departure and destination points are both within this territory.

### 4. Commencement of insurance cover

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

### 5. Duration of insurance cover

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

### 6. Premium and deductibles

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

For the third-party liability and collision insurance modules, the premium depends on your claims history (bonus-malus system). For details, please see the Terms and Conditions.

The contracting parties waive their right to demand payment of outstanding premium balances of under CHF 5.

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.

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

### 7. Payment arrears and non-payment penalties

If the premium, a processing fee or a deductible is not paid after a written reminder, Baloise will give you a 14-day grace period. If no action is taken by the end of the grace period, your insurance cover will be suspended (interruption of cover). If your insurance contract includes the liability module, we are required to inform the Vehicle Licensing Office responsible, which will result in a confiscation of your licence plates.

Insurance cover can be reinstated upon full payment of the outstanding premiums, deductibles 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. If the suspension of cover was reported to the Vehicle Licensing Office, then you will need a new insurance certificate.

The insurance contract expires two months after the 14-day grace period stipulated in the reminder notice 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 a significant increase or decrease of the risk.

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 are unable to get a connection.

The claims notification can also be submitted via the my.baloise.ch customer portal.

Please notify the police immediately in the case of theft, or if persons or wild animals are injured or killed in a traffic accident. In the case of all other traffic accidents, you must first notify the person who has sustained damage and, only if this is not possible, the police. In cases where it is not necessary to involve the police, we recommend completing the blue European accident report together with the other party to the accident. The form is available free of charge from Customer Service or via the my.baloise.ch customer portal.

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 minimisation 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 evidence of the cost of the damage (e.g. receipts and supporting documents).

If you culpably violate any of these obligations, Baloise can 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 (reckless disregard for your safety or the safety of others) or, under the liability insurance, seek recourse against the party that caused the loss.

### 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 for termination	Termination date
Both contracting parties	End of the minimum term stipulated in the insurance contract	3 months	On expiry of the policy
	Claim for which Baloise has paid benefits	<b>Insurer:</b> No later than the insurance payment  <b>Policyholder:</b> No later than 14 days after learning of the insurance payment	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	Before the amendments take effect	Date on which the amendments take effect
	Increase in premium due to significant increase of 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 of disclosure under Art. 3 VVG	4 weeks after learning of the breach, or no later than 1 year after the conclusion of the contract	On receipt of the notice of termination
Insurer	Breach of the pre-contractual obligation to provide information	4 weeks after learning of the breach	On receipt of the notice of termination
	Significant increase in the risk	30 days after receipt of the notice regarding the increase in the risk	30 days after receipt of the notice of termination
	Insurance fraud	None	On receipt of the notice of termination

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

Grounds for termination	Termination date
Foreign licence plates are fitted to the insured vehicle	Date of depositing of the licence plates
The policyholder takes residence or moves the physical address of the vehicle abroad (excluding the Principality of Liechtenstein)	End of the insurance year
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:** Your insurance application contains a consent clause 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 notification. If necessary, we will consult with third parties (e.g. previous insurers, automobile repair workshops or the Vehicle Licensing Office).

Finally, we also process your data in connection with product optimisation 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.

**Insurance fraud:** To combat fraud in the field of motor insurance, we – like most other insurance companies – provide SVV Solution AG, a subsidiary of the Swiss Insurance Association (SVV), with vehicle-related claims data that are recorded in the “CarClaims-Info” database. Through the use of “CarClaims-Info” it is possible to check whether a registered vehicle claim has already been paid out by another insurance company. If there are grounds for suspecting fraud, then the companies may share the relevant data (e.g. vehicle expertise, indemnification agreement). Compliance with the Data Protection Act is assured at all times.

**Agents** may receive the information they need for servicing and advising customers from the data we have collected on you. Agents are bound by law and contract to observe their special duty of secrecy and the provisions of the Data Protection Act. Independent brokers may only access this data if they have been authorised to do so by the customer.

**Right of access and rectification:** The Data Protection Act 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. Electronic processing of insurance transactions

If contractually agreed, insurance transactions are processed electronically and the contracting parties dispense with paper documents. On concluding the insurance contract, policyholders automatically receive access to the my.baloise.ch online customer portal, where they can view their personal data and insurance documents at any time.

### 13. 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  
complaint@baloise.ch

The following impartial arbitrator is also available to assist you:

Stiftung Ombudsman der Privatversicherung und der Suva  
In Gassen 14, P.O. Box 2646  
8022 Zürich  
www.versicherungsombudsman.ch

# Terms and Conditions

## Liability insurance

### For damage you cause to others

#### Insurance cover

Depending on the terms agreed in the insurance policy, the following are insured:

##### H1

#### Insured events

Potential liability claims arising under road traffic law.

##### H2

#### Insured benefits

##### H2.1

Payment of justified liability claims and the defence of unjustified liability claims asserted against the policyholder.

##### H2.2

Cover is limited to CHF 100 million per claim. For insured events in countries within the geographical scope of cover where higher sums insured are prescribed, the statutory minimum sum insured prescribed in those countries applies. Benefits for damage resulting from fire, explosion or nuclear energy are limited to CHF 10 million per claim, including claims expenses, interest on damages, lawyers' fees, court fees and expert witness costs.

##### H3

#### Insured persons

The vehicle keeper, driver and persons for whom the keeper is responsible under road traffic law.

##### H4

#### Subsidiary cover for hire vehicles

##### H4.1

Within the scope of the other provisions of this contract, insurance cover is provided for liability claims against the policyholder and any life partner living in the same household in the capacity of driver of a hired vehicle.

##### H4.2

This cover applies only if the following conditions are met:

- The insurance applies exclusively as a supplement to existing compulsory liability insurance for the hired vehicle.
- The policyholder is a natural person.
- The hired vehicle is of the same vehicle category as that insured under the present contract.
- The hire agreement was concluded in a country within the geographical scope stipulated under A1 and the hired vehicle is officially licensed for road use in that country.

#### Coverage excludes:

##### H5

#### Excluded claims for damage to property asserted:

##### H5.1

- of the vehicle keeper against persons for whom he is responsible;

##### H5.2

- of the vehicle keeper's spouse, registered partner, family relatives (forebears and descendants) and siblings living with the vehicle keeper in the same household against the vehicle keeper;

##### H5.3

- to the vehicle itself, trailers and property carried therein (excluding luggage).

##### H6

#### Excluded uses

The insurance does not cover claims by injured parties arising from

##### H6.1

- the use of the vehicle in a manner or for a purpose that is not permitted under applicable road traffic law

##### H6.2

- the use of the vehicle without the necessary official authorisations

##### H6.3

- the transportation of dangerous cargoes as defined by the Swiss Road Traffic Act

##### H6.4

- the private or commercial hiring out of the vehicle on a self-drive basis (rental vehicles) in return for payment. This does not apply to a vehicle made available by a garage business in return for payment, if, and for as long as, the garage is servicing or making repairs to the vehicle of the person taking on the rented car

##### H6.5

- private or commercial passenger transport requiring a permit

##### H6.6

- accidents occurring during races, rallies and other similar competitive events, as well as those resulting from any driving on racetracks. However, for events of this kind in Switzerland and the Principality of Liechtenstein, third-party claims as defined by Art. 72 (4) of the Road Traffic Act are only excluded if the legally required insurance exists for the event in question.

##### H6.7

- driving courses (e.g. skid control courses, sports driving courses, etc.) on racetracks and training tracks, with the exception of driving courses in Switzerland recommended by the Swiss Road Safety Council.

##### H7

#### Other exclusions

##### H7.1

Claims arising from damage caused during the deliberate perpetration of an offence or crime.

##### H7.2

If the same driver causes several accidents resulting from driving while under the influence of alcohol, in an unfit state for driving or at excessive speed, this driver will not be covered under the present contract as of the second accident. Driving while under the influence of alcohol is defined as having a breath alcohol concentration of more than 0,25 mg/l or a blood alcohol concentration of more than 0,5 mg/ml and excessive speed is defined in accordance with Art. 90 (4) of the Swiss Road Traffic Act.

##### H8

No benefits are payable under the subsidiary cover for hired cars:

##### H8.1

- if there is no compulsory liability insurance in force for the hired vehicle and no benefits are payable under such insurance, or if the lia-

bility insurer is entitled to reclaim benefits paid to a person insured under the present contract

#### H8.2

→ if, in addition to the compulsory liability insurance covering the hired vehicle, liability for the same claim exists under another liability insurance policy

#### H8.3

→ for damage to the hired vehicle and items of property transported therein (incl. luggage)

#### H8.4

→ for assumption of the deductible stipulated in the compulsory liability policy for the hired vehicle.

## Comprehensive insurance

### For damage to your own vehicle

#### Insurance cover

Depending on the terms agreed in the insurance policy, the following are insured:

#### Collision insurance

##### KK1

#### Insured events

Damage to the insured motor vehicle as a result of (exhaustive listing):

##### KK1.1

→ collision (a sudden, violent external impact)

##### KK1.2

→ scratching of the vehicle.

#### Part comprehensive insurance

##### TK1

#### Insured events

Damage to the insured motor vehicle as a result of (exhaustive listing):

##### TK1.1

→ loss, destruction of or damage to the vehicle as a result of theft, use without permission, robbery or misappropriation under criminal law, other than as a result of grossly negligent actions or omissions (in particular, failure to lock the vehicle, leaving the key in the ignition, failure to activate a theft alarm system or immobiliser, or similar, if present in the vehicle)

##### TK1.2

→ fire, lightning, explosion or short circuit. Damage to electronic devices and components is covered only if the cause is not attributable to an internal defect

##### TK1.3

→ natural hazards, i.e. the direct effects of falling rocks, landslides, avalanches, snow pressure and sliding snow, gales (winds of 75 km per hour or more), hail, high water levels and flooding

##### TK1.4

→ breakage of the windscreen, side or rear windows or the glass of a sunroof, and the panes of the sliding or pop-up roof provided that

the item is repaired. Materials that are used as a replacement for the glass are also insured

##### TK1.5

→ collision with animals

##### TK1.6

→ marten bites, incl. consequential damage

##### TK1.7

→ vandalism, incl. breaking off of aerials, rear-view mirrors, windscreen wipers or ornaments, puncturing of tyres, pouring of harmful substances into the fuel tank, and slashing of convertible soft tops, and marking or spraying of the vehicle with paint or other substances

##### TK1.8

→ rendering aid to accident victims.

##### TK1.9

→ Destruction, damage or loss of the insured vehicle as a result of

- > 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.
- > Volcanic eruptions: Ascent and escape of magma associated with ash clouds, ash fall, pyroclastic or lava flow

Event definition: All earthquakes and volcanic eruptions that occur within 168 hours of the first tremor or eruption are deemed the same loss event. The policy covers all loss events that commence within the contractual term.

##### K1

#### Provisional cover

If Baloise issues a certificate of insurance for a newly registered vehicle, provisional part comprehensive and collision cover is provided from the date of application. Cover ends on the date of application for insurance cover with Baloise, however, at the latest 30 days after registration of the vehicle. Provisional cover is provided under the vehicle collision insurance contract until the vehicle's seventh year of service. The indemnity is based on the current value but is limited to a maximum of CHF 120,000 for passenger and delivery vehicles and CHF 20,000 for motorcycles. The deductible for damage under the collision insurance is CHF 1,000.

##### K2

#### Insured property and insured persons

##### K2.1

The insured vehicle and additional equipment (not included in the list price) is covered up to the amount stipulated in the insurance contract.

##### K2.2

In the event of the theft of wheels (tyres and wheel rims) not attached to the vehicle, these are insured for their current market value. If the purchase price of the wheels cannot be proven by means of original receipts, the compensation is limited to a maximum of CHF 1,000 per claim.

##### K2.3

The authorised driver is deemed a co-insured person.

##### K3

#### Insured benefits

##### K3.1

#### Repairs

The insurance covers the costs for repairs carried out due to damage (the repair costs shall reflect the vehicle's current value) and the costs for recovering the vehicle and towing it to a nearby garage.

Repairs may only be commissioned with the consent of Baloise. The type of repairs and costs involved are determined by Baloise, taking into consideration the age, current mileage and condition of the vehicle.

If the repair method or cost estimate cannot be agreed with the company instructed by the policyholder, Baloise reserves the right to choose a different qualified repair workshop.

If the policyholder is unwilling to have the repairs performed in the workshop proposed by Baloise, then Baloise will provide indemnification for the amount of the repair costs estimated by its vehicle expert. This remains subject to K6.2.

The policyholder is entitled to have the amount calculated by Baloise paid out to him or her and can select the repair workshop. This remains subject to K6.2.

#### K3.2

##### Total loss

A total loss is deemed to have occurred if the repair costs exceed the current value (K3.4) or 80% of the current value during the first two years of service. A total loss is also deemed to have occurred if the vehicle is stolen and not recovered within 30 days. In the event of hail damage, Baloise can insist on repairs being carried out.

#### K3.3

##### Indemnification in the case of a total loss

If the current value supplement is insured, the purchase price paid will be indemnified during the first two years of service; if the new value is insured, the purchase price paid will be indemnified during the first seven years of service. Thereafter, additional indemnity above the current value is paid pursuant to K3.5. After the 15th year of service, the indemnity is limited to the current value. The value of the unrepaired vehicle (scrap value) is deducted from the indemnified amount.

#### K3.4

##### Calculating the current value indemnity

The current value of the vehicle is the value of the vehicle (vehicle and additional equipment) at the time of the loss event according to the appraisal guidelines of the Swiss Association of Independent Automobile Experts. Indemnification is limited to the actual purchase price paid (plus costs of importation and technical modifications in the case of self-imported vehicles).

#### K3.5

##### Calculation of the current value supplement indemnity and the replacement at the value as new

If the insurance contract includes current value supplement insurance or insurance of the price as new, the indemnity payable as a % of the list price (at the time of manufacture) amounts to:

Year of service	Indemnity	Replacement at the value as new
1st	100%	100%
2nd	100%	100%
3rd to 7th	Current value + 20%	100%
8th to 14th	Current value + 10%	Current value + 10%
From the 15th	Current value	Current value

The maximum amount paid out is equal to the actual purchase price paid. If no evidence of the purchase price can be provided, then the indemnity will be limited to the current value (K3.4) as a maximum.

#### K4

##### Additional services at partner companies

If, in the event of a claim, a passenger or delivery vehicle (hereinafter "vehicle") is repaired by a Baloise partner, Baloise will provide the following additional benefits:

#### K4.1

→ collection and delivery service;

#### K4.2

→ a warranty that the repairs are without technical fault;

#### K4.3

→ loan of a courtesy vehicle while the vehicle is being repaired (passenger vehicle or delivery vehicle);

#### K4.4

→ cleaning of the vehicle;

#### K4.5

→ reduction of the deductible by the amount agreed in the insurance contract;

#### K4.6

→ glass damage: The deductible will not be applied if a damaged windshield is repaired rather than replaced.

#### K4.7

These additional benefits are only provided if Baloise Customer Service was notified in the event of a claim and arranged the above services through a Baloise partner, and provided that there is no maintenance and service contract with a leasing company (full service leasing) for the vehicle concerned.

#### Coverage excludes:

#### K5.1

Damage to the vehicle while it is being used for one of the excluded uses specified under H6 – H6.7. H7.1 and H7.2 apply analogously to damage to the vehicle. However, under the comprehensive insurance, H7.2 applies to the policyholder only. If an uninsured accident as defined in H7.2 is caused by another driver, Baloise provides the full benefits to the policyholder, but in derogation of K2.3, is entitled to recover this from the driver who caused the damage

#### K5.2

In the case of damage caused by martens, Baloise shall provide no additional benefits under K4 – K4.7

#### K5.3

Personal effects carried in the vehicle and safety clothing in the case of motorcyclists.

#### K5.4

Downtime, reduction in the value or impairment in the performance or usability of the vehicle

#### K5.5

Wear and tear and operational damage

#### K5.6

Damage caused by low oil levels, freezing or absence of coolant water, damage from scorching, damage to tyres, the battery, a built-in radio, tape, CD, DVD or MP3 player, two-way radio or telephone, unless such damage occurs as a result of an insured event

**K5.7**

Damage sustained during armed conflict, civil unrest (violence directed against persons or things by mobs or during violent demonstrations or rioting), or from the requisitioning of the vehicle or changes in the structure of the atomic nucleus

**K5.8**

There is no cover in the case of liability claims against third parties (e.g. manufacturer's warranty)

**K5.9**

Damage due to water from reservoirs or other artificial bodies of water as a result of earthquakes or volcanic eruptions

**K5.10**

Damage caused by tremors that are caused by the collapse of man-made cavities, e.g. as a result of geothermal energy extraction.

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### Restrictions on benefits

**K6.1**

If repair costs are increased or the occurrence of the damage was made more likely due to a lack of maintenance, wear and tear or previous damage, or if the repairs increase the value of the vehicle, then the indemnity is reduced proportionately.

**K6.2**

Waiver of repairs: The amount of indemnity is based on a calculation of repair costs according to prevailing regional market rates. If the policyholder prefers to be paid in cash, Baloise will pay indemnity equal to 90% of the repair costs determined by an automotive expert, excluding VAT.

**K6.3**

Deduction of previous indemnity payments: Amounts paid for previous claims are deducted from the indemnity if the previous damage has not been repaired by the time of the new claim.

**K6.4**

Towing and salvage costs are only covered provided that they are not part of a membership service (e.g. provided by TCS), a mobility guarantee (e.g. from the manufacturer or importer) or a benefit provided under another insurance policy.

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### Obligations

**K7.1**

In cases of theft and robbery, criminal charges must be filed with the police. In the case of collisions with animals on public roads, the police must be notified.

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## Supplementary cover

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### Insurance cover

Depending on the terms agreed in the insurance policy, the following are insured:

**Z1****Damage while parked**

Damage caused by unknown third parties to an insured parked vehicle, provided that repairs are performed.

- without a limit to the supplementary cover in addition to the collision insurance
- with a limit of at most CHF 2,000 per claim as supplementary cover in addition to part comprehensive cover

A maximum of two claims are insured per calendar year. The applicable date is the date of the claims notification.

**Z2****Headlights**

Damage to headlights, tail lights and indicator lights is insured, provided the repairs are carried out.

**Z3****Personal effects carried in the vehicle**

In the case of losses covered by part comprehensive or collision insurance, damage to personal effects carried in the vehicle (value as new) is covered up to the amount stipulated in the insurance contract. In the event a claim, the benefits are limited to the sum specified in the insurance contract. A maximum of 10% of this amount is payable for audio, data and image storage devices.

Theft in the case of passenger vehicles and delivery vehicles is insured if the personal effects are stolen with or from out of the locked vehicle. In the case of motorcycles, theft is insured if the insured effects are stolen with the motorcycle or from out of locked containers that are firmly mounted and secured to the motorcycle.

Motorcycle clothing (helmets protective suits and combination clothing, including protectors, boots and gloves) are not deemed personal effects carried in the vehicle.

**Z4****Safety clothing for motorcyclists**

In the event of an insured part comprehensive and/or collision insurance claim for motorcycles, the following items of safety clothing are also covered (value as new): helmets, protective suits and combination clothing, including protectors, boots and gloves. In the event of theft, the safety clothing must have been located in a completely locked container that is securely mounted on the motorcycle. The theft of a helmet is also insured if the helmet was secured to the motorcycle with a helmet lock.

**Z5****“Own damage” safety module**

The insurance covers property damage (first-party damage) caused during use of the insured vehicle by the vehicle keeper or by a person who lives with him in the same household to items of property, buildings or motor vehicles registered in their names.

The indemnity for motor vehicles or trailers is determined based on the current value and for all other items of property on the value as new. The sum insured is limited to CHF 5,000 per insurance year. The applicable date is the date of the claims notification. The insurance covers damage caused on private or public land.

**Z6****“Carefree” safety module****Z6.1****Gross negligence**

Under the liability and comprehensive insurance, Baloise waives its statutory right of recourse and/or reduction if the insured event is caused by gross negligence and waives the exclusion under TK.1.1 for gross negligence or omission.

**Z6.2****Damage to clothing and vehicle cleaning**

In the case of passenger vehicles and delivery vehicles, the insurance covers

- Cleaning, repair or replacement of clothes damaged in an insured accident belonging to the insured persons,
- Cleaning of the insured vehicle following an insured accident,
- Cleaning of vehicles or other items belonging to private persons who endeavoured to rescue or transport insured persons who had been injured.

The indemnity is based on the actual costs up to a maximum of CHF 1,000 per accident, per person. The benefits are limited to CHF 5,000 per insured event.

The insurance cover the occupants of the vehicle in the event of an accident, as defined in the ATSG, that occurs during the use of the vehicle, getting in and out of the vehicle and handling the vehicle (e.g. small repairs and changing tyres) as well as while rendering assistance while in transit.

**Z6.3****Costs for replacing keys and changing locks**

Costs due loss of, theft of or damage to the vehicle keys, incl. reprogramming of the immobiliser. Payments are limited per event to the amount of CHF 5,000.

**Z6.4****Psychological support**

Costs for psychological support by a qualified medical doctor or psychologist following an insured serious accident.

- Basis of indemnity = actual costs. Evidence of the costs must be provided in the form original receipts and supporting documents.
- Payments are limited per event to the amount of CHF 1,500.
- The insurance covers the driver and occupants of the vehicle involved in the accident.

**Z6.5****Driver safety training/driving lessons**

Costs for completing a driver safety training with a tuition provider in Switzerland recognised by the Traffic Safety Council or for driving lessons with a qualified driving instructor following an insured serious traffic accident.

- Basis of indemnity = actual costs. Evidence of the costs must be provided in the form original receipts and supporting documents.
- The benefits provided by Baloise are limited per event to the amount of CHF 500.
- Art. A4.6 on the crediting of premium levels does not apply, if the driver safety training is completed as a result of the benefits provided from the “Carefree” safety module.
- The insurance covers the driver of the vehicle involved in the accident.

**Coverage excludes:****Z7.1**

Cash, savings books, securities, travellers’ cheques, documents and jewellery.

**Z7.2**

The exclusions under K5.1 to K 5.10 also apply. The exclusion under K5.3 applies only to damage to a parked vehicle in accordance with Z1 and first-party damage in accordance with Z5.

**Z7.3****Headlights**

Damage to headlights, tail lights, indicator lights and their electronics (e.g. control units), provided these are attributable to an internal defect.

**Z7.4****“Own damage” safety module**

Damage to the insured vehicle itself, to a trailer towed by the vehicle and to items carried in the insured vehicle or trailer.

**Z7.5****“Carefree” safety module**

The waiver of the right to recourse or the right to a reduction does not apply if the damage was caused by the insured while intoxicated or otherwise unfit to drive or while excessively speeding (as defined in Art. 90 (4) SVG). In such cases, payments will also not be made for psychological support or driver safety training.

**Assistance****Insurance cover**

Depending on the terms agreed in the insurance policy, the following are insured:

**AS1**

In the event of theft, breakdown, accident or natural hazard events (falling rocks, landslides, avalanches, snow pressure and sliding snow, gales (winds of 75 km per hour or more), hail, high water levels and flooding), the following benefits are paid (exhaustive list) within Switzerland, with areas up to 50 km from the Swiss border considered equivalent to Switzerland.

**AS1.1**

- roadside assistance and towing to a suitable nearby garage (abroad: limited to CHF 500);

**AS1.2**

- return travel for all occupants by public transport to the policyholder’s place of residence, if the vehicle cannot be repaired on the same day (in Switzerland), or within five days (abroad), based on expert opinion. If the return travel is by taxi or hire car because public transport is not available, at most CHF 300 will be refunded;

**AS1.3**

- overnight accommodation if the return trip is no longer possible on the same day (in Switzerland) or the vehicle can be repaired within five days (abroad), up to CHF 120 per occupant per night with a combined maximum of CHF 1,200;

**AS1.4**

→ return transport of the unroadworthy vehicle to the policyholder's home if it cannot be repaired within 24 hours (in Switzerland) or within five days (abroad) according to an expert opinion. Cover includes return transport of a vehicle recovered after being stolen. If return transport is arranged by an insured person, the travel costs will be refunded on the same basis as the return travel;

**AS1.5**

→ disposal and customs duties: If the cost of return transport exceeds the current value of the vehicle, Baloise will arrange for the disposal and pay customs duties. The applicable value is the current value after the insured event;

**AS1.6**

→ hire cars in the same category for a period of up to eight days in order to continue the journey (instead of the return travel costs) in the case of events occurring abroad, provided the vehicle cannot be repaired within five days according to expert opinion. The benefits are limited to CHF 150 per day up to a maximum total of CHF 1,200.

**AS2**

In the event of illness, accident or death of the driver, return of the insured vehicle by a chauffeur, if no fellow traveller is able to return the vehicle.

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**Obligations and restrictions on benefits**
**AS3.1**

In the event of a loss or damage, Baloise Insurance Customer Service must be notified immediately.

**Baloise Insurance Customer Service**

Tel. 00800 24 800 800 within Switzerland and from abroad

If no connection is possible on 00800 24 800 800 from abroad, please call +41 58 285 28 28.

**AS3.2**

The benefits are only provided if the measures were agreed with Customer Service.

**AS3.3**

Simple roadside assistance is not subject to the above. If the policyholder personally arranges such assistance, Baloise will pay the costs up to CHF 300.

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**Coverage excludes:**
**AS4.1**

The exclusions under H6 – H6.7, H7 – H7.2 and K5.1 – K5.10 also apply.

**AS4.2**

The costs for repairs and replacement parts.

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## Passenger accident

### If an occupant of the vehicle is injured

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**Insurance cover**

Depending on the terms agreed in the insurance policy, the following are insured:

**U1****Insured persons and events**

The insurance cover the occupants of the vehicle in the event of an accident, as defined in the ATSG, that occurs during the use of the vehicle, getting in and out of the vehicle and handling the vehicle (e.g. small repairs and changing tyres) as well as will rendering assistance while in transit. Under the accident insurance, Baloise waives its statutory right to reduce benefits in the event of gross negligence.

**U2****Insured benefits****U2.1****Lump-sum death benefit**

Death benefit according to the amount stipulated in the insurance policy in the event of death as the result of an accident within five years after the accident. Indemnity for damage to integrity that has already been paid for the same accident is deducted from the lump-sum death benefit. In the event of the death of the policyholder, the beneficiary is the person designated in the insurance policy, while in the event of the death of other passengers the beneficiary is their community of heirs (to the exclusion of the wider community). The latter also applies if the policyholder has not designated a beneficiary or if that person has already died at the time of the policyholder's death.

**U2.2****Indemnity for damage to integrity**

Indemnity for damage to integrity in the event of presumed life-long damage to physical or mental integrity, provided this occurs within five years of the date of the accident. The indemnity payment is reduced according to the extent of the damage as a percentage of the sum stipulated in the insurance policy. The extent of the damage is measured based on the principles of the ATSG.

**U2.3****Daily allowance**

A daily allowance in the event of an incapacity for work (based on the principles of the ATSG) commencing on the first day after the accident or the waiting period stipulated in the insurance policy, limited to 730 days within the five-year period following the accident.

**U2.4****Daily hospital allowance**

A daily hospital allowance during the period of hospitalisation or therapy as a result of the accident, limited to 730 days within the five-year period following the accident. In the case of treatment outside of a hospital prescribed by a doctor, only half of the daily hospital allowance is paid for a maximum of 150 days.

**U2.5****Medical treatment**

Inpatient or outpatient medical treatment. Hospital treatment in a private ward. The costs are covered as a supplement to cover shortfalls in the benefits from other private or social insurance.

**U2.6**

The payments under U2 – U2.4 are fixed-benefit payments, whereas the payments under U2.5 are indemnity payments.

**Coverage excludes:****U3.1**

Accidents that occur during civil unrest, war or changes in the structure of the atomic nucleus.

**U3.2**

The exclusions H6 – H6.7 and H7 – H7.2 also apply. The exclusion of the coverage under H7.2 applies under the accident cover only for the driver responsible for causing the accident. All other occupants remain insured.

**Restrictions on benefits****U4.1**

Insurance payments are reduced by a pro-rata amount if the health impairment is only partially caused by the accident.

**U4.2**

Lump-sum death benefit for the death of children who, at the date of death, were

- two and a half years of age: CHF 2,500
- twelve years of age: CHF 20,000 under all insurance policies held with Baloise.

If the policy stipulates a lower lump-sum death benefit, then this sum applies.

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## General provisions

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**A1****Geographical scope of the insurance cover**

The insurance cover is valid in Europe and the Mediterranean littoral countries, excluding Kosovo, the Russian Federation, Georgia, Armenia, Azerbaijan and Kazakhstan. If the vehicle is transported by sea, then the insurance cover remains in effect provided the departure and destination points are both within this territory.

**A2****Period of validity of the insurance cover****A2.1**

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

**A2.2**

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.

**A2.3**

The insurance expires

- at the end of the insurance year, if the policyholder moves his place of residence or the physical address of the vehicle abroad (excluding the Principality of Liechtenstein)

- on depositing the existing licence plates if the policyholders fits foreign licence plates (registers) to his vehicle abroad.
- if insolvency proceedings are imposed on the policyholder.

**A3****Termination in the event of a loss****A3.1**

After a claim for which Baloise has to pay benefits:

- the policyholder can terminate the contract at the latest within 14 days of receiving notification of the payment;
- Baloise can terminate the contract at the latest on payment.

**A3.2**

Expiry of the insurance cover

- If the policyholder terminates the contract, the insurance cover expires 14 days after receipt of the notice of termination by Baloise.
- If Baloise terminates the contract, the insurance cover expires 30 days after receipt of the notice of termination by the policyholder.

**A4****Bonus and malus****A4.1**

The premiums for the liability and collision insurance modules are dependent on the claims experience.

**A4.2**

For each new insurance year, the premium levels are adjusted based on the claims experience.

The adjustment is made with the invoice or when the policy is amended for a subsequent insurance year. All the claims of which Baloise is aware are taken into account. Claims from the last three months of the old insurance year are only included in the second following year.

**A4.3**

If, during the insurance year, no claims occur for which Baloise has paid out benefits or set aside provisions, then the premium for the following insurance year is calculated according to the next-lower premium level. The reduction in premiums only applies in each case to the module with no claims.

**A4.4**

If loss or damage occurs during the period of observation, then the premium is increased by four levels if there is evidence of fault. The applicable date is the date Baloise receives notification. The increase only covers the module affected by the loss event. In the case of the damage caused by an unknown third party or damage as a result of scratching of the vehicle pursuant to KK1.2, the downgrading of the premium level occurs irrespective of evidence of fault. If damage while parked pursuant Z1 is insured under supplementary cover to the collision insurance then such damage does not result in a downgrading of the premium level.

**A4.5**

If a claim is proven to have had no consequences, or if the expenses incurred by Baloise are repaid, then no downgrading of the premium level is implemented. The expenses for claims incurred by Baloise can be repaid to Baloise up to 30 days after receiving notification of the settlement of the claim.

**A4.6**

Baloise credits an upgrade of two premium levels, both under the liability insurance and under the collision insurance, within the scope of the other provisions governing the premium level system following the completion of a compulsory, one-day driver safety training in Switzerland in the same vehicle category as the insured vehicle,

provided the training and the training provider are recognised by the Swiss Road Safety Council and the policyholder provides evidence of having attended the training in the form of a confirmation issued by the provider. The crediting is implemented as at the date of the course, provided this did not take place more than 365 days previously or as at the commencement date of the contract. The crediting is possible once every five years.

**A4.7**

The bonus-malus system comprises the following levels (as a % of the basic premium):

Level	%	Level	%	Level	%
0	30	9	75	18	170
1	35	10	80	19	185
2	40	11	90	20	200
3	45	12	100	21	215
4	50	13	110	22	230
5	55	14	120	23	250
6	60	15	130	24	270
7	65	16	140		
8	70	17	155		

**A4.8**

The highest level under the liability insurance is 24 and under the collision insurance it is 15.

**A4.9**

Insurance with bonus protection: If on occurrence of an insured event, bonus protection has been agreed under the insurance policy, the premium level on the first claim for each module and observation period does not change in the following calendar year. Further claims under the same module and in the same observation period lead to a downgrading in accordance with A4.4.

**A5****Changes to risk and contract amendments****A5.1**

The policyholder must notify Baloise without delay if there are any changes to the facts documented in the insurance contract (duty of disclosure).

**A5.2**

In the case of significant increases 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 the premiums. Baloise is entitled to a premium adjusted in accordance with its tariff from the date of the significant increase in risk until the expiry of the contract.

**A5.3**

If there is a culpable failure to notify Baloise of an increased risk, any claim may be reduced or refused to the extent that the occurrence or scope of damage was affected by the increased risk.

**A5.4**

In the case of a significant reduction in risk, the premium will be reduced to the extent to which the existing premium exceeds the tariff premium for the corresponding reduced risk.

**A5.5**

If Baloise changes its tariff, the premium level system or the stipulations governing the deductible, it can request an amendment of the contract. Baloise will inform the policyholder of the changes in writing no later than 30 days before the changes take effect.

**A5.6**

The policyholder thereupon has the right to cancel the entire contract or the module affected by the change effective at the date on which the amendment to the contract would take effect. The termination is effective if received by Baloise no later than the last day before the premium adjustment takes effect.

**A5.7**

In the event of changes to the insurance policy, Baloise may apply the current tariff.

**A6****Interchangeable licence plates****A6.1**

The insurance covers the vehicle to which the interchangeable licence plates are fitted.

**A6.2**

For the vehicle without licence plates, the insurance covers damage occurring on a road open exclusively to private use or in indoor parking. The Assistance module is excluded.

**A6.3**

If both vehicles are used at the same time on public roads, no insurance cover is provided.

**A6.4**

**Transition from an interchangeable licence plate to a single licence plate:** Under the part comprehensive module and supplementary cover, the insurance cover remains in place for the vehicle not being used during the period of deregistration, up to a maximum of 12 months. The insurance cover is retained as long as there is no change in the keeper or owner of the vehicle. The pro-rata premium is charged upon re-registration, along with a processing fee.

**A7****Depositing of licence plates****A7.1**

If the licence plates are deposited with the competent authority, insurance cover is suspended until such time as they are redeemed.

**A7.2**

The insurance cover continues for all insured risks during the suspension period if the policyholder applies to Baloise for this within 14 days of depositing the licence plates or has already agreed this in connection with a previous suspension.

The premium for the part comprehensive cover and for the insured supplementary cover will be charged for the suspension period.

**A7.3**

If the licence plates are deposited, the unused premium less a processing charge is credited on a pro rata basis upon payment of the next premium, or at the latest upon reinstatement of the licence plates or reinstatement of the insurance contract.

**A8****Transfer of the insurance to a replacement vehicle**

If the competent authority approves the use of a replacement vehicle, then the insurance (with the exception of the part comprehensive cover

which applies to both vehicles) covers only the replacement vehicle. The insurance cover for the replacement vehicle is limited to 30 consecutive days.

**A9**

**Recourse and reduction of benefits**

**A9.1**

Baloise may reclaim its benefits arising under the liability insurance in full or in part if it is entitled to do so by law or under the contract. With other classes of insurance, Baloise may reduce or deny benefits if the damage is the result of gross negligence or wilful intent.

**A9.2**

In the event of traffic accidents or theft, pursuant to Z6.1, Baloise waives its right to recourse or to reduce the benefits, provided that such supplementary cover is insured.

**A10**

**Premiums, deductibles and fees**

**A10.1**

In the absence of arrangements to the contrary, the premium is established for the insurance year and payable in advance.

**A10.2**

Under certain circumstances, half-yearly premium payments may be arranged subject to a charge.

**A10.3**

The contracting parties waive their right to demand payment of outstanding premium balances of under CHF 5.

**A10.4**

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. Payment arrears in respect of a deductible or processing fee are deemed equivalent to that in respect of the premium.

**A10.5**

If the suspension of insurance cover includes liability insurance, Baloise is required to inform the competent authorities, and the authorities must direct the police to confiscate the licence plates.

**A10.6**

The agreed deductible is owed in the case of each claim. A deductible for young drivers is owed if the driver of the vehicle is under 25 years of age at the date of the claim.

**A10.7**

No deductible is owed:

- in the case of joyrides, provided the vehicle keeper is not at fault for the misappropriation;
- under the liability insurance, provided neither the vehicle keeper nor the driver is at fault;
- under the collision insurance, provided neither the vehicle keeper nor the driver is at fault. Damage caused by unknown third parties or through scratching of the vehicle is excluded.
- in the event of claims for loss or damage occurring during driving lessons with an officially licensed driving instructor or during the official driving test.

**A10.8**

Baloise is entitled to offset the deductible against the insured benefits owed to the policyholder.

**A10.9**

Any additional administrative expenses incurred by the policyholder must be paid for by the policyholder. If the policyholder does not meet his payment obligation, Baloise will charge a reminder fee of CHF 30 as well as a processing fee for the notification of the withdrawal of the licence plates of CHF 100 ("suspension card"). Baloise can also charge a flat rate (fees) for such expenses in accordance with the Schedule of Fees available at [www.baloise.ch](http://www.baloise.ch)

**A10.10**

If a statutory or contractual right of a contracting party to terminate or amend the contract only relates to one or certain parts of the policy, the entitled party may terminate the entire contract or request the amendment of the whole contract.

**A11**

**Electronic processing of insurance transactions**

If contractually agreed, insurance transactions are processed electronically and the contracting parties dispense with paper documents. On concluding the insurance contract, policyholders automatically receive access to the [my.baloise.ch](http://my.baloise.ch) online customer portal, where they can view their personal data and insurance documents at any time.

**Baloise Insurance Ltd**

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[my.baloise.ch](http://my.baloise.ch)

[www.baloise.ch](http://www.baloise.ch)