

Standard Terms of Insurance (STI)

Helvetia Motor Vehicle Insurance

Edition 2017

Our Services

We are there for you:

24 hours a day and 365 days a year in emergencies

In Switzerland:

Phone 058 280 3000

Fax 058 280 3001

www.helvetia.ch

Branch: see policy

From abroad:

Phone +41 58 280 3000

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If the assistance we arrange involves expenses which are not insured, the costs will be borne by the party seeking assistance.

These terms are part of the motor vehicle insurance contract you have concluded with us.
The original German wording governs the legal interpretation of your policy.

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Mutual provisions

G1 Where is your insurance valid?

Your insurance is valid in Switzerland, the Principality of Liechtenstein, the countries of Europe and in non-European countries bordering the Mediterranean countries as well as on the Mediterranean islands. Your insurance is not valid in the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, Kazakhstan and Iran. In Kosovo, insurance does not apply to liability.

In the case of transport by sea, insurance cover will not be interrupted if the place of departure and the place of destination lie within the area of territorial validity.

G2 When do the contract and insurance cover begin and end?

G2.1 Start of insurance cover

Insurance cover begins on the date shown in your contract. Cover exists for events occurring within the duration of contract.

Even if a provisional declaration of coverage has been issued, we may still reject your application for insurance cover. If we exercise this right, your insurance cover will expire 3 days after you have received the letter rejecting your application. You will be liable for the part of the premium covering the time until insurance cover expires. This applies if you apply for a change in your insurance cover.

G2.2 Insurance certificate

The issue of an insurance certificate will be regarded as a declaration of coverage in third-party liability insurance from the date of registration.

If you have sent us a written application before registering the insurance certificate, the application will be regarded as a declaration of coverage from the date when the vehicle is fitted with Swiss license plates (with the exception of liability insurance).

G2.3 Duration of contract, expiry of the contract

The contract term is shown in your contract. Your contract will be renewed each year unless terminated in writing by either party with three months' notice to the end of the contract term.

Contracts running for less than one year end automatically.

G2.4 Claims

After each insured event for which we have to pay compensation either party may terminate the contract in relation to the business line in question or the contract as a whole.

- You may do so at the latest after you have learned that we have made payment. The contract will end 14 days after we have received your notice of termination.
- We may terminate the contract at the time when we pay compensation at the latest. The contract will end 14 days after you have received our notice of termination.

G2.5 Change of owner

If the insured vehicle changes hands, the rights and obligations under the contract will be passed on to the new owner unless:

- the new owner repudiates the contract in writing within 30 days of the vehicle changing hands;
- the new registration document is issued on the basis of another insurance contract.

After we have been notified of the change of ownership we may cancel the contract within 14 days. If we exercise this right, insurance cover will end 4 weeks after the new owner has received notice of cancellation. The new owner is entitled to a pro rata share of the premium until the end of the current insurance year.

If the insured vehicle changes hands, we will readjust the bonus levels from this date on.

G2.6 Bankruptcy on the part of the policyholder

If the policyholder is declared bankrupt, the contract will end as soon as bankruptcy proceedings are opened.

However, if the insured property includes unseizable assets, the bankrupt party and the bankrupt party's family will not forfeit the legitimate insurance claim.

G2.7 Disqualification from driving

You must notify us if you have been disqualified from driving due to:

- drunk driving;
- driving under the influence of drugs;
- driving under the influence of medication;
- massively exceeding the speed limit.

In these cases, we will have the right to adjust the terms of the contract or terminate the contract altogether.

G2.8 Owner's domicile, location of the vehicle or registration of the vehicle with foreign number plates

If the owner of the vehicle changes domicile or if the vehicle's permanent location is moved to a place abroad (with the exception of the Principality of Liechtenstein) or if foreign number plates are registered for the vehicle, the contract, respectively the cover will end after 30 days. There is no insurance cover for vehicles if they are permanently located in another country.

G3 Does the insurance also cover replacement vehicles?

G3.1 Conditions

The insurance only covers replacement vehicles if:

- permission to run the replacement vehicle has been obtained from the competent authorities;
- the replacement vehicle is being used instead of the insured vehicle with the number plates of the insured vehicle and is of the same type and falls within the same price category as the insured vehicle.

G3.2 Obligation to notify

We must be notified if the replacement vehicle is used for more than 30 days. If we do not receive such notification, we shall no longer be obliged to pay benefits to the insured persons.

G3.3 End of insurance cover

If the replacement vehicle is no longer used or the replaced vehicle has been put back into operation with its number plates, the insurance for the replacement vehicle will end.

G3.4 Replaced vehicle

Insurance cover for accidental damage shall not be affected.

G4 What must be remembered in the case of interchangeable number plates?

G4.1 Insurance cover

The insurance only covers vehicles that are registered with the Driver and Vehicle Licensing Office (Strassenverkehrsamt) under the number plate shown in your contract, namely

- to the full extent for vehicles bearing number plates in accordance with the rules;
- for vehicles without number plates only if the event does not occur on roads open to public traffic.

When replacement plates are changed for individual plates excluded vehicles are only covered if there is no change of owner, as is the case with deposited number plates (G6).

G4.2 Rights of recourse

If the vehicles are in simultaneous use on highways that are open to public traffic and we have to pay benefits under liability insurance due to the occurrence of an event, we may reclaim these benefits from you or from the insured person. We will pay no benefits under accidental damage insurance.

G5 What do you need to know about the premium?

G5.1 Due date

In the absence of any agreement to the contrary, the premium will be set for each insurance year and is payable in advance until the date stated in the contract. We may levy a charge if payment by instalments has been agreed. The first premium is due for payment as soon as the contract is issued.

If any policyholders fail to comply with their payment obligations within 30 days, they will be requested in writing and at their own expense to remit payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder produces no result, our obligation to pay benefits will be suspended from the time when the reminder period expires until such time as the premiums, costs and interest have been paid in full.

G5.2 Refunds

If the contract is cancelled prematurely for a reason provided for in law or in contract, the premium agreed for the current insurance year will only be due pro rata until the cancellation date.

However, the full premium for the year is payable if:

- Helvetia pays benefits in the case of a total loss;
- the policyholder terminates the contract in the case of partial damage and the contract has been in force for less than 1 year at the time when notice of termination is given.

G5.3 Broker's fee

If a third party, such as a broker, represents the policyholder's interests when forming this insurance contract or in providing support for this insurance contract, Helvetia may pay a fee for the services of this third party on the basis of an agreement. If the policyholder requires further information about this, the policyholder have to contact the third party.

G6 What happens when number plates are deposited?

If number plates are deposited or returned for at least 14 consecutive days, you will be entitled to a pro rata share of the premium on re-registration for the time that the number plates have been deposited.

Insurance cover will continue for another 12 months from the date of deposit, but will not extend to damage occurring on roads open to public traffic.

G7 What do you need to know about the deductible?

If your contract contains a deductible, you will have to bear this amount for each event that we indemnify or that leads to reserves being formed. The deductible will be subtracted from the insured compensation payment.

If no deduction is made when compensation is paid, we may enforce our claim to the deductible against the policyholder.

G7.1 Liability

You must bear a deductible of CHF 1,000 for each event:

- if the driver of the vehicle had not yet reached the age of 25 at the time of the event and
- if this driver is not mentioned as the owner or most frequent driver in the contract and
- unless a higher deductible has been agreed in the policy.

If a vehicle is registered in the name of a company you must bear a deductible of CHF 1,000 for each event if the driver of the vehicle had not yet reached the age of 25 at the time of the event and unless a higher deductible has been agreed in the policy.

These provisions do not apply to agricultural vehicles.

G7.2 You will not have to bear a deductible:

- 1 if we do not have to pay compensation for an insured event that has been notified;
- 2 if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
- 3 if we pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
- 4 in the case of damage occurring during a driving lesson given by an officially licensed driving instructor;
- 5 in the case of damage occurring during an official driving test;

Third-party-Liability:

- 6 if we have to pay compensation although the insured persons are not at fault (pure causal liability);

Accidental damage:

- 7 if we have to pay compensation in comprehensive cover although the insured persons are not at fault and the other party involved in the collision or third parties have sole and full liability due to negligence and these parties or their insurers have indemnified 100% of the damage accounted for under liability insurance;
- 8 if we only indemnify the difference between the current value and the current value supplement;
- 9 if the damaged front windscreen is repaired and not replaced in the case of glass damage;
- 10 if Helvetia arranges for the repair of glass damage or damage caused by hail and the work is carried out by partner garages designated by Helvetia.

G7.3 Towing vehicles, trailers, semitrailers

If the towing vehicle and trailer or semitrailer are insured with us with a deductible and are damaged during the same event, you will only have to bear a single deductible for each business line. If the deductibles are not identical, the higher deductible will apply.

G8 When can the contract be modified?

G8.1 Our right to modification

We may request modifications to the terms of your contract from the following insurance year in the case of changes in the:

- premiums;
- bonus systems;
- provisions concerning the deductible;
- benefits;
- statutory dues and levies;
- fees.

If we modify the terms of your contract we will inform you of the new contractual terms no later than 25 days before the beginning of the new insurance year.

G8.2 Basis for the premium

The premium is based on the chosen scope of insurance and the particulars given by the policyholder with regard to the insured persons and the vehicle. If one of these details changes, Helvetia has the right to adapt the contract to the changed conditions.

G9 What are your rights if we request a modification to the terms of your contract?

G9.1 Agreement

If we do not receive notice of termination by the last day of the insurance year at the latest, we will regard this as a sign of approval to the modifications to the terms of your contract.

G9.2 Rejection

If you are not in agreement with the modifications to the terms of your contract you may terminate the contract in writing to the end of an insurance year, either in relation to the business lines affected by the modification or in relation to the entire contract.

Adjustments in the premium made due to changes in the bonus levels and changes in Swiss dues and levies or other fees do not give you the right to terminate the contract.

G10 What do I have to remember in the case of an insured event?

G10.1 Notification

You must immediately notify us of each insured event.

G10.2 Breach of obligations (breach of contract)

In the event of any breach of statutory or contractual obligations, the compensation will be reduced to the extent that this has influenced the occurrence or the extent of the damage. There will be no reduction if policyholders can show that the breach of obligations was no fault of their own or the damage would have occurred anyway, even if the statutory or contractual obligation had been complied with.

Helvetia reserves the right to cancel the contract for legal or contractual reasons.

The legal consequences of a breach of the duty of disclosure on the conclusion of the contract pursuant to Art.6 Swiss Federal Law on Insurance Contracts (LIC) shall also remain unaffected.

G10.3 Reduction of benefits, denial of benefits

We may reduce our benefits or deny them altogether for legal or contractual reasons.

G10.4 Renouncement in case of gross negligence

If the additional insurance also covers gross negligence, we will waive our right of recourse to which we are entitled by law if the insured event has been caused through gross negligence.

There will be no such waiver if the insured person has caused the insured event through drunk driving or while unfit to drive or under the influence of drugs or medication or through a speeding offence (Art. 31 para. 2, Art. 65 para. 3 and Art. 90 para. 4 of the Swiss Road Traffic Act, RTA) or if the driver has thwarted a measure to establish incapacity to drive (Art. 91a of the Swiss Road Traffic Act, RTA). In the latter case at least 20% of the claim will not be covered.

G10.5 Bonus protection

Insofar as the supplementary insurance bonus protection has been included, the bonus level will remain unchanged for the following insurance year in third-party liability and accidental damage insurance (comprehensive cover, partially comprehensive cover or parking damage) for the first claim per business line and observation period that would otherwise lead to classification in a higher category.

G10.6 Due date of compensation

- 1 Compensation is due 30 days after the date when we receive the documents required in order to establish the sum of the claim and our liability.
- 2 Compensation is particularly not due if:
 - there are any doubts as to the claimant's entitlement to payment;
 - police investigations or criminal proceedings are being conducted in respect of the damage and have not been concluded.
- 3 This shall not affect the rights of any injured third parties in liability cases.

G11 What is covered in the case of damage to the vehicle when assistance is rendered?

The insurance covers soiling to the interior of the vehicle and damage in and to the insured vehicle when assistance is rendered to individuals and animals who have become the victims of an accident.

G12 What special conditions apply in the case of commercial operations?

(If included in your contract)

G12.1 Dangerous loads

The insurance covers the risk arising from the transport of dangerous loads within the meaning of Swiss road traffic legislation.

G12.2 Commercial transportation of passengers

The insurance covers the risk arising from the use of the vehicle for the commercial transportation of passengers.

G12.3 Commercial hire

The insurance covers the risk arising from the use of the vehicle for commercial hire to self-drivers.

G13 Where is the legal venue for disputes and to which addresses should communications be sent?

G13.1 Legal venue

Claims may be brought before a court at our registered place of business in St.Gallen or at the claimant's place of residence or domicile in Switzerland or the Principality of Liechtenstein. The legal expenses insurance is governed by Art. A6.5.

G13.2 Additional legal basis

The Swiss Federal Law on Insurance Contracts (LIC) and, as far as liability insurance is concerned, the provisions of Swiss road traffic legislation shall apply in addition to these Terms of Insurance.

G13.3 Addresses

All communications sent to us, can be sent to one of our branches or to our head office in St.Gallen. The communications that we send to you will be posted with legal validity to your last known address. It is therefore important that you notify us of any changes of address as soon as possible.

Third-Party Liability

H1 Who and what is insured?

H1.1 Persons

The insurance covers the owner of the insured vehicles and all persons for whom the owner is responsible under road traffic legislation.

H1.2 Vehicles

The insurance covers the vehicles specified in the contract.

Trailers being pulled by these vehicles or vehicles being towed or pushed as well as decoupled trailers are also insured – (to the extent that responsibility exists within the meaning of Art. 2 of the Swiss Vehicles Insurance Ordinance (Verkehrsversicherungsverordnung)).

H2 What does the insurance cover?

H2.1 Civil claims

The insured persons are covered for civil claims brought against them under the law governing legal liability as a result of

- injury to or causing the death of individuals (bodily injury);
- damage to or the destruction of property (property damage) in the following situations:
 - when operating the vehicle;
 - in the case of traffic accidents caused by the vehicle when it is not in operation;
 - when assistance is being rendered after accidents involving the vehicle;
 - when entering and alighting from the vehicle, when opening and closing movable vehicle parts and when coupling or decoupling a trailer or vehicle.

Death, injury or other damage to health as well as the loss of animals are on a par with property damage.

H2.2 Loss prevention costs

If an insured loss is imminent as the consequence of an unforeseen event, your insurance also covers the costs to be borne by an insured person and caused by reasonable measures taken to avert this risk.

H2.3 Public sector claims under the Environmental Damage Act in EU member states

The insured persons are covered for public sector claims under the Environmental Damage Act in accordance with EU law to remediate and bear the costs of environmental damage caused by an accident, a breakdown or a sudden and accidental disturbance to the use of the vehicle for its intended purpose (operating fault). The insurance covers the member states of the EU that have transposed Directive 2004/35 EC of 21 April 2004 into national law.

The claims that are not insured are listed under H3.1 clauses 8–11.

H3 What cases are not covered by the insurance?

The following limitations may only be asserted against injured parties if they are permitted by law:

H3.1 The following claims are not insured:

- 1 Claims of the owner due to property damage;
- 2 Claims of the owner due to bodily injury if the owner is the driver of the insured vehicle;
- 3 Claims arising from property damage sustained by the spouse, the registered partner and the common-law partner of the vehicle owner and relatives of the vehicle owner living in the same household;
- 4 Claims of individuals who have misappropriated the vehicle or who were aware of such misappropriation;
- 5 Claims arising from accidents when taking part in races, rallies or similar speed driving events, including training drives and other drives on racetracks, circuits and other traffic areas used for motorsports. The insurance covers claims arising from accidents during orientation drives and courses for the further training of drivers in Switzerland. In the case of motorsports events within the meaning of Swiss road traffic legislation and in the Principality of Liechtenstein, however, third-party claims are only excluded if the insurance required by law exists for the event in question;
- 6 Damage to insured vehicles, trailers and to items and animals attached to or being transported by these vehicles with the exception of objects that the injured party is carrying such as luggage and similar;
- 7 Claims for which there is liability under nuclear energy legislation;

Public sector claims under the Environmental Damage Act in EU member states

- 8 Claims arising due to the unavoidable, necessary or accepted effects of business operations on the environment;
- 9 Claims arising due to deliberate breaches of laws, ordinances and official orders or decisions that serve to protect the environment;
- 10 Claims that go beyond the statutory obligation due to contractual agreements or promises;
- 11 Recourse and compensation claims made by third parties;

H3.2 The insurance does not cover liability:

- 1 arising from journeys made without official approval;
- 2 arising from journeys made by drivers who are not in possession of a legal driving licence;
- 3 arising from journeys made by drivers who are travelling without the accompaniment prescribed by law;
- 4 arising from journeys made by drivers who are unlawfully carrying passengers;
- 5 arising from journeys made by individuals who are making unauthorised use of vehicles entrusted to them;
- 6 arising from journeys made by individuals who have misappropriated the vehicle.

However, we do afford insurance cover to insured persons who could not have known of these failings, even by paying dutiful attention.

H4 What insurance benefits do we offer?

We indemnify justified claims and ward off unjustified claims.

H4.1 Sum insured

The benefits we pay for each insured event are limited to the sum insured as shown in the contract; this includes any default interest, lawyers' fees, experts' fees and court costs, without prejudice to the rights of injured parties.

H4.2 Limitations

The total benefits we pay in the case of bodily injury and property damage caused by fire, explosion or nuclear energy as well as for loss prevention costs are limited to the statutory minimum sums insured for each insured event, in accordance with Article 3 of the Swiss Vehicles Insurance Ordinance (VIO); this includes any default interest, lawyers' fees, experts' fees and court costs, without prejudice to the rights of injured parties. Expenses for public sector claims under the Environmental Damage Act of EU member states in accordance with Article H2.3 are limited to a total sum of CHF 5 million for each insured event.

H4.3 Direct payments to injured parties and recourse

If we have paid compensation directly to any injured parties, you must reimburse us for the amount in question up to the sum of the agreed deductible, regardless of who was driving the vehicle at the time of the insured event.

We may recover all or some of our benefits from you or from the insured persons:

- if there are legal or contractual reasons for this;
- if we have to pay benefits under an international agreement (such as the Green Card) or according to foreign legislation, after your insurance cover has already been suspended or has expired;
- if we have to pay benefits under an international agreement (such as the Green Card) or according to foreign legislation and we would have a right of recourse against you in Switzerland of the same scope if the same event had occurred in Switzerland.

If we do not receive your payment within 4 weeks of our request we will ask you in writing to remit payment within 14 days of our reminder being sent. If you disregard our reminder, the entire contract shall become invalid after these 14 days. You will nevertheless still owe us the amount in question.

H5 What bonus system do you have?

The valid system is shown in your contract.

H5.1 System H (third-party liability)

a Bonus level

Bonus level	% of the basic premium
0	35
1	40
2	45
3	50
4	55
5	60
6	65
7	70
8	80
9	90
10	100
11	110
12	120
13	130
14	140

b Observation period

The observation period lasts from 1 September until 31 August and serves to determine the bonus level. The claims history in this period will influence the bonus level as from the following 1 January on

c Bonus level for the premium

We will determine the bonus level at the time when the contract is concluded.

The next lower level will apply should no insured event leading to compensation being paid or reserves being formed have occurred during the observation period.

The bonus level will be incremented by four levels for each insured event occurring during the observation period and leading to compensation being paid or reserves being formed.

d The bonus level will not be incremented

- 1 if we do not have to pay compensation for an insured event that has been notified;
- 2 if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
- 3 if we pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
- 4 in the case of damage occurring during a driving lesson given by an officially licensed driving instructor;
- 5 in the event of damage occurring during the official driving test;
- 6 if we have to pay compensation although the insured persons are not at fault (pure causal liability).

H5.2 System Z

The contract doesn't have a bonus system. The premium is always 100% of the basic premium, regardless of the claims history.

H6 What do you particularly have to remember in the case of an insured event covered by third-party liability insurance?

H6.1 Negotiations

We will conduct the negotiations with the injured parties in our name or as the representatives of the insured persons.

H6.2 Claims, payments

Insured persons may not recognise any claims of their own accord in relation to injured parties and may not make any payments.

H6.3 Civil proceedings

In the event of civil proceedings, insured persons must allow us to conduct such litigation.

H6.4 Settlement of claims

Our settlement of the claims shall be binding on the insured persons.

H7 When is it possible for number plates to be withdrawn?

We may arrange for number plates to be withdrawn if you do not pay:

- the premium;
- the deductible;
- the amount claimed in recourse;

or other amounts owed, or if any other statutory or contractual provisions allow the number plates to be withdrawn.

Accidental damage

K1 What is insured?

K1.1 Vehicle

The insurance covers the vehicle or vehicles specified in your contract. Commercial vehicles are understood to be all motor vehicles and trailers with the exception of passenger cars, motorcycles and motor-assisted bicycles.

K1.2 Equipment and accessories

- a Passenger cars and motorcycles
Equipment and accessories for which a surcharge is payable are covered for up to 10% of the catalogue price without any special agreement.
For values in excess of 10% of the catalogue price, all accessories and items of equipment must be insured under a special agreement. In this case the individual accessories and items of equipment will be covered up to the specific sum insured taking account of Article K4.
- b Commercial vehicles
Equipment and accessories are only included if they are mentioned in the policy or included in the sum insured at their replacement value.
Tools and instruments are covered within the framework of the replacement value shown in the policy in as far as they are attached or coupled to the vehicle at the time of the insured event. In the case of agricultural vehicles, trailers are on a par with tools and instruments. If you are not the sole owner of the apparatus affected by a claim the compensation that we pay for this apparatus will be limited to the current value.
- c What items are not insured?
 - Image, sound and data carriers
 - Helmets, garments of all kinds (examples: motorcycle gear, boots, gloves, caps)
 - Portable devices (for example telephones, MP3 players, mobile phones, radio sets) that can also be used independently of the vehicles. However, the insurance does cover navigation systems and consumer electronics devices installed in the vehicle if they are damaged or lost in connection with insured vehicle damage.

K2 What does the insurance cover?

We draw a distinction between partially comprehensive cover and comprehensive cover as well as the various supplementary agreements. The agreed insurance cover is shown in your contract.

K2.1 Partially comprehensive cover

- a Fire
The insurance covers involuntary damage as a result of fire, lightning, explosion and short circuits. Damage to electrical appliances, components and batteries are only insured if the cause is not an internal defect. Damage to the vehicle as a result of a fire extinguishing operation is also covered. Damage caused by fire is not insured if the owner of the vehicle can enforce contractual claims against the seller, supplier or repair workshop. The insurance does not cover damage by scorching unless caused by a fire.

- b Damage caused by natural forces
The insurance covers involuntary damage directly caused by storm (= wind of at least 75 km/h), hail, avalanches, damage due to snow directly bearing down upon the vehicle (snow pressure), damage due to rocks, stones and earth masses (landslides) falling directly onto the vehicle, flooding, inundation. This list is conclusive.
- c Snowslide
The insurance covers involuntary damage due to snow or ice falling onto the insured vehicle. If branches break off trees and fall due to the weight of snow, the damage to the insured vehicle caused by the branches and the snow is covered.
- d Theft
The insurance covers loss, disappearance, destruction or damage caused by the theft, misappropriation or robbery of the insured items or the attempt to carry out such acts if the damage has occurred involuntarily.
No compensation will be paid if the vehicle is stolen or misappropriated by members of the policyholder's family or if the vehicle is lost or damaged as a result of attempted theft. Family members are considered to be: the policyholder's spouse and relations in order of ascent and descent as well as siblings amongst each other.
- e Glass
The insurance covers involuntary breakage as well as damage caused by accidents to the front and rear windscreens, the side windows and the sunroof (the list being conclusive) which make it necessary to replace the glass for safety reasons. Insurance cover also extends to materials that serve as glass substitutes. The windscreens of motorcycles and motor-assisted bicycles are also insured.
No compensation will be paid if the replacement or repair is not carried out or if the costs of replacing the glass reach or exceeds the vehicle's current value.
- f Animals
The insurance covers involuntary damage caused by collisions with animals on public roads as well as biting damage and consequential damage to the vehicle caused by martens. Damage caused by a manoeuvre to avoid hitting an animal is not insured.
- g Vandalism and malicious mischief
The insurance covers the wilful or malicious breaking off of antennas, rear mirrors, windscreen wipers or decorations, the puncturing of tyres and filling harmful substances into the fuel or oil tank. In the case of motorcycles the slashing or painting of saddlebags and seats is also insured. This list is conclusive.
- h Crashing aircraft
Damage caused by the crashing and forced landing of aircraft or spacecraft or parts thereof.

K2.2 Comprehensive cover

The insurance covers damage occurring due to sudden and violent external effects, particularly damage caused by impact, collision, overturning or crashing, subsiding and sinking, even if such damage occurs subsequent to damage due to operation, breakage or wear and tear; furthermore damage due to wilful or malicious acts by third parties. Torsions on tilting or when loading and unloading are on a par with collisions even without external effects.

K2.3 Military use

Our benefits are paid on the basis of secondary liability. We indemnify the part of the insured claim that is not paid for by the armed forces.

K2.4 What options do you have for additional insurance? (If included in your contract)

- a Parking damage
Coverage is afforded up to the sum insured shown in the policy for damage caused to your parked vehicle by unknown third parties.
You must notify us immediately of every insured event.
- b Glass Plus
To supplement Art. K 2.1e Glass, the insurance covers all breakage of vehicle parts made of glass or materials serving as a substitute for glass. Damage to the vehicle's rear-view mirror is even included if only the housing has been damaged and has to be replaced. The insurance also covers light bulbs if they are destroyed due to glass breakage. The provisions regarding deductibles and bonus levels apply in the same way as in partially comprehensive cover.
No compensation will be paid if the replacement or repair is not carried out or if the costs of replacing the glass reach or exceed the vehicle's current value.
- c Personal effects
The insurance covers damage to or the destruction of personal effects carried by the passengers of the declared passenger car for their personal needs up to the amount shown in your contract if there has been damage to the vehicle. In the case of theft, insurance coverage is only provided if the personal effects were in a completely locked vehicle at the time.

The insurance does not cover:
Cash, credit cards, tickets and subscriptions, securities, savings books, precious metals, coins and medals, unset precious stones and pearls, jewellery, sound and image carriers, means of communication, IT hardware and software, and navigation instruments, radios and television sets, fax machines, merchandise and items used for vocational or professional purposes. No compensation is paid for sentimental value.
- d Motorcycles: Damage to safety gear
We will pay the costs of repair up to the sum insured as shown in the policy, but no more than the following amounts: in the first two years after purchasing a new item the amount necessary to replace it by an equivalent item at the time of the insured event; after that the compensation will be reduced to 75% of the replacement value.

The insured safety gear includes:

- Helmets
- Protective suits, combinations including protectors
- Boots
- Gloves

This list is conclusive.

Damage to safety gear is understood as:

- damage or destruction directly connected with an accident involving the motorcycle being used; the insurance does not cover mere optical damage which does not detract from the protective effect;
- theft in as far as the insured item was in completely locked receptacles firmly mounted on the motorcycle and secured against theft; the theft of helmets is also included if they were secured to the motorcycle with a helmet lock.

The insurance covers damage to the safety gear of the driver of the insured motorcycle and the passengers being carried. In addition, the insurance covers the policyholder as the driver or passenger of any motorcycle.

If we have paid benefits under this contract for which the insured person could also enforce claims against third parties, the insured person must assign these claims to us up to the value of the benefits disbursed.

The insurance does not cover recourse and compensation claims made by third parties.

K3 Which cases are not covered by the insurance?

K3.1 Speed driving events and drives on racetracks and training tracks

Damage due to participation in races, rallies or similar speed driving events including training drives and other drives on racetracks, circuits and other traffic areas used for motorsports.

The insurance covers claims arising from accidents during orientation drives and courses for the further training of drivers in Switzerland.

K3.2 Civil unrest

Damage caused by civil unrest (violence against individuals or property due to riotous assembly, affray, commotion or strikes), damage due to warlike events, breaches of neutrality, revolution, rebellion and uprisings as well as the corresponding countermeasures unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the damage has nothing to do with these events.

K3.3 Requisition

Damage occurring during military or official requisition of the vehicles.

K3.4 Crimes, offences

Damage as the result of the intentional commission of crimes or offences or any attempt at same.

K3.5 Natural events

Damage due to earthquakes, volcanic eruptions as well as changes in atomic nuclear structure (e.g. radioactive contamination) unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the damage has nothing to do with these events.

K3.6 Journeys without permission or authorisation

Damage due to:

- 1 Journeys undertaken without official approval;
- 2 Journeys made by drivers who are not in possession of the legal driving licence;
- 3 Journeys made by drivers who are travelling without the accompaniment prescribed by law;
- 4 Journeys made by drivers who are unlawfully carrying passengers;
- 5 Journeys made by persons who are making unauthorised use of vehicles entrusted to them;
- 6 Journeys on public roads if the proper number plate noted in the policy is not mounted on the vehicle.

However, we do afford insurance cover to insured persons who could not have known of these failings even by paying dutiful attention.

K3.7 Ionisation

Damage due to the effects of ionising radiation.

K3.8 Damage due to operation

Damage due to operation, breakage and wear and tear, particularly broken springs caused by the vibrations of the vehicle, material fatigue, damage as a result of poor lubrication or oiling, damage due to lack of oil, damage due to refuelling with the wrong fuel, the freezing or lack of coolant (except as the result of an insured theft), material, production or construction defects as well as damage caused by the load; furthermore damage affecting only the tyres (with the exception of puncturing) or the battery.

K3.9 Loss of use, depreciation

Damage due to loss of use, a reduction in the performance or serviceability of the vehicle as well as collector's value, depreciation and added value.

K3.10 Recourse and compensation claims

Recourse and compensation claims of private liability insurers for damage to the used vehicle.

K3.11 Embezzlement, unlawful appropriation

Damage due to embezzlement or unlawful appropriation.

K4 What insurance benefits do we offer?

Your contract states whether your insurance has been taken out with or without current value supplements.

K4.1 Total loss

a With current value supplement

A total loss is when:

- the repair costs in the first two years of operation reach or exceed 65% of the catalogue price and subsequently reach or exceed the current value; or
- if a lost vehicle is not found within 30 days of our receiving the written notification of loss.

Current value supplement table

Year of operation	Compensation in % of the catalogue price
in the 1 st year	100%
in the 2 nd year	100%
in the 3 rd year	90–80%
in the 4 th year	80–70%
in the 5 th year	70–60%
in the 6 th year	60–50%
in the 7 th year	50–40%
From the 8 th year	Current value plus 10% thereof

b Without current value supplement

A total loss is when:

- the repair costs reach or exceed the current value; or
- if a lost vehicle is not found within 30 days of our receiving the written notification of loss.

We will reimburse you for the current value.

c Compensation

If the compensation calculated is higher than the price that you paid for the vehicle with equipment and accessories, you will be paid this amount, but at least the current value.

d Salvage

The compensation (after applying the deductible) will be reduced by the salvage value of the unrepaired vehicle including equipment and accessories. If this is not deducted the salvage will become our property.

K4.2 Partial damage

In the case of partial damage we will pay the repair costs, provisional repair costs of up to CHF 500. We are not obliged to pay the replacement value of components if these cannot be properly repaired. If the damaged parts can be replaced by replica or secondhand parts of flawless quality, we will not be obliged to pay the costs of new original parts. If individual worn parts are replaced as a result of the repair, if the entire vehicle is resprayed or other defects due to wear and tear are remedied, we shall have the right to make a corresponding deduction from the repair costs equivalent to the added value (new for old).

The current value will be paid for punctured tyres.

If you do not wish the repair to be carried out, we will indemnify 90% of the calculated claim (without VAT). An agreed deductible will be applied.

K4.3 Further costs

We will pay the following costs for the vehicle:

- 1 The costs of recovery, transport and towing of the vehicle to the nearest suitable garage that comes into question for the work or to a suitable location where the vehicle can be left standing if it has become unroadworthy as a result of an insured event of accidental damage. The benefits shall be limited to CHF 10,000 in total and will not be paid if they have not been organised or ordered by Helvetia.
- 2 Return transport in the case of theft if the vehicle is found within 30 days of our receiving the written notification of loss;
- 3 The customs duty that you are charged following an insured event;
- 4 Garaging costs (storage charges) of up to CHF 500.

The benefits from comprehensive cover according to article K4.3 and assistance cover according to Article A 2 letters c, d, f, g and h will only be paid once for each insured event and cannot be accumulated. If assistance cover is insured, the expenses will be settled under this insurance in accordance with Article K4.3 letters 1 to 3.

K4.4 Reductions in our benefits

(To supplement Article G10.3)

If poor maintenance, wear and tear or pre-existing damage have:

- increased the costs of repair;
- improved the condition of the vehicle as a result of the repair;
- helped to bring about the total loss, you will have to bear the corresponding portion of the costs. The amount in question shall be determined by experts.

Pre-existing damage, poor maintenance or wear and tear will be taken into account within the framework of the loss of value thus caused or when calculating the estimated costs of repair.

If the catalogue price including equipment and accessories of the vehicle was too low declared, the compensation will be reduced proportionately in the event of a claim.

K4.5 Obligation to take back the vehicle

If a lost vehicle is found within 30 days of our receiving the written notification of loss, you must take back the restored vehicle.

K4.6 Value added tax

Value added tax will not be indemnified if the claimant is subject to VAT. Claim payments that are made on the basis of the probable costs of repair do not include value added tax.

K5 What bonus systems apply?

The valid systems are shown in your contract.

K5.1 Systems

a System B (comprehensive cover)

Bonus level	% of the basic premium
0	35
1	40
2	45
3	50
4	55
5	60
6	65
7	70
8	80
9	90
10	100
11	110
12	120
13	130
14	140

b System S (partially comprehensive cover), U (parking damage)

Bonus level	% of the basic premium
0	60
1	65
2	70
3	75
4	80
5	85
6	90
7	95
8	100
9	110
10	120
11	125
12	130
13	135
14	140

- c Observation period
The observation period runs from 1 September until 31 August and serves to determine the bonus level. The claims history during this period will influence the bonus level from the following 1 January on
- d Bonus level for the premium
We will determine the bonus level at the time when the contract is concluded.
The next lower level applies if no insured event has occurred during the observation period leading to compensation being paid or reserves being formed.
The bonus level will be incremented by four levels for each insured event occurring during the observation period and leading to compensation being paid or reserves being formed.
- e The bonus is not incremented in the case of systems B, S and U:
- 1 if we do not have to pay compensation for an insured event that has been notified;
 - 2 if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
 - 3 if we have to pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
 - 4 in the case of damage occurring during a driving lesson given by an officially licensed driving instructor;
 - 5 in the event of damage occurring during the official driving test;
 - 6 if we have to pay compensation in comprehensive cover although the insured persons are not at fault and the other party involved in the collision or third parties have sole and full liability due to negligence and these parties or their insurers have indemnified 100% of the damage accounted for under third-party liability insurance;
 - 7 if we only indemnify the difference between the current value and the current value supplement;
 - 8 if the damaged front windscreen is repaired and not replaced in the case of glass damage;
 - 9 if the repair of the damage is organised by Helvetia and carried out by the partner garages specified by Helvetia in the case of glass and hail damage.
- f In addition, there will be no incrementation in the case of system S:
if the amount being claimed does not exceed CHF 400 before the application of the deductible.

K5.2 System Z

The contract doesn't have a bonus system. The premium is always 100% of the basic premium regardless of the claims history.

K6 What do you particularly have to remember in the case of accidental damage?

K6.1 Repairs

In urgent cases, you can organise a repair without consulting us if the costs are not likely to exceed CHF 1,000 (CHF 200 in the case of damage to motor-assisted bicycles).

Helvetia must be given the opportunity to inspect the damaged vehicle before and after the repair. The benefits paid by Helvetia may otherwise be reduced or denied entirely.

K6.2 Choice of repair workshop

The choice of a repair workshop is a matter for the policyholder. However, we reserve the right to select another qualified repair workshop if no agreement regarding the repair method or cost estimates can be reached with the workshop commissioned by the policyholder. If the policyholder is not willing to have the vehicle repaired in the garage designated by us, we will indemnify the repair costs up to the amount estimated by our expert.

K6.3 Information, documents

You must allow us to examine the damaged items at any time and submit the information and documents necessary in order to assess the damage.

K6.4 Damage caused by theft

In the case of damage caused by theft you must notify the responsible police without delay. If the theft occurs abroad, it must also be reported to the police station at your Swiss place of residence.

If the vehicle is found or if anything is learned regarding its whereabouts, we must be informed without delay.

K6.5 Damage caused by animals

In the event of a collision with an animal you or the driver must ensure that the responsible bodies (police or gamekeeper) make a record of the event or that the owner of the animal confirms the event. If you fail to carry out these measures, we will only indemnify damage to the vehicle if you have comprehensive cover

K7 When do I have precautionary cover for accidental damage?

If you have not yet signed an insurance application, your passenger car and motorcycle (exception motor-assisted bicycles) are insured for 20 days from the date that is registered with the Driver and Vehicle Licensing Office (Strassenverkehrsamt) for risks under comprehensive cover (up to the 7th year of operation) and for risks under partially comprehensive cover.

The insurance covers passenger cars up to a catalogue price of CHF 100,000 and up to CHF 40,000 in the case of motorcycles.

You will have to bear a deductible of CHF 500 for each collision event.

This damage will not affect your classification in the bonus systems.

We do not afford insurance cover if you already have comprehensive/partially comprehensive cover.

Accident

U1 Who is insured?

U1.1 What persons are insured?

The insurance covers the group of persons shown in your contract and persons who voluntarily and gratuitously:

- administer first aid to the insured passengers at the scene of the accident;
- provide them with assistance on entering and alighting from the vehicle;
- offer roadside assistance for any necessary handling of the vehicle and suffer an accident themselves as a consequence.

These persons are insured for the same benefits as the owner and the driver. If you have only insured passengers or passengers at higher amounts, these benefits will apply.

U1.2 What persons are not insured?

The insurance does not cover persons transported on inadmissible seats in commercial vehicles.

U2 What does the insurance cover?

U2.1 Scope of the insurance cover

Insured persons are covered for accidents suffered when using the vehicles specified in your contract. The insurance also includes accidents suffered when entering and alighting from the vehicle, the roadside handling of the vehicle and roadside assistance in road traffic.

U2.2 The term “accident”

An accident is deemed to be any injury to health that an insured person suffers due to the sudden effect of an external and violent event.

Insured accidents are also deemed to include:

- 1 Dislocations, sprains, strains, torn muscles, ligaments and tendons caused by abrupt physical exertion.
- 2 Injuries due to the involuntary inhalation of gases or vapours.
- 3 Poisoning or chemical burns due to the unintentional ingestion of poisonous or caustic substances or fluids.
- 4 Drowning, frostbite, heatstroke, sunstroke as well as damage to health due to ultraviolet rays, with the exception of sunburn.

This list is conclusive.

U3 What cases are not covered by the insurance?

U3.1 Speed driving events and drives on racetracks and training tracks

Damage due to participation in races, rallies or similar speed driving events including training drives and other drives on racetracks, circuits and other traffic areas used for motorsports.

The insurance covers claims arising from accidents during orientation drives and courses for the further training of drivers in Switzerland.

U3.2 Civil unrest

Accidents caused by civil unrest (violence against individuals or property due to riotous assembly, affray, commotion or strikes), accidents due to warlike events, breaches of neutrality, revolution, rebellion and uprisings as well as the corresponding countermeasures unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the accident has nothing to do with these events.

U3.3 Requisition

Accidents occurring during the military or official requisition of vehicles.

U3.4 Crimes, offences

Accidents resulting from the intentional commission of crimes or offences or any attempt at same.

U3.5 Natural events

Accidents due to earthquakes, volcanic eruptions as well as changes in atomic nuclear structure unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the accidents have nothing to do with these events.

U3.6 Journeys without permission or authorisation

Accidents arising from:

- 1 Journeys undertaken without official approval;
- 2 Journeys made by drivers who are not in possession of the legal driving licence;
- 3 Journeys made by drivers who are travelling without the accompaniment prescribed by law;
- 4 Journeys made by drivers who are unlawfully carrying passengers;
- 5 Journeys made by individuals who are making unauthorised use of vehicles entrusted to them;
- 6 Journeys made by persons who have misappropriated the vehicle.

However, we do afford insurance cover to insured persons who could not have known of these failings, even by paying dutiful attention.

U3.7 Ionisation

Accidents due to the effect of ionising radiation.

U3.8 Examinations and therapeutic treatments

Injuries to health due to therapeutic treatments and examinations that have not been occasioned by an insured accident.

U4 What insurance benefits do we offer?

U4.1 General

If an insured person becomes the victim of an accident, we will pay the benefits shown in your contract.

U4.2 Circumstances not related to the accident

If unrelated circumstances influence the consequences of an insured accident, the benefits will be determined proportionately on the basis of medical reports.

U4.3 Vehicles carrying too many passengers

If there are more persons in the vehicle than the number permitted according to the registration document, the benefits in cases of disability and death will be paid in the same ratio as that between the number of seats and number of passengers. In this case 2 insured persons below the age of 16 shall be regarded as one person.

U4.4 Relationship to third-party liability insurance

Our benefits (with the exception of treatment costs) will not be set off against third-party liability and recourse claims unless the owner or driver would have to pay all or some of these costs themselves.

If we pay benefits in lieu of a liable third party, the insured person must assign his or her claims to us to the extent of the benefits paid.

U4.5 Treatment costs

If the insurance also covers treatment costs, we will pay the following costs per accident if these costs are incurred within 5 years of the date of the accident. After this time, we will also pay further treatment costs of up to CHF 20,000 for an unlimited period.

a Curative treatment

The necessary expenses for therapeutic treatments administered or prescribed by a qualified doctor or dentist in as far as the hospital costs in a private ward as well as the costs of treatment, accommodation, and board for health cures that are prescribed by a doctor and are carried out with our agreement. Furthermore, the costs of treatment by state approved chiropractors.

b Rooming-in costs

If an insured child has to be hospitalised following an accident, we will also pay the costs of overnight accommodation at the hospital for the parents up to a maximum sum of CHF 10,000.

c Home care

The expenses of home care for services prescribed by a doctor and rendered by certified nursing professionals. Nursing staff provided by nursing associations and home care organisations have the same status but not domestic helps who do not provide nursing services.

d Aids and appliances

The expenses for aids and appliances needed as a result of the accident and which compensate for physical injuries or loss of functions as well as expenses for other necessary materials and items (such as spectacles, contact lenses, hearing aids, prostheses).

No compensation will be paid for the costs of mechanical mobility aids nor for the construction, alteration, renting and maintenance of buildings.

e Property damage

The costs of damage to items replacing a body part or a physical function and caused by an accident. In the case of spectacles, contact lenses, hearing aids and prostheses etc., the insured person can only claim their repair or, if they are unrepairable, their replacement (replacement value) if the bodily injury has been treated by a doctor.

The insurance also covers damage to the clothing and personal effects of private individuals who have made efforts to recover and transport insured persons who have suffered injuries and injured dogs and cats that they are carrying.

f Clothing, personal effects

Up to CHF 5,000 the expenses for cleaning, repairing or, if unrepairable, the replacement (replacement value) of clothing and personal effects that have been damaged or destroyed as the result of an accident occasioning medical treatment.

g Travel, transport and rescue expenses

We will pay the costs of:

- 1 All necessary rescue and recovery measures as a result of the accident;
- 2 All necessary transport as a result of the accident (however, by aircraft only if this is unavoidable for medical or technical reasons);
- 3 Up to a maximum sum of CHF 10,000 for search operations undertaken for the rescue or recovery of the insured person.

h Repatriation costs

The necessary costs of the repatriation of the body to the person's previous place of residence in Switzerland or Liechtenstein (including the costs of any official border formalities). This amount will be paid to claimants who can prove that they have borne these costs.

i Multiple insurance

If the policyholder has multiple insurance with private companies for treatment costs, they will only be reimbursed once altogether. In such cases, our obligation to pay compensation depends on the legal requirements.

No compensation will be paid if the treatment costs are to be borne by Federal disability insurance (IV), Federal military insurance (MV), statutory accident insurance (UVG) or by health insurance (KVG). In these cases, we will supplement the benefits paid under the existing insurance cover.

U4.6 Daily allowance

In the case of incapacity for work, we will pay the agreed daily allowance for each accident for as long as medical treatment lasts and during health cures. In the case of partial incapacity for work, our benefits will be reduced accordingly.

Payment will be made for a period of up to five years from the date of the accident. This period begins when incapacity for work has been established by a doctor, at the earliest, however, three days before the first medical treatment. No compensation will be paid for the day of the accident itself.

Payments will end as soon as the insurer has determined the degree of disability.

Insured persons under the age of 16 will not be paid a daily allowance.

U4.7 Hospital benefit

The agreed hospital benefit will be paid for each accident and for the duration of the necessary hospitalisation and health cure. Payment will be made for a period of up to five years from the date of the accident.

U4.8 Disability

If the accident results in disability that is likely to remain permanent, we will pay the lump-sum disability benefit. This will depend on the degree of disability and the agreed sum insured.

The following principles shall be binding when measuring the degree of disability:

a Contractual degrees of disability

1	In the case of the total loss or complete loss of function of both arms or hands, both legs or feet, an arm or a hand and at the same time a leg or a foot	100 %
2	An upper arm	70 %
3	A lower arm or a hand	60 %
4	A thumb	22 %
5	An index finger	15 %
6	Another finger	8 %
7	A thigh	60 %
8	A lower leg	50 %
9	A foot	40 %
10	Vision in both eyes	100 %
11	Vision in one eye	30 %
12	Vision in one eye if vision in the other eye had already been lost entirely prior to the accident	70 %
13	Hearing in both ears	60 %
14	Hearing in one ear	15 %
15	Hearing in one ear if hearing in the other ear had already been lost entirely prior to the accident	45 %
16	A kidney	20 %
17	Spleen	5 %
18	Sense of smell	3 %
19	Sense of taste	3 %
20	In the case of full incapacity to work as a result of a mental disorder	100 %

In the case of partial loss or partial loss of function the benefit will be reduced proportionately.

b Cases not mentioned

If it is not possible to determine the degree of disability in accordance with the principles above, this shall be done according to the guidelines for measuring loss of bodily functions according to LAI/OAI and the tables in this connection developed by SUVA.

c Maximum compensation

The degree of disability may never be more than 100%.

d Pre-existing physical defects

Complications of the consequences of an accident as a result of pre-existing physical defects do not entitle a claimant to higher disability compensation than would be the case if a physically sound person had suffered the accident. If the body part affected by the accident was already partly or entirely missing or had lost its function prior to the accident, the pre-existing degree of disability calculated according to the above principles will be deducted when determining disability.

e Mental disorders

Compensation for mental or nervous disorders will only be paid if they are due to an organic disease of the nervous system caused by the accident.

f Determining the degree of disability

The degree of disability will be determined on the basis of the condition of the insured person that is considered likely to remain permanent, but this shall be done no later than five years after the accident. The lump sum disability benefit shall be due for payment by the insurer once the degree of disability has been determined.

g Calculating the lump sum disability benefit

The amount of the lump sum disability benefit will be calculated as follows:

- For a degree of disability of up to 25% a percentage of the sum insured will be paid corresponding to the degree of disability;
- For a degree of disability of more than 25% the compensation will be increased in percentages of the agreed sum insured according to the following table.

Degree of disability	Compensation	Degree of disability	Compensation	Degree of disability	Compensation
26%	28%	51%	105%	76%	230%
27%	31%	52%	110%	77%	235%
28%	34%	53%	115%	78%	240%
29%	37%	54%	120%	79%	245%
30%	40%	55%	125%	80%	250%
31%	43%	56%	130%	81%	255%
32%	46%	57%	135%	82%	260%
33%	49%	58%	140%	83%	265%
34%	52%	59%	145%	84%	270%
35%	55%	60%	150%	85%	275%
36%	58%	61%	155%	86%	280%
37%	61%	62%	160%	87%	285%
38%	64%	63%	165%	88%	290%
39%	67%	64%	170%	89%	295%

Degree of disability	Compensation	Degree of disability	Compensation	Degree of disability	Compensation
40%	70%	65%	175%	90%	300%
41%	73%	66%	180%	91%	305%
42%	76%	67%	185%	92%	310%
43%	79%	68%	190%	93%	315%
44%	82%	69%	195%	94%	320%
45%	85%	70%	200%	95%	325%
46%	88%	71%	205%	96%	330%
47%	91%	72%	210%	97%	335%
48%	94%	73%	215%	98%	340%
49%	97%	74%	220%	99%	345%
50%	100%	75%	225%	100%	350%

h Payment in the form of a pension

If the insured person has reached the age of 70 at the time of the accident, the benefit for permanent disability within the meaning of the provisions above will be paid in the form of a lifelong pension of 10% per annum of the lump sum provided for this disability. We will pay the pension every three months in advance.

U4.9 Case of death

If the accident leads to the death of the insured person, we will pay the agreed sum deducting any disability compensation already paid for the same accident.

a Insured persons under the age of 16

For these insured persons, the compensation in the case of death amounts to a maximum sum of CHF 10,000.

b Increase in the benefits in case of death

The benefits will be increased by 50% if an insured person at the time of death leaves at least one child below the age of 18 who is entitled to inherit.

c Beneficiaries

The lump-sum payable on death will be disbursed to the following beneficiaries in the following order of priority:

- 1 the spouse;
- 2 the children and adopted children in equal shares;
- 3 the parents in equal shares;
- 4 the siblings in equal shares;
- 5 the siblings' children in equal shares.

If there are no such beneficiaries, we will pay funeral costs of up to 10% of the lump-sum payable on death.

U4.10 Insurance of dogs and cats being transported

Dogs and cats being transported in the insured vehicle are covered for the following benefits in the case of an insured accident as long as the basic benefits (U4.5 and U4.9) are insured:

a Lump-sum payable on death

The lump-sum payable on the death or euthanasia of an animal as a result of its injuries within one week of an insured accident. For each animal, the benefit is limited to the purchase price paid for the animal including cremation and burial costs with a maximum limit of CHF 2,500. For each insured event.

b Curative treatment

Curative treatment in connection with an insured accident in the amount of the effective costs up to a maximum sum of CHF 2,500 per animal and CHF 5,000 per accident. The costs will be borne subsequent to the benefits paid by any other animal insurance policies held.

U5 What do you particularly have to remember in the case of an accident?

U5.1 Doctor

After an accident, you must consult a qualified doctor as soon as possible.

U5.2 Professional secrecy

Attending doctors must be released from their duty of professional secrecy in relation to ourselves. We may demand that an examination be carried out by an independent medical examiner of our choice.

U5.3 Post mortem

In cases of death, the entitled survivors must grant us authorisation in good time to have a post mortem carried out by a doctor of our choice.

Assistance (If included in your contract)

A1 Who and what is insured?

The insurance covers the vehicle's passengers as well as the vehicle or vehicles shown in your policy with a total weight of up to 3,500 kg and the trailers pulled by the insured vehicle.

A2 What does the insurance cover?

If the insured vehicle is not roadworthy or in the case of an insured event covered by third-party liability, accidental damage or accident insurance, we will pay the following benefits for the costs caused solely by this event:

a Travelling expenses

Up to a total sum of CHF 1,500 for:

1 General travelling expenses

- Journeys by public transport, taxis or other means of transport, or
- A chauffeur to drive the passengers back to their place of residence in Switzerland by the shortest direct route if the onward journey or return journey is no longer possible as a result of an accident, sickness or death on the part of the driver and no other passenger is in possession of the legal driving licence.

2 Costs of hiring a car

For the loss of the vehicle indicated in the policy we will pay the cost of a replacement vehicle of the same type and the same price category, but no more than the following amounts:

In connection with an insured event covered by third-party liability, accidental damage and accident insurance in Switzerland/the Principality of Liechtenstein

Catalogue price including accessories of the insured vehicle	Maximum compensation per day*	Maximum compensation*
up to CHF 30'000	CHF 43	CHF 600
up to CHF 50'000	CHF 60	CHF 900
up to CHF 70'000	CHF 76	CHF 1'100
up to CHF 90'000	CHF 92	CHF 1'300
more than CHF 90'000	CHF 110	CHF 1'500

* including VAT

In connection with a breakdown and an insured event in other foreign countries

Catalogue price including accessories of the insured vehicle	Maximum compensation*
up to CHF 30'000	CHF 600
up to CHF 50'000	CHF 900
up to CHF 70'000	CHF 1'100
up to CHF 90'000	CHF 1'300
more than CHF 90'000	CHF 1'500

* including VAT

In addition to the maximum compensation, the one-way fee will also be paid.

Replacement vehicles can only be arranged if the insured person is in possession of a credit card.

b Costs of overnight accommodation
Up to a total sum of CHF 1,500.

c Recovery costs
For the vehicle and its trailer

d Transport and towing costs
To the nearest suitable garage that comes into question for the work or to a suitable location where the vehicle can be left standing.

e Breakdown assistance
We will pay the costs of breakdown assistance including spare parts for restoring the vehicle's roadworthiness at the place where the damage occurred. Only those parts normally carried by breakdown assistance vehicles are deemed to be spare parts (fuel and vehicle batteries are not insured). Breakdowns include technical defects, damaged tyres, lack of fuel, discharged batteries, vehicle keys locked inside the vehicle as well as lost or damaged keys.

f Shipment costs
For spare parts.

g Repatriation/return costs
We will pay the costs of repatriating/returning the unroadworthy vehicle to the policyholder's place of residence:

- 1 if a repair would involve substantial problems (such as obtaining spare parts);
- 2 if the vehicle cannot be repaired within 24 hours (Switzerland) or within five days based on an expert report (abroad) and if the repair costs and the repatriation/return costs are below the vehicle's current value;
- 3 in the case of theft if the vehicle is found within 30 days of our receiving the written notification of loss.

h Customs duties
for the vehicle, its trailer or vehicle parts.

i Repayable advance on costs
A repayable advance on costs of up to CHF 2,000 in the case of extraordinary events occurring abroad (e.g. high repair bills).

j Car ferries, motorail trains
If you miss a car ferry or an auto train as the result of an insured event, Helvetia will pay the following benefits up to a maximum sum of CHF 1,000:

- The additional costs of a new ticket for car ferries and motorail trains;
- Services that have been booked but not used for the stay of your co-travellers.

k Other costs
Up to CHF 500, such as:

- The cost of telephone calls that you have to make in order to reorganise your journey due to your vehicle becoming unroadworthy or due to an insured event e.g., reservations, informing relatives etc.;
- The costs incurred due to the loss of vehicle registration documents and vehicle documents;
- Garaging costs (storage charges).

The insurance does not cover the costs of materials and further repair costs if they are not mentioned under Article A2 c to h.

Our benefits for assistance will only be paid once for each insured event and cannot be accumulated together with the benefits from accidental damage cover according to Article K 4.3. They are limited to a total sum of CHF 10,000.

A3 What cases are not covered by the insurance?

A3.1 Speed driving events and drives on race tracks and training tracks

Damage due to participation in races, rallies or similar speed driving events including training drives and other drives on racetracks, circuits and other traffic areas used for motorsports.

The insurance covers claims arising from accidents during orientation drives and courses for the further training of drivers in Switzerland.

A3.2 Civil unrest

Damage caused by civil unrest (violence against individuals or property due to riotous assembly, affray, commotion or strikes), damage caused by warlike events, breaches of neutrality, revolution, rebellion and uprisings as well as the corresponding counter-measures unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the damage has nothing to do with these events.

A3.3 Requisition

Damage occurring during military or official requisition of the vehicles.

A3.4 Crimes, offences

Damage as the result of the intentional commission of crimes or offences or any attempt at same.

A3.5 Natural events

Damage due to earthquakes, volcanic eruptions as well as changes in atomic nuclear structure unless owners can credibly show that they or the driver have taken reasonable precautions to prevent the damage or prove that the damage has nothing to do with these events.

A3.6 Journeys without permission or authorisation

Damage due to:

- 1 Journeys undertaken without official approval;
- 2 Journeys made by drivers who are not in possession of the legal driving licence;
- 3 Journeys made by drivers who are travelling without the accompaniment prescribed by law;
- 4 Journeys made by drivers unlawfully carrying passengers;
- 5 Journeys made by persons who are making unauthorised use of the vehicles entrusted to them;
- 6 Journeys made by persons who have misappropriated the vehicle.

However, we do afford insurance cover to insured persons who could not have known of these failings, even by paying dutiful attention.

A3.7 Ionisation

Damage due to the effect of ionising radiation.

A3.8 Recourse and compensation claims/advance of benefits

Recourse and compensation claims made by third parties as well as benefits that have merely been advanced by other insurers.

A3.9 Embezzlement, unlawful appropriation

Damage caused by embezzlement or unlawful appropriation.

A3.10 Service and warranty work

Costs in connection with service or warranty work.

Any further exclusions are listed under the individual benefits.

A4 What are your obligations in the event of a claim?

If assistance is required, you must notify us or our partners without delay.

The insurance does not cover benefits for measures that are not organised or ordered by Helvetia. This exclusion does not apply to the benefits in accordance with Article A2a, b and k.

You must submit the following original documents on request:

- Official certificates and testimonials;
- Receipts, invoices;
- Police reports.

A5 Claims against third parties

If we have paid benefits under this contract for claims that the insured person could also enforce against third parties, the insured person must assign these claims to us up to the amount of the benefits we have paid.

A6 Legal protection

The risk insurer is Coop Rechtsschutz AG, headquartered in 5000 Aarau, Switzerland, Entfelderstrasse 2 (referred to below as "Coop Rechtsschutz" or "CRS").

Insured persons are entitled to claim directly from Coop Rechtsschutz (CRS).

A6.1 Insured persons and vehicles

The insurance covers the vehicle or vehicles shown on the Helvetia motor vehicle policy as well as all users of these vehicles in their capacity as:

- owners of the insured vehicle;
- drivers of the insured vehicle;
- passengers travelling in the insured vehicle.

A6.2 Insured benefits

Coop Rechtsschutz pays the following benefits in the following conclusive list of cases:

- The protection of your legal interests through the legal service of Coop Rechtsschutz;
- payments up to a maximum sum of CHF 50,000, in as far as no special limit has been placed on benefits:
 - the costs of the lawyers engaged;
 - the costs of the experts engaged;
 - the legal and court costs to be borne by the insured person;
 - compensation to be paid to the other side for the costs of litigation;
 - bail money to avoid detention while awaiting trial. This benefit is only paid as an advance and must be refunded to Coop Rechtsschutz.

The insurance does not cover:

- Penalties;
- Damages;
- Costs that a liable third party is obliged to bear.

Compensation for the costs of litigation and for parties' expenses awarded to the insured party must be assigned.

A6.3 Subsidiarity

The claimant is only entitled to the insured benefits if and to the extent that they would not have to be paid by another insurer if this insurance did not exist.

A6.4 Communications

All communications to Coop Rechtsschutz must be directed to their head office in Aarau (info@cooprecht.ch or +41 62 836 00 57) or to one of their branches (Lausanne +41 21 641 61 20 / Bellinzona +41 91 825 81 80).

A6.5 Legal venue

It is agreed that the legal venue shall be the Swiss or Liechtenstein place of residence or domicile of the insured person or Aarau (head office of Coop Rechtsschutz).

A6.6 Giving notification of a legal expenses claim

A legal expenses claim must be notified to Coop Rechtsschutz immediately, in writing if they so require.

Insured persons must support Coop Rechtsschutz in processing the legal expenses claim, providing the necessary powers of attorney and information and passing on any communications they receive without delay, particularly communications from the authorities.

In the event of any culpable breach of these obligations Coop Rechtsschutz may reduce its benefits to the extent that this has caused additional costs. Benefits may be denied in the case of a gross breach of these obligations.

A6.7 Settling a legal expenses claim

After consulting the insured person, Coop Rechtsschutz will take appropriate measures to protect the insured person's interests.

If a lawyer needs to be involved, particularly in court or administrative proceedings or in the case of conflicts of interest, insured persons may suggest a lawyer of their choice. If Coop Rechtsschutz does not agree to this choice, the insured person may suggest three further lawyers, one of whom must be accepted.

Before engaging a lawyer, you must seek the agreement of Coop Rechtsschutz and obtain a cost estimate. If this requirement is disregarded, Coop Rechtsschutz may reduce its benefits.

If there are no valid reasons for changing lawyers, the insured person must bear the costs incurred.

A6.8 Procedure in the case of differences of opinion

In the case of differences of opinion regarding the further procedure, particularly in cases that Coop Rechtsschutz considers to be futile, arbitration proceedings will be initiated at the insured person's request. The arbitrator will be a person to be determined jointly by both parties. Otherwise, the proceedings will be based on the intercantonal agreement concerning arbitration.

If any insured persons take legal action at their own expense, the contractual benefits will be paid if the result in the main proceedings is more favourable than in the estimation of Coop Rechtsschutz.

A6.9 Insured legal expenses claims

- Enforcement of extra-contractual damages against the originator or the originator's third-party liability insurer
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time when the damage was caused
 - Special points:
 - Minimum value in dispute CHF 500;
 - The insurance does not cover: the defence of claims for damages and the enforcement of purely financial loss (without associated bodily injury or property damage).
- Legal disputes with insurance companies or health insurance funds in connection with a traffic accident.
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the insured event
 - Special points:
 - Minimum value in dispute CHF 500.
- Criminal proceedings against an insured person in connection with a traffic accident
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the unlawful act
 - Special points:
 - The insurance does not cover cases in connection with drunk driving with a blood alcohol level of more than 1.6 per mille or driving under the influence of drugs;
 - If charges are brought due to an intentional offence we will bear the costs only after an acquittal.
- Administrative proceedings in connection with a traffic accident
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the unlawful act
 - The insurance does not cover:
 - The costs of medical examinations to clarify fitness to drive;
 - Cases in connection with drunk driving with a blood alcohol level of more than 1.6 per mille or driving under the influence of drugs nor cases involving the reacquiring of a driving licence.

A6.10 Exclusions

Legal expenses will not be borne:

- In cases occurring before the inception of the legal expenses insurance;
- In cases among insured persons, with Coop Rechtsschutz or its governing bodies or with official representatives;
- In cases in connection with the intentional commission of a criminal offence and intentionally caused legal expenses cases;
- In the cases set out in Article A3.2 "Civil unrest";
- In cases in connection with assigned claims;
- In all legal expenses cases and capacities not specifically mentioned;
- In the case of journeys in accordance with Article A3.1 "Speed driving events and drives on racetracks and training tracks";
- In cases in connection with insured vehicles for paid passenger transport or for driving schools;
- In cases involving hired vehicles.

Additional Standard Terms of Insurance (STI) for Motor Vehicle Insurance Contracts governed by Liechtenstein law

Edition of February 2009

1. In derogation from the terms of its underlying, product-related STIs, this contract shall be governed by Liechtenstein law, particularly the Insurance Contract Act (VersVG) dating from 16 May 2001. Its mandatory provisions shall prevail over conflicting contractual terms. This particularly affects the provisions regarding:
 - The insurer's obligation to provide information (Art. 3 VersVG).
 - The breach of the duty to notify (Art. 6 para. 1 VersVG).
 - The reminder period in the case of late payment of the premium (Art. 17 para 1 VersVG).
 - Notification to the policyholder regarding a unilateral amendment to the contract (Art. 19 para. 1 VersVG).
 - The divisibility of the premium (Art. 21 VersVG).
 - An increase in the risk (Art. 24 et seq. VersVG).
 - Notice of termination in the event of a claim (Art. 36 VersVG).
 - The limitation period (Art. 38 VersVG).
 - The sale of the insured item (Art. 50 paras. 3 and 4 VersVG).
2. The provision concerning the legal venue shall be deemed superseded and replaced by the following wording:

For disputes arising from insurance contracts, any agreement concerning a foreign court shall be null and void if the policyholder lives in the Principality of Liechtenstein or if the insured interest is situated there. The legal venue for litigation under the aforementioned contracts shall be Vaduz.
3. According to the provisions of the STIs, the insurer is Helvetia Swiss Insurance Company Ltd domiciled in St.Gallen, a limited company under Swiss law.
4. The competent supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), 3003 Bern, Laupenstrasse 27. In the case of complaints about the company the policyholder can contact this authority.
5. In addition to and in partial derogation from the Motor Vehicle STIs the following shall apply:
 - Applicants remain bound by their applications for two weeks. This shall remain subject to a different agreement in the individual case and the setting of a shorter period by the applicant. The period shall commence as soon as the application is handed over or sent to Helvetia Swiss Insurance Company Ltd or its representative. (Art.1 VersVG).
 - Before the application for insurance is submitted, Helvetia Swiss Insurance Company Ltd must provide the applicant with the information specified in Annex 4 to the Liechtenstein Law on Insurance Supervision. This information is to be found in these additional STIs, in the STIs applicable to the policy in question, in the accompanying application and in the corresponding policy or addendum.

Applicants are hereby notified that they are not bound by their applications if Helvetia Swiss Insurance Company Ltd has not complied with its obligation to provide this information. After the contract has been concluded, policyholders may cancel the contract if they have not been supplied with the said information. The right of cancellation expires 4 weeks after the receipt of the policy, including this information concerning the right of cancellation (Art. 3 VersVG).
 - If a vehicle owner resident in the Principality of Liechtenstein moves to a country of the European Community or registers foreign number plates for the vehicle in this country, liability cover shall remain effective, in amendment of Article G2.8.
 - Irrespective of the sum(s) insured and shown in the policy, the minimum insured sums apply per accident in the case of vehicles registered in the Principality of Liechtenstein, are according to the Vehicles Insurance Ordinance (Verkehrsversicherungsverordnung), Art. 3.
 - The policyholder may request a claims history statement or a no-claims certificate from Helvetia at any time. Helvetia must comply with such a request within 15 days.

Explanation of terms

There is often disagreement between parties to a contractual dispute because while both parties have agreed on a certain term, they each interpret it differently. We will therefore explain the most important expressions here in alphabetical order.

Accessories (accidental damage insurance)	Accessories are movable items. They are items that are used exclusively for or with the insured vehicles. Examples: spare wheels, snow chains, warning triangles.
Bodily injury (liability)	Claims for damages of third parties made against insured persons on the basis of statutory liability for causing death, injury or other damage to the health of individuals.
Bonus system	The bonus system valid for the contract is shown in the policy. Helvetia determines the bonus level on the conclusion of the contract. The bonus level is incremented for each insured event occurring in the observation period and for which we pay compensation.
Catalogue price	The official list price at the time of production of the vehicle, the equipment and the accessories. If there is no catalogue price, the price paid for the brand-new vehicle, the equipment and the accessories will apply.
Commercial transportation of passengers or hire	The vehicle is used for a commercial purpose if official approval is required for the type of use in question (transportation of passengers or hire).
Current value	The current value is equivalent to the amount that could be realised on the valuation date (date of the insured event) on the sale of the undamaged vehicle taking account of the equipment and accessories, the period of operation, the mileage, marketability, the condition of the vehicle etc. If no agreement can be reached with regard to the current value, the valuation guidelines for road vehicles and trailers of the "Schweizerischer Verband der neutralen freiberuflichen Fahrzeug-Sachverständigen" (+Vffs) (Swiss association of neutral professional vehicle experts) shall be authoritative.
Equipment (accidental damage insurance)	Equipment belongs to the features and the function of the vehicle. It has a close intrinsic connection with the vehicle and forms a factual unit with the vehicle. In addition it is adapted to the vehicle in terms of form and consistency. Examples: sun roofs, spoilers
Gross negligence	According to court rulings, someone acts with gross negligence if they do not observe the most elementary principles of caution that any reasonable person would follow in the same situation and in the same circumstances.
Joy rides	The misappropriation of the vehicle. The owner of the vehicle will not have to bear any loss if the owner is not to blame for the misappropriation.
Liability	The statutory obligation to take responsibility for damage that one has inflicted on a third party.
Obligations	Obligations in the case of a claim means how insurance customers have to behave on the occurrence of the feared event and all the things that they have to do.
Property damage (liability)	Claims for damages of third parties made against insured persons on the basis of statutory liability for causing damage to or the destruction of property. Death, injury or other damage to the health of animals are on a par with property damage.
Year of operation (accidental damage insurance)	12-month period calculated from the date of the vehicle's first registration Calculated on a pro rata basis during a year of operation.
Works traffic	Works traffic refers to the transportation of goods for a company's own purposes, where the following conditions are met: a) the transported goods must be the property of the company or be sold, purchased, rented, leased, produced, obtained, processed or repaired by it; b) the transportation must serve the delivery of the goods to the company, their dispatch from the company, their transfer within or – for own use – outside the company; c) the vehicles used for the transportation must be operated by the company's own staff, employed by the company itself; d) the vehicles used to transport the goods must belong to the company or must be acquired by it by means of a hire purchase or rental agreement; e) the transportation must only be an auxiliary activity within the context of the company's overall activity.

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