

# baloisedirect

# Motor Vehicle Insurance

Product Information and Terms and Conditions

Edition D 2014

## 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 on page 5

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Dear Customer

The first part of this document contains the **Product Information section** and the second part contains the **Terms and Conditions**.

The **Product Information section** is intended to help you understand your insurance contract documents. The **content and scope of each party's rights and obligations in respect to the other party are exclusively governed by your insurance contract and the Terms and Conditions (T&C)**.

**Your insurance contract is governed by Swiss law, specifically the Swiss Federal Law on Insurance Contracts (VVG).**

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## We make driving safer for you.

For example, thanks to our:

- Emergency telephone number 00800 24 800 800  
24-hour service available to you in the event of an emergency or claim
- Selected partner companies  
offering professional claims services, including exclusive additional services
- Safety Package  
including gross negligence cover

Further safety advice can be found at:  
[www.baloise.ch](http://www.baloise.ch)

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## 1. Contracting party

Your contracting party is Baloise Insurance Ltd, hereinafter referred to as Baloise. Baloise headquarters are located at Aeschengraben 21, P.O. Box, CH-4002 Basel.

You can find us online at:  
[www.baloisedirect.ch](http://www.baloisedirect.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 general guide. A full general description of the insurance cover and its restrictions can be found in the Terms and Conditions. Your insurance application contains the details of your insurance cover and personal information such as the agreed insured amount.

The following benefits can be included under the cover:

→ **Compulsory third-party liability**

Baloise covers damage to property (e.g. vehicles) of third parties and injury to persons caused with your vehicle by you as the registered keeper/driver or by a person for whom you are responsible. We will indemnify you for justified claims asserted and in the defence of unjustified liability claims asserted against you.

→ **Part comprehensive cover**

We indemnify you for damage to the insured vehicle caused by fire, natural hazards, vandalism, glass breakage, marten bites, collisions with animals and theft. If necessary, we will also bear the cost of salvaging the vehicle in these cases.

→ **Collision insurance**

Damage from collision, scratching or marking of the vehicle is insured. This cover can only be concluded in combination with part comprehensive cover (part comprehensive + collision insurance = fully comprehensive cover).

→ **Additional benefits for optional inclusion:**

> **SOS service**

On-site breakdown service and towing of the insured vehicle, arranging and paying for the trip home for all occupants, overnight accommodation if necessary and return transport of the vehicle if it is unroadworthy in the event of breakdowns, accidents, theft or natural hazards.

> **Parked vehicle damage**

Damage to your vehicle while parked caused by unknown persons.

> **Headlights**

Damage to headlights, tail lights and indicator lights.

> **Safety Package**

- Gross negligence: Baloise waives its statutory right of recourse and/or reduction if the insured event is caused by gross negligence.
- Psychological care after a serious accident
- Assumption of costs for driving safety training/driving lessons following a serious accident
- Costs for replacing keys and changing locks

Baloise will not waive the right to recourse and reduction if the incident was caused by the driver while intoxicated or otherwise unfit to drive or while excessively speeding (racing). In such cases, payments will also not be made for counselling or driver safety training.

#### > Personal effects carried in the vehicle

Damage to personal effects carried with you in the vehicle.

#### > Motorcycle gear

#### > Accident insurance

The vehicle's occupants are insured in the event of an accident as defined under the Federal Law on Accident Insurance (UVG) occurring during use of the vehicle.

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

### 3. Geographical scope

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 specified in the insurance contract.

### 5. Duration of insurance cover

The insurance is concluded for an indefinite term. Upon expiry of the minimum term stipulated in the insurance contract, it may be terminated in writing subject to three months' notice, effective at the end of each calendar year.

### 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.

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.

If the insurance contract expires before the end of an insurance year, Baloise will refund the paid premium to you on a pro-rata basis. In derogation of the above, the premium for the ongoing insurance term at the date the contract is terminated is owed in full if:

- you terminate the insurance contract within 12 months after its conclusion because of a claim;
- the comprehensive insurance contract lapses because of a total loss indemnified by Baloise.

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

### 7. Payment default and its consequences

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 third-party liability module, we are required to inform the Vehicle Licensing Office responsible and your licence plates will be confiscated.

Insurance cover can be reinstated upon complete 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 stated in the reminder notice unless Baloise demands payment of the outstanding premium (debt collection and enforcement).

### 8. Your other obligations

You must answer the questions on the application form truthfully and completely (pre-contractual duty of disclosure) and, during the term of your insurance contract, notify us of any changes to the information contained in the application form and that are relevant for the assessment of risk (increase of risk).

In the event of a claim, please report it immediately to Baloise Customer Service, which is available 24 hours a day from anywhere in the world by calling this number: 00800 24 800 800 (fax +41 58 285 90 73) or +41 58 285 28 28 from outside Switzerland if you are unable to get a connection.

Please notify the police immediately in the case of theft or if persons or wild animals are injured or killed in a traffic accident. For other traffic accidents, you must inform the person who has sustained damage and the police if you are unable to contact the injured party. 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 at [www.baloisedirect.ch](http://www.baloisedirect.ch).

During and after an occurrence of loss, you must make arrangements for the preservation of the insured item 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 any and all information about the loss and any supporting details needed to substantiate the claim for indemnity (duty to inform).

If you culpably violate any of these obligations, Baloise can cancel the insurance contract. If the culpable violation of obligations influences the occurrence or scope of the loss, Baloise is entitled to reduce or even refuse benefits.

### 9. Culpable inducement of an insured event

You will receive full benefits if the loss was caused by simple 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, in the case of third-party insurance, take 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 from end of calendar year   | End of calendar year  |
|                          | Claim for which Baloise has paid benefits                             | <b>Insurer:</b><br>No later than the pay-out date<br><br><b>Policyholder:</b><br>No later than 14 days after learning of the pay-out | 30 days after the insurer receives the notice of termination<br><br>14 days after the policyholder receives the notice of termination |
| Policyholder             | Increase in premiums and deductibles due to rate changes, for example | Before changes take effect   | Date when changes take effect   |
|                          | Increase in premium due to significant increase of risk               | 30 days after the notice regarding the increase in premium has been received   | 30 days after the notice of termination has been received   |
|                          | Breach of the pre-contractual duty of disclosure under Art. 3 VVG     | 4 weeks after learning of the breach; no later than 1 year after the conclusion of the contract                                      | On receipt of the notice of termination   |
| Insurer                  | Breach of pre-contractual obligation to provide information           | 4 weeks after learning of the breach   | On receipt of the notice of termination   |
|                          | Significant increase in risk  | 30 days after the notice regarding the increase in risk has been received  | 30 days after the notice of termination has been received   |
|                          | Insurance fraud   | None   | On receipt of the notice of termination   |

In general, the party or parties can terminate either just a part of the contract affected by amendments or the entire insurance contract. The notice of termination must be given in writing.

| Grounds for termination  | Termination date                                      |
|--|---|
| Foreign licence plates are fitted to the vehicle or the policyholder takes residence abroad (other than in the Principality of Liechtenstein). | Upon fitting of licence plates or change of residence |
| 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, accurately and properly. In processing your data, we comply with the Swiss Data Protection Act (FADP).

**Consent clause:** Your insurance application contains a consent clause in which you authorise us to process data in compliance with the law.

**Data processing:** «Processing» means any processing of personal data, regardless of the means or procedures used, particularly the acquisition, retention, use, manipulation, disclosure, archiving or destruction of data. We process data that is relevant for concluding and implementing contracts and for setting claims. This data mainly consists of the information you provide on your insurance application and notice of claim. 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.

**Data interchange:** In the interest of all policyholders, data may be shared with domestic and foreign prior insurers and reinsurers under certain circumstances. To provide you with reasonably priced, comprehensive insurance cover, some of our services are provided by legally independent foreign and domestic companies. Therefore, to achieve the intended purpose of the contractual relationship, we must share your data in and outside the Group in compliance with legal regulations.

**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 is registered in the «CarClaims-Info» database. «CarClaims-Info» is able to check whether a registered vehicle claim has already been paid out by another insurance company. If fraud is suspected, 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 discretion 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 be corrected.

## 12. Complaints

If you have a complaint, please contact:

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

Tel.: 00800 24 800 800  
Fax: +41 58 285 90 73  
E-mail: [complaint@baloise.ch](mailto:complaint@baloise.ch)

# Terms and Conditions

## Third-party liability insurance

### For damage you cause to others

#### Insured events, benefits and persons

##### Insured events

###### H1

Potential liability claims arising under road traffic law.

##### Insured benefits

###### H2

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

###### H3

Cover is limited to CHF 100 million per claim. For insured events in countries within the geographical scope of cover where higher insured amounts are prescribed, the statutory minimum insured amount 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.

##### Insured persons

###### H4

The registered keeper, driver and persons for whom the keeper is responsible under the Road Traffic Act.

##### Subsidiary cover for hire vehicles

###### H5

Within the scope of the other provisions of this contract, insurance cover is provided for liability claims against the policyholder and his or her cohabiting life partner in the capacity of driver of a hired vehicle.

###### H6

This cover applies only if the following conditions are met:

- The insurance applies exclusively as a supplement to existing compulsory third-party 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 hired vehicle is registered in a country that is within the geographical scope, as defined under A11, and will only be used in the countries specified under A11.

#### Not covered

###### H10

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

###### H11

→ by the registered keeper against persons for whom he or she is responsible;

###### H12

→ by the keeper's spouse, registered partner, forebears, descendants or cohabiting siblings against the keeper;

###### H13

→ for damage to the vehicle itself, trailers and property carried therein (other than luggage).

###### H20

##### Excluded uses

The insurance does not cover claims by injured parties arising from

###### H21

→ the use of the vehicle in contravention of the applicable road traffic law

###### H22

→ the use of the vehicle without the requisite official approvals

###### H23

→ the carriage of hazardous cargo, as defined by Swiss Road Traffic Act

###### H24

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

###### H25

→ commercial passenger transport requiring a permit

###### H26

→ 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 required insurance exists for the event in question

###### H27

→ 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.

###### H30

##### Other exclusions

###### H31

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

###### H32

**If the same driver causes several accidents resulting from driving while under the influence of alcohol or at excessive speed, said driver will not be covered under this contract as of the second accident. Driving while under the influence of alcohol is defined as having 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.**

###### H40

**No benefits are payable under subsidiary cover for hire vehicles:**

###### H41

→ if there is no compulsory third-party liability insurance in force for the hired vehicle, if no benefits are payable under such insurance, or if the insurer is entitled to reclaim benefit paid to a person insured under the present contract.

**H42**

→ if, in addition to the compulsory third-party liability insurance covering the hired vehicle, another third-party liability insurance provider is obligated to provide cover for the same claim.

**H43**

→ for damage to the hired vehicle and items transported therein (including, luggage)

**H44**

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

## Comprehensive insurance

### For damage to your own vehicle

#### Insured events, items and benefits

##### Insured events

##### Part comprehensive insurance

**TK1**

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

**TK2**

→ Loss, destruction of or damage to the vehicle as a result of theft, use without permission, robbery or misappropriation in terms of 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)

**TK3**

→ 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

**TK4**

→ 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

**TK5**

→ 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. Working materials that are used as a replacement for glass are also insured.

**TK6**

→ collision with animals on public roads

**TK7**

→ marten bites, including consequential damage

**TK8**

→ 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

**TK9**

→ rendering aid to accident victims.

#### Collision insurance

**KK1**

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

**KK2**

→ collision (a sudden, violent external impact)

**KK3**

→ scratching or marking of the vehicle.

**KK4**

**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 collision insurance cover with Baloise, however, at the latest 14 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 determined at fair value but is limited to a maximum of CHF 120,000 for passenger vehicles and CHF 20,000 for motorcycles. The deductible for collision insurance is CHF 1,000.

#### Insured items and insured persons

**K1**

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

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**

The authorised driver is co-insured.

#### Insured benefits

**K3**

**Repairs:** the insurance covers the costs for repairs carried out due to damage (the repair costs shall reflect the vehicle's current market 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. We reserve the right to apply K31.

The policyholder is entitled to have the amount calculated by Baloise paid out to him or her and can select the repair workshop. We reserve the right to apply K31.

**K4**

**Total loss:** A total loss is deemed to have occurred if repair costs exceed the fair value (K5) of the vehicle, or 80% of the fair 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.

**K5**

**Indemnification in the case of a total loss:** The fair value of the vehicle is insured under K6 and K7. If the contract includes a replacement value supplement, additional indemnification above the fair value is paid under K8. The value of the unrepaired vehicle (scrap value) is deducted from the indemnified amount.

**K6**

**Determining the fair-value indemnity amount:** The fair value of the vehicle is the value of the vehicle (vehicle and additional equipment) at the time of the loss occurrence 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).

**K7**

**Fair-value indemnification in the case of theft:** In the event of a total loss due to theft of a passenger car or motorcycle with less than ten years of service, compensation is paid as a percentage of the list price (at the time of manufacture) of the vehicle and additional equipment according to the following scale (fractions of a year are applied on a pro-rata basis).

| Year | Indemnity | Year | Indemnity |
|------|-----------|------|-----------|
| 1.   | 92 – 80%  | 6.   | 40 – 34%  |
| 2.   | 80 – 68%  | 7.   | 34 – 28%  |
| 3.   | 68 – 56%  | 8.   | 28 – 24%  |
| 4.   | 56 – 47%  | 9.   | 24 – 20%  |
| 5.   | 47 – 40%  | 10.  | 20 – 16%  |

K6 applies to the indemnification limits and all other cases of total loss due to theft.

**K8**

**Calculation of the GAP insurance indemnity:** If the insurance contract includes GAP insurance, additional GAP compensation above the fair value (K6 and K7) is paid. The amount paid is equal to 20% of the list price (at time of manufacture) of the vehicle and additional equipment for the first seven years of service. This is reduced to 10% of list price from the 8th to 14th year of service. The maximum amount paid out for the vehicle's fair value plus the GAP amount is equal to the actual purchase price paid. After the 15th year of service, the indemnity is limited to the fair value.

### Additional benefits if a passenger vehicle (hereinafter “vehicle”) is repaired by a Baloise partner company

**K10**

If in the event of a claim, the vehicle is repaired by a Baloise partner company, Baloise will provide the following additional benefits:

**K11**

→ collection and delivery service;

**K12**

→ a warranty that the repairs are without technical fault;

**K13**

→ loan of a courtesy vehicle while your vehicle is being repaired;

**K14**

→ cleaning of the vehicle;

**K15**

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

**K16**

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

**K17**

These additional benefits are only provided if Baloise Customer Service is notified in the event of a claim via the number **00800 24 800 800** and arranges the above services through a Baloise partner company.

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### Not covered

**K20**

Damage to the vehicle while it is being used for one of the excluded uses defined under H20 to H27. H31 and H32 also apply analogously to damage to the vehicle. However, with fully comprehensive insurance, H32 applies to the policyholder only. If an uninsured accident as defined in H32 is caused by another driver, Baloise provides all the benefits to the policyholder, but in derogation of K2, is entitled to recover this from the driver causing the damage.

**K21**

In the case of damage caused by martens, Baloise shall provide no additional benefits in accordance with K10 – K17

**K22**

Personal effects carried in the vehicle

**K23**

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

**K24**

Wear and tear and operational damage

**K25**

Damage caused by low oil, 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

**K26**

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, earthquakes, volcanic eruptions or changes in the nuclear structure of atoms

**K27**

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

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### Restrictions on benefits

**K30**

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.

**K31**

Waiver of repairs: The amount of indemnity is based on a calculation of repair costs according to prevailing regional market rates. If the pol-



icyholder prefers to be paid in cash, Baloise will pay indemnity equal to 90% of the repair costs determined by an automotive expert, excluding VAT.

**K32**

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

**K33**

Towing and recovery costs are only covered to the extent that they are not covered by a membership service (e. g. by TCS) or a mobility guarantee (e. g. from the manufacturer or importer) or other insurance.

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## Obligations

**K40**

Cases of theft and robbery must be reported to the police. Collisions with animals on public roads must be reported to the police.

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## Supplementary cover

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### Insured events and benefits

**SOS service****SOS1**

The following services (exhaustive listing) are provided in the event of theft, breakdown, accident or natural hazards (falling rocks, landslides, avalanches, snow pressure and sliding snow, gales (winds of 75 km per hour or more), hail, high water levels and flooding); service terms applicable within Switzerland also apply abroad within 50 km of the Swiss border:

**SOS2**

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

**SOS3**

→ return travel for all occupants (including dogs and cats travelling in the vehicle) 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) according to an 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;

**SOS4**

→ 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;

**SOS5**

→ 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;

**SOS6**

→ disposal and customs duties: If the cost of return transport exceeds the fair value of the vehicle, trailer or caravan, Baloise will arrange

for the disposal and pay customs duties. The applicable value is the fair value after the insured event;

**SOS7**

→ return transport of a trailer or caravan in the event of theft or unroadworthiness of the vehicle towing it;

**SOS8**

→ a hire car of the same category for at most eight days to continue a journey (instead of return travel costs) in the event of an incident abroad, if the vehicle cannot be repaired within five days according to an expert opinion. The benefits are limited to CHF 150 per day and up to a maximum of CHF 1,200.

**SOS9**

Return of the insured vehicle by chauffeur in the event of the driver's illness, accident or death, if none of the passengers can drive the vehicle back themselves.

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### Obligations and restrictions on benefits

**SOS11**

Baloise Insurance Customer Service must be notified immediately in the event of a claim.

**SOS12**

Baloise Insurance Customer Service:  
 ☎ 00800 24 800 800, available in Switzerland and from abroad  
 If it is not possible to reach 00800 24 800 800 from abroad, the following number should be called: +41 58 285 28 28.

**SOS13**

Benefits will only be paid if the measures have been approved by Customer Service.

**SOS14**

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

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### Not covered

**SOS21**

The exclusions under H20 to H27, H30 to H32 and K20 to K27 also apply.

**SOS22**

Cost of repairs and replacement parts.

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### Insured events and benefits

**Z1**

**Damage to the parked vehicle:** 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 date the damage is reported is the crucial date.



**Z2**

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

**Z3**

### Safety Package

#### → Gross negligence

For liability and comprehensive insurance, in the event that the insured event is caused by gross negligence, Baloise waives its statutory right of recourse or reduction and the exclusion clause under TK2 for grossly negligent action or omission.

#### → Psychological support

Costs for psychological support by a qualified medical doctor or psychologist following an insured serious accident. Compensation based on actual costs.

The cost must be documented with receipts and supporting documents.

The benefits provided by Baloise are limited per event to the amount stipulated in the insurance contract.

Insurance cover extends to the driver of and passengers in the vehicle involved in the accident.

#### → Driver safety training/driving lessons

Costs for completing driving 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 accident.

Compensation based on actual costs.

The cost must be documented with receipts and supporting documents.

The benefits provided by Baloise are limited per event to the amount stipulated in the insurance contract.

Insurance cover extends to the driver in the vehicle involved in the accident.

#### → Costs for replacing keys and changing locks

Costs due to loss or theft of or damage to the vehicle keys, incl. re-programming of the immobiliser. Payments are limited per incident to the amount indicated in the insurance agreement.

**Z4**

**Personal effects carried in the vehicle:** For 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. A maximum of 10% of this amount is payable for tape cassettes, CDs, DVDs and MP3 players.

**Z5**

**Motorcycle gear:** For covered partial comprehensive and/or collision losses, the following motorcycle safety gear items are also covered (replacement value): helmets, motorcycle suits and rain suits including armour, boots and gloves. In case of theft, the protective gear must have been in a fully locked container securely attached to the motorcycle. Theft of a helmet is also covered if the helmet was locked to the motorcycle with a helmet lock.

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### Not covered

**Z11**

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

**Z12**

The exclusions under K20 to K27 also apply. The exclusion under K22 applies only to damage to a parked vehicle in accordance with Z1.

**Z13**

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

**Z14**

**Safety package:** The right to recourse and reduction will not be waived if the insured party caused the damage while drunk or otherwise unfit to drive or while blatantly speeding (as defined in Art. 90 (4) of the Swiss Road Traffic Act). In such cases, payments will also not be made for psychological support or driver safety training.

### Accident insurance

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#### Insured persons and events

**U1**

Occupants of the vehicle are covered in the event of an accident as defined under the Federal Law on Accident Insurance (UVG) occurring during use of the vehicle, while getting into or out of the vehicle, while making repairs or adjustments to the vehicle or while rendering aid to others while travelling. Under the accident insurance cover, Baloise waives its statutory right to reduce benefits in the event of gross negligence.

#### Insured benefits

**U2**

**Death benefit** according to the amount stipulated in the insurance contract in the event of death as the result of an accident within five years after the accident. Any indemnity for damage to integrity already paid for the same accident is deducted from the death benefit. In the event of the death of the policyholder, the benefit is paid to the person designated in the insurance contract. In the event of the death of other occupants, the benefit is paid to the decedent's community of heirs (to the exclusion of the state). The same applies if the policyholder has not designated a beneficiary or if the beneficiary is already deceased at the time of the policyholder's death.

**U3**

**Indemnity for damage to integrity** in the event of a presumed life-long bodily or mental impairment provided this commences within five years after the accident. The benefit is paid as a percentage of the amount stipulated in the insurance contract based on the degree of injury. The degree of injury is determined according to the principles set out under the UVG.

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### Not covered

**U11**

Accidents occurring during civil unrest, war, earthquakes, volcanic eruptions or changes in the nuclear structure of atoms.

**U12**

The exclusions H20 to H27 and H30 to H32 likewise apply. In the case of accident insurance, the exclusion of coverage as defined under H32 only applies to the driver causing the accident. All other occupants remain insured.

## Restrictions on benefits

### U21

Benefits are reduced proportionately if the health impact is only partially a consequence of the accident.

### U22

The death benefit for the death of a child whose age at the time of death was under

→ two and a half years: CHF 2,500;

→ twelve years: CHF 20,000 for all accident policies with Baloise.

If the insurance contract stipulates a lower death benefit, then the lower amount applies.

## General provisions

### A10

#### Geographical scope

### A11

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, insurance cover remains in effect provided the departure and destination points are both within this territory.

### A20

#### Period of cover

### A21

The insurance cover commences on the date specified in the insurance contract.

### A22

The insurance is concluded for an indefinite term. Upon expiry of the minimum term stipulated in the contract, it may be cancelled in writing effective at the end of each calendar year subject to three months' notice. Cancellation is effective if Baloise receives notice no later than 30 September.

### A23

The insurance expires

### A24

→ at the end of the insurance year if the policyholder relocates or registers the vehicle abroad (except in the Principality of Liechtenstein).

→ on the date of deposit of the previous licence plates if the policyholder affixes foreign licence plates to the vehicle (registers the vehicle).

### A25

→ bankruptcy proceedings are initiated against the policyholder.

### A26

Termination of contract in the case of an insured event

### A27

After each insured event for which Baloise is required to provide benefits,

→ the policyholder may terminate the contract no later than 14 days after learning of the payment and

→ Baloise may terminate the contract no later than at the time of payment

Expiry of insurance cover

→ If the policyholder terminates the contract, insurance cover will expire 14 days after Baloise receives the notice of termination.

→ If Baloise terminates the contract, insurance cover will expire 30 days after the policyholder receives the notice of termination.

### A30

#### Bonus and malus

### A31

Premiums for the third-party liability and collision modules depend on the claims history.

### A32

If the insurance contract has been in force for at least six months and no claims occur during the observation period (1 October to 30 September of the following year), then the premium for the calendar year following the annual observation period is calculated according to the next-lower premium level.

### A33

If a claim occurs during the observation period and the insured is at fault, then the premium for the following calendar year increases by four levels. The applicable date is the date Baloise is informed. Any increase applies only to the relevant module for the given claim. In the case of damage caused by unknown third parties and damage as a result of scratching or marking of the vehicle under KK3, the downgrade occurs regardless of fault. Damage to parked vehicles does not result in downgrading in the collision insurance if supplementary cover has been taken out for damage to parked vehicles under Z1.

### A34

If a claim is found to be without consequences or if Baloise's expense is reimbursed, then no downgrade is applied.

### A35

The bonus-malus system comprises the following levels (as percentages of the base 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 |       |     |

### A36

The highest level for third-party liability insurance is 24 and 15 for collision insurance.

### A37

Insurance with bonus protection: If bonus protection is agreed in the insurance contract on occurrence of a loss event, the premium level will not change for the following year for the first claim per module

and observation period. Further claims under the same module and observation period will result in a downgrade in accordance with A33.

**A40**

### Changes to risk and contract amendments

**A41**

#### Duty of disclosure

The policyholder must notify Baloise without delay if the facts documented in the insurance contract change.

**A42**

In the event of increased 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 policyholder has the same right to terminate the contract if he or she does not consent to the premium increase. In either case, Baloise is entitled to a premium adjusted in accordance with its rates from the moment of the increase in risk until termination of the contract.

**A43**

If Baloise is culpably not notified of an increased risk, any claim may be reduced or refused insofar as the occurrence or extent of damage was affected by the increased risk.

**A44**

In the event of reduced risk, the premium will be reduced by an amount equal to the amount by which the previous premium exceeds the premium corresponding to the new risk level in accordance with the standard rates.

**A45**

If Baloise changes its rate schedule, the premium level system or the deductible rules, it may 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.

**A46**

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.

**A47**

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

**A50**

### Exchangeable registration plates

**A51**

The insurance covers the car to which the exchangeable registration plates are attached.

**A52**

For the vehicle without registration plates, the insurance covers damage occurring on a road open exclusively to private use or in a parking garage. The SOS Service module is excepted.

**A53**

If both vehicles are used simultaneously on roads open to public traffic, no insurance cover is provided.

**A54**

Transition from an interchangeable licence plate to a single licence plate: Under the part comprehensive module, the insurance cover remains in place for the vehicle not being used during the period of

deregistration, up to a maximum of six 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.

**A60**

### Deposit of licence plates

**A61**

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

**A62**

For the part comprehensive module, insurance cover continues for up to six months during the term of the deposit. A credit is given for the pro-rated premium upon resumption of the insurance contract.

**A63**

If licence plates are deposited, then the unused premium less a processing charge is credited on a pro rata basis upon resumption of the insurance contract.

**A70**

### Transfer of insurance to a substitute vehicle

**A71**

If the competent authority approves the use of a substitute vehicle, then the insurance (with the exception of the part comprehensive cover which applies to both vehicles) covers only the substitute vehicle. Insurance cover for the substitute vehicle is limited to 30 consecutive days.

**A80**

### Recourse and reduction of benefits

**A81**

Baloise may reclaim your benefits arising from liability insurance in full or in part if it is entitled to do so as a result of legislation or the contract. With other classes of insurance, Baloise may reduce or deny your benefits if the damage is the result of gross negligence or wilful intent.

**A82**

In the event of traffic accidents or theft, pursuant to Z3, Baloise waives its right to recourse or to reduce the benefits, provided that such supplementary cover is insured.

**A90**

### Premiums, deductibles and fees

**A91**

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

**A92**

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. Accordingly, 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.

**A93**

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

**A94**

The agreed deductible is owed for 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.

**A95**

No deductible is owed:

- in case of joyrides, provided the registered keeper is not at fault for the misappropriation;
- under the third-party liability insurance, provided neither the registered keeper nor the driver is at fault;
- under the collision insurance, provided neither the registered keeper nor the driver is at fault. Damage caused by unknown third parties or through scratching or marking 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.

**A96**

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

**A97**

Additional administrative costs caused by the policyholder must be borne by the latter. Baloise may also charge such costs in the form of a flat-rate fee (See Schedule of Costs at [www.baloise.ch](http://www.baloise.ch)).

**A100**

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 contract, the entitled party may terminate the entire contract or request the amendment of the whole contract.

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