

General Insurance Conditions (GIC)

Motor vehicle fleet insurance /

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Key points at a glance

This overview informs you in accordance with Art. 3 of the Federal Act on Insurance Contracts about the material content of the insurance contract. The contracting parties' rights and obligations come into effect when the insurance contract is signed – in particular from the application, policy, contract terms, and statutory provisions.

Who is the insurance carrier?

The insurance carrier for third-party liability, physical damage, mobility, and accident insurance is AXA Insurance Ltd (hereinafter referred to as "AXA"), General Guisan-Strasse 40, CH-8401 Winterthur, a corporation with its registered office in Winterthur and a subsidiary of AXA Group.

The insurance carrier for legal protection insurance is AXA-ARAG Legal Protection Ltd (hereinafter referred to as "AXA-ARAG"), Affolternstrasse 42, 8050 Zurich, a corporation with its registered office in Zurich and a subsidiary of AXA Group.

What is insured?

The insured vehicles and persons are shown in the application, policy, and vehicle list.

What risks and loss can be insured?

Third-party liability insurance. The insurance covers claims for damages arising from (B1):

- Injury or death of persons;
- damage to or destruction of property. Cases where animals are killed or injured are treated the same as property damage.

Physical damage insurance.

Comprehensive / partial physical damage insurance:

The application and the policy show whether comprehensive or partial physical damage insurance is in effect. Comprehensive physical damage also includes collision events, in addition to events that fall under partial physical damage coverage.

The insurance covers damage to the insured vehicle from the direct effect of events shown in the application and the policy (C1):

- Collision
- Theft
- Natural hazards
- Glass breakage / glass breakage "Plus"
- Fire damage
- Snowslide
- Animal damage
- Marten damage
- Malicious damage
- Transported belongings / transported belongings "Plus"
- Parking damage / parking damage "Plus"
- Loss of use
- Transportation after a breakdown

The "Plus" extension refers to more comprehensive coverage for the respective events.

Mobility insurance. The insurance covers vehicle breakdowns, collisions, and other physical damage events (D1).

- Mobility ("Switzerland")
- Mobility Plus ("Europe")

Accident insurance. The insurance covers accidents in connection with use of the insured vehicle and when providing assistance while in road traffic (E1).

Bonus protection. The premium level is based on the "with bonus protection" no-claims table shown in the application and the policy (A5.3.3).

Gross negligence. The indemnity is not reduced in the case of traffic accidents or collisions that are caused through gross negligence, unless the driver caused the insured event while intoxicated or in an otherwise unfit condition or by grossly disregarding the speed limit (A6).

Legal protection insurance. Insured legal cases (F6):

- Civil damages law and satisfaction
- Criminal and administrative procedures
- Insurance law
- Vehicle contract law (only insured vehicles)
- Revocation of license
- Vehicle tax
- Ownership and property law

What, among other things, is not insured?

General. The insurance does not, among other things, cover (A14.6)

- if the driver caused the event while intoxicated (blood alcohol concentration above the level permitted by law) or in an otherwise unfit condition, or by grossly disregarding the speed limit.

Third-party liability insurance. The insurance does not, among other things, cover (B5)

- claims arising from property damage by the keeper, his spouse or registered partner, his relatives in ascending and descending line, and his siblings who share the same household;
- claims arising from accidents that occur at motor and cycling sport events;
- liability if the driver does not have the legally required license;
- liability arising from drives that were not officially authorized.

Physical damage insurance. The insurance does not, among other things, cover (C4)

- operational damage, e.g. from missing or frozen fluids, wear and tear, or defective materials;
- loss that occurs during participation in races, rallies, and drives on race and training tracks (except AXA-recognized training courses in Switzerland);
- loss that occurs during drives without official authorization.

Accident insurance. The insurance does not, among other things, cover (E4)

- drivers who do not have the license required by law.

Legal protection insurance. The insurance does not, in particular, cover legal cases (F7)

- brought against AXA-ARAG or persons who provide services in an insured legal case;
- in connection with premeditated crimes;
- in connection with defending against non-contractual claims for damages and satisfaction;
- from participation in races and drives on race tracks;
- over driving without a valid driver's license or license plates;
- over driving repeatedly while intoxicated or in an unfit condition.

What does AXA and AXA-ARAG indemnify?

Third-party liability insurance. Within the scope of the guaranteed amount shown in the application and the policy, AXA covers the cost of bringing justified claims and defending against unjustified claims (B4).

Physical damage insurance. In case of an insured event, AXA indemnifies as follows:

- The cost of the repair (C3.2) or
 - the compensation of a total loss (C3.3). Whether the indemnity is calculated based on a fixed scale relating to the time in which the vehicle was in operation and using the present value supplement (C3.3.2.1) or based on the vehicle's **present value** (C3.3.2.2) is shown in the application and the policy.
- In addition, the following costs are covered (C3.1):
- Recovery and transportation to the nearest suitable repair shop
 - Necessary repatriation from abroad, up to CHF 1,000
 - Customs clearance
 - The cost of cleaning the vehicle's interior after assisting accident victims, up to CHF 500

Mobility insurance. In case of an insured event, AXA indemnifies as follows (D4):

- Advice and making arrangements
- Roadside assistance and towing
- Vehicle recovery
- Storage fees
- Vehicle repatriation
- Delivery charge for replacement parts
- Additional cost of transportation, room, and board

Accident insurance. The scope of coverage is shown in the application and the policy (E2):

- Medical expenses
- Daily hospital benefits
- Daily benefits
- Disability
- Death

Legal protection insurance. In connection with legal cases, AXA-ARAG covers in particular the amounts of insurance as shown in F4:

- Legal advice by phone
- Processing of the legal case
- Necessary lawyer's fees
- Amounts of maximum CHF 10,000 paid in advance for a defense lawyer mandated for first questioning
- Costs of expert opinions and analyses
- Court costs and other procedural costs
- Costs of penalty orders and first-instance procedures in connection with revoked driver licenses and vehicle registrations, at CHF 500 per legal case
- Costs of interpreters, up to CHF 10,000
- Indemnification of the opposing party's costs
- No indemnity reduction in the case of gross negligence (F4.3.1)

Deductibles. The agreed deductibles are shown in the application and the policy (A7; for legal protection F4.1.3).

Where are the insurances valid?

The insurances are valid in Europe and countries bordering the Mediterranean, except the Russian Federation, Belarus, Georgia,

Armenia, Azerbaijan, and Kazakhstan (A2). Mobility insurance is valid only in Switzerland or throughout the scope of validity ("Europe"), depending on what has been agreed.

How high is the premium and when is it due?

In the case of contracts with a no-claims system and contracts with fixed rate premiums, the premium is calculated based on various criteria, e.g.

- the number and type of vehicles, vehicle weight;
- the selected coverage;
- deductibles.

No-claims tables and premium levels are used only in connection with contracts with a no-claims system (not for contracts with fixed rate premiums).

The premiums and their due date, as well as the no-claims table, premium level, statutory duties, and fees are shown in the application, policy, and premium invoice.

What are the policyholder's most important obligations?

The policyholder's most important obligations are:

- Notifying AXA immediately in the event of a loss (A14)
- Notifying AXA-ARAG immediately in the event of a legal case (A14)
- Not acknowledging any claims (A14.2.2)
- Notifying AXA immediately if information concerning the policy changes (A13.2)
- Loss prevention (Art. 29 Federal Act on Insurance Contracts)

When does the insurance begin and end?

The inception date is shown in the application and the policy. Once an application has been submitted to AXA, provisional coverage is granted until the policy is issued. AXA and AXA-ARAG can reject the application up to the time when the policy is issued. The insurance is valid for the period shown in the policy.

The insurance contract renews by one year at a time unless it is terminated on expiry.

Special information for the Principality of Liechtenstein

Once the application has been handed in or sent, the applicant is bound to the terms for two weeks until an insurance contract is concluded.

If AXA violates its information obligations under the insurance and insurance supervision laws of Liechtenstein, the policyholder can withdraw within four weeks from the date on which the policy was sent.

The regulator is the Swiss Financial Market Supervisory Authority (FINMA), 3000 Berne.

What information does AXA or AXA-ARAG use and how?

Information on how data is used is included under "Data protection" in Part G.

General Insurance Conditions (GIC)

Part A

Basic conditions of the insurance contract

A1 Scope of the contract

The policy shows which insurances and contract types ("no-claims discount system" or "fixed rate premium") have been concluded. The policy (incl. vehicle list), these General Insurance Conditions (GIC), and any Special Insurance Conditions (SIC) that may apply contain information about the scope of insurance.

AXA concludes legal protection insurance in the name and for the account of AXA-ARAG.

Insured events that occur during the contract term; legal protection insurance in accordance with F9. The contract term is shown in the policy.

A2 Territorial scope

(See also the countries shown in gray on the map at the end of this GIC)

A2.1 Scope of validity

The insurance is valid in Europe and countries bordering the Mediterranean, except the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, and Kazakhstan. The scope of validity for mobility insurance is shown in D2.

A2.2 Relocating the domicile abroad

If the keeper of the vehicle moves his domicile / head office abroad (except to the Principality of Liechtenstein) or vehicles are registered in another country, insurance coverage for the vehicles in question ends when the insurance year ends. At the policyholder's request, coverage can be terminated also earlier, but not before the surrender date of the current license plates.

A3 Contract term

A3.1 Inception

The contract commences on the date shown in the policy.

A3.2 Provisional insurance coverage

After it receives an application, AXA grants provisional coverage for the vehicles shown in the application until it issues the policy. However, the maximum coverage provided under the application is

- the statutory minimum guarantee amount for third-party liability insurance;
- CHF 200,000 under physical damage insurance;
- CHF 100,000 disability lump sum under accident insurance;
- CHF 20,000 as death lump sum, and
- CHF 1,000 for legal advice under legal protection insurance.

AXA can reject the application. Provisional coverage ends 3 days after the notification reaches the applicant. In this case, the applicant owes the prorated premium for the duration of coverage.

A3.3 Inception date for other vehicles

During the contract term, coverage for every additional vehicle begins on the date shown in the certificate of insurance. If no certificate of insurance is issued, coverage commences when the written application reaches AXA.

If a vehicle cannot be allocated to an insurance category after the application has been sent, AXA grants provisional coverage for a maximum of 30 days in accordance with A3.2.

A3.4 Contract extension

The contract is valid for the period shown in the policy. On expiry it extends by one year at a time.

A4 Contract termination

A4.1 Termination to the end of the insurance year

Either party can terminate the contract to the end of the insurance year by observing a three-month written notice period (annual right of termination).

A4.2 Termination in case of a claim

After a claim for which AXA or AXA-ARAG indemnifies, the contract can be terminated as follows:

- By the policyholder no later than 14 days after he becomes aware that the amount has been paid or after the most recent service has been rendered; coverage ends 14 days after notice of termination reaches AXA.
- By AXA or AXA-ARAG no later than when the amount is paid or after the last service is rendered; coverage ends 14 days after notice of termination reaches the policyholder.

A4.3 Termination by the policyholder if AXA adjusts the contract.

A8.2 applies

A5 Premiums

A5.1 Premium amount and due date

The premium shown in the policy is due on the first day of each insurance year; the due date of the first premium is shown on the invoice. In the case of installments, the amounts due during the insurance year are regarded as deferred. AXA can add a surcharge to each installment.

A5.2 Premium calculation

A5.2.1 The policyholder must pay the premium shown in the statement when the contract begins.

A5.2.2 The premium for the following insurance year is based on the number of vehicles for which premiums are due in the current insurance year and by taking into account the premium level.

A5.2.3 After the insurance year ends, the policyholder receives the definite premium statement on the basis of the actu-

al number of insured vehicles. Adjustment premiums and return premiums are due when the premium statement is received.

A5.3 Premium with the no-claims system

Under this contract type the premium is contingent on the no-claims system. Based on the size of the vehicle fleet, vehicle types, and the ratio of the statistically expected number of claims and the actual number of claims, a separate system applies individually for **third-party liability insurance** and for physical damage events that fall under "**collision**" with

- a no-claims table;
- bonus level increases and decreases;
- premium levels.

A5.3.1 No-claims table

The lowest premium level in the no-claims table is 30%; the highest is 150%. The level is shown in the policy and adjusted with each subsequent premium.

A5.3.2 Bonus level increases and decreases

A5.3.2.1 The level and premium are recalculated for every insurance year (January 1 to December 31). The determining factor is the number of claims **notified** during the 12-month period until 4 months before the end of the insurance year.

A5.3.2.2 Not included are:

Third-party liability claims

- if AXA must indemnify even though no insured person can be held liable for having caused the loss (simple objective liability);
- in cases involving joyriding, provided that the keeper bears no responsibility for the misappropriation of the vehicle.

Collision damage

- if a liable party or its insurer paid the full amount in liability compensation for a claim that has been settled.

Claim amounts that are repaid

- if the policyholder repays on time the indemnity that AXA has paid in accordance with the repayment offer.

A5.3.2.3 Retroactive adjustments

The premium level is adjusted retroactively if no indemnity was paid for a notified event.

A5.3.3 Bonus protection

If bonus protection coverage has been agreed, the lower with-bonus-protection increases shown in the policy's no-claims table apply.

A5.4 Fixed rate premiums

For this contract type, the no-claims system does not apply and the premium per vehicle remains unchanged irrespective of the number of notified claims.

In the case of a fixed rate premium, a uniform premium per vehicle applies within the indemnity category.

A6 Gross negligence

The following applies if coverage for gross negligence is included in the policy:

Under third-party liability, physical damage, and accident insurance, AXA waives its right to recourse and indemnity reductions if a traffic

accident or collision is caused through gross negligence, unless the driver caused the insured event while intoxicated or driving in an otherwise unfit condition or by grossly disregarding the speed limit (in accordance with Art. 65 para. 3 of the Road Traffic Act).

A7 Deductible per vehicle

A7.1 General

The deductibles shown in the policy apply.

If physical damage coverage from AXA applies to both a towing vehicle and a trailer and both are affected by one insured event at the same time, only the higher deductible applies.

The deductible for legal protection insurance is subject to F4.1.3.

A7.2 The deductible does not apply

A7.2.1 Third-party liability

- if AXA must indemnify even though no insured person can be held liable for having caused the loss (simple objective liability);
- in cases involving joyriding, provided that the keeper bears no responsibility for the misappropriation of the vehicle.

A7.2.2 Physical damage

- to a claim for which a liable party or its insurer received the full amount in liability compensation.

A7.2.3 Legal protection insurance

- The deductible for legal protection insurance is subject to F4.1.3.

A7.3 Collecting the deductible

AXA or AXA-ARAG either invoices the deductible or offsets it against the indemnity. If the deductible is not paid within 4 weeks of the invoice date, the policyholder receives a written reminder to pay it within 14 days from the send date of the reminder. If the reminder is of no effect, coverage for the vehicles affected ends after these 14 days. The policyholder continues to owe the deductible.

A8 Contract adjustment by AXA or AXA-ARAG

A8.1 Notification by AXA

AXA or AXA-ARAG can adjust the contract effective as of the following insurance year if:

- The premiums increase.
- The rules that apply to the deductible change.
- The no-claims system changes.

Notification on the contract adjustment must reach the policyholder no later than 25 days before the new insurance year begins.

A8.2 Termination by the policyholder

The policyholder has the right to terminate the part of the contract affected by the change or the entire contract to the end of the current insurance year. The contract then ends in accordance with the policyholder's request at the end of the insurance year. Notice of termination must reach AXA no later than on the last day of the current insurance year.

A8.3 Consent to a change in contract

The change in contract is deemed to have been accepted unless the policyholder terminates the contract.

A9 Change of insurance category due to the vehicle's age

If the insurance categories define years of operation for the vehicles, the vehicles switch to the respective new category for the year of operation as of the next principal expiration date (January 1).

A10 Surrender of license plates

Insurance coverage continues to apply for another 12 months after the license plates have been surrendered to the competent authority.

A10.1 Premium credit

Once the license plates have been surrendered, the premium is credited (suspension discount) for the relevant period. In this case, a processing fee (suspension fee) is deducted.

A10.2 Legal protection insurance

No credit applies under legal protection insurance.

A11 Replacement vehicle

A11.1 Validity of the insurance

The insurance covers the replacement vehicle, provided the required official permit has been obtained. Coverage for physical damage, accidents, and legal protection is valid for the replacement vehicle for a maximum of 30 consecutive days.

A11.2 Physical damage coverage for the replacement vehicle and the replaced vehicle

Physical damage insurance is valid for a replacement vehicle of the same value and remains valid for that vehicle except for physical damage events that fall under "collision."

A12 Use of interchangeable license plates

A12.1 Vehicle without license plates

The insurance does not cover a vehicle that is used on a public road without a license plate or a pair of license plates.

A12.2 Switch from interchangeable plates to individual plates

In case of a switch from interchangeable plates to individual plates, the excluded vehicle is covered as if the license plates had been surrendered (A10.1), provided that the keeper or owner does not change.

A13 Information obligations

A13.1 Communication with AXA

The policyholder or eligible claimant must direct all notifications to the competent branch office or to the head office of AXA.

A13.2 Increase or decrease in risk

The policyholder must inform AXA immediately if the information on the policy or application no longer applies.

A13.3 Claims and legal case

A14 applies.

A13.4 Contract adjustment by AXA or AXA-ARAG

A8 applies.

A13.5 Contract termination

A4 applies.

A14 Claims and legal case

A14.1 General

A14.1.1 The eligible claimant must **inform** AXA or AXA-ARAG **immediately**.

Possible types of claims notice (see also the last page of this GIC):

- By phone
- Via the claims form available online
- Via the AXA app for smartphones
- Via the telematics system of the vehicle
- In written form

AXA has the right to request additional written claims notices for loss events that were originally notified by phone.

A14.1.2 AXA can reduce or refuse its indemnity commensurately if notification obligations and rules of conduct are violated so as to affect the occurrence, scope, or assessment of the loss.

A14.2 Third-party liability

A14.2.1 AXA conducts negotiations with the claimant in its own name or as the insured person's representative.

A14.2.2 The insured person is not permitted to acknowledge claims by or pay amounts to the claimant of his own accord.

A14.2.3 If a civil procedure is instituted, the insured person must let AXA manage the case. If civil-law claims are brought as part of criminal procedures, the insured person must keep AXA informed about the developments from the beginning.

A14.2.4 AXA's settlement of claims brought by the claimant is binding on the insured person.

A14.3 Physical damage

A14.3.1 The eligible claimant must permit AXA to inspect the damaged vehicle before it is repaired. Repair orders may be placed only with AXA's approval.

A14.3.2 For all events involving theft, the police in the area where the theft occurred must be notified immediately.

A14.3.2.1 If a vehicle is stolen abroad, the police station in the area where the theft took place as well as the police station at the policyholder's domicile / head office in Switzerland must be notified immediately.

A14.3.3 In cases involving animal damage, the competent authorities (e.g. police, game warden) must report the event or the animal's owner must confirm the event.

A14.4 Mobility coverage

The insurance covers only measures that AXA has arranged for or ordered.

A14.5 Accident coverage

At AXA's request, every insured person must agree to undergo an examination by a doctor mandated by AXA.

A14.6 Driving while intoxicated or otherwise unfit or by grossly disregarding speed limits

A14.6.1 The following applies if the driver caused the insured event while intoxicated (blood alcohol concentration above the level permitted by law), while in an otherwise unfit condition, or while grossly disregarding speed limits, and if the license was revoked on account of one of these circumstances during the last five years before the event:

- AXA does not indemnify under physical damage and mobility insurance if the policyholder knew or should have known that the driver was unfit to drive or intoxicated.
- AXA does not cover the driver under accident insurance.

A14.6.2 The indemnity for damage caused through gross negligence is reduced only if the driver can prove that his license was not revoked because of such a circumstance in the five years prior to the event.

A14.6.3 This provision does not apply to recourse claims brought against the driver.

A14.6.4 These restrictions do not apply if the confirmed circumstances had no effect on the cause or outcome of the event.

A14.7 Legal protection insurance

See F8 for how to proceed for a legal case.

A15 Principality of Liechtenstein

If the policyholder's domicile or registered office is the Principality of Liechtenstein, any references to Swiss law made in the insurance contract documents apply by extension also to the respective provision under Liechtenstein law.

A16 Applicable law and place of jurisdiction

A16.1 Applicable law

The insurance contract is subject to material Swiss law; in the case of policyholders with domicile or registered office in the Principality of Liechtenstein, it is subject to material Liechtenstein law.

A16.2 Place of jurisdiction

Disputes arising from this insurance contract must be brought before an ordinary court in Switzerland; in the case of policyholders with domicile or registered office in the Principality of Liechtenstein, the matter must be brought before an ordinary court in Liechtenstein.

A17 Sanctions

The obligation to indemnify does not apply to the extent and for as long as amounts due under this contract are barred by statutory sanctions relating to business, trade, or finance.

Part B

Third-party liability insurance

B1 Coverage

B1.1 Statutory third-party liability provisions

The insurance covers claims for damages based on statutory liability provisions that are brought against the insured person because of

- injury or death of persons (bodily injury);
- damage to or destruction of property (property damage). Cases where animals are killed or injured are treated the same as property damage.

Coverage includes bodily injury and property damage in the following situations:

- When operating a vehicle.
- In traffic accidents caused by the vehicle when it is not in operation.
- When administering aid after an accident that involves the vehicle.
- When getting into or out of the vehicle or when climbing onto or off it.
- When opening or closing movable vehicle parts or when coupling or uncoupling a trailer or vehicle.

B1.2 Own damage

Provided this has been agreed, the following liability claims are insured regardless of B5.1.1

- From property damage to the insured vehicles that is caused by a collision between them.

B1.3 Loss prevention costs

If insured loss is imminent because of an unforeseen event, the insurance covers the cost the insured person incurs while taking reasonable steps to protect against this hazard (loss prevention costs).

B2 Insured vehicles

The policy covers vehicles that are registered on the basis of proof of insurance that has been issued by AXA. It also covers vehicles and trailers that are pushed or pulled.

B3 Insured persons

The insurance covers the keeper of the vehicle and all persons for whom he is responsible under road traffic law.

B4 Indemnification

Within the scope of the guaranteed amounts shown in the application and the policy, AXA covers the cost of bringing justified claims and defending against unjustified claims.

B5 Exclusions

B5.1 The insurance does not cover claims

- B5.1.1 arising from property damage by the keeper, his spouse or registered partner, his relatives in ascending and descending line, and his siblings who share the same household;
- B5.1.2 arising from accidents that occur during motor and cycling sport events in Switzerland or abroad in accordance with the provisions of Swiss road traffic law;
- B5.1.3 arising from damage to the insured vehicle, to the trailer, and to goods that are attached to or transported by such. However, the insurance covers items, in particular luggage etc., that are transported by persons other than those mentioned in B5.1.1;
- B5.1.4 arising from damage that is covered under the Nuclear Energy Liability Act;
- B5.1.5 arising from pure financial loss.

B5.2 The insurance does not cover third-party liability

- B5.2.1 of drivers who do not have the legally required license or do not meet the applicable conditions, or by persons who should have been aware of these deficiencies if they had paid due attention;
- B5.2.2 of persons who use a vehicle left in their care for drives for which they are not authorized;
- B5.2.3 liability arising from drives that are not officially authorized.

B6 Recourse

AXA can reclaim a part or all of the amounts it has paid to the policyholder or insured person if

- legal or contractual reasons apply;
- it must pay such amounts after the insurance policy has ended.

Part C

Physical damage insurance

C1 Coverage

The insured events are shown individually in the policy. The insurance covers damage to the insured vehicle as the direct result of the following events:

C1.1 Collision

Damage caused by a sudden and violent external event (this includes, in particular, damage caused by impact, collision, overturning, crash, caving in, sinking). Twisting while dumping, loading, or unloading is covered even without external effects of the collision.

C1.2 Theft

Damage caused by theft or attempted theft, misappropriation for use, or robbery. The insurance does, however, cover damage through unlawful appropriation, embezzlement, or fraud.

C1.3 Natural hazards

Damage caused directly in connection with natural events such as landslide, rockslide, rockfall (damage from rocks that fall onto the vehicle directly from above), high water, flood, windstorm (= wind speed of 75 kph and more), hail, avalanche, snow loads. This list is conclusive.

C1.4 Glass breakage

- C1.4.1 Damage from breakage to the following vehicle parts: The windscreen, side or rear windows, or sunroof made of glass or glass substitutes.
- C1.4.2 The damage is not covered if the broken glass is not replaced or repaired or the total repair cost (windows and other repair costs) equals or exceeds the present value of the vehicle.

C1.5 Glass breakage "Plus"

- C1.5.1 Damage to vehicle parts made of glass or glass substitutes.
- C1.5.2 The unique provision of C1.4.2 applies equally in this instance.

C1.6 Fire

Damage caused by fire, explosion, or lightning. Damage to cables caused through a cable fire (short circuit) is covered even if there is no open fire. Warranty claims against third parties are not covered.

C1.7 Snowslide

Damage from snow or ice falling onto the vehicle from above.

C1.8 Animal damage

Damage from collision with animals. If the policyholder fails to meet his obligations arising from A14.3.3, AXA will treat the damage as if it were a collision event.

C1.9 Marten damage

Damage caused by martens, in particular biting damage and consequential damage.

C1.10 Malicious damage

Damage in the form of deliberately broken off aerials, windshield wipers, rear-view mirrors, or original decorative extras; of daubed paintwork (excluding scratching), of punctured tires, or of harmful substances poured into the fuel tank. For motorcycles, the insurance also covers the slashing or daubing of panniers and seats. This list is conclusive.

C1.11 Transported belongings

Damage to or destruction of items carried in the vehicle as well as items worn by the driver or passengers if the vehicle is damaged. Theft is covered only if these items were locked inside or permanently attached to the vehicle.

The insurance does not cover:

- C1.11.1 All means of payment, monetary asset, valuables, tickets, subscriptions, property with personal sentimental value, restoration cost of photos and of film and sound recordings; computer data and files.
- C1.11.2 All types of electronic equipment (desktop and laptop computers, mobile phones, etc.), software and merchandise, as well as items used for professional activities.

C1.12 Transported belongings "Plus"

Same coverage as under "Transported belongings" in C1.11, but without the restrictions under C1.11.2.

C1.13 Parking damage

Damage of up to CHF 1,000 that unknown persons or vehicles cause to the parked vehicle. Only one case of damage is indemnified per license plate per insurance year (January 1 to December 31), whereby the date of the damage defines the period. If AXA indemnifies parking damage, it does not also cover collision damage (C 1.1).

C1.14 Parking damage "Plus"

Damage that unknown persons or vehicles cause to the parked vehicle.

C1.15 Loss of use

If an insured event involves physical damage in accordance with C1.1 to C1.14, AXA pays the travel and transportation costs or vehicle rental fees that the policyholder incurs when the vehicle can no longer be used. If a replacement vehicle needs to be rented, AXA covers the normal rental fee of a vehicle of equal value.

C1.16 Transportation after a breakdown

If the vehicle is out of commission because of a breakdown, AXA covers the effective costs of taking it to the nearest suitable repair shop. Damage from events in accordance with C1.1 to C1.12 does not count as a breakdown.

C2 Insured vehicle value

- C2.1** The insurance covers the vehicles and accessories shown on the vehicle list.
- C2.2** In the absence of any special agreement, the insurance also covers – collectively and up to a maximum of 10% of the vehicle's list price – the extras and accessories in addition to the vehicle's standard features and for which an additional price was paid (e.g. car radio, automatic transmission, sunroof, metallic paint; attached advertisements, logos, and painted works; extra tires, special/spare wheels, ski racks, etc.).
- C2.3** The following do not count as extras and accessories:
- All types of electronic devices that are not permanently installed in the vehicle.
 - In addition for motorcycles: Helmets, eyeglasses, gloves, and other items of clothing.

C3 Indemnification

C3.1 General

In case of an insured event, AXA indemnifies the repair or total loss as well as the cost of

- recovery and **transportation** to the nearest suitable repair shop;
- necessary **repatriation** from abroad, up to CHF 1,000;
- customs clearance.

The cost of cleaning the vehicle's interior after assisting accident victims is covered up to CHF 500. For transported belongings, repair costs are covered up to the value of an equal item, at maximum up to the agreed amount of insurance.

C3.2 Repairs

- C3.2.1** AXA covers the cost of restoring the vehicle and any insured extras and accessories to their present value, except in the case of a total loss in accordance with C3.3. Compensation can be linked to the cost of repairs that were effectively carried out.
- C3.2.2** The policyholder himself bears the commensurate part of the additional repair costs incurred from faulty maintenance, wear and tear, or prior damage, or in cases where the repair has improved the condition of the vehicle. AXA is not obligated to compensate the new-for-old value if the damaged components can be repaired so as to function correctly. The insurance covers the present value of damaged tires.

C3.3 Total loss

C3.3.1 Description

Total loss refers to a situation in which

- repair costs exceed present value;
- the "current value supplement" compensation type during the first two years in operation exceeds 60% of the vehicle's value;
- a stolen vehicle and stolen extras and accessories are not recovered within 30 days from when the theft was notified to an AXA office in Switzerland.

C3.3.2 Calculation of indemnities

C3.3.2.1 Present value supplement

Time in operation	Insured vehicle value, in %
In the first year	100
In the second year	90 – 80
In the third year	80 – 70
In the fourth year	70 – 60
In the fifth year	60 – 50
In the sixth year	50 – 45
In the seventh year	45 – 40
from the eighth year	The present value

Indemnification is reduced commensurately with a claims adjuster's assessment in cases where faulty maintenance, wear and tear, or prior damage are more likely to have brought about the total loss. If the effective purchase price was below the calculated amount, the indemnity equals the purchase price, at minimum the present value. The agreed deductible and scrap value are applied only afterwards.

C3.3.2.2 Present value

Indemnification is limited to the present value.

C3.3.2.3 Salvage value of the vehicle

In case of a total loss, the amounts are reduced by the salvage value of the vehicle. In the absence of such a deduction, the remaining vehicle parts become AXA's property once the indemnity has been paid.

Ownership rights are transferred to AXA if a stolen vehicle or the various extras and accessories are indemnified as a total loss.

C3.3.2.4 Value added tax

Claims payments to taxpayers who are can deduct input tax are exempt from VAT. Claims payments based on provisional estimates of the repair costs do not include VAT.

C3.3.3 Definition of terms

- **Time in operation:** Period from initial registration to the date of the loss.
- **Vehicle value:** The amount shown on the vehicle list consisting of the list price plus the price of extras and accessories.
- **List price:** The official price at the time of manufacture, including VAT; if the price cannot be determined, the gross price of the factory-new vehicle counts.
- **Present value:** The value of the vehicle plus its extras and accessories at the time of the insured event based on its time in operation, kilometers driven, marketability, and condition. If it proves impossible to reach an agreement, the documents of the Association of Independent Vehicle Experts are used as basis.

C4 Exclusions

The insurance does not cover:

- C4.1** Operational damage, in particular damage caused without a violent external influence or based on an internal defect (e.g. missing or frozen liquids, operating errors, faulty or fatigued materials, wear and tear, overuse, malfunction of electric or electronic components).

-
- C4.2** Damage from goods that are loaded, unless the damage occurs in connection with an insured collision event.
-
- C4.3** Damage from participation in races, rallies, and similar competitive driving events as well as from all drives on race and training tracks (e.g. anti-skid courses, sports driving courses, except AXA-recognized training courses in Switzerland).
-
- C4.4** Damage in connection with warlike events, military use, requisition, earthquake, nuclear energy, or ionizing radiation.
-
- C4.5** Damage in connection with civil commotions and violent acts against persons or property during riots and similar events, unless the policyholder explains plausibly that he took all reasonable measures to prevent such damage.
-
- C4.6** Damage caused while committing or attempting to commit a premeditated crime or misdemeanor, as well as damage caused by a driver who does not have the legally required license or fails to meet the applicable conditions.
-
- C4.7** Damage from drives without official authorization.

Part D

Mobility insurance

D1 Coverage

The insurance covers the failure of the insured vehicle as the direct result of:

D1.1 Breakdown

Sudden, unforeseen failure of the insured vehicle due to a technical defect making it impossible or illegal to continue the drive. The following is treated the same as a breakdown:

- Defective tire
- No fuel
- Lost or damaged key; key locked inside
- Flat battery

D1.2 Collision

D1.3 Other physical damage events

Physical damage events are described in C1.

D2 Territorial scope

D2.1 In amendment of A2.1, the insurance is valid in Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione, provided the policy specifies **Mobility** ("Switzerland").

D2.2 If the policy specifies **Mobility Plus** ("Europe"), the scope of validity defined in A2.1 applies.

D3 Insured persons

The insurance covers the drivers and passengers.

D4 Indemnification

In case of an insured event, AXA indemnifies as follows:

D4.1 Advice and making arrangements

Giving advice by phone and making arrangements for measures to take, around the clock.

D4.2 Roadside assistance and towing

AXA covers roadside assistance. If the vehicle cannot be made roadworthy at its current location, AXA covers the cost of towing it to the nearest suitable garage. Replacement parts are not covered.

D4.3 Vehicle recovery

AXA pays to have the vehicle recovered and taken to the nearest suitable repair shop.

D4.4 Storage fees

AXA covers storage fees of up to CHF 250 per event and vehicle.

D4.5 Vehicle repatriation

If the vehicle cannot be repaired at the nearest suitable garage on the same day, AXA will pay the cost of taking it to the garage that has been agreed, provided that the cost of doing so does not exceed the present value of the insured vehicle.

D4.6 Delivery charges for replacement parts

In the case of an insured event outside of Switzerland, AXA covers the cost of delivering the replacement parts needed to make the vehicle roadworthy again.

D4.7 Additional transportation costs

AXA covers the additional transportation costs for the direct return to the permanent residential address or up to CHF 500 per insured person for continuing the trip.

The insurance does not indemnify if the insured vehicle is a taxi or a rental vehicle.

D4.8 Additional costs of room and board

AXA covers the additional costs of room and board during the repair, up to CHF 500 per insured person.

D5 Exclusions

The insurance does not cover

- indemnification in connection with goods that are loaded;
- recourse claims by third parties;
- the exclusions mentioned in C4.3 to C4.7.

Part E

Accident insurance

E1 Coverage

- E1.1** The insurance covers accidents in connection with use of the insured vehicle and when providing assistance while in road traffic.
-
- E1.2** The insurance also covers accidents when the policyholder as a natural person drives a third-party vehicle of the same category registered in Switzerland or the Principality of Liechtenstein and does not have other passenger accident insurance of equal coverage.
-
- E1.3** Accidents refers to bodily injury in accordance with the provisions of the Federal Law on Accident Insurance (UVG) and the Federal Act on the General Part of the Social Security Law (ATSG). Causality is established based on the provisions of the UVG.
-
- E1.4** Accidents also include:
- E1.4.1 Involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances.
- E1.4.2 Frostbite, heatstroke, sunstroke and health impairments caused by ultraviolet radiation – except sunburn.
- E1.4.3 Drowning.
-
- E1.5** Indemnification is reduced commensurately if the health impairment or death was caused only in part by the accident.

E2 Indemnification

E2.1 Medical expenses

- E2.1.1 AXA covers the following treatment administered or prescribed by a licensed doctor or dentist as of the date of the accident:
- Medical treatment and the required transport of the patient;
 - Stays in the **private ward** of a hospital or medical spa; spa treatment only from specialized providers and with AXA's approval;
 - Services by certified nursing staff or staff from an institution for the duration of the medical treatment;
 - Rental of patients' furniture;
 - Initial purchase of prostheses, eyeglasses, hearing aids, and orthopedic aids as well as their repair or replacement (new-for-old value) if they are damaged or destroyed in the accident that brought about the need for insured medical treatment.
- In addition, AXA covers the daily benefit deduction under the Federal Law on Accident Insurance (UVG) for the prescribed living costs at a treatment center.
- E2.1.2 AXA does not cover medical expenses paid by a liable third party or its liability insurer nor any expenses that are covered under a social insurance plan.
- E2.1.3 Pets that are brought along
AXA covers the treatment costs of up to CHF 2,500 per animal and up to CHF 5,000 per event for a pet in an insured vehicle that is injured. This coverage is valid only for passenger cars. Medical expenses paid by a liable third party or its liability insurer are not covered.

E2.2 Daily hospital benefits

AXA pays the agreed daily hospital benefits during a necessary stay in a hospital or medical spa. These benefits are limited to 730 days.

E2.3 Daily benefits

If an accident leads to incapacity for work, AXA covers the agreed daily benefits within the scope of the medically confirmed incapacity. These benefits are limited to 730 days.

E2.4 Disability

- E2.4.1 If the accident results in permanent disability, AXA covers the percentage that corresponds with the disability level. The disability level is set in accordance with the provisions on assessing physical and mental impairment of the Federal Law on Accident Insurance (UVG).
- E2.4.2 If several body parts are affected by the accident, the percentages are cumulated. However, the overall disability can never exceed 100%.
- E2.4.3 If the insured person was disabled already before the accident, AXA covers the difference between the amount resulting from the previous disability level and the amount calculated for the overall disability level.
- E2.4.4 The amount increases by 50% if the insured person has at least one child below the age of 20 at the time of the accident.
-

E2.5 Death

- E2.5.1 AXA pays the benefits for the insured person to
- the spouse or registered partner;
 - in the absence thereof, to the children whom the insured person fully or partially supported;
 - in the absence thereof, to other persons for whom the insured person had provided primary support;
 - in the absence thereof, to the eligible descendants;
 - in the absence thereof, to the parents;
 - in the absence thereof, to the siblings or their descendants.
- E2.5.2 In the absence of any such persons, AXA covers the funeral expenses up to the insured death lump sum.
- E2.5.3 The amount increases by 50% if the insured person is succeeded by at least one child below the age of 20 who is entitled to the inheritance.
-

E3 Special indemnification

- E3.1** If the insured person was wearing a seat belt at the time of the accident, the disability and death benefits increase by 25%.

E3.2

- AXA covers the cost of:
- Necessary rescue and recovery measures and of transporting the accident victim's body to the place of residence, but not exceeding CHF 100,000 per accident; AXA will handle all necessary formalities for this;
 - cleaning, repairing or replacing (new-for-old) damaged clothing or personal belongings, up to CHF 2,000 per person.

E4 Exclusions

- E4.1** The insurance does not cover
- E4.1.1 the persons shown in B5.2.1 and B5.2.2.
 - E4.1.2 suicide and self-mutilation, or attempts thereof.
 - E4.1.3 Accidents if the vehicle was misappropriated, or in connection with the circumstances described in B5.2.3 and in C4.3 to C4.7.

E5 Indemnity reduction if capacity of vehicle is exceeded

The indemnity is divided by the number of persons who used the vehicle at the time of the accident and multiplied by the number of seats shown in the vehicle registration.

E6 Relationship to third-party liability insurance

- E6.1** Daily hospital benefits and daily benefits for disability and death are covered in addition to any amounts due from liability insurance, subject to E6.2.
- E6.2** The amounts are applied to liability claims to the extent that the keeper or driver of the vehicle himself must pay liability compensation (e.g. due to recourse).

E7 Maximum indemnification

The indemnity from accident insurance per event is limited to CHF 30 million in total.

Part F

Legal protection insurance

F1 Insurance carrier

F1.1 The insurer is AXA-ARAG Legal Protection Ltd, a stock corporation with registered office in Zurich and a subsidiary of AXA Group. Insured persons can bring claims arising from this legal protection insurance only against AXA-ARAG.

F1.2 AXA cannot instruct AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share information on legal cases with AXA if doing so could disadvantage the insured person.

F2 Insured vehicles

The insurance covers all vehicles shown in the policy / vehicle list.

F3 Insured persons

The definition of insured persons includes

- the owner and keeper of the insured vehicles;
- the authorized drivers and passengers of the insured vehicles.

F4 Indemnification

F4.1 Insured amounts:

For insured legal cases, AXA-ARAG covers the amounts of insurance shown in F5:

- F4.1.1 Legal advice by phone** through AXA-ARAG's Legal Services in the insured fields of law.
- F4.1.2 Handling of the legal case and representation** through AXA-ARAG's Legal Services.
- F4.1.3 Necessary lawyer's fees** at rates customary for the location. The insured person pays a 10% deductible – at minimum CHF 500, at maximum CHF 10,000. The deductible does not apply if the insured person chooses a legal representative that AXA-ARAG recommends.
- F4.1.4 Amounts of up to CHF 10,000 paid in advance** for a defense lawyer the insured person mandates for first questioning. This advance must be refunded to AXA-ARAG in full in case of a non-appealable verdict on a premeditated crime or misdemeanor.
- F4.1.5** The cost of expert opinions and analyses, if requested with the approval of AXA-ARAG or an authority. The insurance does not cover the cost of medical exams, analyses and tests to establish if the person is suited for or capable of driving.
- F4.1.6 Court costs and other procedural costs** that are billed to the insured person by state courts and authorities. The insurance does not cover fees and costs of first-instance rulings by authorities and courts, costs of notarial services, entries in and deletions from public registers, as well as the cost of official authorizations, tests, and permits of all kinds.
- For **penal orders and first-instance procedures concerning the revocation of driver licenses and vehicle registrations**, the insurance covers fees and costs of up to CHF 500 per legal case.

F4.1.7 The cost of translation services ordered by a court; the cost of mandated interpreters of up to CHF 10,000 if ordered with the approval of AXA-ARAG.

F4.1.8 Arbitration court and mediation costs that are billed to the insured person from procedures approved by AXA-ARAG.

F4.1.9 Indemnification of the opposing party's legal expenses imposed upon the insured person during the procedure.

F4.1.10 The cost of collecting amounts owed to the insured person from an insured legal case – until a certificate of shortfall or a bankruptcy notice has been obtained.

F4.1.11 Bail to avoid pre-trial detention. These amounts are provided only as an advance. The insured person must refund the amounts that AXA-ARAG has paid at the latest when the procedure ends.

F4.1.12 Cost of necessary travel to court hearings abroad, up to CHF 5,000 in total.

F4.2 The insurance does not cover:

- F4.2.1** Costs to be borne by a liable party or a liability insurer; the insured person must refund amounts paid by AXA-ARAG.
- F4.2.2** Fines, contractual penalties and other costs of a punitive nature.
- F4.2.3** Damages and satisfaction.
- F4.2.4** Fees and costs of procedures before supranational or international courts and authorities.
- F4.2.5** Cost of managing time-barred claims against and receivables from companies that have gone bankrupt or are under a bankruptcy moratorium.

F4.3 Unique aspects:

- F4.3.1** Gross negligence: AXA-ARAG waives its right to reduce indemnification in cases involving gross negligence.
- F4.3.2** Multiple legal disputes arising from the same circumstance or cause count as a one legal case. The amounts for all insured persons per legal case are cumulated up to the guaranteed amount. The amount of insurance is paid only once, irrespective of the number of injured parties, claimants and beneficiaries.
- F4.3.3** The same applies if AXA-ARAG covers insured persons for the same legal case under different contracts, in which case the highest agreed amount of insurance is used.
- F4.3.4** In addition, the maximum cumulated amount of insurance of CHF 1,500,000 per policy applies to all legal cases that occur during the same insurance year.
- F4.3.5** The amount of insurance is reduced by the agreed deductible.
- F4.3.6** Buyout of proceedings: AXA-ARAG has the right to exempt itself from the obligation to indemnify by compensating the applicable economic interests. Economic interests are derived from the material amount in dispute by taking due account of procedural and collection risks.

F5 Amount of insurance

Within the scope of indemnification in accordance with F4, AXA-ARAG covers costs of up to CHF 1,000,000; outside of Europe it covers costs of up to CHF 150,000.

F6 Insured legal cases

The insurance covers representation of the insured person's legal interests in the following conclusive list of fields:

F6.1 Civil damages law and satisfaction

Enforcement of non-contractual claims as the claimant and associated criminal procedures and crime victims compensation.

F6.2 Criminal and administrative procedures

Defense in criminal and administrative procedures because of negligence offenses. In case of allegedly premeditated crimes, subsequent compensation of costs in situations involving self-defense, emergencies or professional obligations, termination of the procedure, or acquittal. Termination of procedures or acquittal may in no way be associated with compensation to the plaintiff or a third party, nor may it be the result of a limitation period.

F6.3 Insurance law

Disputes with

- private insurers;
- Swiss social insurers, e.g. pension funds, health insurers.

F6.4 Vehicle contract law

Disputes from contracts under the Code of Obligations in connection with purchasing, exchanging, renting, leasing, borrowing, repairing, etc. insured company vehicles. The insurance does not cover commercial contracts with customers – except renting a replacement vehicle if a customer's vehicle is being repaired.

F6.5 Revocation of license

Procedures over revoked driver licenses or vehicle registrations.

F6.6 Vehicle tax

Disputes over vehicle tax and road pricing (such as heavy goods vehicle tax, etc.).

F6.7 Ownership and property law

Civil-law disputes arising from ownership, property and other in rem rights to insured vehicles.

F7 Excluded legal cases

The insurance does not cover:

F7.1 Legal cases not shown in F6.

F7.2 Legal cases against AXA-ARAG or persons who provide services in an insured legal case. However, the insurance covers representing the policyholder's legal interests against other AXA Group companies.

F7.3 Legal cases in direct or indirect connection with a premeditated crime of which the insured person is accused, as well as with preparations for such acts – including any consequential results that are subject to civil or administrative law. F6.2 is reserved.

F7.4 Legal cases for defending against non-contractual claims for damages and satisfaction brought by third parties.

F7.5 Legal cases from disputes between persons insured under the same policy. In such cases, only the policyholder himself is insured.

F7.6 Legal cases in connection with warlike or terrorist acts, civil commotion of all types, strikes, and damage caused through radioactivity or ionizing radiation. The insurance does not cover legal cases in countries for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning, nor does it cover activities that the FDFA advises against in a particular country.

F7.7 Legal cases in connection with claims and obligations from rights that are assigned or transferred to the insured person or organization.

F7.8 Legal cases in connection with participation in races and driving on race tracks.

F7.9 Legal cases involving vehicles that did not have valid license plates or that the driver was not authorized to drive. However, the insurance covers those insured persons who were not or could not have been aware of the mentioned circumstances.

F7.10 Legal cases involving a driver who has repeatedly driven a vehicle while in an unfit state or under the influence of alcohol, drugs or medication and after AXA-ARAG has already granted coverage for such a case. Coverage remains in effect for the other insured persons.

F7.11 Legal disputes over qualifying or re-qualifying for a driver license.

F8 Procedure for a legal case, free choice of lawyer, differences of opinion

F8.1 Notification of a legal case

AXA-ARAG must be notified immediately about any legal case for which an insured person is requesting assistance. The insured person must obtain AXA-ARAG's approval before taking legal action for which he requests coverage or before he mandates a legal representative.

F8.2 Procedure

Once a legal case has been notified, the insured person must provide AXA-ARAG with all the necessary information and powers of attorney. After it has reviewed the legal situation, AXA-ARAG discusses the next steps with the insured person. It then conducts negotiations with the aim of reaching an amicable settlement. If negotiations fail, AXA-ARAG decides on the next steps to take and whether taking legal action is purposeful.

F8.3 Retaining a lawyer

AXA-ARAG decides if it is necessary to retain a lawyer and suggests someone suitable if this is the case. The insured person mandates the lawyer and grants him power of attorney. The insured person must release him from the client-lawyer privilege vis-à-vis AXA-ARAG. In addition, the insured person must keep AXA-ARAG informed about developments in the case, provide it with the necessary information for reaching its decision, and make documents available.

F8.4 Free choice of lawyer

If, in view of a court or administrative procedure, it is necessary to retain a lawyer or there is a conflict of interests, the insured person has the right to retain a lawyer of its choice by first consulting AXA-ARAG. A conflict of interests involves a situation in which the insured person's counterparty is an AXA Group company – except for AXA-ARAG – or a legal case in which AXA-ARAG must grant coverage also to the counterparty. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of three lawyers that the insured person suggests. These may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

F8.5 Coverage confirmation

AXA-ARAG can define a period for its coverage confirmation, impose conditions or include restrictions, or limit it to a particular stage of the procedures or to an amount. The insured person's notification to the lawyer that coverage has been confirmed does not constitute grounds for requesting debt assumption.

F8.6 Settlements

AXA-ARAG assumes obligations arising from a settlement at its expense only if it has agreed to doing so.

F8.7 Indemnification of the opposing party's legal costs

Indemnification of the procedures and party costs awarded to the insured person from a court or out-of-court settlement must be repaid or assigned to AXA-ARAG up to the amount it has paid.

F8.8 Futility

If AXA-ARAG refuses to support a measure because it considers doing so to be futile, it must state its reasons in writing immediately and, in the case of a difference of opinion, inform the insured person of the possibility of procedures. In this case, the insured person is responsible for meeting the deadlines for any appeals, statute, and limitation periods.

F8.9 Procedure in case of differences of opinion

If opinions differ on the measures required to settle a legal case, the insured person has the right to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs; the losing party ultimately bears all of the costs. Indemnification of the opposing party's legal costs is not covered. The decision is deemed to have been accepted unless the insured person requests such a procedure within 20 days after receipt of the rejection. At the insured person's request or if it proves impossible to agree on an expert, the judge rather than an expert must make the decision by means of a summary procedure at the party's registered office or domicile in Switzerland.

F8.10 Measures on own account

If the insured person takes legal action at his own expense after the obligation to indemnify was rejected because of futility, AXA-ARAG will cover the costs incurred under the provisions of these GIC if the judgment proves to be more favorable for the insured person than the outcome that AXA-ARAG had laid out in writing or the result that was reached during arbitration.

F8.11 Prohibition of assignment

The insured person is not permitted to assign claims against AXA-ARAG from this contract to third parties without the written approval of AXA-ARAG.

F8.12 Restrictions and liability exclusions

AXA-ARAG can indemnify through an external claims adjuster or limit its amount to a reasonable part of the costs. AXA-ARAG accepts no liability of any sort in connection with choosing and mandating a lawyer or interpreter and with passing on information or making payments on time.

F8.13 Violation of information obligations and rules of conduct

If information obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse its indemnity, unless the insured person can prove that he was not at fault.

F9 **Validity period**

F9.1 The insurance covers legal cases whose cause or triggering event and the need for legal assistance occurs during the contract term or after the waiting period has ended. The cause or triggering event is deemed to have occurred on the date on which the legal provisions or contractual obligations are proven or assumed to have been violated for the first time. Under civil damages law, the date when the damage was caused is decisive; in the case of disputes over insurance benefits, the date of the insured event is decisive.

F9.2 No legal protection coverage is granted if a legal case is notified more than 3 months after the policy has terminated. In case of a longer delay that is not the party's own fault, the legal case may be notified at a later time, as soon as the reason for the delay has ceased to apply.

Part G

Data protection

While preparing and managing the contract, AXA or AXA-ARAG becomes aware of:

- Customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files.
- Application information (on the risk to be insured, answers to application questions, reports by claims adjusters, information from the previous insurer on the previous claims experience, etc.), stored in the policy files.
- Contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases.
- Payment information (date of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases.
- Possible claims information (claims notices, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This information is needed in order to estimate and assess the risk, manage the contract, collect the premiums on time, and handle the claim and legal case correctly. The information must be stored for at least ten years after the contract ends; claims data must be stored physically or electronically for at least ten years once the claim or legal case is settled. AXA or AXA-ARAG undertakes to treat the obtained information confidentially.

AXA or AXA-ARAG is authorized to obtain and process the data necessary for managing the contract, claim, or legal case correctly. If necessary, the information may be exchanged with third parties – namely coinsurers, reinsurers and other participating insurers, pledge holders, authorities, lawyers, motor vehicle repair companies, and external claims adjusters. Information may also be passed on to other liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be passed on for the purpose of uncovering or preventing insurance fraud.

To facilitate automated data exchange between AXA, the federal government, and cantonal motor vehicle inspection offices, AXA is affiliated with the electronic clearing office (CLS) that bundles the electronic certificates of insurance (data on vehicles and vehicle keepers) for administration and archiving purposes and forwards them to the motor vehicle information system (MOFIS) of the Federal Roads Office (FEDRO).

AXA has the right to request relevant data from external providers in order to check the creditworthiness of the customer.

In connection with an insured event, the medical personnel who provide treatment must be released from their confidentiality obligations toward AXA or AXA-ARAG.

AXA is authorized to analyze vehicle data, to request relevant information from other insurers, authorities (the police or investigating authorities, department of motor vehicles, or similar offices), motor vehicle manufacturers and other third parties, and to inspect their files in connection with a claim. The eligible claimant must authorize the offices mentioned above to disclose the relevant information as necessary. Reference is also made to Art. 39 of the Federal Act on Insurance Contracts.

For the purpose of combating insurance fraud, vehicle data can be exchanged with the central database of affiliated insurance companies (CarClaims-Info) in case of a claim.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following master data and customer profiles:

- Master data
- Basic contract information
- Claims summaries
- Compiled customer profiles

This information is used for marketing purposes, and the policyholder may receive advertisements. Customers who prefer not to receive such ads can call 0800 809 809 (AXA 24-hour helpline).

Mutual access to health data is excluded.

AXA-ARAG does not provide the policyholder with information on insured persons' legal cases if doing so could disadvantage the insured person.

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Map of Territorial Validity in accordance with A2



The insurance is valid for the countries shown in gray on the map. In the case of sea crossings, the insurance is valid if the place of departure and the destination are in these countries.

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