

# PostFinance motorcycle insurance

## Customer information and General Terms and Conditions of Insurance (GTCl)

Version 5.0

### Customer information

This information for customers provides a clear and concise overview of the identity of the insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss Federal Act on Insurance Policies, IPA). The rights and obligations of the contractual partners arise from the insurance policy, General Terms and Conditions of Insurance (GTCl), and from applicable laws, in particular the IPA.

#### 1. Insurer

The insurer is iptiQ EMEA P&C S.A., Luxembourg, Zurich office, Mythenquai 50/60, 8002 Zurich, Switzerland (hereinafter referred to as iptiQ) for all coverage, with the exception of vehicle legal protection insurance and roadside assistance insurance. With regard to breakdown service (roadside assistance insurance), the insurer is TAS Versicherungen AG, Chemin de Blandonnet 4, 1214 Vernier (hereinafter TAS).

With regard to vehicle legal protection insurance, the insurer is Assista Rechtsschutz AG, based at Chemin de Blandonnet 4, 1214 Vernier (hereinafter referred to as Assista). If a statement below refers to all three insurers jointly, the term "insurers" is used; otherwise, the relevant insurer is mentioned. This customer information is considered to be customer information for all three insurers (where applicable).

#### 2. Intermediaries

Insurance policies are brokered in partnership between PostFinance Ltd, Mingerstrasse 20, CH-3030 Bern (hereinafter referred to as "PostFinance") and TONI Digital Insurance Solutions AG, Seefeldstrasse 5a, CH-8008 Zurich (hereinafter referred to as "TONI"). Both PostFinance and TONI act as tied insurance intermediaries for the insurance companies listed in Section 1.

TONI oversees portfolio management and customer support in particular, and is your point of contact. PostFinance markets and sells insurance policies under the PostFinance brand.

#### 3. Risks and scope of insurance coverage

PostFinance car insurance, vehicle legal protection insurance and roadside assistance insurance are all non-life insurance policies.

#### Which vehicles and persons are covered by the insurance?

The vehicles and persons listed in the insurance policy are insured. Additionally, vehicle occupants are included in the coverage if claims arise in connection with personal accident insurance.

#### What risks does the policy cover and what is the scope of the cover?

Below you will find information about the types of insurance coverage available. This is a summary of the individual basic coverage as well as supplementary insurance options that are available. A conclusive general description of the insurance coverage and its limitations can be found in the insurance conditions.

The contractually agreed upon insurance coverage and individual information about the policyholder (e.g. the insured amount or personal data) can be found in the insurance policy.

The following cover is or can be included:

#### Mandatory liability insurance

Cover for damages to third-party property (e.g. vehicles) or persons caused by your vehicle and either you as the keeper/driver or a person for whom you are responsible. iptiQ covers justified claims and provides defence against unjustified liability claims.

#### Partial cover

Cover for damages to the insured vehicle caused by fire, natural forces, vandalism, glass breakage, marten bites, collision with animals, or theft. If necessary, the costs for salvaging the vehicle will also be covered in such cases.

#### Collision cover

Damage from collisions (the combination of partial cover and collision cover is referred to as comprehensive cover).

**Optional supplementary cover** (only possible in combination with partial or comprehensive cover):

- **Parking damages**  
Damages that occur to your parked and locked vehicle by unknown third parties.
- **Personal belongings**  
Damage to personal belongings that are transported in your vehicle.
- **Safety clothing**  
The driver of the insured motorcycle is insured against theft of or damage to their safety clothing.
- **Current value supplement**  
Following a total loss, the current value of the vehicle plus a supplement is compensated.
- **Breakdown service / roadside assistance insurance** (cover via TAS)  
Breakdown service throughout Europe.
- **Passenger accident**  
The vehicle occupants (including dogs and cats) are insured in the event of an accident in line with the Accident Insurance Act (AIA).
- **Vehicle legal protection cover** (cover via Assista)  
Legal advice and support for a legal protection case involving a vehicle.
- **Gross negligence**
  - iptiQ waives its right of recourse or reduction in benefits to which it is entitled by law if the insured event has been caused through gross negligence.
  - iptiQ shall not waive its right of recourse or reduction in benefits in the following cases:
    - If the driver caused the event while under the influence of alcohol or drugs or due to the misuse of medication.
    - If the insured event was deliberately or contingently caused by an insured person.
    - If the damage was caused by speeding or participating in unauthorized races.
    - In the event of theft if the vehicle was not locked or the key was left in the ignition.

#### Your contactpartner:

**TONI Digital Insurance Solutions AG**  
Seefeldstrasse 5a  
8008 Zürich  
www.tonidigital.ch  
Phone 0848 117 799  
Fax +41 43 543 81 82  
postfinance@tonidigital.com

#### Insurers:

**Car and Motorbike insurance**  
iptiQ EMEA P&C S.A.

**Vehicle legal protection**  
Assista Protection juridique SA

**Breakdown service / roadside assistance**  
TAS Assurances SA

You can find the full contact details of the insurers here:  
<https://versicherungen.postfinance.ch/en/legal#Four>

#### 4. Geographical scope of insurance

##### Where is the insurance valid?

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card attached). Fully comprehensive insurance and passenger accident cover, as well as a breakdown service (roadside assistance insurance), is also provided in Kosovo.

#### 5. Premium and excess

##### How and when should I pay my premium?

The policyholder must pay the premium in advance (unless agreed otherwise). The premium is due separately to each individual insurer. The insurers can instruct the intermediary to collect the premium. The amount of the premium depends on the vehicles and risks insured, the agreed upon coverage and the excess. The premium, statutory fees and other fees are listed in the offer, the policy and the premium calculation. The premiums are listed separately for each insurer. The premium is charged every 12 months, every six months or every three months. Depending on how you pay, there may be rebates on your premium.

##### What are the excess amounts?

Where agreed upon, you will bear part of the costs yourself (excess) if a claim arises. The agreed upon excesses are listed in the application, the quote and the policy.

##### When can the premium be refunded?

If the contract is cancelled prematurely, the insurer will reimburse the premium pro rata less the processing fee, or will no longer invoice future instalments. However, the premium is payable to the relevant insurer for the full insurance period if the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months.

However, the premium for comprehensive insurance is payable to iptiQ for the full insurance period if the comprehensive insurance cover lapses due to a total loss compensated by iptiQ.

#### 6. Policyholder obligations

##### What are my obligations as a policyholder?

The main obligations of the policyholder include:

- **Pre-contractual duty of disclosure:**  
You must truthfully and completely answer the questions in the application form. Otherwise, the respective insurer can cancel the insurance in question and, in certain situations, even demand reimbursement for cover or refuse cover.
- **Obligation to report a change in the risk situation or the information in accordance with the policy:**  
You must notify the relevant insurer of any changes that occur during the insurance period with regard to significant risk factors given in the application (e.g. change of address, possible new drivers or learner drivers, changes to the vehicle, etc.).
- **Obligation to pay the premium:**  
The premiums must be paid in advance.
- **Obligation to report in case of a claim:**  
In the event of an insured claim, you must inform the relevant insurer immediately and before any repairs are undertaken.
- **Obligation to provide information:**  
You must provide all information about the damage and all information necessary to substantiate the claim for compensation. The insurer relies on your cooperation to provide you the best possible support. Examples include clear information about how and under which circumstances the damage occurred, the causes of the damage, the extent of the damage, and police reports or other relevant documentation.
- **Obligation not to recognize third-party claims:**  
The policyholder must never acknowledge claims from third parties (e.g. by making a direct cash payment in case of damage to another vehicle).

Your other obligations are listed in your policy, the GTCI and the IPA.

If you culpably violate the obligations stated above, the insurer may cancel the insurance contract in accordance with the GTCI. If said violation influences the occurrence or extent of damages, the service may be reduced or even refused in accordance with the GTCI.

#### 7. Claims

##### How do I make a claim?

- Immediate claim report online at [insurance.postfinance.ch](https://insurance.postfinance.ch) or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.

##### What happens in the event of a claim for which I am responsible?

In cases of slight negligence, you will receive full cover. If the damage arose from deliberate action or gross negligence (in violation of basic standards of caution), the insurer can reduce its cover or, in liability insurance cases, request reimbursement from the party who caused the damage.

#### 8. Policy (insurance contract)

##### When does the insurance coverage enter into effect?

The insurance coverage begins on the date listed in the insurance policy. The provisional policy that you receive after an online application has no date. The date from which coverage takes effect is entered in the policy when collecting the licence plates from the driver and vehicle licensing office.

##### How long is the insurance contract?

The contract ends 12 months after it enters into effect. The date of expiry is listed in the policy. The contract is then renewed tacitly for another 12 months. We reserve the right to terminate the contract in accordance with the GTCI and IPA.

##### When does the insurance cover expire?

###### – Moving or registering a vehicle abroad

Insurance cover expires if the owner registers the vehicle abroad or moves their domicile abroad (unless bilateral agreements between the countries provide otherwise).

For more information on how and when contracts expire, please refer to the insurance policy, GTCI and IPA.

##### Can I revoke an application for insurance coverage?

The application to conclude an insurance contract can be revoked within 14 days following signature of the insurance application (i.e. after clicking the button "Confirm offer"). This right can be exercised in writing or in any other form that enables proof by text. The revocation is valid if it is sent by the last day of the revocation period.

##### When can the insurer amend the insurance contract?

If there are changes to the premium, fees or insurance conditions (e.g. excess provisions), the insurer may put these in an amended contract with effect from the following insurance period.

##### Proof of insurance for liability insurance

As soon as the desired cover is approved by iptiQ (by issuing a provisional policy), electronic proof of insurance is sent to the road traffic department and vehicle licensing office, where the number plates may then be collected.

If insurance cover no longer exists, the road traffic department will be informed and the number plates must be returned.

#### 9. Data protection

Information on the handling of your personal data can be found under "Data protection and data security" on the PostFinance Insurance website at: <https://insurance.postfinance.ch/en/legal>.

Information on data protection and the processing of your personal data in relation to the insurance contract and all the associated services can be found on the iptiQ website: <https://www.ipitiq.com/ch-datenschutzerklaerung>. This information may occasionally be updated based on developments in this area. The latest version published on this website shall always apply.

The policyholder acknowledges and agrees that by taking out the TONI insurance policy, the insurer and other third parties consulted by them may deduce that the policyholder potentially has a banking relationship with PostFinance.

The policyholder authorizes TONI to pass on their personal data to PostFinance for marketing and customer care purposes (including the display of insurance information in e-finance) and for the purposes of market research, improving services and operations, and product development. Further information on how PostFinance processes personal data can be found in PostFinance's General Privacy Policy at [postfinance.ch/dps](https://postfinance.ch/dps).

In the case of any enquiries or complaints relating to data protection, please contact the following coordinator:

TONI Digital Insurance Solutions AG  
Data Protection Officer  
Seefeldstrasse 5a  
8008 Zurich  
E-mail: [dataprotection@tonidigital.com](mailto:dataprotection@tonidigital.com)

## A General provisions

### Art. A1 Basis of contract

The insurance contract consists of the insurance policy, the General Terms and Conditions of Insurance (GTCI), and any Special Terms and Conditions of Insurance (STCI). The information in the policy refers to the information from the policyholder given in the application. The insurer is iptiQ EMEA P&C S.A., Luxembourg, Zurich office Mythenquai 50/60, 8002 Zurich, Switzerland (hereinafter referred to as iptiQ) for all coverage, with the exception of vehicle legal protection insurance and roadside assistance insurance.

With regard to breakdown service (roadside assistance insurance), the insurer is TAS Versicherungen AG, Chemin de Blandonnet 4, 1214 Vernier (hereinafter TAS). With regard to vehicle legal protection insurance, the insurer is Assista Rechtsschutz AG, Chemin de Blandonnet 4, 1214 Vernier (hereinafter Assista).

In addition, the Swiss Federal Insurance Policies Act (IPA) and to a lesser extent the Swiss Code of Obligations (CO) apply. For liability insurance, the Federal Act on Road Traffic (RTA Art. 63 et seq.) applies.

### Art. A2 Subject of the insurance

For motor vehicle insurance, the following supplementary coverage options are available:

- Liability insurance (Part B)
- Comprehensive insurance (Part C) (includes partial cover, collision cover and options)
- Breakdown service (roadside assistance insurance) (Part D) (optional)
- Personal insurance (Part E) (optional)
- Vehicle legal protection insurance (Part F) (optional)

The insured areas, options, insured amounts and excesses are listed in the insurance policy.

### Art. A3 Start of insurance cover

The insurance coverage begins on the date listed in the insurance policy.

### Art. A4 End of the contract

The contract ends 12 months after it enters into effect. The date of expiry is listed in the policy. The contract is then renewed tacitly for another 12 months if it is not validly terminated beforehand. Any notice of termina-

tion must be communicated between the policyholder and the insurer of the insurance contract in question. Vehicle legal protection insurance and roadside assistance insurance can be terminated separately in accordance with the provisions of these GTCI.

### Termination by policyholder:

- a) The standard period of notice is three months at the end of each month.
- b) If the insurer's operating licence is revoked by FINMA, the contract can be terminated with immediate effect.
- c) In case of a claim: after each claim for which the relevant insurer paid a benefit, and at the latest upon payment of the benefit in accordance with Art. 42 of the IPA. The cover expires 14 days after the insurer receives the notice of termination.
- d) If there is a significant reduction in risk, the policyholder is entitled to terminate the contract with four weeks' notice in writing, or in any other form that enables proof by text, or to demand a premium reduction (Art. 28a of the IPA).

### Termination by the insurer:

- a) The standard period of notice is three months at the end of each month.
- b) If essential facts were stated incorrectly in the application, the contract can be terminated pursuant to Art. 6 et seq. of the IPA.
- c) If a significant increase in risk was concealed from the relevant insurer, the contract can be terminated in accordance with Art. 28 et seq. of the IPA.
- d) If insurance fraud was committed, the contract can be terminated in accordance with Art. 40 of the IPA.
- e) If the policyholder has not paid their premium and has already received a reminder, the contract can be terminated in accordance with Art. 20 and 21 of the IPA.
- f) In case of a claim: after each claim for which the insurer paid a benefit, and at the latest upon payment of the benefit in accordance with Art. 42 of the IPA. The cover expires 30 days after the policyholder receives the notice of termination.

### Revocation of the application to conclude an insurance contract

The application to conclude an insurance contract can be revoked within 14 days following signature of the insurance application (i.e. after clicking the button "Confirm offer"). This right can be exercised in writing or in any other form that enables proof by text. The revocation is valid if it is sent by the last day of the revocation period.

### Art. A5 Expiry of contract

The insurance policy automatically expires when

- a) the policyholder registers their vehicle abroad;
- b) the policyholder moves their domicile abroad (unless bilateral agreements between the countries provide otherwise);
- c) in accordance with Art. 21 of the IPA, the policy ends automatically if the insurer does not demand the outstanding premium within two months following the expiry of the 14-day deadline for payment set by the insurer under threat of consequences for defaulting;
- d) the insured vehicle is sold to a new party, and there is a change of keeper. Art. 67 of the RTA remains reserved for liability insurance, and Art. 54 of the IPA remains reserved for comprehensive insurance.
- e) if, due to an insured total loss, the risk lapses.

### Art. A6 Termination of the contract by the insurer

The insurer may also withdraw the contract if the policyholder is in breach of their obligation to report damages and cooperate with the insurer in the event of a claim in order to deceive the insurer (Art. 6 of the IPA) or to prevent the timely determination of the circumstances that led to the claim (Art. 38 of the IPA).

Withdrawal of the contract must be made in writing or any other form that enables proof by text and takes effect on the date of delivery to the policyholder.

Termination of the contract by iptiQ, TAS or Assista applies only to cover provided by the relevant insurer.

#### Art. A7 Geographical scope of insurance

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card attached). The insurance is valid only if the insured vehicle is registered in Switzerland and the policyholder is domiciled in Switzerland (see Art. A5).

For trips abroad, the policyholder may request a green insurance card that shows which countries the vehicle is insured in.

Additionally, fully comprehensive insurance and passenger accident cover, as well as a breakdown service (roadside assistance insurance), is also provided in Kosovo.

#### Art. A8 Obligation to provide information in the event of a change in risk

If, during the term of the insurance, there is a change in any of the information provided in the application and facts relevant to the risk assessment (e.g. change of address, possible new drivers (such as learner drivers), changes to the vehicle, etc.), the insurer's representative specified in the policy must be informed immediately in writing or in any other form that enables proof by text.

Art. 28 to 32 of the IPA apply. The insurer is entitled to adapt the premium calculation for the entire contract starting from the date when the changes take effect or to cancel the contract in the event of a premium increase (see A4). In the event of cancellation by the insurer, liability shall expire 14 days after receipt of the notice of cancellation by the policyholder.

#### Art. A9 Premium payments and due dates

The premium is due in advance, and no later than the beginning of the insurance period. The premium is levied and displayed separately for each insurer. The first premium is due on the date stated in the policy. The subsequent premiums are likewise due on the dates stated in the policy.

For instalment payments, the full premium is due, but deferred. If the contract is terminated, the insurer can request immediate payment of all outstanding instalments.

Other outstanding payments from the contract (e.g. excess, reimbursement of benefits) will be due upon receipt of the relevant invoice.

#### Art. A10 Excess

The excess agreed upon in the policy applies for each insured event and is always charged in advance to the policyholder.

The excess applies to all cover provided by the insurer, taking into account the costs of defending against unfounded claims.

#### Art. A11 Fees

A separate fee is charged by the relevant insurer for the following special business cases:

- a) Pro rata instalment payments
- b) Reminders/payment collection fees
- c) Initiating a debt collection process, including any additional debt collection costs
- d) Amending the contract when licence plates are deposited (in the event of a suspension)
- e) Notifying authorities in the event of non-payment of the premium

#### Art. A12 Reimbursement of premium

If the contract is terminated prematurely, the insurer will reimburse the premiums paid pro rata.

However, the premium is payable to the relevant insurer for the full insurance period if the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months.

The premium for the whole insurance premium is payable to the insurer if the insurance benefit was delivered by the insurer due to the cessation of the risk (e.g. total loss or exploitation of the benefit).

#### Art. A13 Changes to the premium, excess and other conditions

The insurer is entitled to unilaterally change the conditions of the contract for a new insurance period within the scope of insurance contract law.

The changes will be announced in writing or in any other form that enables proof by text at least 30 days before the end of the insurance contract. The policyholder then has the right to terminate the insurance contracts in their entirety. The notice of termination must be delivered to the insurer no later than the final day of the year of cover.

If no termination is received by this point, the changes to the contract will be deemed accepted.

#### Termination is not permitted in the following situations:

- a) Increase of justified instalment fees;
- b) Introduction or increase of statutory fees (federal stamp duty, accident insurance premiums, contributions in accordance with the Road Traffic Act)
- c) Contract changes required by law or government authorities.

#### Art. A14 Non-payment of premiums, excesses or other receivables arising from the insurance contract

If premiums, excesses or other receivables arising from the insurance contract are not paid by the due date, the policyholder will be sent a reminder. Once 14 days have passed after sending the reminder for non-payment of premiums, the obligation of the insurer to provide benefits will be suspended until the outstanding premiums and fees, including any reminder or debt collection fees, have been paid in full. The suspension of insurance coverage applies only in favour of the insurer to which the premium has not been paid and is outstanding.

If liability insurance is suspended, the insurer will contact the relevant driver and vehicle licensing office, who will instruct the police to confiscate the vehicle registration document and number plates.

Where legally permissible, the insurer is entitled to offset outstanding premiums or other receivables arising from this contract with the benefits to the policyholder or another insured person.

#### Art. A15 Replacement vehicles

If the insured vehicle is not fit for use, the holder can apply to the competent authority for the number plates to be transferred to another safe vehicle for a maximum of 30 days.

The registration certificate for the insured vehicle must be left with the driver and vehicle licensing office responsible. It is not necessary to notify the insurer.

During this time, the agreed upon insurance coverage also applies to the replacement vehicle. However, this only applies to comprehensive insurance when the replacement vehicle is in the same price category or lower.

The insurance cover also remains in force for the insured vehicle. Liability and partial cover only apply, however, to damage that occurs on private property that is not accessible to public transport.

#### Art. A16 Depositing number plates

If the number plates are deposited with the driver and vehicle licensing office (suspension), the insurance cover continues to apply for a maximum of six months.

Liability and partial cover only apply, however, to damage that occurs on private property that is not accessible to public transport. During the period in which the number plates are deposited, a suspension rebate is applied to the premium. The premium reduction will be offset against the premium due upon reinstatement.

The insurance suspension rebates are as follows:

- a) Liability 100%
- b) Comprehensive cover 100%
- c) Partial cover 50%

If the number plates are not re-licensed six months after they have been deposited, the contract is terminated automatically and all premiums reimbursed.

If the additional "Suspension rebate" coverage has been taken out, no other suspension rebate is applicable, as this is already included in the premium.

#### Art. A17 Obligations in the event of a claim

The policyholder must inform the relevant insurer about the damage for which compensation is claimed immediately and before any repairs are undertaken. File your claim as follows:

- Immediate claim report online at [insurance.postfinance.ch](https://insurance.postfinance.ch) or by telephone on 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad)
- Do not recognize any third-party claims and do not sign any documents written in a foreign language.



The policyholder must provide all information about the damage and all information necessary to substantiate the claim for compensation. The insurer and its representative rely on the cooperation of the policyholder in order to provide optimal support. Examples include clear information about how and under which circumstances the damage occurred, the causes of the damage, the extent of the damage, and police reports or other relevant documentation. Each claim will be processed separately by the insurer with which the damage is insured.

For liability insurance, the insurer or its representative will negotiate with the injured parties. The insured persons are obliged to assist the insurer or its representative in determining the facts of the case and to refrain from responding to the claims of the injured party (loyalty to the contract). In particular, they may not acknowledge liability claims or make any payments to the injured party; furthermore, they must leave the handling of civil proceedings to the insurer. The settlement of the claims from the injured party by the insurer or its representative is in all cases binding for the insured persons. The policyholder must never acknowledge claims from third parties (e.g. by making a direct cash payment in case of damage to another vehicle).

The police must be informed in the event of an accident involving personal injury, theft or collision with an animal. In the event of theft, the insurer or its representative is entitled to file criminal charges against the perpetrator. In the event of death, the insurer or its representative must be notified (in writing or by phone) in good time, stating the injured party's name and place of residence and the date and place of the accident, so that, if necessary, evidence can be provided before the funeral.

For partial damages, the insurer or its representative is entitled to view the damaged vehicle before it is repaired.

If a lost vehicle is recovered within 30 days of the theft being reported to the insurer, the policyholder must retrieve the vehicle after it has undergone repairs at the insurer's expense. Any compensation that has already been paid will be reclaimed.

#### **Art. A18 Basic obligations when using the insured vehicle**

The policyholder must comply with the following obligations at all times when using the insured vehicle:

- The vehicle must be used for the purpose stated in the policy.
- The policyholder, vehicle keeper or owner must not knowingly allow the vehicle to be used by an unauthorized driver or a driver without a driving licence.
- The vehicle must be safeguarded against unauthorized use (e.g. with an engine immobilizer or a steering lock) and the keys made inaccessible to third parties.
- The vehicle users are obliged to take care of the insured vehicle at all times and must take the measures required under the circumstances to protect the insured objects.

#### **Art. A19 Accidents abroad**

In the event of an accident abroad, liability claims will be handled by a claims representative. On the basis of the Road Traffic Act and the number plate or green insurance card agreement or any other international agreement, the claims representative will instruct the competent authority to handle the injured party's claims.

The claims representative is listed on the green insurance card.

The remaining claims in the event of accidents abroad are handled by the insurer itself, unless it has outsourced the claims settlement to a third party company.

#### **Art. A20 Breach of obligations**

In the event of a breach of contractual obligations, the obligation to pay benefits under insurance contract law lapses, unless the breach is not the responsibility of an insured person or the breach has no influence on the occurrence of the likely event and on the scope of benefits provided by the insurer. Only the obligation of the insurer that is affected by the breach of the contractual obligation ceases to apply.

#### **Art. A21 Cession of claims**

Claims to the insured benefits may not be transferred or pledged prior to their final determination without the express consent of the insurer or its representative.

#### **Art. A22 Benefit reductions and right of recourse**

The insurer may hold the policyholder and insured persons liable to the extent that it is entitled under this contract or by law (in particular road traffic legislation or the Federal Act on Insurance Policies) to refuse or reduce its benefits. This may apply for instance due to restrictions on the scope of insurance, illegal or non-contractual use of the vehicle or the number plates, conduct contrary to the contract or damage caused by gross negligence, up to the amount of its benefits paid out, including lawyer's and court fees.

#### **Art. A23 Gross negligence cover (optional)**

If protection against gross negligence has been agreed in the policy, the insurer and its representative waive the right of recourse or reduction in benefits due to gross negligence in the event of damage pursuant to Art. 14 para. 2 and 3 of the IPA.

The following cases are not covered:

- a) if the driver caused the event while under the influence of alcohol, drugs or medication.
- b) if the insured event was deliberately or contingently caused by an insured person.
- c) if the damage was caused by speeding or participating in unauthorized races.
- d) in the event of theft if the vehicle was not locked or the key was left in the ignition.

#### **Art. A24 Correspondence with the insurer**

All correspondence must be sent to the insurer's representative listed on the most recent policy or premium invoice.

#### **Art. A25 Data protection**

The insurer and its partners are authorized to acquire and process the data needed for concluding contracts and handling claims. The insurer is likewise authorized to acquire necessary information from third parties and to view official files. The insurer and its partners must handle this information in a confidential manner. If required for the provision of services, the insurer, its representatives and TONI are authorized to forward data for processing to involved third parties, namely co-insurers, re-insurers or other participating insurers, involved intermediaries, cloud providers or other service providers used within Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurance in the event that claims for recourse are made.

In the event of a claim, the claim information is processed exclusively by the insurer and its representatives that cover the damage. Claim information will not be shared with insurers that are not affected.

The relevant insurer is authorized to share data to the extent necessary with the following parties: co-insurers and re-insurers, government agencies, insurance companies and institutions, central information systems belonging to insurance companies, other Group companies, cooperation partners, external assessors, and other relevant parties both domestically and abroad. The insurer may also request information from these parties when necessary. The insurers are authorized to inform third parties (e.g. competent authorities) to whom the insurance coverage has been confirmed of the suspension, amendment or termination of the insurance.

Information may also be shared in order to detect or prevent insurance fraud.

#### **Art. A26 Bank client confidentiality**

The policyholder acknowledges and agrees that by taking out the TONI insurance policy, the insurer and other third parties consulted by them may deduce that the policyholder potentially has a banking relationship with PostFinance.

#### **Art. A27 Customer communication**

The policyholder agrees that customer communication can occur via post, telephone and electronic channels (such as e-mail, etc.) using the addresses provided or known to the insurer and its representatives and auxiliaries (including intermediaries and cooperation partners). The policyholder is aware of the general risks of electronic channels. In addition, it cannot be ruled out that a possible banking relationship with PostFinance may be indicated by sending e-mails. By stating their e-mail address, the policyholder explicitly agrees that customer communication may take place using unsecured e-mails. The insurer, TONI, PostFinance and their representatives and auxiliaries accept no liability for damage or loss in this context.

#### Art. A28 Place of performance and jurisdiction

The obligations arising from this contract are to be fulfilled in Switzerland and in the Swiss currency. The policyholder or beneficiary may choose between the following places of jurisdiction:

- a) Zurich
- b) The Swiss domicile or headquarters of the policyholder or beneficiary

#### Art. A29 Sanction clause

Irrespective of the other contractual provisions, no insurance coverage exists, and the insurer does not provide any benefits if doing so would be in breach of or in conflict with applicable economic, trade or financial sanctions.

#### Art. A30 Optionale Deckung

The insurance coverage listed as optional in the GTCI is granted only if it is explicitly confirmed in the insurance policy.

#### Art. A31 Precautionary cover

If an electronic proof of insurance (eVN) has been issued without an insurance application having been submitted beforehand, provisional coverage will be granted "eVN valid from date":

- Motorcycle liability insurance within the scope of statutory minimum coverage with an excess of CHF 1,000.
- For vehicles up to and including the seventh year of service, fully comprehensive insurance with a maximum insured sum of CHF 130,000 (vehicle catalogue price, including accessories/equipment). An excess of CHF 500 shall apply to partial cover incidents, and CHF 1,000 to collision incidents. In the event of a total loss, the fair value is compensated.
- There is no provisional comprehensive insurance for vehicles from the eighth year of service.
- The insurance cover in accordance with the provisional scope of cover is valid until the policy is issued or the insurance application is submitted, but no longer than
  - 14 days from "eVN valid from date" in the event of partial liability and
  - 14 days from "eVN valid from date" in the event of comprehensive insurance.

#### Art. A32 Translation

In case of doubt, only the German version shall apply as far as the interpretation and content of the documents are concerned.

## B Liability insurance

#### Art. B1 Subject of the insurance

The insurer provides insurance cover for civil claims that are brought against the insured persons on the basis of statutory liability provisions of road traffic law due to:

- a) Death or injury of a person (personal injury);
- b) Destruction or damage of property (material damage).

Personal injury and material damage are insured when they arise

- a) as a result of operating the vehicle specified in the policy and trailers or vehicles towed by the insured vehicle;
- b) during a traffic accident caused by these vehicles when they are not being operated;
- c) as a result of providing assistance in the event of an accident involving said vehicles.

The insurance also extends to liability of the insured persons for uncoupled trailers as per Art. 2 of the Vehicles Insurance Ordinance (VIO).

The insurance also covers civil law claims against the insured persons arising from accidents when entering or exiting the vehicle, when opening or closing the doors, bonnet, sunroof or boot, and when coupling or uncoupling a trailer or towed vehicle.

If, as a result of an unforeseen event, the occurrence of an insured loss is imminent, the insurance also extends to the costs borne by an insured person which are caused by appropriate measures to avert this risk (loss prevention costs).

The insurance does not cover:

- a) liability for claims arising from the transport of dangerous goods as defined by Swiss road traffic legislation;
- a) liability for claims arising from using the vehicle for commercial passenger transport or from commercially renting the vehicle to another driver.

#### Art. B2 Insured persons

The insurance covers the owner and the persons for whom he is responsible pursuant to road traffic legislation.

#### Art. B3 Insurance benefits

The insurance covers the settlement of justified claims and the defence against unjustified claims. The benefits provided by the insurer are limited to the insured amount specified in the policy, including any interest on the claims for damages, lawyer's fees and court costs, irrespective of the injured party's rights. If an insured claim occurs in a country where higher minimum insured sums are prescribed by law, iptiQ shall be liable to the extent of these insured sums.

#### Art. B4 Coverage for damage due to fire, explosion or nuclear power

Compensation for personal injury and material damage that arise from fire, explosions or nuclear power, as well as total loss prevention costs, are limited to the legally stipulated minimum insurance cover.

If road traffic legislation provides for a higher amount, then that legislation takes precedence and this amount applies as the maximum compensation provided by the insurer.

#### Art. B5 Excess

The excess specified in the policy applies for each claim that arises for which the insurer must provide benefits. It is to be paid by the policyholder.

The agreed upon excess for young drivers applies to drivers who are under the age of 25 at the time of the insured event.

The agreed upon excess for new drivers applies to drivers who have held the licence for their vehicle category for less than three years at the time of the insured event.

The agreed upon excess for other drivers applies to drivers who have reached the age of 25 at the time of the insured event. If an excess is agreed and the insurer has directly settled the injured party's claims, the policyholder is, subject to the paragraph below, required to repay the amount of the deductible upon first request, up to the agreed excess and regardless of who was driving the vehicle at the time of the accident.

The excess is waived:

- a) when no fault is attributable to the insured person (purely causal liability);
- b) in the event of joyrides where the owner is not responsible for the theft of the vehicle.

#### Art. B6 Limitations to insurance coverage

Subject to Art. 63 of the Road Traffic Act, the insurance does not cover:

- a) claims for damage to property of the holder, their spouse, the registered partner of the holder, their ascendant or descendant relatives and their siblings living with them in the same household;
- b) claims filed by victims of accidents occurring during races, rallies or similar competitions, as well as during all rides on race tracks. When such events take place in Switzerland, claims filed by third parties pursuant to Art. 72 para. 4 of the Road Traffic Act are excluded only if the legally prescribed insurance exists for the event in question;
- c) claims arising between the keeper and owner of a vehicle for damage to that vehicle;
- d) the civil liability of a driver operating a vehicle without the legally required driving licence, or the liability of a driver with a learner's licence driving without the legally required company;
- e) the civil liability of those who allow such persons to operate the insured vehicle, even though they are or ought to have been aware, had proper care been taken, that the person does not possess a legally required licence or is carrying out the journey without the prescribed company;

- f) in the event of joyrides: the civil liability of the persons who stole and drove the insured vehicle with the intention of using it and that of the driver who knew or ought to have known, had proper care been taken, that the vehicle had been stolen for this purpose;
- g) civil liability for driving without permission of the authorities and the civil liability of those who used the vehicle entrusted to them for journeys they were not authorized to make;
- h) claims arising from accidents in connection with deliberately committing or attempting to commit a crime or offence.

**Art. B7 Right to demand repayment**

The insurer or representative may demand repayment in whole or in part of benefits paid out to policyholders or insured persons if it later becomes clear that the benefits were not actually due.

There is also a right to demand repayment from the policyholder, the perpetrator or the individual responsible:

- a) for claims arising from accidents in connection with deliberately committing or attempting to commit a crime or offence.
- b) if the insurer must pay compensation to third parties, or if the insurance policy has already been suspended or terminated.
- c) if the vehicle was stolen: vis-à-vis the policyholder if they are at fault, and/or the thief, and/or the user who knew of the theft.
- d) if the driver does not possess the legally required driving licence or they do not meet the legal requirements.
- e) if individuals used the vehicle entrusted to the policyholder for purposes for which they were not authorized.
- f) for driving without an authorization from the authorities.
- g) if, as a result of alcoholic drinks, drugs, medication or other narcotics, the driver is not fit to drive the vehicle safely.
- h) when transporting dangerous goods as defined by Swiss road traffic legislation, unless this is expressly agreed as insured in the policy.
- i) when using the vehicle for commercial purposes (in particular, this is applicable when using the vehicle as a taxi, a rental car, an Uber, for car sharing, when hiring it out to third parties, when using it as a driving tuition vehicle, for transport, etc.), unless this is expressly agreed as insured in the policy.
- j) in connection with damage caused by wartime, civil war, domestic unrest/riots or state actions.

**C Comprehensive insurance (includes partial cover, collision cover and other options)**

**Art. C1 Subject of the insurance**

iptiQ covers damage that is outside the control of the insured persons and affects the declared vehicle as well as its special equipment, accessories and standard on-board equipment. Trailers are insured only if previously agreed upon.

Accessories and equipment that can also be used independently of the vehicle, such as game consoles, telephones, radios, audio, video and data carriers etc., equipment and optional extras that exceed the standard equipment and for which a surcharge must be paid, are not covered. Without a specific agreement, these items are also insured in full up to a total value of 10 percent of the catalogue price of the declared vehicle. The insurance does not cover accessories that are not permanently mounted on the vehicle or that are not inside the locked vehicle. The insurance covers damage suffered by the vehicle when it is being operated, when it is stationary or when it is being transported by sea or land.

**Art. C2 Insured events covered by partially comprehensive insurance**

If insured events are labelled as "optional", these are insured only if they are listed as insured in the policy. The options can be insured only if at least partial comprehensive insurance cover has been taken out.

**a) Theft**

Loss, destruction or damage to the vehicle as a result of theft, misappropriation or robbery as defined by criminal provisions. Damage arising from attempted theft, misappropriation or robbery is also covered. Accessories are insured only if they are permanently mount-

ed or are located inside the vehicle. Damage resulting from a breach of trust is excluded.

**b) Fire damage**

Fire damage, regardless of the cause (internal or external); damage resulting from short circuits, explosions and lightning; damage resulting from firefighting activities.

The following situations are not insured:

- Damage to electronic devices and components caused by internal defects or wear
- Fire damage to vehicles or components for which warranty claims could be made
- Scorching damage.

**c) Natural hazards**

Damage caused directly by stones or rocks falling on the vehicle, falling ice, landslides, avalanches, snow pressure, storms (winds of at least 75 km/h that damage trees or buildings in the vicinity of the vehicle), hail, high water and floods.

**d) Glass damage**

Breakage of the front, side and rear windows or the glass roof (including materials used in place of glass). Benefits are to be paid out only after the glass damage in question has been effectively repaired.

**e) Collision with animals**

Damage caused by collision of the declared vehicle with animals on a public road. Damage caused by swerving to avoid a collision with an animal is not covered.

**f) Damage caused by vandalism**

Wilful or malicious breaking off of the antenna, mirrors, windscreen wipers or ornamental items, punctured tyres, and the addition of harmful substances to the fuel tank. The list is exhaustive.

**g) Damage caused by martens**

Damage to a declared vehicle caused by marten bites (includes consequential damage).

**h) Damage caused by falling parts**

Damage as a result of a crashing aircraft or an aircraft making an emergency landing, spacecraft, rockets or parts thereof, objects transported by aircraft, and meteorites.

**i) Damage caused by emergency services**

Maintenance and cleaning of a vehicle following damage caused to the interior as a consequence of assistance provided to road accident victims.

**j) Parking damage (optional)**

Damages caused by unknown third parties to a declared vehicle while it is parked and locked. A maximum of two claims are paid per calendar year, depending on the date of damage. The insured sum for parking damage cover is listed in the policy. If the insured sum is listed as "unlimited" in the policy, the benefits are limited as per Art. C4.

**k) Carried items (optional)**

Damage or destruction of personal effects carried in a declared vehicle for the personal use of its passengers when the vehicle itself suffers damage. Theft of personal effects carried in a declared vehicle for the personal use of its passengers, provided these were in a completely locked car at the time of the theft, and the theft resulted in damage to the car. The following are not insured: cash, credit cards, travel cards and tickets, securities, savings books, precious metals (as inventory, bullion or trade goods), coins and medals, loose gemstones and pearls, jewellery, audiovisual items such as DVDs or games, computer hardware and software, portable telephone and radio equipment, radios and TVs, fax machines, merchandise and goods used for work. Subjective values will not be compensated.

**l) Safety clothing (optional)**

The safety clothing of the driver of the insured motorcycle and any passengers is insured against theft and damage:

Safety clothing encompasses helmets, motorcycle suits including protectors, protective suits, boots and gloves. The list is exhaustive. The insurance cover includes:

- damage or destruction relating directly to an accident involving the motorcycle used; purely aesthetic damage which does not affect the protective quality of the item is not insured;
- theft, provided that the insured item was in a completely locked container (rack/storage compartment) that was permanently mounted to the motorcycle and secured against theft; the theft of helmets is also covered if they were attached to the motorcycle

using a helmet lock. Furthermore, the insurance cover applies to the policyholder or to persons living in the same household as the policyholder, in the capacity of driver or passenger of any motorcycle.

This list of insured events is exhaustive.

**Art. C3 Insured events covered by comprehensive collision insurance**

Damage caused by a sudden, violent external force, in particular damage caused by impact, collision, falls, sinking, even if it occurs following operational, breakage or wear and tear damage; damage caused by wilful or malicious acts of third parties. Collision damage is insured only if it is listed in the policy as insured.

**Art. C4 Insurance benefits**

**a) Benefits in the event of partial damage**

The insurer pays:

- Repairs: repair costs, i.e. spare parts and labour costs for restoring the vehicle to the condition it was in before the insured event.
- Amount: 75% of the sum calculated for repair costs, where an estimate has been provided by iptiQ. The customer can then not add any additional damages to the same claim.

Pre-existing damage: if damage was already present before the occurrence of the claim, the compensation paid by the insurer is reduced by the amount of the repair costs for said damage. Where poor maintenance, wear and tear or pre-existing damage have significantly increased the cost of repair or if the repair has significantly improved the condition of the vehicle, the policyholder must bear an appropriate share of these costs, as determined by the experts.

If the replacement value or, in the case of dealer number plates, the insured amount is declared too low, the damage will be compensated only in proportion to the ratio of the declared replacement value (the declared insured amount) to the actual replacement value of the damaged or stolen vehicle.

**b) Benefits in the event of total loss**

The policy states whether or not the insurance was concluded with or without value supplement.

**b1) Current value supplement (optional)**

Total loss occurs if the repair costs exceed 65% of the current value within the first two years of operation or if the repair costs exceed the current value after the first two years.

Total loss also occurs if a stolen vehicle is not found within 30 days of submission of the claim in writing to the insurer or representative. Following total loss, compensation is calculated using the following scale. It is based on a percentage of the catalogue price (at the time of manufacture) for the vehicle and its optional equipment (partial years will be calculated proportionally).

1st year of operation	100%
2nd year of operation	100%–90%
3rd year of operation	90%–80%
4th year of operation	80%–70%
5th year of operation	70%–60%
6th year of operation	60%–50%
7th year of operation	50%–40%

From the 8th year of operation: current value plus 10%

In all circumstances, the maximum compensation will be the purchase price and the minimum compensation will be the current value (plus 10%). If the current value (plus 10%) is higher than the purchase price, the purchase price is compensated.

**b2) Current value** (if the value supplement option was not selected)

Total loss occurs if the repair costs exceed the current value. Total loss also occurs if a stolen vehicle is not found within 30 days of submission of the claim in writing to the insurer or its representative. Following total loss, compensation is based on the vehicle's current value. In all circumstances, the maximum compensation will be the purchase price and the minimum compensation will be the current value. If the current value is higher than the purchase price, the purchase price is compensated.

**b3) Reduction of benefits**

If the replacement value or, in the case of dealer number plates, the insured amount is declared too low, the damage will be compensated only in proportion to the ratio of the declared replacement value (the

declared insured amount) to the actual replacement value of the damaged or stolen vehicle.

**c) Scrap**

In the event of total loss, the value of the scrap vehicle will be deducted from the compensation. This provision also applies mutatis mutandis to individual equipment, accessories and items carried. Punctured tyres are compensated proportional to their degree of wear. If the scrap value is not deducted from the compensation, the scrap or the vehicle or other objects become the property of the insurer upon payment. If a lost vehicle or other item is compensated, the ownership rights are also transferred to the insurer.

**d) Coverage for items carried**

The insurer will pay the costs for the repair, but not more than the amount required for the purchase of an equivalent item at the time of the loss event. The benefits are limited to the insured amounts listed in the insurance policy.

**e) Additional costs**

Costs for salvaging and towing the vehicle to the nearest workshop suitable for the necessary repairs.

For insured events that transpire abroad, the insurer also reimburses the costs of returning the vehicle to Switzerland if the vehicle cannot be returned by the policyholder or driver. This includes any customs clearance costs.

**Art. C5 Insured amount and excess**

**a) Insured amount**

The insured amount is determined based on the catalogue price of the vehicle as well as the replacement value of any accessories or optional equipment. If no catalogue price is available, or if the value of the vehicle exceeds the list price, or if there are other reasonable grounds, a market value can be agreed upon. This value is then used to calculate the premium and the compensation in the event of a total loss. If the agreed market value or declared replacement value for accessories and equipment is lower than the actual value of the insured risk at the time of the insured event, the insurer or its representative can reduce the benefits proportionally (underinsurance).

**b) Excess**

The policy lists the insured events for which the policyholder has to pay an excess.

The agreed excess applies to each claim. If a towing vehicle and trailer are insured with the insurer iptiQ and both are damaged in the same event, the excess applies only once. If there are several excesses, the highest one applies.

**Art. C6 Special expenses**

The insurance covers expenses due to a temporary breakdown of the insured vehicle as a result of a comprehensively insured event. Travel and transport costs, the cost of hiring a replacement vehicle of the same or lower price category, the cost of overnight accommodation and other expenses incurred due to the breakdown of the vehicle are insured up to the insured sum of CHF 500, provided that these are not already covered by the basic benefits of comprehensive insurance or roadside breakdown assistance.

**Art. C7 Limitations to insurance coverage**

The following situations are not insured:

- a) Operating damage, breakage or wear and tear, in particular broken springs due to vibration of the vehicle on the road, or manufacturer damage
- b) Damage from lack of oil or poor oil quality
- c) Damage due to the lack or freezing of coolant
- d) Damage caused by a driver who does not possess a legally required driving licence, or by a driver with a learner's licence who drives without the legally prescribed company, where an insured person was aware or ought to have been aware of the situation, had proper care been taken.
- e) Damage caused by war, violation of neutrality, revolution, rebellion, uprising and actions taken to address these situations, unless the policyholder can prove that the damage is unrelated to these events
- f) Damage from civil unrest (acts of violence against persons or property committed during unlawful assemblies, riots or other disturbances) and measures taken to address them, unless the policyholder can prove in a credible manner that it or the driver took all reasonable measures to prevent the damage



- g) Damages from earthquakes, volcanic eruptions or changes in the nuclear structure
- h) Damage arising from participation in races, rallies or similar competitions, as well as all races on race tracks. The insurance does, however, cover damage arising from participating in orienteering, off-road or gymkhana races
- i) Depreciation in value, reduced performance or serviceability as well as loss of use of the vehicle
- j) Claims arising from accidents in connection with deliberately committing or attempting to commit a crime or offence
- k) When a person is under the influence of alcohol or drugs, specifically in the case of collision and consequential damage that occurs when the vehicle was driven by the policyholder or a driver under the influence of alcohol (with a blood alcohol content of 1.5‰ or more, average value, or a breath alcohol concentration of 0.75 mg/L or more, average value) or under the influence of drugs in accordance with Article 2 of the Swiss Road Traffic Regulations Ordinance
- l) Claims for cyber events that affect the insured vehicle in the form of hacker attacks on the manufacturer; for the costs of restoring the software in the event of a cyberattack; for damage and consequential damage caused by self-manipulation of the software
- m) Tyre damage unrelated to damage of the insured vehicle
- n) Damage caused deliberately
- o) Consequential costs and damages resulting from pre-existing damage to the insured vehicle
- p) Torsion damage caused by coupled trailers
- q) Damage that is exclusively the result of electronic faults or other interior defects
- r) Damage caused by the commercial transport of individuals

## D Breakdown service (roadside assistance insurance) (optional)

### Art. D1 Insured persons and vehicles

TAS insurance applies to the passenger vehicle with a total weight of up to 3,500 kg that is used by the insured persons living in the same household or to the motorcycle. The coverage includes legally permitted trailers that are towed by the insured vehicle.

### Art. D2 Scope and period of validity

The insurance is in valid in Europe and the countries bordering the Mediterranean (see the country list on the green insurance card) for the duration agreed in the policy. The services are limited to the European part in Russia, Kazakhstan and Turkey.

### Art. D3 Insured events and benefits

TAS covers the following costs if the vehicle used by the insured person from their place of residence is involved in a traffic accident or breakdown or is stolen within Europe:

- a) towing and repairs up to CHF 400 (including small parts brought by the roadside assistance mechanic that are necessary for putting the vehicle back in working order, but excluding other material costs). Costs for repairs at a garage and spare parts are not covered.
- b) storage costs up to CHF 300;
- c) salvaging the vehicle up to CHF 2'000;
- d) delivery of spare parts if they cannot be obtained on site;
- e) expertise up to CHF 200 if the repair invoice appears unjustified;
- f) costs in accordance with Art. D3f for continuing the trip or returning to the driver's residence (including rental of a replacement vehicle in the same category) where it can be proven that it was not possible to wait for the vehicle to be put back into working order;

#### Art. D3f Insured benefits

Should an insured event occur, TAS will either pay the additional costs for the continuation of the journey including accommodation, meals and communication costs for calls to the alarm centre via one of the following numbers: 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad) for a maximum of 7 days) up to CHF 700 per person or up to CHF 1'000 if a rental car is used, regardless of how many people use the rental car;

- g) return of the vehicle by TAS if:
  - it cannot be repaired within 48 hours,
  - the stolen vehicle reappears only after 48 hours, or
  - the insured person has to use another mode of transportation as a result of the insured event and leave their vehicle behind, or if the insured person falls ill, is injured or dies and none of their travel companions are in possession of a valid driving licence. These costs will be covered up to the current value of the vehicle to be collected;
- h) the train trip to the location of the vehicle if the insured person returns it;
- i) the customs duties for the vehicle if it can no longer be returned to the insured person's country of residence following total loss or theft.

### Art. D4 Advance on costs for repairs abroad

The TAS also provides the insured person with advance payment of up to CHF 2'000 for costly repairs abroad. This amount must be reimbursed within 30 days of the insured person returning to their place of residence.

### Art. D5 Exclusions

Benefits are excluded if:

- a) the alarm centre or TAS did not approve the benefits in advance as per Art. D3;
- b) the vehicle was poorly maintained or if defects already existed or were recognizable on the vehicle upon commencement of the journey;
- c) the vehicle is fitted with a dealer's number plate (U number).

### Art. D6 Claims

In order to claim benefits from TAS, immediate notice of the insured event must be given to TAS via one of the following numbers: 0848 117 799 (from Switzerland) or +41 58 667 14 00 (from abroad).

The following documents must be submitted to TAS:

- a) the original police and accident reports;
- b) the original receipts and invoices;
- c) a copy of the insurance policy.

## E Personal accident insurance (optional)

### Art. E1 Subject of the insurance

iptiQ provides cover for accidents in which passengers in an insured vehicle are injured or killed. This cover includes the following costs and insured benefits.

This insurance covers bodily injuries as defined in the Federal Accident Insurance Act (AIA).

Benefits are reduced proportionally if the damage to health or death is only partially attributable to the accident.

### Art. E2 Insured persons

The insurance covers all the occupants of the insured vehicle specified in the policy who are injured or killed in the insured event.

The cover excludes persons who are not properly seated in the vehicle.

### Art. E3 Insured benefits

#### a) Treatment costs

- The insurer covers the following from the day of the accident when they are prescribed by a licensed doctor or dentist:
- Medical treatment along with necessary transport of the affected person
  - Hospital and health resort stays (private ward); spa treatments only in specialized establishments and when approved by the insurer or its representative
  - Services provided by qualified nursing staff or those provided by an institution for the duration of the treatment
  - Rental of medical equipment
  - First-time purchase of prostheses, glasses, hearing aids and orthopaedic aids as well as their repair or replacement (replacement value) if they are damaged or destroyed as a result of the accident leading to treatment

Unlimited compensation of the treatment costs is provided for, but for a maximum of 730 days. The compensation is reduced if the costs are assumed by accident insurance (AIA), health insurance (HIA), Swiss Disability Insurance (DI), Swiss Military Insurance (MI), or an additional insurance policy as per IPA.

**b) Daily hospital allowance**

The insurer pays a daily hospital allowance for the duration of hospital or health resort stays. The allowance is limited to 730 daily allowances and CHF 160 per day.

**c) Daily allowance**

If the accident leads to incapacity for work, the insurer pays the daily allowance to the extent of the medically confirmed incapacity for work. The allowance is limited to 730 daily allowances and CHF 25 per day (in the event of full incapacity for work).

**d) Disability**

If the accident leads to a permanent disability, the insurer pays the percentage corresponding to the degree of disability. The degree of disability is determined in accordance with the provisions on measuring the extent of damage of the Federal Accident Insurance Act (AIA).

If several parts of the body sustain injury in the accident, the degree of disability is established by adding the different percentages.

The total degree of disability never exceeds 100%. If the insured person was disabled prior to the accident, the insurer pays the difference between the amount resulting from the previous degree of disability and the amount calculated on the basis of the total degree of disability. The maximum insurance is limited to CHF 75,000.

**e) Death**

The insurer pays a death benefit of CHF 50,000 for the insured person:

- to the spouse or registered partner
- in the absence thereof, to the children for whose maintenance the insured person has paid in whole or in part
- in the absence thereof, to the other persons for whose maintenance the insured person is primarily responsible
- in the absence thereof, to the descendants who have inheritance rights
- in the absence thereof, to the parents
- in the absence thereof, to the siblings or their descendants

If there are no surviving relatives as mentioned above, the insurer pays the funeral costs up to a maximum of the agreed death benefit.

**Art. E4 Limitations to insurance coverage**

The following situations are not insured:

- a) suicide, self-mutilation or the attempt to do so;
- b) accidents in a stolen vehicle.

If the insured person is also entitled to social insurance benefits, the insurer pays the part for which the insured person is not entitled under this insurance. This is a private supplementary accident insurance policy that complements an existing one or substitutes a missing mandatory accident insurance.

The limitations to insurance coverage set out in Art. B7 and C7 are also applicable.

**F Vehicle legal protection insurance (optional)**

**Art. F1 Insured persons**

Assista covers the following persons:

- the owner or keeper of an insured vehicle
- the driver of an insured vehicle
- the passengers of an insured vehicle

**Art. F2 Insured vehicles**

The insurance covers the motor vehicles listed in the policy (including replacement vehicles).

**Art. F3 Insured benefits**

Assista provides the following benefits in the cases listed under Art. F11:

- a) representation of legal interests by the Assista legal service;
- b) a maximum payment of CHF 300'000 per case, unless a special benefit restriction is specified:

- the costs of lawyers and mediators;
- the costs of experts;
- the costs of proceedings and court costs charged to the insured person, including writing and ruling fees;
- counterparty compensation;
- bail to avoid pre-trial detention. This benefit is only provided in advance and must be reimbursed to Assista.

The following are not paid:

- fines and penalties;
- compensation and satisfaction;
- costs for which a liable third party is responsible;
- public notary and registry costs;
- costs for official approvals, permits and assessments. Any compensation due to the policyholder that arises from a legal case must be reimbursed to Assista in the amount of any benefit that was paid out.

**Art. F4 Period of coverage and waiting period**

The time of the causal event is decisive for the insurance cover. Legal protection is only granted if the basic event occurs during the period of the insurance contract. Causal events are defined in Art. F11.

**Art. F5 Geographical scope of insurance**

The insurance is valid in Europe and in countries bordering the Mediterranean (see the country list on the green insurance card).

**Art. F6 General exclusions**

No legal protection cover is granted in cases:

- which occurred before the insurance contract was concluded;
- in direct or indirect connection with the deliberate attempt to commit a crime, or in deliberately caused legal cases and any resulting civil or administrative disputes, or
- against lawyers, mediators, assessors and experts who are working or have worked on behalf of the policyholder or insured person in an insured legal protection case
- in connection with war, unrest, strikes and lockouts
- against Assista, TONI, TAS or associated bodies.

**Art. F7 Notifying a legal protection case**

The insured person is obliged to notify Assista immediately in the event of a legal protection case, at its request in writing.

The insured person is obliged to support Assista in handling their legal protection case, provide the necessary authorizations and information, and forward without delay any notifications and documents received, particularly those from the authorities.

In the event of culpable breach of these obligations, Assista may reduce its benefits where these led to additional costs. In the event of gross violation, benefits may be refused altogether.

**Art. F8 Settling a legal protection case**

After consultation with the insured person, Assista will take the measures necessary to protect their interests.

If it is necessary to consult a lawyer, in particular in court or administrative proceedings or in the event of a conflict of interests, the insured person may choose their lawyer freely.

If Assista does not approve the chosen lawyer, the insured person may propose three other lawyers. The three lawyers must be from different firms. Assista must accept one of the three proposals. Before hiring a lawyer, the insured person must obtain approval and a cost reimbursement guarantee from Assista.

If there are no valid reasons for a change of lawyer, the insured person will bear the costs arising therefrom.

**Art. F9 Procedure for dispute resolution**

In the event of disagreement, particularly if Assista considers a case as having no prospect of success, the insured person may request arbitration proceedings. A person designated by both parties will be appointed as arbiter. In all other respects, the procedure is governed by the provisions on arbitration set out in the Swiss Civil Procedure Code (ZPO).

If an insured person litigates at their own expense and achieves a better result in the main proceedings than what had been estimated by Assista, Assista will provide the contractual benefits.

**Art. F10 Data protection and confidentiality**

Assista only collects and processes data that are necessary for handling contracts and claims as well as for the provision of services. Assista treats all personal and business data confidentially. Assista complies with the applicable legal regulations on data protection.

Assista exchanges data with third parties only when necessary, in particular for establishing the facts during the risk assessment, settling claims and preventing insurance fraud.

The right to access, correct and delete data is guaranteed under data protection law. Assista collects data both electronically and in paper form.

Data is protected against unauthorized access in accordance with the Federal Act on Data Protection.

All data are subject to a legally required 10-year retention period.

**Art. F11 Insured vehicle legal protection cases**

The following situations are insured:

- the assertion of non-contractual damage claims against the perpetrator or their liability insurance as well as against victim assistance. The causal event is the time at which the damage occurred.
- The following situations are not insured: defence against damage claims as well as the assertion of purely financial loss (without related physical injury or material damage).
- Criminal proceedings against an insured person. The causal event is the time at which the violation of the law occurred. In the event of an official investigation for a deliberate offence, the costs will only be covered after acquittal or termination of the proceedings.
- Administrative proceedings. The causal event is the time at which the violation of the law occurred. Cases in connection with attempts to re-obtain a driving licence are not covered.
- Legal disputes with an insurance company, health insurance company or pension fund. The causal event is the time of the event which triggers the insurance claim against the insurance company, health insurance or pension fund; otherwise the date of the notification that triggers the dispute applies.
- Legal disputes arising from all other contracts related to the insured vehicle and governed by the Swiss Code of Obligations. The causal event is the time of the event that triggers the dispute. Cases in connection with contracts which the policyholder concludes on a professional basis are not insured.
- Legal advice in all other legal disputes up to CHF 300. The causal event is the time at which the advice is needed. The insured person is entitled to one legal advice consultation per year.

**Art. F12 Legal advice protection**

Legal advice protection as laid out in Art. F11 applies to all legal protection cases and characteristics that are not specifically enumerated, as well as to cases in connection with:

- participating in competitions or races, including training;
- excursion boats and aircraft.

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<b>1. INTERNATIONAL MOTOR INSURANCE CARD</b> <b>1. INTERNATIONALE VERSICHERUNGSKARTE</b> <b>1. CARTE INTERNATIONALE D'ASSURANCE AUTOMOBILE</b>			<b>2. Herausgegeben mit Genehmigung des Nationalen Versicherungsbüros Schweiz, Postfach, 8085 Zürich, <a href="http://www.nbi-ngf.ch">www.nbi-ngf.ch</a></b> <b>2. Emise avec l'autorisation du Bureau National Suisse d'Assurance, Case postale, 8085 Zurich, <a href="http://www.nbi-ngf.ch">www.nbi-ngf.ch</a></b>							
<b>3. GÜLTIG / VALABLE</b> VON/DU: TT/JJ MM/MM JJJJ/AAAA TT/JJ BIS/AU: MM/MM JJJJ/AAAA (beide Tage eingeschlossen / ces deux dates comprises)			<b>4. Ländercode / Versicherercode / Policennummer</b> <b>4. Code du pays / Code de l'assureur / No. de police</b> CH / ... / .....							
<b>5. Amtl. Kontrollschilder oder, falls nicht vorhanden, Fahrgestell-Nr.</b> <b>5. No. d'immatriculation ou, à défaut, no. du châssis</b>			<b>6. Art des Fahrzeuges *</b> <b>6. Catégorie du véhicule*</b>		<b>7. Fabrikmarke des Fahrzeuges</b> <b>7. Marque du véhicule</b>					
<b>8. GELTUNGSBEREICH:</b> Diese Versicherungskarte gilt für Länder, deren Felder nicht gestrichen sind (für nähere Informationen siehe auch <a href="http://www.cobx.org">www.cobx.org</a> ). Das Binnland des besuchten Landes übernimmt hinsichtlich des in dieser Versicherungskarte bezeichneten Fahrzeuges die Verpflichtungen eines Haftpflichtversicherers nach Massgabe der Gesetzgebung im besuchten Land. Die Kontaktadressen der Büros sind unter <a href="http://www.cobx.org">www.cobx.org</a> einsehbar. <b>8. VALIDITE TERRITORIALE:</b> Cette carte est valable pour les pays dont la case n'est pas rayée (pour information complémentaire, consulter <a href="http://www.cobx.org">www.cobx.org</a> ). Dans chaque pays visités, le Bureau de ce pays garantit, pour ce qui a trait à l'utilisation du véhicule décrit ici, la couverture d'assurance conformément aux lois de ce pays relatives à l'obligation d'assurance. Pour l'identification du Bureau approprié, voir <a href="http://www.cobx.org">www.cobx.org</a> .										
A	B	BG	CY(**)	CZ	D	DK	E	EST	F	FIN
GR	H	HR	I	IRL	IS	L	LT	LV	M	N
NL	P	PL	RO	S	K	SLO	CH	AL	AND	<del>AZE</del>
BIH	<del>BY</del>	<del>IR</del>	<del>MA</del>	<del>RU</del>	<del>UK</del>	MK	MNE	<del>RUS</del>	<del>SRB(**)</del>	<del>TN</del>
<del>UA</del>	UK									
(**) Versicherungsschutz auf der Grundlage von für Aserbaidschan, Serbien und Zypern ausgegebenen Grünen Karten ist auf diejenigen geographischen Gebiete beschränkt, die unter Kontrolle der jeweiligen Regierung stehen. Weiter Informationen finden Sie im Internet unter <a href="http://qc-territorial-validity.cobx.org">http://qc-territorial-validity.cobx.org</a> (***) La couverture d'assurance fournie par les cartes vertes délivrées pour l'Azerbaïdjan, Chypre et la Serbie est limitée aux parties géographiques des dits pays qui sont sous le contrôle des gouvernements respectifs. Pour plus d'informations, veuillez consulter <a href="http://qc-territorial-validity.cobx.org">http://qc-territorial-validity.cobx.org</a>										
<b>9. Name und Adresse des Versicherungsnehmers (oder des Fahrzeughalters) / 9. Nom et adresse du preneur d'assurance (ou du détenteur)</b>										
<b>10. Diese Karte ist ausgestellt durch / 10. Cette carte a été délivrée par</b> iptiQ EMEA P&C S.A., Luxembourg, Zweigniederlassung Zürich Mythenquai 50/60, CH-8002 Zürich Tel. / Tél.: +41 43 543 81 81 Fax: +41 43 543 81 82 82 info@tonidigital.com			<b>11. Unterschrift des Versicherers / 11. Signature de l'assureur</b> .....							
* Fahrzeugkategorie / Catégorie de véhicule										
A: Personenwagen/Automobile    B: Motorrad/Motocycle    C: Lastwagen/Camion    D: Motorfahrrad/Cyclomoteur    E: Gesellschaftswagen/Autobus    F: Anhänger/Remorque    G: Andere/Autres										

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