

# **Standard Terms of Insurance (STI)**

## **Helvetia private customers insurance**

Mutual provisions

September 2017 edition

## Foreword

Dear customer

Thank you for your interest in Helvetia's private customers insurance.

We place great value in ensuring that you can quickly and dependably obtain information about your insurance contract. This is why the Standard Terms of Insurance (STIs) are structured like a reference document. In addition to a table of contents, they also contain customer information and other contractual provisions. To make the terms of the contract easier to read, the male form of any gender-specific terminology is used, but of course, these terms also apply to female persons and legal entities.

Your insurance contract comprises the text in your policy, the Standard Terms of Insurance and any supplementary provisions that apply.

Anything that is not explicitly mentioned is governed by the law. The main relevant laws are the provisions of the Swiss Civil Code (CC), the Code of Obligations (CO), the Federal Law on Insurance Contracts (LIC), the Federal Law on Insurance Supervision (ISL) and the Private Insurer Supervision Ordinance.

Please send all communication in writing addressed to Helvetia to the General Agency stated in the policy or to our head office.

We would like to thank you for the trust you have placed in Helvetia Insurance.

Sincerely,  
Helvetia Insurance

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The original German wording governs the legal interpretation of your policy.

# Customer information

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|---|---|
| <b>1 Contracting party</b>  | <p>The contracting parties are as follows</p> <p>For insurance against loss and damage:<br/>Helvetia Swiss Insurance Company Ltd.<br/>Dufourstrasse 40<br/>CH-9001 St.Gallen</p> <p>For legal protection insurance:<br/>Coop Rechtsschutz AG<br/>Entfelderstrasse 2<br/>CH-5000 Aarau</p> <p>Helvetia Swiss Insurance Company Ltd. is entitled in the course of concluding and performing the contract to act on the behalf of the other contracting party (e.g. concluding and terminating contracts, debt collection, demands for refunds).</p>   |
| <b>2 Applicable law, basis of the contract</b>                                  | <p>This contract is governed by Swiss law. The basis of the contract is formed by the application, the customer information, the Standard Terms of Insurance and, if applicable, further special conditions or supplementary provisions, and also the policy. The Swiss Federal Law on Insurance Contracts applies in addition.</p> <p>If the policyholder's place of residence is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Contract Act.</p>   |
| <b>3 Obligations on concluding the contract</b>                                 | <p>As the applicant, the policyholder is obliged under Article 6 of the Federal Law on Insurance Contracts to provide complete and correct answers to all questions (e.g. date of birth, previous damage/losses) in the application. If the policyholder or insured person provides an incomplete or incorrect answer to a written question on conclusion of the contract, Helvetia will be entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is cancelled by such a termination, Helvetia's obligation to pay benefits for any damage already suffered, the occurrence or extent of which was affected by the incomplete or wrong answer, will also lapse. If benefits have already been paid for such losses, repayment may be demanded.</p>  |
| <b>4 Increase and decrease in risk</b>  | <p>If any circumstance that is material for the assessment of the risk should change during the term of the contract, and if its extent was determined by the parties on concluding the contract, the policyholder is required to give Helvetia immediate written notice of such a change. All matters about which the policyholder is requested to provide information on the application form are deemed material. If the policyholder fails to give such notice, Helvetia will not be bound by the contract for the time thereafter. If such notice has been given, Helvetia may increase the premium accordingly and retroactively from the point in time of increased risk or terminate the part affected by the change within 14 days of receiving such notice. The contract will expire four weeks after such notice of termination is received. The policyholder has the same right of termination if no agreement can be reached regarding the increased premium.</p> <p>In case of decrease in risk, Helvetia shall reduce the premium accordingly from the date of written notification from the policyholder.</p> |
| <b>5 Formation of the contract/ start of insurance cover</b>                    | <p>Once the insurance application has been received at the Helvetia head office in St.Gallen, Helvetia will notify the policyholder as soon as possible whether it will accept the application. As soon as the policyholder has received notice of acceptance, the insurance is deemed concluded. As proof of the conclusion of the insurance, the policyholder will be provided with their policy.</p> <p>Insurance coverage begins upon payment of the premium, unless a declaration of coverage has been given for an earlier date, the policy has been handed out or a later commencement date is shown in the policy.</p>  |
| <b>6 Unconditional acceptance</b>   | <p>If the contents of the sent policy are not consistent with the agreements made, the policyholder is obliged to request their correction within four weeks of receiving the policy document. Otherwise, the policy is deemed to have been approved.</p>   |
| <b>7 Term and termination of the insurance contract</b>                         | <p>The contract is concluded for the duration stated in the policy. It is renewed for a further year at the end of this term, unless one of the contracting parties has terminated it no later than three months previously. If the contract has been concluded for less than one year, it will expire on the date stated.</p>  |
| <b>8 Exclusion of right of termination in the event of statutory amendments</b> | <p>If the premiums, excesses or coverage of natural forces insurance policies governed by statutes are changed on the orders of a public authority, the contract will be amended as of the point in time determined by the public authority. There will be no right of termination in this case.</p> <p>If the statutory premium rate is reduced for natural forces insurance, the premium rate for fire insurance will be increased by the same amount as of the same point in time.</p>   |

|          |  |  |
|----------|--|--|
| <b>9</b> | <b>Data protection</b>                   | Helvetia processes personal data discreetly and carefully to enable it to offer you a solution tailored to your needs. More detailed information on this can be found below.   |
| a)       | Data collection holder                   | The data collection holder is Helvetia Swiss Insurance Company Ltd., St.Gallen. Coop Rechtsschutz AG maintains its own data collection.  |
| b)       | Data processing                          | Data processing means all handling of personal data regardless of the tools and procedures used, particularly the procurement, storage, use, modification, disclosure, archiving or destruction of data. Helvetia processes data discreetly and carefully in compliance with the Swiss Federal Law on Data Protection (DSG), which allows data to be processed if permitted by the DSG or another law or if so authorised by the customer for this purpose.  |
| c)       | Manner of data collection                | The data stored encompasses that which is disclosed by the policyholder to Helvetia in addition to publicly accessible data. Types of data are, for example, customer data (such as your name, address, date of birth), application data including the accompanying supplementary questionnaires (such as information provided by the applicant regarding the insured risk, answers to questions, expert witnesses' reports, information from the previous insurer concerning the previous claims history), contract data (such as the term of the contract, insured risks, benefits, data from existing contracts), collection data (such as the date when premiums are received and their amount, outstanding premiums, reminders), claims data (such as notifications of a claim, clarification reports, invoice documents, data regarding any aggrieved third parties).  |
| d)       | Purpose of data collection               | The processing of personal data is essential to the efficient and correct performance of the contract. Helvetia will only process the data of the policyholder to the extent necessary for the performance of the contract and the processing of claims and benefits. In particular, Helvetia checks the information given in the application (risk assessment), manages the insurance contracts after they have been concluded (which includes the requesting of premiums), and processes claims arising upon the occurrence of an insured event. Furthermore, data may be processed within the insurance group for purposes of simpler administration, product optimisation and marketing (in order to offer customers further products and services).   |
| e)       | Data storage                             | The data of the policyholder will be managed and archived electronically and/or in paper form in compliance with the applicable laws (e.g. in customer files, contract management systems, claims filing systems or claims application systems). The data of the policyholder is protected against unauthorised access and tampering. The law requires that data deemed to be business correspondence must be retained for at least ten years from the time that the contract is terminated (Article 962 of the Swiss Code of Obligations [CO]).   |
| f)       | Categories of data collection recipients | If necessary, data is forwarded to third parties involved, particularly to previous insurers, co-insurers and reinsurers, and to other private and social insurers involved in Switzerland and abroad. Data can also be exchanged in this way within our group of companies and with partners. If necessary, Helvetia may request relevant information from the authorities and other third parties, especially from the previous insurer concerning the previous claims history and from the authorities responsible for administrative measures in road transport. In the event of a claim, the data of the policyholder may be passed on to appraisers and experts (e.g. to advising physicians or external expert witnesses) as well as to lawyers and other parties rendering assistance. In order to enforce recourse claims, data may also be passed on to other liable third parties and their liability insurers. |
| g)       | Central information systems              | To combat insurance fraud, Helvetia is associated with CarClaims-Info, which is managed by SVV Solution AG. This database is used to store data of vehicles affected by a claim. This exchange of data between the insurers involved makes it possible to determine whether a reported vehicle claim has already been settled by another insurance company in the past. The entries in this database are made on the basis of regulations known to the Swiss Federal Data Protection Commissioner. Helvetia is also associated with the information system CLS-Info, a database that stores owner and vehicle data of Helvetia customers legally demanded by the driver and vehicle registration offices. This database is owned by SVV Solution AG.   |

## Other contractual provisions

| General  |   | HC | PL | AS | LP | BP | BL |
|--|---|----|----|----|----|----|----|
| <b>10 Premium payment</b>                              | <p>Renewal premiums are payable for each insurance year in advance on the date specified in the policy. Where payments are made in instalments, a surcharge may be applied to each instalment. The instalments that are only payable in the course of the insurance year are only deemed to have been deferred.</p> <p>If the policyholder does not comply with their payment obligation, the policyholder will be requested in writing to make payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder is unsuccessful, Helvetia's obligation to pay benefits will be suspended from the expiry of the reminder period until the premiums and all costs have been paid in full.</p> | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>11 Premium refund</b>                               | <p>In the event of the premature cancellation or termination of the insurance contract, the premium is only payable for the period up until cancellation of the contract. The premium for the current insurance period is nevertheless owed in full if</p> <p>a) Helvetia pays benefits in the case of a total loss;<br/> b) the policyholder terminates the contract in the case of partial damage and the contract has been in force for less than one year at the time when notice of termination is given.</p>  | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>12 Adjustments to premiums and excesses</b>         | <p>Helvetia may demand adjustments to premiums and excesses, including for existing contracts, from the following insurance year on. The new contractual terms will be conveyed to the policyholder no later than 25 days before the end of the insurance year. If the policyholder does not consent to the adjustment, they may issue notice of termination with effect from the end of the current insurance year for the entire contract or the part affected by the adjustment. Notice of termination is deemed to be timely and valid if Helvetia receives it no later than the final day of the insurance year.</p>   | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>13 Termination in the event of a claim</b>          | <p>Upon a claim arising in which there is a liability to pay compensation, the contract or the part affected by the claim may be terminated by</p> <p>a) the policyholder within 14 days of learning that payment of compensation has been made;<br/> b) Helvetia, at the latest upon payment of the compensation.<br/> The contract will expire 14 days upon receipt of such notice of termination.</p>  | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>14 Change of ownership</b>                          | <p>If the property covered by the contract changes ownership, the rights and obligations from the insurance contract are transferred to the acquirer unless the acquirer rejects the transfer of the insurance in writing within 30 days of the change of ownership. The premium is payable pro rata with effect until the time of rejection. Premiums for the incomplete insurance period are refunded to the previous owner.</p> <p>Helvetia is entitled to terminate the contract within 14 days of notifying the new owner accordingly. The contract ends 30 days after the receipt of the termination notice. The premium for the incomplete insurance period will be refunded to the acquirer.</p>                                  | ■  |    |    |    | ■  | ■  |
| <b>15 Bankruptcy</b>                                   | <p>If the policyholder is declared bankrupt, the contract ends on commencement of the bankruptcy proceedings.</p> <p>However, if the insured items include unseizable items of property, the justified insurance claim for these items of property remains attributable to the bankrupt party and their family.</p>   | ■  |    |    |    | ■  | ■  |
| <b>16 Change of address, town or city of residence</b> | <p>The insurance applies within Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione during the relocation and at the new location. When relocating the place of residence abroad (excluding the Principality of Liechtenstein, Büsingen and Campione), the insurance policy will expire at the end of the insurance year, or immediately upon request of the policyholder. Changes in place of residence must be reported to Helvetia within 30 days. Helvetia is entitled to adjust the premium to the new circumstances.</p>   | ■  | ■  | ■  | ■  | ■  |    |

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

|   |  | HC | PL | AS | LP | BP | BL |
|---|--|----|----|----|----|----|----|
| <b>17 Co-insurance</b>                        | <p>If a risk is co-insured, the only legally binding correspondence from the policyholder and the natural and legal persons insured under this policy will be with the lead insurer.</p> <p>The lead insurer processes the business between the policyholder and the insured persons and also with all co-insurers. If the effectiveness of a benefit or declaration is dependent on meeting a specific deadline, such a benefit or declaration is only deemed to be effective by all co-insurers if received within the deadline by the lead insurer.</p>   | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>18 Automatic adjustment of insured sum</b> | <p>The insured sum for household contents will periodically be adjusted relative to changes in the state index for consumer prices when the premium becomes due.</p> <p>In this case, the index value of the Swiss Federal Statistics Agency set as of 1 September serves as the reference.</p> <p>The insured sum for buildings will be periodically adjusted relative to changes in the construction costs index in accordance with the following provisions when the premium becomes due:</p> <p>a) In cantons with private building fire insurance, in the Principality of Liechtenstein and in the enclaves of Büsingen and Campione, the Zurich total construction costs index will be used as a basis. The most recent index value published as of 1 April serves as the reference.</p> <p>b) In buildings with cantonal building fire insurance, the construction costs indices used there will be used as a basis. The most recent index value set by the cantonal building fire insurer as of 1 April serves as the reference.</p> | ■  |    |    |    | ■  |    |

### Obligations during the contract term

|   |  |   |   |   |   |   |   |
|---|--|---|---|---|---|---|---|
| <b>19 Care</b>  | <p>The insured persons are required to exercise care and must take the specific action demanded by the circumstances to protect the insured property against the insured risks.</p> <p>Errors, defects and hazardous situations that may cause damage or where Helvetia has demanded that they be eliminated within a reasonable timeframe must be eliminated at the policyholder's own expense.</p>   | ■ | ■ | ■ | ■ | ■ | ■ |
| <b>20 Movable items stored in vehicles</b>                            | Movable property that is by nature at risk of theft (e.g. bags, cases, electrical and electronic equipment and machines) must not be stored in the passenger space, but instead in the locked storage space where it is not visible from outside.  | ■ |   |   |   |   |   |
| <b>21 Maintenance of water pipes and protection from frost damage</b> | The policyholder shall, at their own expense, suitably maintain water pipes and the connected installations and apparatus, have any blocked pipelines cleaned, and take suitable measures to prevent freezing. While the building or premises are not being used, even if only temporarily, the pipes and connected installations and apparatus must be emptied. This obligation does not apply if the heating is kept in operation and is adequately inspected. | ■ |   |   |   | ■ |   |
| <b>22 Locking/key storage obligations</b>                             | The policyholder is required to lock safes and cashboxes. The persons responsible for this must carry the key on themselves, keep it in a safe place at home, or store it in a comparable container, with the key to this container being subject to the same provisions. These provisions apply mutatis mutandis to the safekeeping of codes for combination locks.   | ■ |   |   |   |   |   |

|  |  | HC | PL | AS | LP | BP | BL |
|--|--|----|----|----|----|----|----|
| <b>23 Statutory provisions, official guidelines and regulations, generally accepted principles of construction</b> | The policyholder is required to ensure that codes of conduct based on statutory provisions, directives and regulations enacted by the authorities and the Swiss Accident Insurance Association (SUVA), and generally accepted principles of construction (e.g. SIA) are observed.  |    |    |    |    | ■  |    |
| <b>24 Appointment of a civil engineer</b>  | If modification work affects the structural integrity of the building being modified, a civil engineer must be appointed in writing for the planning, performance and on-site supervision of construction work for the overall project. A direct partnership between the architect and civil engineer must be agreed.  |    |    |    |    | ■  |    |
| <b>25 Pre-construction investigations</b>  | Before construction work (e.g. earthmoving, digging, piling, boring, cutting, milling, compression) can begin, the policyholder must inspect the plans held by the competent bodies and obtain precise data on the exact locations of all pipes and cables. This obligation does not apply if engineers, architects or construction supervisors involved in the construction have acquired the data and have provided access to it.  |    |    |    |    | ■  |    |
| <b>26 Underpinning, shoring</b>  | If adjacent structures are to be undertaken or underpassed, a status report shall be prepared for all affected structures prior to the start of construction.  |    | ■  |    |    |    | ■  |
| <b>27 Environmental damage</b>   | The policyholder is obliged to ensure that: <ul style="list-style-type: none"> <li>a) the production, processing, collection, storage, cleanup and removal of environmental contaminants comply with statutory and official provisions;</li> <li>b) the installations used for these activities, including safety, security and alarm equipment, are professionally maintained and kept in operation in accordance with technical, statutory and official provisions;</li> <li>c) demands for renovations and similar measures enacted by official authorities are fulfilled within the prescribed deadlines.</li> </ul> |    | ■  |    |    |    | ■  |

## Obligations in the event of a claim

|  |   |   |   |   |   |   |   |
|--|---|---|---|---|---|---|---|
| <b>28 Beneficiary</b>                              | The beneficiary is equivalent to the policyholder in respect of the following obligations.  | ■ | ■ | ■ | ■ | ■ | ■ |
| <b>29 Reporting</b>                                | The policyholder shall <ul style="list-style-type: none"> <li>a) immediately notify Helvetia and, in the case of theft, also the police, and shall request an official investigation;</li> <li>b) provide a written statement justifying why their claim is valid;</li> <li>c) allow any useful investigation to take place and will prepare on demand a list of the items and their declared values that were present before and after the damage/loss and are affected by the damage/loss;</li> <li>d) notify Helvetia immediately <ul style="list-style-type: none"> <li>■ if stolen items are recovered or if the policyholder acquires information about them;</li> <li>■ as soon as bankruptcy proceedings are initiated against the policyholder;</li> <li>■ if the consequences of damage could be relevant to the insurance or if liability claims are asserted against the insured;</li> <li>■ if a police charge or criminal complaint is filed against the insured as a result of a damage event, or if the injured party asserts their claims in court.</li> </ul> </li> </ul> | ■ | ■ | ■ | ■ | ■ | ■ |
| <b>30 Notification of a legal protection claim</b> | A legal protection claim must be notified to Coop Rechtsschutz immediately, in writing if they so require.<br><br>The insured person shall grant any necessary powers of attorney and provide any necessary information to support Coop Rechtsschutz AG in processing the legal protection claim, and shall forward any correspondence received by the insured person without delay, in particular from authorities.  |   |   |   | ■ |   |   |

|           |  | HC   | PL | AS | LP | BP | BL |
|-----------|--|--|----|----|----|----|----|
| <b>31</b> | <b>Obligation of support</b>                             | The policyholder is required to support Helvetia in the investigation of the damage/loss and in the conducting of negotiations by providing all information requested by Helvetia on the matter as well as all written correspondence, official decrees and similar, along with any other evidence.  |    | ■  | ■  | ■  | ■  |
| <b>32</b> | <b>Prohibition on changes</b>                            | No changes that could potentially impede or hinder the process of determination and investigation of the damage or loss may be made, unless their purpose is to reduce the extent of the damage or loss or are in the public interest.   |    | ■  | ■  | ■  | ■  |
| <b>33</b> | <b>Damage/loss mitigation</b>                            | During and after the insured event, the policyholder must endeavour to preserve and salvage the damaged goods and minimise the damage/loss, and must follow any instructions of Helvetia.  |    | ■  | ■  | ■  | ■  |
| <b>34</b> | <b>Obligation to provide evidence</b>                    | The policyholder must provide evidence that the conditions defining an insured event have been met. The policyholder must also provide proof of the amount of the loss.<br><br>The sum insured is not considered to be proof of the existence and value of insured goods at the time the claim arises.   |    | ■  | ■  | ■  | ■  |
| <b>35</b> | <b>Third-party entitlements</b>                          | The policyholder is not permitted to represent the claims of the injured party independently, and is in particular not permitted to make any payments, engage in any court proceedings, engage in any settlements, or recognise any claims whatsoever.<br><br>Moreover, without the prior approval of Helvetia, the policyholder is not entitled to assign claims from this insurance to injured or third parties. |    | ■  | ■  | ■  | ■  |
| <b>36</b> | <b>Specific factors relating to assistance insurance</b> | a) If transportation is used at the expense of Helvetia, it should be adapted to the circumstances in question. The shortest route must be taken in its use;<br>b) The physician providing treatment must be relieved of his obligation to maintain confidentiality in communications with Helvetia.   |    | ■  | ■  | ■  | ■  |

### Benefits in the event of a claim

|           |   |  |  |   |   |   |   |
|-----------|---|--|--|---|---|---|---|
| <b>37</b> | <b>Damage resulting from gross negligence</b> | Helvetia waives the right to which it is entitled pursuant to Article 14 (2) and (3) of the Law on Insurance Contracts (LIC) to reduce benefits if a damage event results from gross negligence on the part of the insured. The following are excluded from the waiver:<br>a) Events causally related to drug abuse, alcohol or drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act;<br>b) Third-party recourse and compensation claims for funds paid to injured parties. |  | ■ | ■ | ■ | ■ |
| <b>38</b> | <b>Complementary losses</b>                   | The insurance covers losses in value of undamaged property caused by the destruction of the complementary and intrinsically associated objects as a result of an insured event.  |  | ■ | ■ | ■ | ■ |
| <b>39</b> | <b>Due date of compensation payment</b>       | Compensation is due four weeks after the date on which Helvetia receives the documents required to determine the amount of the claim, coverage and liability. In particular, the compensation is not payable while<br>a) there are any doubts as to the beneficiary's entitlement to payment;<br>b) a police or criminal investigation is being conducted into the loss or damage and the proceedings against the policyholder or beneficiary are not complete.  |  | ■ | ■ | ■ | ■ |

|  |   | HC | PL | AS | LP | BP | BL |
|--|---|----|----|----|----|----|----|
| <b>40 Prescription and forfeit</b>   | All receivables under this contract are subject to a prescription period of two years after the occurrence of the event for which there is an obligation to pay benefits.<br><br>Rejected compensation claims that are not asserted by court action within two years of the occurrence of the insured event are forfeit.<br><br>Claims for the repayment of follow-up costs expire through prescription or are forfeit five years after the insured event occurs. | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>41 The replacement value is</b>   |   |    |    |    |    |    |    |
| for animals  | the market price.   | ■  |    |    |    |    |    |
| for household contents   | their new value.  | ■  |    |    |    |    |    |
| for mobile homes   | their new value.  |    |    |    |    | ■  |    |
| for property that was no longer in common use for their intended purpose at the time of the damage/loss or can no longer be procured   | their current value.  | ■  |    |    |    | ■  |    |
| for automotive agricultural work machinery   | their current value.  | ■  |    |    |    |    |    |
| for equipment and machinery related to building services and infrastructure as a result of damage caused by collision, use and misuse  | their new value if in operation for less than three full years;<br>their current value if in operation from the fourth year onwards.  |    |    |    |    | ■  |    |
| for geothermal probes  | Until the end of the 29 <sup>th</sup> year of operation: new value. From the 30 <sup>th</sup> year of operation: current value.   |    |    |    |    | ■  |    |
| for buildings  |   |    |    |    |    |    |    |
| ■ that are not reconstructed within two years at the same place, to the same scope and for the same purpose  | their fair value.   |    |    |    |    | ■  |    |
| ■ if the reconstruction is not being performed by the policyholder, their legal successors under the authority of the family or estate, or by a person who at the time of the claim was legally entitled to acquire the building | their fair value.   |    |    |    |    | ■  |    |
| ■ in all other cases   | their new value.  |    |    |    |    | ■  |    |
| for properties to be demolished  | their demolition value.   |    |    |    |    | ■  |    |

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|   |  | HC | PL | AS | LP | BP | BL |
|---|--|----|----|----|----|----|----|
| <b>42 Inaccessibility of geothermal probes or earth tubes under ground panels</b> | <p>The insurance does not cover costs for replacing the heating system or supply lines that are longer than those required for the damaged system.</p> <p>The compensation is paid on the basis of the calculated costs for the implementation of a geothermal probe borehole, including setting and backfilling, or the implementation of an earth tube.</p>  |    |    |    |    | ■  |    |
| <b>43 Definition of new value</b>   | The costs of acquiring a new item that is qualitatively and technically as close to the original as possible; in the case of buildings, the usual local cost for reconstruction at the time of the claim.  | ■  |    |    |    | ■  |    |
| <b>44 Definition of current value</b>   | New value less depreciation caused by ageing, use, wear and other factors as of the time of the claim.   | ■  | ■  |    |    | ■  | ■  |
| <b>45 Definition of market price</b>  | Price for goods of the same quality, the same type and on the same market at the time of the claim.  | ■  |    |    |    |    |    |
| <b>46 Definition of fair value</b>  | The average value that a building of identical or similar scope (i.e. size, condition, location and construction) can be sold for in the area in question at the time of the claim.  |    |    |    |    | ■  |    |
| <b>47 Definition of demolition value</b>  | This is equivalent to the market price of the recyclable building components at the time of the claim.   |    |    |    |    | ■  |    |
| <b>48 Repairs</b>   | At its discretion, Helvetia may have necessary repairs performed by companies in its employ or pay compensation in cash.   | ■  |    |    |    | ■  |    |
| <b>49 Forbearance of waiting period</b>   | In cases where coverage is being extended or when transitioning seamlessly from another legal protection insurance contract (e.g. from a competitor), the waiting period will be waived, provided that there was legal protection insurance in place for the legal dispute in question beforehand.   |    |    |    | ■  |    |    |
| <b>50 Processing a legal protection claim</b>                                     | After consulting the insured person, Coop Rechtsschutz AG will take appropriate measures to protect the insured person's interests.  |    |    |    | ■  |    |    |
| <b>51 Free choice of legal representation</b>                                     | <p>If it becomes necessary to appoint legal representation, in particular in court and administrative proceedings, or if there is a conflict of interests, the insured person may select one at their discretion.</p> <p>If there is no compelling reason for the change in legal representation, the insured person shall bear the costs resulting from this.</p>   |    |    |    | ■  |    |    |
| <b>52 Procedure in the event of differences in opinion</b>                        | <p>Where there are differences in opinion regarding how to proceed, especially in cases where Coop Rechtsschutz AG deems them to be futile, arbitration proceedings will be initiated at the request of the insured person. The arbitrator will be a person nominated jointly by the two parties. Beyond this, the procedure will be conducted in accordance with the arbitration provisions of the Swiss Code of Civil Procedure (ZPO).</p> <p>If an insured person takes legal action at their own expense, the contractual benefits will be paid if the result in the main proceedings is more favourable than in the estimation of Coop Rechtsschutz AG.</p> |    |    |    | ■  |    |    |

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

|   |  | HC | PL | AS | LP | BP | BL |
|---|--|----|----|----|----|----|----|
| <b>53 Calculation of compensation</b>                                     | <p>The compensation is limited by the insured sum. The compensation is calculated on the basis of the replacement value of the insured property at the time of the claim, less any residual value remaining after the claim relative to the same replacement value. If the damage is partial, the compensation will not exceed the costs of repair. Official reconstruction restrictions do not affect the obligation of Helvetia to pay benefits.</p> <p>Loss mitigation costs are covered up to the sum insured. If these costs and the compensation, when combined, exceed the sum insured, they are paid only if expenses are concerned that Helvetia decreed.</p> <p>If the policyholder or their employees perform the services themselves, the insurance coverage covers the cost of construction in the form of the functional wage for the relevant type of work.</p> <p>Any excess will be deducted from the compensation.</p> <p>The beneficiary must refund compensation for items later recovered, less any payment for loss of value, or the items must be put at Helvetia's disposal.</p> <p>The following provisions must also be observed in calculating the compensation, unless otherwise agreed in the policy.</p> | ■  |    |    |    | ■  |    |
| for all property  | compensation will not be paid for personal sentimental value.  | ■  |    |    |    | ■  |    |
| for buildings   | compensation will not be paid for value reductions following the restoration of artistic and historic value.   |    |    |    |    | ■  |    |
| for freehold property   | <p>If the freehold community insures the entire building in this policy for freehold properties, the following provisions apply.</p> <p>Even if the behaviour of a single freehold property owner entitles Helvetia to refuse or reduce the payment of benefits to that owner, Helvetia remains liable to provide benefits to the other freehold property owners in relation to the non-communal property. In terms of community property, Helvetia is only required to compensate the freehold community for the share attributable to the improperly acting freehold property owner if the freehold community restores the communal parts of the building.</p> <p>If the share of the improperly acting freehold property owner has been pledged, the approval of the pledgee is also required for compensation to be paid to the freehold community.</p> <p>The improperly acting freehold property owner is required to refund their attributable share of the paid compensation. The freehold community shall assign these entitlements to Helvetia. The statutory right of recourse against the improperly acting freehold property owner for the other paid compensation is reserved.</p>                                       |    |    |    |    | ■  |    |
| for property where the replacement value does not match the current value | <p>compensation will not be paid for any reduction in value. The following are deductible from the calculated value of the compensation</p> <p>a) increases in current value;</p> <p>b) savings from inspection, maintenance and spare parts costs;</p> <p>c) changes to the technical service life.</p>   |    |    |    |    | ■  |    |
| for costs   | the actual costs, being necessary and proportionate. Cost savings are deducted.  | ■  | ■  | ■  | ■  | ■  | ■  |
| for burial costs  | The difference between effective burial costs and the amounts covered by the municipality of residence, canton of residence, airline and compulsory or voluntary insurance.  |    |    | ■  |    |    |    |

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|  |   | HC | PL | AS | LP | BP | BL |
|--|---|----|----|----|----|----|----|
| for additional costs                     | Loss mitigation measures which have effect beyond the duration of the interruption or the duration of liability shall be allocated between the beneficiary and Helvetia in accordance with the utility they respectively derive from those measures.  |    |    |    |    | ■  |    |
| Crop yields in the building surroundings | for ground crops, the crop loss serves as the reference for calculating the loss, taking into account the aggravating factors for the harvest. Compensation is paid for fruit trees based on the yield value over five years.   | ■  |    |    |    | ■  |    |
| for rental income                        | the difference between the generated and expected rental income resulting from the unusability of the damaged rooms, less cost savings.   |    |    |    |    | ■  |    |
| for the building surroundings            | for damaged, previously healthy trees, bushes and flowers, compensation will be paid for the costs for reacquiring the same types of nursery stock and any costs for clearance and restoration.<br><br>No compensation will be paid for reductions in value compared to a previous state caused by the use of nursery stock for propagation.  | ■  |    |    |    | ■  |    |
| for technical improvements               | the insurance also covers technical improvements, provided that procurement of the same or the restoration of the previous state of the insured damaged or destroyed property is not possible. In all cases, compensation is limited to the insurance value of the property affected by the damage.   |    |    |    |    | ■  |    |
| for geothermal probes                    | annual depreciation of 4% will be applied from the 30 <sup>th</sup> year of operation, otherwise no depreciation is applied.  |    |    |    |    | ■  |    |
| <b>54 Limitations to benefits</b>        | Where the Standard Terms of Insurance contain limitations on benefits, the entitlement only exists once per insured event, even if such insurance coverage is provided by Helvetia in more than one policy for insured persons.   | ■  |    | ■  |    | ■  |    |
| <b>55 Benefits provided by Helvetia</b>  | Helvetia benefits for an insured event consist of compensation for justified claims and for fending off unjustified claims. This includes default interest, costs for damage or loss mitigation, expertise costs, legal representation costs, court costs, arbitration costs, brokerage costs, compensation payable to private plaintiffs and insured loss/damage prevention costs, as well as any other costs. The above is limited by the insured sum stated in the policy.   |    | ■  |    |    |    | ■  |
| <b>56 Loss adjustment process</b>        | Each party may request a loss adjustment process. The parties shall each appoint an expert witness, and both will appoint an arbitrator before the process of investigating the loss/damage begins. Persons who do not have the required subject-matter expertise, who have a relationship with a party or who are biased can be rejected as expert witnesses.<br><br>The expert witnesses will determine the value of the insured property immediately before and after the insured event. If the findings vary from one another, the arbitrator will decide on the remaining disputed items within the thresholds of both findings. The values that the expert witnesses arrive at within the scope of their authority are binding if it cannot be proven that they deviate significantly and clearly from actual circumstances. The burden of proof for such deviation lies with the party that claims the deviation. Each party bears the costs of its own expert witness, and the two parties each bear half of the costs of the arbitrator. | ■  |    |    |    | ■  |    |
| <b>57 Legal analysis costs</b>           | Helvetia will advance the effective costs for a legal analysis if such is required to clarify the legal situation or determine the liable party in connection with an insured event. The investigation of damage or defects does not constitute a legal analysis. Helvetia reserves the right to reclaim advanced costs from the liable party.  |    | ■  |    |    |    | ■  |

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|   |  | HC | PL | AS | LP | BP | BL |
|---|--|----|----|----|----|----|----|
| <b>58 Arbitration tribunals</b>   | <p>Helvetia recognises civil rulings by arbitration tribunals provided the rulings are reached in accordance with the Rules of Procedure of the Court of Arbitration of the International Chamber of Commerce, Paris, or of the Zurich Chamber of Commerce. The policyholder is obliged to notify Helvetia immediately of the institution of arbitration proceedings and to facilitate its involvement in the proceedings.</p> <p>If the Rules of Procedure of the Court of Arbitration, Paris or of the Zurich Chamber of Commerce cannot be used as a basis, the arbitration proceedings must comply with the following minimum requirements:</p> <ol style="list-style-type: none"> <li>The court of arbitration must consist of at least three members;</li> <li>The court of arbitration must reach its decision based on substantive law and not equitable discretion. The applicable substantive law must be determined or determinable upon conclusion of the arbitration agreement;</li> <li>The arbitration award must be recorded in writing and must indicate in its reasoning the legal norms on which its decision is based. (arbitration proceedings).</li> </ol> |    | ■  |    |    |    | ■  |
| <b>59 Benefits provided by the previous insurer</b>                                   | Where damage or loss is insured by any previous insurer, this contract provides coverage for the difference in total within the scope of its provisions (subsidiary coverage). Benefits from prior insurance take precedence over this contract and are deducted from the sum insured for this contract.   |    | ■  |    |    |    | ■  |
| <b>60 Sum insured</b>   | <p>The sum insured is a one-time guarantee per insurance year, i.e. it represents the maximum amount that will be collectively paid once for all losses and damage, insured loss and damage prevention costs, and any other insured costs that are incurred in the same insurance year.</p> <p>The benefits and the limits hereto are based on the provisions of the insurance contract (including those on the sum insured and the excess) that were valid at the time the damage or loss occurred.</p> <p>-----</p> <p>In the event of a claim and where both private liability insurance (including basic legal protection) and legal protection insurance are effective, the insured sum is limited to the higher of the two legal protection insurance policies.</p>  |    |    |    | ■  |    | ■  |
| <b>61 Claims processing</b>   | Helvetia will only handle the processing of a claim if the entitlements exceed the agreed excess. It will conduct negotiations with the injured party as a representative of the insured person. Helvetia's settlement of the claims raised by the injured party is binding for the insured party. Helvetia is entitled to pay compensation to the injured party directly and without deduction of any applicable excess; in this case, the insured person must repay the excess to Helvetia under waiver of defence.  |    | ■  |    |    |    | ■  |
| <b>62 Compensation for court costs and compensation payable to private plaintiffs</b> | Entitlements to compensation granted to the insured person for court and legal representation costs must be assigned to Helvetia (up to the amount of benefits paid by Helvetia, as long as these do not constitute compensation for personal efforts and expenditures of the insured) or to Coop Rechtsschutz AG.   |    | ■  |    | ■  |    | ■  |
| <b>63 Civil proceedings</b>   | If the injured party strives to enter civil proceedings, Helvetia will assume management of the proceedings.   |    | ■  |    |    |    | ■  |

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|   |  | HC | PL | AS | LP | BP | BL |
|---|--|----|----|----|----|----|----|
| <b>64 Criminal proceedings</b>                                      | <p>Helvetia reserves the right to assign a solicitor to the insured person to whom the insured person must grant power of attorney for representation in criminal, disciplinary, supervisory or administrative proceedings opened by the competent authority which could affect benefits payable by Helvetia. Costs, penalties, fines and compensation payable pursuant to criminal proceedings are not borne.</p> <p>a) In consultation with the insured person, Helvetia shall appoint a solicitor to represent the insured person before courts and authorities. The insured person is not entitled to hire a solicitor without authorization from Helvetia.</p> <p>b) Helvetia may refuse to file an objection in fine proceedings or to appeal a court decision to a higher court if Helvetia considers the prospects for success of such measures insufficient in view of the legal situation.</p> <p>c) The insured person is obliged to notify Helvetia without delay of all communications and official decisions/notices relating to proceedings and to comply with orders issued by Helvetia. Any actions taken by the insured person voluntarily or counter to Helvetia's orders, including particularly legal actions, without the express approval of Helvetia, are at the insured person's own expense and risk. Helvetia shall, however, reimburse costs incurred for such actions within the limits of the above provisions if the actions lead to a demonstrably more favourable result.</p> |    | ■  |    |    |    | ■  |
| <b>65 Cost advances</b>   | Cost advances paid by Helvetia must be paid back within 30 days of returning to the town or city of residence. They will be billed to the policyholder. If repayment is not made within 30 days, the policyholder will be charged a default interest at a rate of 5%.  |    |    | ■  |    |    |    |
| <b>66 Right of recourse/compensation claims/advance of benefits</b> | Third-party rights of recourse, third-party compensation claims, and benefits solely paid as an advance by other benefits providers are excluded.  |    |    | ■  |    |    |    |
| <b>67 Claims against third parties</b>                              | If Helvetia has provided benefits from this contract for which the insured person could assert claims to third parties, the insured shall assign these claims to Helvetia up to the amount of the benefits provided.   |    |    | ■  |    |    |    |
| <b>68 Emergency Organisation</b>                                    | For measures not taken under the instruction of the Emergency Organisation of Helvetia, only those costs will be covered that would have been incurred as a result of the provision of assistance by the Emergency Organisation.   |    |    | ■  |    |    |    |

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## Reductions in compensation

|  |   | HC | PL | AS | LP | BP | BL |
|--|---|----|----|----|----|----|----|
| <b>69 Excess</b>   | <p>For each event, the policyholder is responsible for covering the excess listed in the policy, the Standard Terms of Insurance, or any other supplementary provisions. This excess will be deducted from the compensation. If the excess is not deducted from the compensation payment, Helvetia may claim the excess back from the policyholder.</p> <p>If multiple insurance policies are held covering an insured event and each has a separate deductible, only one deductible shall be applied for one and the same damage/loss event, and it shall be the highest of the respective deductibles.</p> <p>For property insurance covering household contents and buildings however, the deductible for each policy shall be deducted from benefits payable per event.</p> <p>The excess relates to the costs for fending off unjustified claims.</p> <p>In the case of private liability insurance, the contractual excess for tenancy damage upon evacuation of a residence is only deducted from the compensation once.</p> | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>70 Breach of duty to notify and obligations</b>                                 | <p>If statutory or contractual notification duties or other obligations are violated, compensation may be reduced to the extent to which failure to comply with these obligations influenced the occurrence or extent of the loss or damage. The right to withdraw from the contract on statutory or contractual grounds is reserved.</p>   | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>71 Accidental oversight</b>   | <p>Compensation shall not be reduced if the policyholder proves that the breach of a statutory or contractual notification duty or other obligation occurred without fault or due to slight fault on the policyholder's part, or if the damage/loss would have occurred even if the statutory or contractually obligations had been met. A minor breach of objectively and reasonably due care in view of the given circumstances constitutes a slight fault. The breach of notification duty provisions per Article 6 of the Insurance Contract Act remain unaffected.</p>   | ■  | ■  | ■  | ■  | ■  | ■  |
| <b>72 Benefit limitations for damage caused by natural forces</b>                  | <p>All insurance companies operating in Switzerland are subject to the provisions per Article 176 of the Insurance Supervision Ordinance (AVO) with regard to damage caused by natural forces. Pursuant to the AVO, insurance benefits payable per policyholder are limited to CHF 25 million per event. Additionally, in Switzerland and the Principality of Liechtenstein, insurance benefits totalling over CHF 1 billion for buildings and household contents are reduced proportionately.</p>  | ■  |    |    |    | ■  |    |
| <b>73 Supplemental cover for cantonal building or household contents insurance</b> | <p>Deductions for breach of duty, under-insurance, differing claim valuations and insurance at demolition value are not covered under this contract. Loss of value due to purely cosmetic damages is not covered by this contract, either.</p>  | ■  |    |    |    | ■  |    |
| <b>74 Underinsurance</b>   | <p>Helvetia will waive the offsetting of underinsurance, except in the case of natural forces damage, if the claim amount does not exceed a quota of 10% of the insured sum, up to a maximum of CHF 100'000.</p>  | ■  |    |    |    | ■  |    |

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

## Recourse against an insured person

|  |  |
|--|--|
| <b>75 Recourse against an insured person</b> | Where provisions of this contract or the Federal Law on Insurance Contracts (LIC) that limit or nullify coverage cannot be applied to the injured party for legal reasons, Helvetia has a right of recourse against the insured person to the extent that it is permitted to reduce or refuse payment of benefits. |
|--|--|

| HC | PL | AS | LP | BP | BL |
|----|----|----|----|----|----|
|    | ■  |    |    |    | ■  |

## Legal venue

|                       |   |
|-----------------------|---|
| <b>76 Legal venue</b> | The policyholder or eligible beneficiaries may file suit against Helvetia Swiss Insurance Company Ltd. at their place of residence in Switzerland or in the Principality of Liechtenstein, at the place of the registered office of Helvetia in St.Gallen, or at the place of the insured interest, provided that this is located in Switzerland or in the Principality of Liechtenstein. |
|-----------------------|---|

Beyond this, the Swiss Code of Civil Procedure applies.

-----  
 Coop Rechtsschutz AG recognises the place of residence in Switzerland or Liechtenstein of the insured person or Aarau as the legal venue.

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| ■ | ■ | ■ |   | ■ | ■ |
|   |   |   | ■ |   |   |

## Insurance contracts subject to the law of Liechtenstein

|   |  |
|---|--|
| <b>77 Applicable law, contract basis</b>                  | <p>If the policyholder's place of residence is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Contract Act (VersVG). The binding provisions of this law take precedence over differing contractual provisions. Specifically, this affects the provisions on</p> <ul style="list-style-type: none"><li>a) the insurer's obligation to provide information (Art. 3 VersVG);</li><li>b) the breach of the duty to notify (Art. 6 para. 1 VersVG);</li><li>c) the reminder period in the case of late payment of the premium (Art. 17 para 1 VersVG);</li><li>d) notification to the policyholder regarding a unilateral amendment to the contract (Art. 19 para. 1 VersVG);</li><li>e) the divisibility of the premium (Art. 21 VersVG);</li><li>f) increases in risk (Art. 24 et seqq. VersVG);</li><li>g) notice of termination in the event of a claim (Art. 36 VersVG);</li><li>h) the prescription period (Art. 38 VersVG);</li><li>i) the sale of the insured item (Art. 50 paras. 3 and 4 VersVG);</li><li>j) the right of withdrawal of the policyholder for individual life insurance policies (Art. 65 VersVG);</li><li>k) due dates of repurchase obligations for individual life insurance policies (Art. 71 VersVG).</li></ul>   |
| <b>78 Legal venue</b>                                     | <p>The provision concerning the legal venue is deemed superseded and replaced by the following wording: For disputes arising from insurance contracts, any agreement concerning a foreign court is null and void if the policyholder lives in the Principality of Liechtenstein or if the insured interest is situated there. The legal venue for legal matters pertaining to the aforementioned contracts is Vaduz.</p>   |
| <b>79 Registered office</b>                               | <p>The insurer is Helvetia Swiss Insurance Company Ltd., which is a Limited Company under Swiss law and whose registered office is in St.Gallen. The Principal Agency responsible for the Principality of Liechtenstein is located in 9490 Vaduz, Aeulestrasse 60. The insurer for the legal expenses services is Coop Rechtsschutz AG, a Limited Company under Swiss law whose registered office is in Aarau.</p>   |
| <b>80 Supervisory authority</b>                           | <p>The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, CH-3003 Berne. Where complaints arise regarding the insurer, policyholders may refer them to this authority.</p>   |
| <b>81 Deviations from the Standard Terms of Insurance</b> | <p>The following provisions apply in addition to and, in places, in contradiction to the product-specific Standard Terms of Insurance:</p> <ul style="list-style-type: none"><li>■ Applicants remain bound by their applications for two weeks. If a medical examination is required, applicants remain bound by their applications for four weeks. The right to conclude different agreements in individual cases and the right of the applicant to apply a shorter period remain reserved. The period commences when the application is handed over or sent to Helvetia Swiss Insurance Company Ltd. or its representative (Art.1 VersVG).</li><li>■ Before the application for insurance is submitted, Helvetia Swiss Insurance Company Ltd. must provide the applicant with the information specified in Annex 4 to the Liechtenstein Law on Insurance Supervision. This information is included in the Standard Terms of Insurance, in the application and in relevant policies and amendment documents.</li></ul> <p>The applicant is herewith advised that the applicant is not bound by their application if Helvetia Swiss Insurance Company Ltd. does not comply with its obligation of information. Following the conclusion of the contract, the policyholder may withdraw from the contract if the policyholder is not provided with the aforementioned information. The right of withdrawal expires four weeks after the policy is received, including this information on the right of withdrawal (Art. 3 VersVG).</p> <ul style="list-style-type: none"><li>■ The policyholder is entitled to withdraw from individual life insurance policies with a term of more than six months within 30 days of learning of the conclusion of the contract. The declaration of withdrawal must be submitted to Helvetia Swiss Insurance Company Ltd. in writing. The withdrawal deadline is deemed to have been adhered to if the declaration is submitted to the postal service on the 30<sup>th</sup> day. The declaration of withdrawal relieves the policyholder of all obligations arising from the contract for the future (Art. 65 VersVG).</li><li>■ In the case of life and accident insurance with premium refunds, the contractual conditions approved by the Swiss supervisory authorities and the printed documents (specifically the offer, the application and the enclosed sheets) apply for the calculation of the surplus and share thereof, calculation of surrender values, conversion to a fully paid-up insurance policy, and the scope of guaranteed benefits. The aforementioned conditions and documents also provide information on the applicable tax rules for the given type of insurance and, in the case of fund-tied insurance policies, information on the funds underlying the insurance and the assets contained within.</li></ul> |



# **Standard Terms of Insurance (STI)**

## **Helvetia private customers insurance**

Household contents and private liability

September 2017 edition

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The original German wording governs the legal interpretation of your policy.

## Household contents insurance

| The insurance covers   | insured location<br>location is out-and-about<br>underinsurance |   | Fire   | Natural forces   | Theft  | Water damage  |
|--|---|---|--|--|--|---|
| Do you want to know how you are insured? The coverage and insured sums of your insurance as you required it are listed in your policy. |   |   | Destruction, damage or loss as a result of<br>B1 fire, smoke (sudden and accidental influence) and water used to extinguish fire;<br>B2 lightning and overvoltage;<br>B3 explosion, detonation and implosion;<br>B4 crashlandings or emergency landings of aircraft, spacecraft or parts thereof, meteorites and other celestial bodies;<br>B5 pressure waves emitted by aircraft flying at supersonic speeds;<br>B6 scorch and smoulder damage. | Destruction, damage or loss as a result of<br>C1 flooding and inundation;<br>C2 storms (wind of 75 km/h or more that up-roots trees or takes the roofs off buildings in the vicinity of the insured property);<br>C3 hail;<br>C4 avalanches;<br>C5 snow pressure;<br>C6 rockslides and rock impacts;<br>C7 landslides. | Damage conclusively proven by physical traces, witnesses or circumstances to have been caused by<br>D1 burglary: theft by criminals who enter a building or a room of a building by force or break into a container in the room.<br>Burglary also includes:<br>■ Theft by opening the doors with the correct keys or codes is deemed to be burglary, provided that the perpetrator obtained the keys or codes by means of burglary or robbery;<br>■ Breaking open of garden sheds, allotment sheds and apiaries.<br>In the case of attempted burglary and burglary on the owner-inhabited premises at the insured location, compensation will also be paid for the resultant building damage within the scope of the insured sum for household contents;<br>D2 robbery: theft under threat or use of violence against persons as well as theft from persons unable to resist as a result of death, unconsciousness or accident. The insurance also covers snatch theft. It does not include pickpocketing and confidence tricks;<br>D3 vandalism: damage caused through malicious intent during a burglary or robbery, even if there was no theft, or in an attempt thereto;<br>D4 simple theft, i.e. theft that is not deemed to be burglary or robbery, including pickpocketing and confidence tricks. | Destruction, damage or loss as a result of<br>E1 leakage of liquids and gas:<br>a) from pipelines or connected installations or apparatus;<br>b) from mobile installations such as decorative fountains, aquaria, waterbeds, pools;<br>c) and resulting odour absorption as well as loss of liquids or gases;<br>E2 water condensation from cooling equipment and devices;<br>E3 penetration of rain and melting snow into the building through the roof, from roof gutters or from outdoor drain pipes, through closed windows, doors and skylights;<br>E4 backpressure from sewage ducts as well as underground slope water, ground water, rock water and seepage water inside the building;<br>E5 frozen or frost-damaged pipelines, tanks, containers and equipments, instruments and systems connected to them and located in the building interior which have been installed by the policyholder as tenant. Costs for thawing frozen pipes are covered;<br>E6 fungal or pest infestation of any kind if proven to have been caused by insured water damage, if reported to Helvetia immediately, and provided that the construction has not been modified or extended in any way in the meantime. |
| The explanation of terms must be used additionally to determine the insurance coverage.  |   |   |  |  |  |   |
| <b>A1 Household contents</b>   | ■ ■   | Sum insured according to policy   | Sum insured according to policy  | Sum insured according to policy  | Sum insured according to policy  |   |
|  | ■ ■   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000  | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000 for burglary and robbery  | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   |   |
|  | ■ ■ ■   | The contents of garden sheds, allotment sheds and apiaries are insured within the insured sum for household contents in accordance with the policy. | The contents of garden sheds, allotment sheds and apiaries are insured within the insured sum for household contents in accordance with the policy.  | The contents of garden sheds, allotment sheds and apiaries are insured within the insured sum for household contents in accordance with the policy.  | The contents of garden sheds, allotment sheds and apiaries are insured within the insured sum for household contents in accordance with the policy.  |   |
|  | ■   |   |  | In the case of simple theft out-and-about, benefits are limited to the sum specified in the policy.  |  |   |
| <b>A2 Costs</b>  | ■ ■   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.          | 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy. Costs for replacing locks are insured for up to CHF 1'000 where simple theft is insured.  | 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.   |   |
| <b>A3 Money assets</b>   | ■ ■   | 20% of the insured sum as per A1 (household contents), not exceeding CHF 5'000. More extensive coverage only if specifically agreed in the policy.  | 20% of the insured sum as per A1 (household contents), not exceeding CHF 5'000. More extensive coverage only if specifically agreed in the policy.   | 20% of the insured sum as per A1 (household contents), not exceeding CHF 5'000. More extensive coverage only if specifically agreed in the policy.   | 20% of the insured sum as per A1 (household contents), not exceeding CHF 5'000. More extensive coverage only if specifically agreed in the policy.   |   |
| <b>A4 Guests' property and entrusted household contents</b>  | ■ ■   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000  | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   |   |

| The insurance covers                                 | Fire   | Natural forces   | Theft  | Water damage   |
|--|--|--|--|--|
| <b>A5 Jewellery, wristwatches and pocket watches</b> | <ul style="list-style-type: none"> <li>■ Insured sum as per A1 (household contents)</li> <li>■ 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.</li> </ul> | <ul style="list-style-type: none"> <li>■ Insured sum as per A1 (household contents)</li> <li>■ 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.</li> </ul> | <ul style="list-style-type: none"> <li>■ Insured sum as per A1 (household contents) when stolen from a safe weighing over 100 kg a built-in wall safe, otherwise 20% of the insured sum as per A1 (household contents). More extensive coverage only if specifically agreed in the policy.</li> <li>■ In the case of burglary and robbery, 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy. In the case of simple theft out-and-about, benefits are limited to the sum specified under this position in the policy.</li> </ul> | <ul style="list-style-type: none"> <li>■ Insured sum as per A1 (household contents)</li> <li>■ 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.</li> </ul> |
| <b>A6 Building surroundings</b>                      | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  |  |  |
| <b>A7 Costs for psychological support</b>            | <ul style="list-style-type: none"> <li>■ CHF 2'000</li> <li>■ CHF 2'000</li> </ul>   | <ul style="list-style-type: none"> <li>■ CHF 2'000</li> <li>■ CHF 2'000</li> </ul>   | <ul style="list-style-type: none"> <li>■ CHF 2'000</li> <li>■ CHF 2'000 in the case of burglary and robbery</li> </ul>   |  |
| <b>A8 Garden sheds, allotment sheds and apiaries</b> |  |  |  |  |
| A8.1 Garden sheds, allotment sheds, apiaries         | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  | <ul style="list-style-type: none"> <li>■ Sum insured according to policy</li> </ul>  |
| A8.2 Costs   | <ul style="list-style-type: none"> <li>■ CHF 5'000</li> </ul>  | <ul style="list-style-type: none"> <li>■ CHF 5'000</li> </ul>  | <ul style="list-style-type: none"> <li>■ CHF 5'000</li> </ul>  | <ul style="list-style-type: none"> <li>■ CHF 5'000</li> </ul>  |

| The insurance does not cover  | Fire  | Natural forces  | Theft   | Water damage  |
|---|---|---|---|---|
| <p><b>A9</b> motor vehicles, motorcycles (excluding motor-assisted bicycles as per Art. 18 letter b of the Swiss Ordinance on the Technical Requirements of Road Vehicles), trailers, caravans, mobile homes, all included accessories;</p> <p><b>A10</b> watercraft for which liability insurance is mandatory, including accessories;</p> <p><b>A11</b> aircraft that must be registered in the aircraft register;</p> <p><b>A12</b> items and costs that are insured separately or must be insured separately;</p> <p><b>A13</b> costs for services of public fire brigades, the police and other mandated aid services;</p> <p><b>A14</b> damage caused by deficient maintenance or failure to implement preventive measures;</p> <p><b>A15</b> damage caused by deficient construction techniques, execution and planning errors, and defective materials;</p> <p><b>A16</b> damage caused by atomic structure changes irrespective of the cause;</p> <p><b>A17</b> damage caused by water from reservoirs or other manmade water installations irrespective of the cause;</p> <p><b>A18</b> damage from tremors caused by the collapse of manmade cavities;</p> <p><b>A19</b> damage caused by war events or warlike events, neutrality violations, revolution, rebellion or riots, unless the policyholder can provide evidence that the damage is not related to these events;</p> <p><b>A20</b> damage caused by terrorist activities and counterterrorism measures, unless the policyholder provides evidence that the damage is not related to these events.<br/>This exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>■ Household contents with a sum insured of up to CHF 10 million;</li> </ul> <p><b>A21</b> restoration costs for photographic, film, video and audio recordings, computer data and files;</p> <p><b>A22</b> professional clothing and utensils that are the property of an employer or are used for a main occupation in self-employment.</p> | <p><b>B7</b> damage caused by the purposerelated or gradual effects of heat or smoke;</p> <p><b>B8</b> damage caused to electrical safety mechanisms such as fuses in the performance of their normal function;</p> <p><b>B9</b> electrical surge damage to equipment, machinery or systems caused by a defect located inside the equipment, machinery or system ("operating damage");</p> <p><b>B10</b> damage caused by earthquake or volcanic eruption, and by civil unrest.</p> | <p><b>C8</b> damage caused by subsidence of soil or bad subsoil;</p> <p><b>C9</b> damage caused by artificial earth movements, groundwater, rising and overflow of bodies of water which experience has shown are likely to recur sooner or later;</p> <p><b>C10</b> snow falling from roofs;</p> <p><b>C11</b> damage caused by backwater from the sewage system, irrespective of the cause;</p> <p><b>C12</b> business and operating damage which experience has shown are likely to occur, such as damage during building and road construction, tunnelling, quarrying of stone, gravel, sand or clay;</p> <p><b>C13</b> damage from storms, hail or snow pressure on fruit crops, ground crops or flowers;</p> <p><b>C14</b> damage caused by earthquake and volcanic eruption.</p> | <p><b>D5</b> damage caused by loss or misplacement;</p> <p><b>D6</b> loss as a result of simple theft of money assets;</p> <p><b>D7</b> loss or damage caused by theft by persons living in the same household as the policyholder;</p> <p><b>D8</b> burglary does not include theft from aircraft, watercraft or motor vehicles with their trailers, regardless of where they are located;</p> <p><b>D9</b> damage caused by fire, natural forces, civil unrest, earthquake and volcanic eruption.</p> | <p><b>E7</b> damage that a third party is required to cover by law or contract.<br/>This exclusion does not apply to advance payments;</p> <p><b>E8</b> damage caused when filling, emptying or inspecting heating, tank, heat recovery and cooling equipment;</p> <p><b>E9</b> damage caused by rain or melting snow through open windows, doors, skylights or openings in the roof, or related directly with new constructions, modifications or other work;</p> <p><b>E10</b> replacing damaged pipelines and replacing, repairing and rectifying connected apparatus, installations, heating equipment, tank equipment, heat recovery equipment and cooling equipment causing damage;</p> <p><b>E11</b> damage to cooling equipment caused by artificially generated frost;</p> <p><b>E12</b> direct damage to heat exchangers and/or heat pump circulation systems as a result of the mixture of water with other liquids or gases within these systems;</p> <p><b>E13</b> damage to pipe systems, tanks and containers through wear and tear, regular use, rust and corrosion;</p> <p><b>E14</b> predictable and purpose-related leakage of liquids and gas;</p> <p><b>E15</b> damage caused by fire, natural forces, civil unrest, earthquake and volcanic eruption.</p> |

## Household contents insurance

| The insurance covers   |   | insured location<br>location is out-and-about<br>underinsurance | Glass breakage  |  |
|--|---|---|---|--|
| Do you want to know how you are insured? The coverage and insured sums of your insurance as you required it are listed in your policy. |   |   | <p><b>F1</b> breakage and consequential damage to household contents;</p> <p><b>F2</b> consequential damage to the building as a result of glass splinters, provided that the policyholder is the owner of the building and inhabits it personally.</p> |  |
| The explanation of terms must be used additionally to determine the insurance coverage.  |   |   |   |  |
| <b>A23 Building glazing</b>  | ■ |   |   | Sum insured according to policy  |
| <b>A24 Glass parts of furniture</b>  | ■ |   |   | Sum insured according to policy  |
| <b>A25 Costs</b>   | ■ |   |   | 20% of the insured sum for fire, theft or water damage as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy. |
| <b>A26 Garden sheds, allotment sheds and apiaries</b>  |   |   |   |  |
| A26.1 Costs  | ■ |   |   | CHF 5'000  |
| A26.2 Glazing  | ■ |   |   | Sum insured according to policy  |

| The insurance does not cover                   |  | insured location<br>location is out-and-about<br>underinsurance | Glass breakage  |  |
|--|--|---|---|--|
| in addition to the exclusions on pages 6 and 7 |  |   | <p><b>F3</b> damage to hand mirrors, optical lenses, eyeglass lenses, watch glass, monitor screen glass and displays of any kind, glass tableware, glass containers, light fixtures of any type and light bulbs;</p> <p><b>F4</b> damage caused by scratches or welding spatter e.g. to the surface, the glaze or the paint coat;</p> <p><b>F5</b> damage caused during work on the insured property, when moving or installing glazing, including framing;</p> <p><b>F6</b> damage to electrical and mechanical equipment, e.g. glass ceramic stoves, company plaques, illuminated signs and automated lavatory installations;</p> <p><b>F7</b> damage caused by fire, natural forces, earthquake or volcanic eruption;</p> <p><b>F8</b> follow-up costs for the repair and replacement of bathtubs and shower bases, including adjustment work to panels, fittings and similar.</p> |  |

| The insurance covers   |       | insured location<br>location is out-and-about<br>underinsurance | Earthquake and volcanic eruption  |  |
|--|-------|---|---|--|
| Do you want to know how you are insured? The coverage and insured sums of your insurance as you required it are listed in your policy. |       |   | <p><b>Destruction, damage or loss as a result of</b></p> <p><b>G1</b> earthquake: Tremors triggered by tectonic movements in the earth's crust;</p> <p><b>G2</b> volcanic eruption: Ascension and/or discharge of magma (molten rock), including flowing lava, raining ash and gas clouds.</p> <p>Damage caused in different places and at different times are deemed to be a single insured event if they occur within 168 hours of the first earthquake or volcanic eruption causing damage and if they are attributable to the same atmospheric or tectonic event.</p> |  |
| The explanation of terms must be used additionally to determine the insurance coverage.  |       |   |   |  |
| <b>A27 Household contents</b>  | ■ ■ ■ |   |   | Sum insured according to policy  |
| <b>A28 Costs</b>   | ■ ■   |   |   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   |
| <b>A29 Money assets</b>  | ■ ■   |   |   | 20% of the insured sum as per A1 (household contents), not exceeding CHF 5'000. More extensive coverage only if specifically agreed in the policy. |
| <b>A30 Guests' property and entrusted household contents</b>   | ■ ■   |   |   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000   |
| <b>A31 Jewellery, wristwatches and pocket watches</b>  | ■ ■ ■ |   |   | Insured sum as per A1 (household contents)   |
|  | ■ ■   |   |   | 20% of the insured sum as per A1 (household contents), min. CHF 10'000. More extensive coverage only if specifically agreed in the policy.         |
| <b>A32 Costs for psychological support</b>   | ■ ■   |   |   | CHF 2'000  |

| The insurance does not cover                   |  | insured location<br>location is out-and-about<br>underinsurance | Earthquake and volcanic eruption  |  |
|--|--|---|---|--|
| in addition to the exclusions on pages 6 and 7 |  |   | <p><b>G3</b> tremors caused by the collapse of manmade cavities. In cases of doubt, the decision of the Swiss Earthquake Service applies;</p> <p><b>G4</b> damage caused by artificially caused earthquakes. This exclusion does not apply to advance payments.</p> |  |

## Household contents insurance

| The insurance covers  | Special risks jewellery   | Household contents all risks   | Key service  |
|---|---|--|--|
| <p>Do you want to know how you are insured? The coverage and insured sums of your insurance as you required it are listed in your policy.</p> <p><b>The explanation of terms must be used additionally to determine the insurance coverage.</b></p> | <p><b>The insurance covers jewellery, wristwatches and pocket watches owned by the insured persons, provided that</b></p> <p><b>H1</b> their individual value does not exceed CHF 4'000. The maximum compensation per claim is CHF 20'000. The value that was valid at the time the contract was concluded is applied.</p> <p><b>Damage conclusively proven by physical traces, witnesses or circumstances to have been caused by</b></p> <p><b>H2</b> unforeseen and sudden destruction and damage of any kind caused by external factors;</p> <p><b>H3</b> loss.</p>  | <p><b>The insurance covers the property and risks listed below</b></p> <p><b>I1</b> household contents that are located at home or, for a temporary period of not longer than one year, in any other place in the world outside of the usual residential premises.</p> <p><b>in the case of</b></p> <p><b>I2</b> unforeseen and sudden damage by external factors or loss;</p> <p><b>I3</b> sudden and unforeseen losses during transport by a transport company or loss as a result of an accident to the transportation;</p> <p><b>I4</b> necessary procurements as a result of delayed delivery of luggage by a transport company, up to 20 % of the insured sum, not including deduction of an excess;</p> <p><b>I5</b> unintended failure of the cooling mechanism of chest freezers or upright freezers. The insurance covers foodstuffs for private use that are rendered unfit for consumption as a result.</p>  | <p><b>J1</b> if access to own residential premises is not possible due to the lack of key and no other reasonable measures can be taken, Helvetia will organise a visit by a tradesperson to provide access. The insurance covers expenses for the tradesperson (labour costs, material costs and travel costs) for opening the doors, fitting a provisional lock and for the conclusive repair of the damage.</p> |
| <p><b>The insurance does not cover</b></p> <p>in addition to the exclusions on pages 6 and 7</p>  | <p><b>Special risks jewellery</b></p> <p><b>H4</b> damages that can be insured pursuant to B–E under the heading “The insurance covers” or are excluded under the heading “The insurance does not cover”;</p> <p><b>H5</b> damage to collections of samples;</p> <p><b>H6</b> damage caused while the insured property is in the care of a third party for transport;</p> <p><b>H7</b> damage caused when the insured property is cleaned, repaired or renovated by a third party and is destroyed or damaged in the process;</p> <p><b>H8</b> damage caused by wear;</p> <p><b>H9</b> loss or damage caused by misappropriation or embezzlement.</p> | <p><b>Household contents all risks</b></p> <p><b>Uninsured property</b></p> <p><b>I6</b> money assets, certificates, documents, travel tickets;</p> <p><b>I7</b> business documents, business movables, merchandise and collections of samples;</p> <p><b>I8</b> objects with artistic or collector's value; jewellery, wristwatches, pocket watches, stamps;</p> <p><b>I9</b> IT software of any kind, lost data, loss and misplacement of mobile telephones;</p> <p><b>I10</b> contact lenses, any kind of eyeglasses with corrective lenses, prosthetic aids and implements;</p> <p><b>I11</b> domesticated animals;</p> <p><b>I12</b> model aircraft and drones:</p> <p>a) amounts exceeding the agreed sum insured or CHF 5,000 are not insured;</p> <p>b) work done by the customer is not covered;</p> <p><b>I13</b> property permanently located outdoors.</p> <p><b>Uninsured risks</b></p> <p><b>I14</b> damages that can be insured pursuant to B – E under the heading “The insurance covers” or are excluded under the heading “The insurance does not cover” as well as damage to glass parts of furniture;</p> <p><b>I15</b> official decrees, confiscations or strikes;</p> <p><b>I16</b> gradual effects of temperature, weather, light and other radiation;</p> <p><b>I17</b> use of sporting equipment in competitive environments;</p> <p><b>I18</b> forgotten or misplaced property;</p> <p><b>I19</b> computer viruses;</p> <p><b>I20</b> rodents and vermin;</p> <p><b>I21</b> contamination and damage (secretions, vomit, faeces, scratching, biting, and similar) caused by own domestic animals or domestic animals belonging to third parties</p> <p><b>I22</b> normal wear, deterioration, contamination, ageing and similar in the course of normal use;</p> <p><b>I23</b> scratches and paint damage;</p> <p><b>I24</b> wear, material fatigue and breakage of clockwork mechanisms;</p> <p><b>I25</b> damage falling under contractual or statutory warranty obligations, where insured property is cleaned, repaired or transported by third parties;</p> <p><b>I26</b> occurrences and costs related to a damage event, subject to I4.</p> | <p><b>Key service</b></p>  |

## Household contents insurance

### The insurance covers

Do you want to know how you are insured? The coverage and insured sums of your insurance as you required it are listed in your policy.

The explanation of terms must be used additionally to determine the insurance coverage.

### Accident treatment costs for dogs, cats and other domestic animals

The insurance covers the pets owned by the policyholder against

**K1** accidents, i.e. any physical impairment caused by a sudden external factor, the cause of which is random and involuntary (including during transport) and which is not the consequence of a disease. Poisoning is deemed to be equivalent to an accident.

**In the event of a claim, Helvetia will provide compensation within the scope of the agreed insured sum for costs incurred for**

- K2** veterinarian fees and physiotherapeutic treatments;
- K3** expenses for pharmaceutical products and aids as well as homoeopathic medicines; surgical procedures;
- K4** radiological and radiotherapeutic examinations and treatments;
- K5** hospital stays;
- K6** emergency transports with an animal ambulance;
- K7** necessary euthanasia.

### Health insurance for dogs and cats

The insurance covers pets owned by the policyholder against

- L1** disease, i.e. any change in the domesticated animal's state of health established by a veterinarian surgeon that is recognised by veterinary medicine and requires veterinary treatment;
- L2** this insurance may be concluded from the 3rd month until a maximum age of 6 years;
- L3** the insurance can cover up to 2 dogs and 2 cats per household;
- L4** the waiting period of 30 days begins once the insurance enters effect. If the insurance is dissolved or suspended, the waiting period will be started anew in the event that the insurance is reconcluded at a later date.

**In the event of a claim, Helvetia will provide compensation for costs within the scope of the agreed sum insured for**

- L5** veterinarian fees and physiotherapeutic treatments;
- L6** expenses for pharmaceutical products and aids as well as homoeopathic medicines; surgical procedures;
- L7** radiological and radiotherapeutic examinations and treatments;
- L8** hospital stays;
- L9** emergency transports with an animal ambulance;
- L10** necessary euthanasia.

### Accident treatment costs and health insurance for horses

The insurance covers horses owned by the policyholder and listed in the policy, not used for commercial purposes against

- N1** accidents, i.e. any physical impairment caused by a sudden external factor, the cause of which is random and involuntary (including during transport) and which is not the consequence of a disease. Poisoning is deemed to be equivalent to an accident;
- N2** disease, i.e. any change in the animal's state of health established by a veterinarian surgeon that is recognised by veterinary medicine and requires veterinary treatment;
- N3** acute disease: Acute changes in the animal's state of health (e.g. acute colic or digestive disorders, acute laminitis, myoglobinuria, acute infections, active inflammation and infections of the cardiovascular system, tetanus, rabies, equine influenza provided that the animal has been previously vaccinated in a timely fashion and has received periodic refresher vaccinations) and castration up to the age of three years. The consequences of pregnancy and birth are deemed equivalent to acute diseases;
- N4** chronic disease: Changes in state of health as a result of a gradually progressive disease (e.g. chronic diseases of the respiratory system such as tacheitis, bronchiolitis, bronchitis, pulmonary emphysema, all forms of chronic arthritis (rheumatism), arthrosis, lameness caused by exostosis, lameness related to the navicular bone, blindness not caused by accident, staggers, heat, anaemia).

**In the event of a claim, Helvetia will provide compensation for costs within the scope of the insured sum for**

- N5** veterinarian fees for admission examination, costs for veterinary reports, health certificates and expert opinions;
- N6** veterinary treatments in and outside of a medical centre, as well as pharmaceutical or homeopathic products given or prescribed by the veterinarian surgeon providing treatment;
- N7** laboratory and x-ray examinations;
- N8** surgical procedures.

For horses that are not yet in their 4<sup>th</sup> month of life or are 13 years or older, only 80 % of the treatment costs after deduction of the excess will be paid.

### The insurance does not cover

in addition to the exclusions on pages 6 and 7

### Accident treatment costs for dogs, cats and other pets;

- M1** diseases and consequences of accidents that occurred, were recognisable or could have been diagnosed by a veterinarian surgeon during an examination before the insurance entered effect;
- M2** injury or damage to the animal caused by liable third parties or animals resulting in liability under civil law, as well as deliberate or grossly negligent injury or damage of the animal by the animal keeper;
- M3** health impairments arising as a result of competitions or training;
- M4** psychotherapeutic treatments and treatments related to animal aggressiveness;

### Health insurance for dogs and cats

- M5** invalidity, congenital defects and / or hereditary diseases;
- M6** costs of treatment and care related to pregnancy, delivery and consequences thereof;
- M7** surgical procedures of an aesthetic nature, dental care and contagious diseases where the animal has not been vaccinated and has not received the periodic refresher vaccinations;
- M8** veterinarian fees for the examination of an insured but not sick animal, requiring no treatment, and the costs for compulsory or optional vaccinations and refresher vaccinations;
- M9** animal cremation.

### Accident treatment costs and health insurance for horses

- N9** veterinarian fees for the examination of an insured but not sick animal, requiring no treatment;
- N10** costs for compulsory or optional vaccinations and refresher vaccinations;
- N11** costs for transport, slaughter, euthanasia and carcass rendering;
- N12** costs for pregnancy, birth, castration, sterilisation;
- N13** costs related to grazing and shoeing, excluding additional costs arising from an initial orthopaedic shoeing ordered by the veterinary surgeon;
- N14** treatment costs for any tendon damage, regardless of its cause, in the first year of insurance;
- N15** damage or injury from participation in horse races, military competitions or driving competitions.

## Personal liability insurance

| <b>Statutory liability is insured</b><br>and defence against unjustified claims as/in case of:   | <b>Where</b>   | <b>Personal injury</b>  | <b>Property damage</b>   | <b>Strictly financial losses</b>   | <b>The following claims are not insured unless specifically stated in the STI</b>  |  |
|--|--|---|--|--|--|--|
| <p><b>Do you want to know how you are insured? The coverage and insured sums of your insurance are listed in your policy as you desired.</b></p> <p>The explanation of terms must be used additionally to determine the insurance coverage.</p>  | Switzerland and the Principality of Liechtenstein<br>Countries of the European Union and the EFTA<br>All other countries | <p><b>O1</b> Third-party liability claims for damages brought against insured persons on the basis of statutory liability provisions due to death, injury or other health impediments of persons;</p> <p><b>O2</b> costs for defending against unjustified claims;</p> <p><b>O3</b> coverage includes financial losses resulting from an insured personal injury.</p> | <p><b>P1</b> Liability claims for damages from third parties brought against insured persons on the basis of statutory liability provisions due to destruction, damage or loss of property;</p> <p><b>P2</b> costs for defending against unjustified claims;</p> <p><b>P3</b> coverage includes financial losses resulting from insured property damage suffered by the injured party.</p> <p>Death, injury, other health detriment and the loss of animals are equivalent to property damage. The impairment of an object's functioning without its substance being degraded is not deemed to be property damage.</p> | <p><b>Q1</b> Third-party liability claims for damages that are brought against insured persons on the basis of statutory liability provisions due to financial loss (losses quantifiable in financial terms) and which result neither from insured personal injury nor insured property damage suffered by the injured party;</p> <p><b>Q2</b> costs for defending against unjustified claims.</p> | <p><b>A36</b> due to contractual liability assumed beyond the scope of statutory liability or due to the non-fulfilment of statutory or contractual insurance obligations;</p> <p><b>A37</b> resulting from damage caused by insured persons, spouses, life partners, civil/domestic partners or relatives living in the same household;</p> <p><b>A38</b> resulting from damage whose occurrence should have been expected or was accepted as very likely; wear-and-tear (e.g. to floors, walls and ceilings) and gradual damage to property such as that caused by weather, temperature, humidity, fungus and mould, dust, smoke, soot, gases, vapours or vibrations;</p> <p><b>A39</b> for all damage caused during the premeditated perpetration of a crime or offence within the meaning of the Swiss Criminal Code and claims resulting from the consequences of physical assault;</p> <p><b>A40</b> liability of the insured person arising from registered holdership and usage of aircraft of all types – including manned and unmanned free and captive balloons, kites and hang-gliders – that are required to be registered in the aircraft register in accordance with Swiss law or which must be documented or would have to be if registered in Switzerland. A33.14 b) remains reserved. Also, liability as a civil parachutist or flight instructor;</p> <p><b>A41</b> liability of the insured person arising from registered holdership or usage of motor vehicles, trailers and other vehicles towed by those vehicles, unless Swiss road traffic legislation prescribes mandatory insurance or would do so if the vehicles were registered in Switzerland. A33.17, A35.1 and 35.2 remain reserved;</p> <p><b>A42</b> against the insured person as holder or user of watercraft of any kind. A33.18 remains reserved;</p> <p><b>A43</b> against the insured person as holder or driver during trips without holding an official license as required by law (e.g. use of mini-bikes or go-karts on public roads);</p> <p><b>A44</b> resulting from damage related to a professional activity or an activity performed for payment. Subject to the provisions per A33.11, A35.3 and 35.4;</p> <p><b>A45</b> resulting from damage to aircraft, watercraft, motor vehicles, small-power motor vehicles, mini-motorcycles and trailers, received by an insured person for use or care. Subject to the provisions per A33.17, A33.18, A35.1 and A35.2;</p> <p><b>A46</b> related to the transmission of contagious diseases;</p> <p><b>A47</b> for damage resulting from the effects of ionising radiation and laser radiation;</p> <p><b>A48</b> for damage directly or indirectly attributable to or related to asbestos or materials containing asbestos, chlorinated hydrocarbons (CHCs), chloro-fluoro-carbons (CFCs) or urea-formaldehyde;</p> <p><b>A49</b> financial losses not attributable to an insured person or to property damage;</p> <p><b>A50</b> resulting from negatively affecting software (e.g. alteration, deletion, loss, rendering useless) and/or electronically processed or stored data, unless the consequence of an insured damage to media devices is concerned.</p> |  |
| <p><b>A33 Basic cover</b></p> <p>A33.1 <b>Private individual for consequences of private-life actions</b></p>  |  | ■ ■ ■   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy  | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy  |  |  |
| <p>A33.2 <b>Tenants, lessees or owners of residential property: as per policy provisions as:</b></p> <p>A33.2.1 <b>Tenants, lessees and public housing residents of buildings or premises used for residential purposes</b> which serve as main domicile; for damage to the property used personally and to typical permanent furnishings and included rented furniture.</p> |  |   | ■  |  | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy  |  |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of: |   | Where                     | Personal injury   | Property damage   | Strictly financial losses | The following claims are not insured unless specifically stated in the STI   |
|---|---|---------------------------|---|---|---------------------------|--|
|   |   | CH/FL<br>EU/EFTA<br>Other |   |   |                           |  |
| A33.2.2   | <b>Owners or users of a self-occupied property exclusively for residential purposes or of an unregistered motor home, mobile home or caravan</b> which is fixed in location, including installations and furnishing/equipment.  | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for damage as owner or user of properties with more than three flat units;<br>b) for damage to rented/leased properties. The provisions per A33.3 remain reserved;<br>c) for damage which users are responsible for repairing at their own expense.   |
| A33.2.3   | <b>Condominium owners, collective owners, joint owners:</b> Insurance cover is limited to the portion of damage costs exceeding the sum insured under the liability insurance held by the floor owner or co-owner association.  | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) of the floor owner or co-owner for the share of the damage corresponding to the floor owner or co-owner's percentage ownership as per the association or collective charter;<br>b) for damage if there is no liability insurance covering the floor owner or co-owner.  |
| A33.2.3.1   | Cover also applies if the cause of damage lies in elements of the self-occupied building which are attributed to the condominium under special rights.  | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) of the floor owner or co-owner for the share of the damage corresponding to the floor owner or co-owner's percentage ownership as per the association or collective charter;<br>b) for which other insurance cover applies.   |
| A33.2.3.2   | <b>Liability claims in the event of non-insurance:</b> Cover also applies if a liability insurance policy has been taken out covering the floor owner or co-owner which has been suspended or has lapsed due to non-payment of premiums without the assistance or knowledge of the policyholder (e.g. due to embezzlement or bankruptcy of the property manager). Claims are only covered up to the ownership percentage/share.                   | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) of the floor owner or co-owner for the share of the damage corresponding to the floor owner or co-owner's percentage ownership as per the association or collective charter.  |
| A33.3   | <b>Tenants of a holiday home for a single family, an apartment for holiday, training or work purposes, and occupants of hotel rooms and of unregistered motor homes, mobile homes or caravans with fixed location, of garages, creative workshops, practice rooms, party facilities and similar premises</b> for damage to the property used personally and to the typical permanent furnishings and included rented furniture.                   | ■ ■ ■                     |   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for registered motor homes, mobile homes and caravans.  |
| A33.4   | <b>Owners of a holiday home for a single family, a holiday apartment (as condominium, collective or joint owner: solely as per item A33.2.3) and of unregistered motor homes, mobile homes and caravans with fixed location</b> including their furnishings and equipment.  | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for damage as owner or user of properties with more than three flat units;<br>b) for damage as owner of properties containing business premises;<br>c) for registered motor homes, mobile homes and caravans.   |
| A33.5   | <b>Owners of undeveloped land</b> , such as allotment gardens, plantations, vineyards, orchards, forestland, fields and meadows, as long as the income does not represent a significant portion of the insured person's annual earned income.   | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  |
| A33.6   | <b>As property developer for damage to third-party land, buildings and other works</b> through demolition, earthmoving or construction work; for buildings, up to a construction sum of CHF 200'000. The construction total is as per the construction cost plan, chapters 1–4, including fees and VAT.   | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for losses from reduced yield or exhaustion of sources;<br>b) in relation to site contamination (e.g. contaminated excavated material);<br>c) for losses/damage exceeding the construction total of CHF 200'000;<br>d) for recourse and compensation claims made by third parties for services performed by them for the injured parties. |
| A33.7   | <b>Head of household:</b> The liability of an insured person as head of a household is covered for damages caused by under-age children or under-age cohabitants of the insured person or the insured person's spouse or common-law partner.  | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for recourse and compensation claims made by third parties for services performed by them for the injured parties.  |
| A33.8   | <b>Carers of children in childcare, foster children and children staying on holiday:</b> The insurance covers claims for damage inflicted upon third parties and caused by children in childcare, foster children and children staying on holiday who are temporarily residing with the policyholder.   | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           | a) for claims of the policyholder personally or claims of an insured person;<br>b) for recourse and compensation claims made by third parties for services performed by them for the injured parties.  |
| A33.9   | <b>Children and cohabitants incapable of judgement or under disability:</b> The insurance covers claims for damage caused by the policyholder's or their married/common-law partner's children and cohabitants to the extent to which they are incapable of judgement and have no legal capacity, provided that and insofar as statutory provisions would establish liability to pay compensation if the damage were caused by a competent party. | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of: |  | Where                     | Personal injury   | Property damage   | Strictly financial losses | The following claims are not insured unless specifically stated in the STI |  |
|---|--|---------------------------|---|---|---------------------------|--|--|
|   |  | CH/FL<br>EU/EFTA<br>Other |   |   |                           |  |  |
| A33.10  | <b>Responsible party for items taken into custody by or entrusted to</b> the insured person for use, safekeeping or other purposes or under a rental arrangement.  | ■ ■ ■                     |   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) for precious items and antiques;<br>b) for cash, cashpoint cards, credit cards, securities, documents, plans;<br>c) for property of the employer of an insured person or the employer of another person living in the household, as well as damage related to business keys or other locking systems (e.g. badges) entrusted to them; A35.8 remains reserved;<br>d) for property that an insured person is paid to perform an activity on /with;<br>e) for musical instruments kept or rented by an insured person for more than 365 days;<br>f) for property that is subject to a rent-to-own, lease-to-own or lease agreement and property subject to retention of title;<br>g) for injury /damage to horses, mules, or rented or borrowed riding or driving equipment. |
| A33.11  | <b>Self-employed persons:</b> Liability is covered in connection with exercise of the following professions: hairdresser, beautician, pedicurist, manicurist, nail designer, daycare provider/nanny, childcare provider/babysitter, au-pair, tutor, pet sitter, house sitter, home custodian, interior cleaner, musician, actor, baker, confectioner, party service provider, host, farmer, photographer.<br><br>As long as total annual turnover from these activities does not exceed CHF 40'000.<br><br>For all other activities, insurance cover applies as long as total annual turnover does not exceed CHF 5'000. | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) for damage or loss related to entrusted business keys or other locking mechanisms (e.g. badges), subject to A35.8;<br>b) for recourse and compensation claims made by third parties for services performed by them for the injured parties;<br>c) for damage to entrusted, leased or rented property;<br>d) for damage to valuables, antiques or art objects;<br>e) for damage due to the organising or conducting of or participating in risk/thrill/extreme sports events or competitions;<br>f) for damage to third-party property during transport, working, repair or cleaning;<br>g) resulting from the loading or unloading of vehicles;<br>h) resulting from misappropriation or embezzlement;<br>i) resulting from environmental degradation.                    |
| A33.12  | <b>Keepers of animals</b> , such as dogs, cats, sheep, goats, horses, bees, snakes or other common domestic animals.   | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) for damage arising from participation in hunting events; subject to A35.5;<br>b) for damage resulting from non-compliance with laws and regulations governing the keeping of animals;<br>c) if annual income from animal husbandry exceeds CHF 20'000.  |
| A33.13  | <b>Employers of private service personnel</b> , for damage/losses suffered by third parties caused by private service personnel working in the household of the policyholder. The insurance also covers the liability of the household's employees and helpers towards third parties as a result of their services towards the policyholder.   | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) for recourse and compensation claims made by third parties for services performed by them for the injured parties;<br>b) for damage/losses suffered by self-employed professionals and persons employed or hired by them.   |
| A33.14  | <b>Athletes performing/participating in sports and sporting matches:</b><br>Damage/losses incurred while performing/participating in sports are covered.   | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) for damage to rented or loaned horses and to associated riding and driving equipment; subject to A35.6;<br>b) for damage arising from the practice of aerial sports and motor sports. This exclusion does not include model aircraft up to a weight of 30 kg (certificate of insurance required);<br>c) from participation in hunting events; subject to A35.5;<br>d) from participation in horse races and driving competitions;<br>e) for damage caused by professional athletes;<br>f) for damage arising from the use of go-karts.  |
| A33.15  | <b>Weapon owners and marksmen</b>  | ■                         | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) as hunter; subject to A35.5.  |
| A33.16  | <b>Members of the armed forces, civil defence service or public fire brigades</b>  | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |                           |  | a) in performing professional activities;<br>b) in war events, civil unrest and uprising;<br>c) for damage to service equipment.   |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of: |   | Where                     | Personal injury   | Property damage   | Strictly financial losses   | The following claims are not insured unless specifically stated in the STI  |
|---|---|---------------------------|---|---|---|---|
|   |   | CH/FL<br>EU/EFTA<br>Other |   |   |   |   |
| A33.17  | <b>Occasional users of non-owned passenger cars, delivery vehicles registered in Switzerland, the Principality of Liechtenstein or countries of the European Union or EFTA up to 3.5 tonnes, small motor vehicles and agricultural vehicles up to 3.5 tonnes, motorcycles, mini-bikes and motor scooters:</b> The insurance covers claims against the insured person for occasional, non-regular, exceptional and brief use as driver or passenger, unless the claims are covered under the liability insurance to be concluded for the vehicle itself. Additional premium resulting from loss of bonus of the holder resulting from their motor vehicle liability insurance is also covered. If the holder of the motor vehicle used has not concluded a mandatory liability insurance policy or if said liability insurance policy is ineffective at the time of the damage event, the insurance coverage from this contract is void. | ■ ■                       | <b>In Switzerland</b><br>Sum insured as per the basic insurance cover under the policy<br><br><b>Outside Switzerland</b><br>Sum insured CHF 2'000'000<br><br>Deductible as per the basic insurance cover under the policy | <b>In Switzerland</b><br>Sum insured as per the basic insurance cover under the policy<br><br><b>Outside Switzerland</b><br>Sum insured CHF 2'000'000<br><br>Deductible as per the basic insurance cover under the policy |   | a) for claims arising from damage to the vehicle used and associated parts, to trailers and to towed or joined vehicles; subject to A35.1 and A35.2;<br>b) for claims arising from damage related to the use of a vehicle held, regularly driven or rented against payment by an insured person, the employer of an insured person, a person living in the household of the employer or by the armed forces;<br>c) for journeys prohibited by law or not approved by the holder;<br>d) arising from participation in races, rallies and similar driving competitions, in corresponding training runs and when driving on race tracks;<br>e) for claims for damage to property transported in the vehicle;<br>f) for journeys conducted by an insured person against payment or professionally;<br>g) arising from the use of vehicles received from a garage, a dealership or a repair shop or as part of a car sharing scheme (e.g. mobility vehicles);<br>h) for recourse and compensation claims from the insurance policies concluded for the vehicle and reductions in insurance benefits (specifically deductions for gross negligence) as well as compensation for the excess paid on the liability insurance policy for the used vehicle. |
| A33.18  | <b>Registered holders and users of watercraft:</b> Cover applies to the liability of registered holders and users of boats, ships and other water vessels for which liability insurance is not legally required.  | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy   | Sum insured as per the basic insurance cover under the policy<br><br>Sum insured for regattas and competitions: CHF 5'000<br><br>Deductible as per the basic insurance cover under the policy                             |   | a) for journeys conducted by an insured person for payment or professionally.   |
| A33.19  | <b>Registered holders and users of bicycles and e-bikes and similar vehicle-like items which are equivalent to bicycles respecting liability and insurance:</b> Liability as registered holder and user is insured.   | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy   |   | a) for damages resulting from the registered holding or use of bicycles, e-bikes or other vehicles for which liability insurance is required by law.  |
| A33.20  | <b>Registered holders and users of motorcycles and e-bikes and similar vehicle-like items which are equivalent to motorcycles with respect to liability and insurance:</b> Insurance cover is limited to the amount of compensation exceeding the sum insured under the insurance required by law.  | ■ ■ ■                     | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy   |   | a) if the legally required insurance policy has not been concluded or the vehicle driver does not possess a legally prescribed driving licence.   |
| A33.21  | <b>Responsibility for environmental degradation:</b> For damage connected with environmental degradation resulting from a single, suddenly occurring, unforeseen event requiring immediate action, such as reports to the competent authority, notification of the population, initiation of damage prevention or damage limitation measures.<br><br>The rusting through of or development of leaks in facilities used to store substances that damage soil or water, including liquid fuels, acids, bases and other chemicals (but not sewage or other operating waste products) is equated to a single and suddenly occurring event in accordance with the above paragraph.<br><br>Facilities in the aforementioned sense include tanks and tank-like containers (basins, tubs etc., but not mobile containers) as well as pipes, including the associated installations (Carbura clause).  | ■ ■ ■                     |   |   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy | a) only if multiple events of similar effect (such as occasional dripping of harmful substances into the ground or repeated spilling of liquids out of mobile containers) trigger damage prevention, mitigation or elimination measures which are not necessary if only a single such event occurs;<br>b) for expenses incurred for the location of leaks, for emptying and refilling, as well as costs for repairing and modifying equipment;<br>c) for actual environmental damage, i.e. damage to objects that are not covered by the protection of rights to individual assets;<br>d) in connection with contaminated sites;<br>e) by in-house waste processing facilities This exclusion does not apply to facilities used for the composting of or short-term temporary storage of waste or other waste products or for the treatment or pre-treatment of sewage;<br>f) attributable to a culpable failure to observe statutory or official regulations.  |
| A33.22  | <b>Loss prevention costs:</b> For loss prevention costs, i.e. in a situation where unforeseen personal injury or property damage could immediately occur, insurance covers costs accruing to the insured person under statutory law or otherwise for appropriate, immediate measures taken to prevent damage/losses from occurring (damage prevention costs). Costs for measures taken after a risk event has already been averted are not covered, however.  | ■ ■ ■                     |   |   | Sum insured as per the basic insurance cover under the policy<br><br>Deductible as per the basic insurance cover under the policy |   |

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|---|---------------------------|---|---|---------------------------|---|
|   | CH/FL<br>EU/EFTA<br>Other |   |   |                           |   |
| <b>A34 Voluntary liability</b><br><b>Payment of benefits for losses without statutory liability:</b> Upon request by the policyholder, the scope of insurance can be extended to cover claims asserted by third parties which cannot be enforced against the policyholder due to non-fulfilment of the conditions for liability but which are covered under the terms of the insurance policy as actions in the private life of the insured person as/with: |                           |   |   |                           | <b>in supplement to items A36–A50</b><br>a) regarding deductibles and franchises;<br>b) for the fulfilment of contracts up to the point in time of passing of risk, or claims in lieu thereof for substitute performance due to non-fulfilment;<br>c) for damage for which liability insurance is required by law or if there is an obligation to guarantee liability (e.g. motor vehicle liability insurance);<br>d) in connection with the liability of the perpetrator for damage/losses resulting from wilfully/intentionally committed crimes or offences or the attempt to commit such;<br>e) in connection with intellectual property rights (patents, trademark, design rights etc.);<br>f) for damage to rented or leased land, buildings and premises exceeding the fair value thereof;<br>g) from damage/losses related to criminal activity;<br>h) covered by other insurance (e.g. property insurance, legal expenses insurance);<br>i) for recourse and compensation claims of third parties for services performed for the injured parties;<br>j) for damage/losses occurring in connection with professional activity (significant livelihood);<br>k) for damage inflicted by insured persons upon each other or upon a person living with them in the same household;<br>l) for events causally related to abuse of alcohol or medications, drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act. |
| A34.1 <b>Renters, lessees, public housing residents and condominium owners:</b> The insurance covers claims in the absence of statutory liability for costs incurred when doors need to be broken open due to keys being missing or stuck in a lock, or when doors need to be opened by a locksmith (causing property damage), or when a lock cylinder or locking mechanism needs to be replaced due to a missing key.                                      | ■ ■ ■                     |   | Sum insured CHF 1'000<br><br>Deductible as per the basic insurance cover under the policy   |                           |   |
| A34.2 <b>Carers of children in childcare, foster children and children staying on holiday:</b> The insurance covers claims for damage inflicted upon third parties and caused by children in childcare, foster children and children staying on holiday who are temporarily residing with the policyholder.   | ■ ■ ■                     | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy |                           | a) of the policyholder personally or claims of an insured person.   |
| A34.3 <b>Additional head of household:</b> The insurance also covers the liability of another person serving as head of household (carer of children in childcare, foster children and children staying on holiday) for damage caused by under-age children or under-age cohabitants of the policyholder or the policyholder's spouse or common-law partner who are residing with the policyholder on a temporary and unpaid basis.                         | ■ ■ ■                     | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy |                           |   |
| A34.3.1 Claims of the temporary additional head of household and of the persons cohabiting in the same household are also covered.  | ■ ■ ■                     | Sum insured CHF 5'000<br><br>Deductible as per the basic insurance cover under the policy   | Sum insured CHF 5'000<br><br>Deductible as per the basic insurance cover under the policy   |                           |   |
| A34.4 <b>Responsible person for children and cohabitants incapable of judgement and with no legal capacity:</b> Claims for damage caused by children or cohabitants of the policyholder or the policyholder's spouse or common-law partner who are incapable of judgement or have no legal capacity are covered.  | ■ ■ ■                     | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 200'000<br><br>Deductible as per the basic insurance cover under the policy |                           |   |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of:                 |   | Where                     | Personal injury   | Property damage   | Strictly financial losses   | The following claims are not insured unless specifically stated in the STI   |
|---|---|---------------------------|---|---|---|--|
|   |   | CH/FL<br>EU/EFTA<br>Other |   |   |   |  |
| A34.5   | <b>Athletes performing/participating in sports and sporting matches:</b> Third-party claims without statutory liability for damage/losses occurring while performing/participating in sports are covered.   | ■ ■ ■                     | Sum insured CHF 1'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 1'000<br><br>Deductible as per the basic insurance cover under the policy |   | a) for damage to rented or loaned horses and to associated riding and driving equipment; subject to A35.6;<br>b) for damage and loss arising from the practice of aerial sports and motor sports. This exclusion does not include model aircraft up to a weight of 30 kg (certificate of insurance required);<br>c) from participation in hunting events; subject to A35.5;<br>d) from participation in horse races and driving competitions;<br>e) for damage and loss caused by professional athletes;<br>f) for damage and loss arising from the use of go-karts. |
| A34.6   | <b>Damage caused by pets kept for others:</b> Liability is covered for damage to a third party, even without statutory liability, caused by pets kept on behalf of other parties.   | ■ ■ ■                     | Sum insured CHF 5'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 5'000<br><br>Deductible as per the basic insurance cover under the policy |   | a) for damage arising from participation in hunting events; subject to A35.5;<br>b) for damage resulting from non-compliance with laws and regulations governing the keeping of animals;<br>c) if the animals are kept and cared for on a commercial basis;<br>d) for damage incurred after a period of one month if the period of keeping/care exceeds one month.   |
| A34.6.1   | Claims of the third party and of the persons living with the third party in the same household are also covered if the pets are not kept/cared for on a commercial basis.   | ■ ■ ■                     | Sum insured CHF 1'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 1'000<br><br>Deductible as per the basic insurance cover under the policy |   | a) for damage resulting from non-compliance with laws and regulations governing the keeping of animals;<br>b) if the animals are kept and cared for on a commercial basis;<br>c) for damage incurred after a period of one month if the period of keeping/care exceeds one month.  |
| A34.7   | <b>Aid:</b> Damage to third parties or to the insured occurring while providing first aid.  | ■ ■ ■                     | Sum insured CHF 2'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 2'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 2'000<br><br>Deductible as per the basic insurance cover under the policy |  |
| A34.8   | <b>Damage arising from performing favours:</b> For the claims of third parties for the portion of damage for which there is no statutory liability.   | ■ ■ ■                     | Sum insured CHF 2'000<br><br>Deductible as per the basic insurance cover under the policy | Sum insured CHF 2'000<br><br>Deductible as per the basic insurance cover under the policy |   |  |
| <b>A35 Supplementary insurance</b>  |   |                           |   |   |   |  |
| Statutory liability for actions falling within the sphere of the private life of the insured person as: |   |                           |   |   |   |  |
| A35.1   | <b>Party causing damage to third-party passenger cars, delivery vans, motor homes up to 3.5 tonnes, small motor vehicles and agricultural vehicles up to 3.5 tonnes, trailers up to 3.5 tonnes, motorcycles, mini-bikes and motor scooters:</b> Claims are covered against the insured person as driver or passenger for accidental property damage resulting from the occasional, infrequent use of third-party motor vehicles on an exceptional basis for a short period of time for private purposes. Towing costs to the nearest repair shop or salvage facility suitable for the work in question are also covered.<br><br>If the vehicle used is covered under an accidental damage insurance policy, the holder receives compensation only for the deductible and additional premium charged as a result of the damage (bonus loss). This compensation is not payable if Helvetia refunds claim expenses (less deductible) to the motor vehicle accidental damage insurer. If the claim does not result in a higher premium as a result of a bonus protection insurance policy, no compensation will be paid in this connection.<br><br>(Stated in the policy under "Damage to third-party motor vehicles.") | ■ ■                       |   | Sum insured as per the policy<br><br>Deductible as per the policy                         |   | <b>in supplement to A33.17, points b)–h):</b><br>a) for damage to towed or joined vehicles;<br>b) for damage to the used vehicle caused by normal use, breakage or wear, including, in particular, suspension spring breakages caused by vibrations of the vehicle on the road, damage caused by a lack of oil, damage caused by the lack, loss or freezing of cooling water;<br>c) for replacement car rental;<br>d) for reduced value;<br>e) for damage to trikes and quads.   |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of:  | Where |         |       | Personal injury   | Property damage   | Strictly financial losses                              | The following claims are not insured unless specifically stated in the STI   |
|--|-------|---------|-------|---|---|--|--|
|  | CH/FL | EU/EFTA | Other |   |   |  |  |
| <p>A35.2 <b>Users of third-party motor vehicles:</b> Liability is covered for accident-related damage claims arising through use of a registered third-party motor vehicle of up to 3.5 tonnes for private purposes asserted against an insured person to the extent to which the claim amount exceeds the cover under motor vehicle insurance to be concluded for the vehicle. The insurance also covers the deductible and the additional premium charged due to the holder's lost bonus from the holder's motor vehicle insurance. If the vehicle used is covered under an accidental damage insurance policy, the holder receives compensation only for the deductible and additional premium charged as a result of the damage (lost bonus). Towing costs to the nearest repair shop or salvage facility suitable for the work in question are also covered.</p> <p>(Stated in the policy under "Damage resulting from use of third-party motor vehicles.")</p> |       |         |       |   |   |  | <p>a) for damage to vehicles registered to the insured persons or their spouse, partner, common-law partner, relatives living in the same household, to the employers of these persons or to the armed forces;</p> <p>b) arising from participation in races, rallies and similar driving competitions, in corresponding training runs and when driving on race tracks;</p> <p>c) for journeys prohibited by law or not approved by the holder;</p> <p>d) for journeys conducted by an insured person against payment or professionally;</p> <p>e) for claims arising from damage to towed or joined vehicles;</p> <p>f) for claims arising from damage to the vehicle used caused by normal use, breakage or wear, including in particular suspension spring breakage caused by vibrations of the vehicle on the road, damage caused by a lack of oil, damage caused by the lack, loss or freezing of cooling water;</p> <p>g) if the motor vehicle liability insurance policy required for the motor vehicle used was not concluded or lapsed during the usage;</p> <p>h) for reduced value.</p> |
| A35.2.1 <b>Drivers of third-party motor vehicles provided at no charge</b>   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Deductible as per the policy   |  |  |
| A35.2.2 <b>Drivers of motor vehicles shared by members of shared housing or of a shared-interest community</b>   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Deductible as per the policy   |  |  |
| A35.2.3 <b>Renters of motor vehicles provided by car-sharing or car hire providers or by garages</b>   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Sum insured for the utilised vehicle CHF 2'500<br>Deductible as per the policy |  |  |
| A35.3 <b>Teachers at public and private schools:</b> Liability is covered in connection with exercising these professional functions in case of recourse action by the employer or an insurer.   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Deductible as per the policy   |  | <p>a) for events causally related to abuse of alcohol or medications, drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act;</p> <p>b) from working as a full-time ski or sport instructor or as mountain guide. A35.4 remains reserved.</p>   |
| A35.3.1 Search, rescue and recovery costs are covered for accompanying travellers and pupils on school trips, class camps/retreats and field days/outings.   | ■     | ■       | ■     |   |   | Sum insured CHF 50'000<br>Deductible as per the policy | a) for recourse and compensation claims of third parties for services performed for the injured parties.   |
| A35.4 <b>Ski and sports instructors, mountain guides:</b> Statutory liability as a self-employed ski or sports instructor or mountain guide is covered if total annual turnover from such activity does not exceed CHF 40'000.   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Deductible as per the policy   |  | <p>a) for events causally related to abuse of alcohol or medications, drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act;</p> <p>b) for damages in connection with risk/thrill/extreme sports or adventure activities.</p>  |
| A35.4.1 Search, rescue and recovery costs are covered for participants and pupils during field days/outings.   | ■     | ■       | ■     |   |   | Sum insured CHF 50'000<br>Deductible as per the policy | <p>a) for recourse and compensation claims made by third parties for services performed by them for the injured parties;</p> <p>b) in connection with competitions.</p>  |
| A35.5 <b>Hunters: The statutory liability of the person specified by name is covered (proof of insurance required) as hunter, gamekeeper,</b> lessee of hunting grounds, claims resulting from the use of dogs during the hunt or from participation in hunting events (such as shooting practice or hunting dog tests).   | ■     | ■       | ■     | Sum insured as per the policy<br>Deductible as per the policy | Sum insured as per the policy<br>Deductible as per the policy   |  | <p>a) for events causally related to abuse of alcohol or medications, drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act;</p> <p>b) arising from hunting without a valid hunting licence and from the violation of statutory or official regulations on hunting and poaching;</p> <p>c) for game and crop loss;</p> <p>d) for damage to hunting implements and injury to dogs received for use.</p>   |

| Statutory liability is insured<br>and defence against unjustified claims as/in case of: |   | Where   | Personal injury  | Property damage  | Strictly financial losses  | The following claims are not insured unless specifically stated in the STI   |
|---|---|---|--|--|--|--|
|   |   | CH/FL<br>EU/EFTA<br>Other   |  |  |  |  |
| A35.6   | <p><b>Tenants, borrowers and riding students of/with horses not owned by them</b> for accident-related damage and damage caused culpably by an insured person (death, reduced value, veterinarian costs) to horses that are rented, borrowed, temporarily held or used for account and to the associated rented or borrowed riding or driving equipment. If the horse owner demonstrably suffers lost income, loss of commercial income is also covered in case of temporary inability to use up to the amount of the agreed maximum per-diem compensation and sum insured per the policy.</p> <p>Insurance coverage is also provided for internal tests held by clubs or associations, courses and schools.</p> <p>(Referred to in the policy as "Tenants, borrowers of horses")</p> | <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> </ul> |  | <p>Sum insured as per the policy</p> <p>Deductible as per the policy</p> |  | <ul style="list-style-type: none"> <li>a) when participating in horse races, jumping competitions and driving competitions;</li> <li>b) for damage to animals kept for a period exceeding four months.</li> </ul>  |
| A35.7   | <p><b>Liability for damage caused by gross negligence:</b> In case of gross negligence causing an insured event, Helvetia will waive its statutory right to reduce benefits under Article 14 (2) and (3) of the Federal Law on Insurance Contracts.</p> <p>(Referred to in the policy as "Gross negligence waiver").</p>  | <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> </ul> | <p>Sum insured as per the policy</p> <p>Deductible as per the policy</p> | <p>Sum insured as per the policy</p> <p>Deductible as per the policy</p> | <p>Sum insured as per the policy</p> <p>Deductible as per the policy</p> | <ul style="list-style-type: none"> <li>a) for events causally related to abuse of alcohol or medications, drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act;</li> <li>b) further exceptions to coverage are reserved.</li> </ul> |
| A35.8   | <p><b>Responsibility for entrusted business keys and other locking system (e.g. badges):</b> Statutory liability is covered for the consequences of loss of entrusted business keys and for codes, cards, badges etc. for electronic access systems.</p> <p>(Referred to in the policy as "Loss of entrusted business keys".)</p>   | <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> </ul> |  | <p>Sum insured as per the policy</p> <p>Deductible as per the policy</p> |  |  |

#### Term of liability cover

|           |   |           |  |
|-----------|---|-----------|--|
| <b>R1</b> | The insurance covers damage occurring during the contract term as long as it is reported to the company within 60 months of the date of end of the contract.  | <b>R5</b> | In the event of the death of the policyholder, the insurance also covers statutory liability claims for damage which was caused before the end of the contract and became manifest after the end of the contract but before the statute of limitations (continuing cover) elapsed if reported to Helvetia in writing within that period. Damage that becomes manifest during the period of continuing cover shall be deemed to have occurred on the day of ending of the contract. The insurance does not cover damage caused after end of the contract. |
| <b>R2</b> | The time of occurrence of the damage is deemed to be the time when the damage is first discovered. In case of doubt, personal injury is deemed to have occurred at the time when the injured party first consults a physician due to symptoms of the health impediment in question, even if the causal relationship is not discovered until later.<br>The time of effect of loss/damage prevention costs is deemed to be the time at which it is first ascertained that a loss or damage is imminent. | <b>R6</b> | If insured persons leave the group of insured persons during the contract term, insurance coverage applies only to their liable actions and omissions committed prior to ending of the contract. In case of contract dissolution as per item R5, prior thereto, insurance cover applies for the duration of the corresponding continuing cover period.   |
| <b>R3</b> | Liability for damages occurring prior to the contract start date is also insured if the insured can credibly demonstrate having had no knowledge of any acts or omissions creating grounds for liability at the time of contract conclusion.<br>To the extent to which damage is covered under previously concluded insurance, insurance cover under this policy is subsidiary (cover to the extent of differing provisions and limits).  | <b>R7</b> | Continuing cover per items R5 and R6 does not apply prior thereto if the liability is covered under a different liability insurance contract.  |
| <b>R4</b> | If the scope of cover is changed during the contract term (including any change in the sum insured or deductible), item R3 point 1 applies mutatis mutandis.  |           |  |

## Basic legal expenses coverage

### A51 Benefits in a legal expenses claim

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

- |       |   |
|-------|---|
| A51.1 | Protection of legal interests by Coop Rechtsschutz legal services   |
| A51.2 | Payment up to max. CHF 250'000 (outside of Europe CHF 50'000)<br>a) Costs for the solicitors engaged;<br>b) costs for experts engaged;<br>c) administrative and court costs charged to the insured person;<br>d) compensation to be paid to the opposing party for court costs. |

### Insured

- |       |  |
|-------|--|
| A51.3 | Claims for compensation for personal injury or property damage against the causing party or that party's liability insurer and related disputes with insurers. |
|-------|--|

### The insurance does not cover the following

- |       |  |
|-------|--|
| A51.4 | Compensation for damages;  |
| A51.5 | costs that a liable third party is obliged to bear;  |
| A51.6 | compensation entitlements granted to the insured person for court and legal representation costs must be assigned. |

### Not insured

- |       |   |
|-------|---|
| A51.7 | Any cases of legal expenses and characteristics not specifically stated. Legal protection also applies in cases:<br>a) which arose before the insurance contract was concluded;<br>b) of dispute among the insured persons, with Coop Rechtsschutz or with the governing bodies or official representatives of Coop Rechtsschutz;<br>c) related to the intentional perpetration of a criminal offence, or in cases of intentionally caused legal expense;<br>d) in relation to the sole collection of receivables and in cases related to assigned receivables;<br>e) where the minimum value in dispute is less than CHF 500;<br>f) related to the assertion of purely financial losses (without related personal injury or property damage);<br>g) related to the assertion of pure property damage to motor vehicles;<br>h) related to war events or unrest. |
|-------|---|

### Duration and geographical scope of application

The insurance is valid worldwide. A legal expenses cover claim is deemed to arise at the time of the insured event.

## Explanation of terms

Contractual disputes often arise because both contracting parties use one and the same term, but make different associations with this term. We will therefore explain the most important expressions here in alphabetical order.

|  |  |
|--|--|
| <b>Bodily injury</b>                   | Third-party liability claims for damages brought against insured persons on the basis of statutory liability provisions due to death, injury or other health impediments.  |
| <b>Building glazing</b>                | <p>Building glazing that is exclusively part of the premises used by the insured persons, as well as:</p> <ol style="list-style-type: none"> <li>Provisional glazing;</li> <li>Damage to paintwork, text elements, film and paint coatings, etched and sand-blasted glass, provided that the damage is also linked to glass breakage;</li> <li>Wash basins, sinks, toilets, flushing tanks, urinals (including partition walls), bidets;</li> <li>Glass-ceramic stoves;</li> <li>Kitchen and washstand covers (worktops and associated wall covers);</li> <li>Glass panels from solar collectors and solar generators, including when these are located on the same land as the building, provided that they are not used for commercial purposes;</li> <li>Repair of bathtubs and shower bases.</li> </ol> <p>Glass-like materials such as glass-ceramic, Plexiglas and other plastics used in place of glass are also considered to be glass.</p>  |
| <b>Building surroundings</b>           | <ol style="list-style-type: none"> <li>Structural facilities of the insured persons which are outside of the location specified in the policy but located on the associated land, including garden sheds, garages, pergolas, chimneys, swimming pools (including covers), fountains, supporting walls and similar;</li> <li>Private garden facilities in the insured building, including lawns, shrubberies, flowers, trees and similar.</li> </ol>  |
| <b>Civil unrest</b>                    | Violence committed against persons or property in the course of riots or turmoil.  |
| <b>Co-ownership</b>                    | A form of ownership where the building or land belongs to several owners jointly. The collective property is broken down into parts (shares). Each owner owns a share that they can exercise ownership rights over. They may sell or encumber their share. The owner's creditors may pledge the owner's share.   |
| <b>Construction budget 2</b>           | The construction budget lists all work performed during the construction phase. Each individual service is allocated to a certain number in accordance with nationally applicable standards. Construction budget 2 lists the building costs, including building pit, shell construction, extension, electrical installations, heating installations, ventilation installations, air conditioning and fees. It does not include preparation work, operational installations, building surroundings, secondary construction costs or fittings (furniture).   |
| <b>Contaminated sites</b>              | Contaminants present in the soil or in water, known or unknown, at the time the contract was concluded.  |
| <b>Costs</b>                           | <p>In connection with the occurrence of an insured claim, the following costs may be incurred:</p> <ol style="list-style-type: none"> <li>Removal and disposal costs<br/>Costs for the removal of residues of insured property, including transporting it away to the nearest suitable location, as well as for its storage, disposal and destruction;</li> <li>Additional living costs<br/>These are determined on the basis of the costs incurred as a result of the unusability of the damaged premises and the loss of income from sub-letting. Cost savings are deducted;</li> <li>Costs for provisional glazing, provisional doors and provisional locks<br/>These are determined on the basis of the effective costs for the performance of the relevant services;</li> <li>Costs for replacing locks<br/>These are determined on the basis of the effective costs for changing or replacing locks at the locations named in the policy, on bank safes rented by beneficiaries, and associated keys. In the case of apartments in multi-family dwellings, the coverage only covers those locks that could be operated using the key in question;</li> <li>Blocking and replacement costs for credit and debit cards, identity cards and documents, customer cards, tickets, "Halbtax" subscriptions, provisional passports and provisional identity cards.</li> </ol> |
| <b>Costs for psychological support</b> | Costs for psychological support provided by a graduate physician or psychologist after an insured event.   |
| <b>Earthquake</b>                      | An earthquake is an earth tremor caused by tectonic movements in the earth's crust. Tremors caused by the collapse of man-made cavities are not regarded as an earthquake. In cases of doubt, the Swiss Earthquake Service will decide whether the event was tectonic in nature.   |

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| <b>Environmental damage</b>                         | The sustained impairment of the natural state of the air, bodies of water (including groundwater), soil, flora or fauna through pollution, provided that this pollution is able to have a damaging or other effect on human health, property values or ecosystems or has already done so. Environmental damage is also deemed to be any matter referred to as such by the legislative authority. The rusting through or development of leaks in facilities used to store substances that damage soil or water, including liquid fuels, acids, bases and other chemicals (but not sewage or other operating waste products) is equated to a single and suddenly occurring event in accordance with the above paragraph. Facilities in the aforementioned sense include tanks and tank-like containers (basins, tubs etc., but not mobile containers) as well as pipes, including the associated installations.  |
| <b>Equipment and installations</b>                  | Equipment and installations belonging to the insured properties are deemed to include tanks and tank-like containers, personnel and freight elevators, parking lots and garages for motor vehicles, children's playgrounds with apparatus, private indoor and outdoor swimming pools not open to the public, creative and leisure workshops, secondary buildings (toolsheds, garage containers, greenhouses etc.), biotopes and ponds, provided that these are used exclusively for private purposes.  |
| <b>Financial loss</b>                               | Losses quantifiable in financial terms, attributable to a claim against an insured person or to property damage.   |
| <b>Freehold ownership</b>                           | A special form of joint ownership. Here, each owner is entitled to the exclusive use and management of a precisely defined part of the building, usually a freehold apartment (see also joint ownership).  |
| <b>Glass parts of furniture</b>                     | Glass elements of cabinets, mirror wardrobes, glass tables and similar, as well as of stone tables and decorative fountains.   |
| <b>Household contents</b>                           | <ol style="list-style-type: none"> <li>Household contents encompass all movable property for private use, in particular that which is used for living, recuperating, private consumption, sports, creativity and mental stimulation, and is the property of the insured person.</li> <li>Household contents also includes <ol style="list-style-type: none"> <li>Identity documents, leased or rented household contents, frozen goods, unregistered conveyances for the disabled;</li> <li>Professional clothing and tools (not including merchandise) that are the property of the insured persons;</li> <li>Contents of permanently established garden sheds, allotment sheds and bee houses;</li> <li>Building elements installed by tenants.</li> </ol> </li> </ol>   |
| <b>Immediate measures upon environmental damage</b> | Reports to the competent authority, notification of the population, initiation of damage prevention or damage limitation measures.   |
| <b>Insured location/insured premises</b>            | Locations or premises listed in the policy as being covered by the insurance.  |
| <b>Insured persons</b>                              | <p>The following applies for private liability insurance:</p> <ol style="list-style-type: none"> <li>Individual insurance:<br/>The insurance covers the policyholder. If there is a form of cohabitation (marriage, common-law partnership), the insurance coverage is extended to cover the family. The extended coverage is void unless Helvetia is notified in writing of this within a year of the change. The premium for the family insurance is payable from the first premium due date after the cohabitation has taken effect.</li> <li>Family insurance:<br/>This covers the policyholder, their married or common-law partner living in the same household (a common-law partner is deemed to be a person maintaining a relationship resembling marriage with the policyholder) as well as the following, provided that they live in the same household as the policyholder: <ol style="list-style-type: none"> <li>their children and foster children under the age of 20;</li> <li>underage co-occupants;</li> <li>their parents;</li> <li>other persons named specifically in the policy.</li> </ol> </li> </ol> <p>The following applies for household contents insurance:<br/>The insurance covers all persons living in the same household as the policyholder.</p> |
| <b>Joint ownership</b>                              | A form of ownership where the building or land belongs to several owners jointly. As a result, the owners may only utilise the property jointly as a whole, file legal complaints jointly in relation to the property as a whole, or have legal complaints filed against them jointly in relation to the property as a whole. Example: Inheritance groups.   |
| <b>Liability</b>                                    | The legal requirement to assume responsibility for damage afflicted to a third party.  |
| <b>Loss/damage prevention costs</b>                 | The costs incurred by the policyholder in taking reasonable measures to avert an imminent insured loss as a result of an unforeseen event.   |

|   |   |
|---|---|
| <b>Lost Bonus</b>   | To calculate the lost bonus, the number of years required after the claim to reach the same premium level as prior to the accident is applied, assuming that the bonus is not influenced in this period by another claim and that there are no changes to the premium or bonus system. There is no bonus loss if Helvetia compensates the motor vehicle insurer for claim expenditures (less deductible) or if bonus protection insurance does not result in a higher premium.  |
| <b>Money assets</b>   | Money and money-like assets, i.e. customer cards, credit cards, cheques, credit card receipts, road toll stickers, non-bearer-specific tickets, subscriptions and vouchers, securities, savings books, gold, silver, platinum, (precious metals held in storage in the form of bullion or commodities), coins and medals, precious stones and pearls not part of another item.  |
| <b>Motor-assisted bicycles</b>  | According to Art. 18, letter b of the Swiss Ordinance on the Technical Requirements of Road Vehicles, motor-assisted bicycles are deemed to be vehicles with an electric motor with a maximum output of 0.50 kW, a maximum speed of 20 km/h inherent to their construction, and any kind of assistive pedals that are effective up to a maximum of 25 km/h, and which also: <ul style="list-style-type: none"> <li>a) have one seat;</li> <li>b) are specially designed to carry a disabled person;</li> <li>c) consist of a special bicycle/disabled wheelchair combination, or</li> <li>d) are specifically designed to carry a maximum of two children on protected seats.</li> </ul>                                    |
| <b>Natural Forces</b>   | Household contents (A1) as well as jewellery, wristwatches and pocket watches (A7) are subject to compulsory and natural forces insurance, which is governed by the Private Insurer Supervision Ordinance (Aufsichtsverordnung, AVO).   |
| <b>Occasional journeys</b>  | Insured journeys are deemed to be occasional and non-regular if conducted on no more than 30 days a year, regardless of whether the use of the vehicle is on isolated days or on sequential days.   |
| <b>Out-and-about</b>  | <ul style="list-style-type: none"> <li>a) Within the context of the specific restrictions on benefits worldwide for household contents located temporarily (not longer than one year) at any other place around the world, and for costs. This rule also applies to damage caused by natural forces. However, household contents that are permanently located «out-and-about» (in holiday houses, second apartments, holiday apartments) do not fall under this external insurance.</li> <li>b) The contents of a garden shed, allotment shed or bee house may reside for longer than one year in any other place within Switzerland, the Principality of Liechtenstein or the enclaves of Büsingen or Campione.</li> </ul> |
| <b>Property damage</b>  | <p>Liability claims for damages from third parties brought against insured persons on the basis of statutory liability provisions due to destruction, damage or loss of property. The impairment of an object's function without its substance being degraded is not deemed to be property damage.</p> <p>Death, injury and other health impediments as well as the loss of animals are equivalent to property damage.</p>  |
| <b>Protection of rights to individual assets</b>                      | The protection of rights to individual assets covers the protection of individual assets that are marketable and to which ownership and possession can be acquired.   |
| <b>Swiss Ordinance on the Technical Requirements of Road Vehicles</b> | The Swiss ordinance governing road vehicle technical standards.   |
| <b>Terrorism</b>  | Terrorism is any use or threat of violence with the purpose of achieving a political, religious, ethnic, ideological or similar objective. The use or threat of violence is capable of spreading fear or terror among the population or certain population groups or influencing a government or government institution. Terrorism does not include civil unrest.   |
| <b>Underinsurance</b>   | If the replacement value (value of the insured items at the time of the insured event) is higher than the sum insured, the items are deemed underinsured. In this case, the compensation will be reduced in proportion to the ratio of the sum insured to the replacement value. Underinsurance affects both total and partial damage. Insured items are thus valued on the basis of their full value and not simply on the basis of potential damage.  |
| <b>Veterinarian surgeon</b>   | A veterinarian surgeon must be a therapist in possession of a relevant diploma and a member of the Society of Swiss Veterinarians or holder of a comparable diploma if emergency treatment abroad is required.  |

**Helvetia Insurance**

Dufourstrasse 40, 9001 St. Gallen

T +41 58 280 1000 (24 h), F +41 58 280 1001

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

**Your Swiss Insurer.**



# Helvetia privacy policy.

## Attachment for contracts under Liechtenstein law.

May 2018 edition.

### 1 Introduction

The processing of information and data – especially personal data – is a matter of trust. Your trust is of the utmost importance to Helvetia. To maintain your trust, the best possible protection of your data must be guaranteed.

All data you provide to Helvetia is treated confidentially and in accordance with the current data protection legislation – this includes, in particular, the collection, storage, use, provision and deletion of your data.

The term personal data (hereinafter referred to as “personal data” or “data”) covers all information referring to an identified or identifiable natural person (hereinafter referred to as “data subject”) (e.g. name, e-mail address, telephone number, etc.).

### 2 Scope of this Privacy Policy

This Privacy Policy applies to the processing of personal data by the following companies as part of their service provision and/or their websites and any apps associated with them, if there is no further specific guidance:

- Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9000 St.Gallen
- Helvetia Swiss Life Insurance Company Ltd. St. Alban Anlage 26, 4052 Basel
- Helvetia Swiss Insurance Company in Liechtenstein Ltd., Herrengasse 11, 9490 Vaduz

(together referred to hereinafter as “Helvetia”)

### 3 Processing purposes

It is essential to process your personal data in order to provide advice tailored to your insurance, pension and/or financial needs. It is not possible to conclude or execute an insurance contract without processing your data.

Your data will only ever be used for the purpose you consent to when they were collected, which is apparent from the circumstances or provided for by law.

Helvetia processes personal data in particular to the extent required for business processes, such as acquisition, supporting applications, carrying out risk assessments of applications, protecting against insurance fraud, managing the customer relationship, providing its services, providing advice and support in line with needs, dealing with quotations and contracts as well as claims and benefits, invoicing, answering questions and enquiries as well as evaluating, improving and developing new products and services. In this context, Helvetia also processes your personal data for ad-

vertising purposes such as customer satisfaction surveys, general customer communications and customized adaptation of Helvetia offers, as well as creating customer profiles.

### 4 Profiling and automated processing

Profiling refers to any kind of automated processing of personal data to analyse specific personal aspects, such as economic situation, health, interests, reliability, behaviour, or relocation.

Helvetia uses profiling to set up customer segments to offer you customized advertising or offers that are tailored more closely to your needs. The use of data analysis processes enables Helvetia to compile additional statistical information.

Should decisions be made based on the fully automated processing of personal data (such as your details when applying) which are associated with a legal consequence for you, Helvetia will inform you accordingly and you have the opportunity to contact Helvetia so that corresponding decisions are reviewed.

Examples of such decisions include the conclusion or termination of a contract, possible risk exclusions or the amount of the insurance premium to be paid. This also allows Helvetia to make a fully automated decision on its obligation to pay based on your information on an insurance claim. Fully automated decisions are based on pre-determined rules for weighing the information.

### 5 Categories of processed data

The personal data processed by Helvetia include data provided by the policyholder as well as publicly available data. Data categories include:

- Customer data (such as name, address, date of birth, gender, nationality, creditworthiness data, etc.)
- Data from applications, including the associated supplementary questionnaires (such as information from the applicant about the insured risk, answers to questions, expert reports, information from the previous insurer about previous claims history etc.)
- Data from contracts (such as contract term, insured risks, benefits, data from existing contracts etc.)
- Collection data (such as date and amount of premium payments, outstanding payments, reminders, assets, payment connection data etc.)
- Any claims data (such as claim notifications, assessment reports, invoices, data relating to injured third-parties etc.)

## 6 Data from third-parties

Data about prospective or existing customers may be collected by third-parties to provide optimum processing of the above-mentioned business processes and ensure the accuracy of data, to optimize the performance of business and/or customer needs, as well as to detect or prevent insurance fraud. As a result, the following information (e.g. from information centres and other third-parties) may be collected:

- Contact details
- Size and type of household
- Income class and purchasing power
- Shopping behaviour
- Vehicle class
- Motorcycle owner
- Building size
- Language region of your place of residence

## 7 Passing data on to third-parties

Your personal data may be passed on to third-parties (“processors”) for the aforementioned purposes and/or to ensure the legal and regulatory provisions are met. Helvetia may also outsource divisions, individual value-creating steps of divisions and/or services (e.g. benefits settlement, IT, contract administration, and product development) in part or in full to third-parties in Switzerland or abroad. In this case, this will also affect the processing of personal data. Helvetia takes great care to ensure that your data is protected from unauthorized access, loss or misuse.

The data may be passed on to the following categories of third-parties both within Switzerland and abroad:

- Service providers (both internal and external), including contract processors
- Insurance brokers and other contractual partners
- Pension funds
- Experts and lawyers
- Previous insurers, co-insurers and reinsurers
- Social insurers
- Cooperation partners of Helvetia (such as Raiffeisen)
- Other customers of Helvetia (e.g. in the case of a claim)
- Local, national and foreign authorities and official bodies
- Industry organizations, associations, organizations and other committees
- Acquirer or interested party in the acquisition of business units, companies or other parts of Helvetia
- Other parties in possible or actual legal proceedings
- Other Helvetia Group companies

If necessary, Helvetia or the processors will consult third-parties – with your consent – depending on the insurance cover to be reviewed (e.g. with your physician, therapist or hospital, with a previous insurance company or with the authorities responsible for administrative measures in road traffic). Based on your consent for the purpose of checking insurance coverage, these persons are explicitly released from their duty to observe confidentiality in respect of Helvetia and the processor.

Your personal data is only passed on to processors abroad if they are subject to adequate data protection laws. If data is transmitted to a country without adequate data protection laws, Helvetia guarantees adequate protection by means of sufficient contractual guarantees or relies on the exception of consent, contract performance or the establishment, exercise and enforcement of legal rights. Contractual guarantees are based on a standard data protection clause accepted by the supervisory institutions.

Data may also be passed on for the purpose of detecting or preventing insurance fraud, especially to insurance companies both within Switzerland and abroad, as well as to law enforcement institutions.

## 8 Storage period

Helvetia processes personal data as long as this is necessary for fulfilling the above-mentioned purposes. Your data will be deleted as soon as they are no longer required for the above-mentioned purposes. Helvetia stores your data due to statutory storage obligations and stores your data for the time period in which claims against Helvetia companies can be made.

## 9 Data provision

The policyholder or beneficiary is obliged to provide the data required to assess the risk, execute the contract and handle claims. If this obligation will not be followed, Helvetia may refuse to conclude the contract or parts thereof or to pay all or part of the claim.

## 10 Data security

With regard to processing personal data, Helvetia takes adequate technical and organizational measures to prevent unauthorized access and otherwise unauthorized processing. These are based on the international standards in this area and are checked regularly and adjusted when necessary.

## 11 Your rights as data subject

Among other rights, you have the right to request information about your personal data processed by Helvetia and, under certain conditions, to have these personal data rectified, transferred to you, blocked or erased.

### Right of request and information

You have the right to receive information about your personal data processed by Helvetia. You may submit your request for information in writing, providing a copy of your identity card or passport, to Helvetia's contact address.

### Right to rectification

If, despite Helvetia's best efforts to ensure the accuracy of data, false information is stored about you, this will be amended at your request. You will be notified once this has been amended. If you are a customer of Helvetia and have registered in the customer portal, you can also amend certain information yourself.

**Right to erasure**

You are entitled to have your data erased from the Helvetia system, as long as Helvetia is not obliged or entitled to store some of your personal data owing to prevailing laws and regulations.

**Right of objection**

You may object to your data being processed at any time and with effect for the future, if this is not necessary for performing a contract or if Helvetia is not obliged or entitled to it owing to prevailing laws and regulations.

**Right to complain**

If your rights are violated, you may submit a complaint to the responsible data protection authority.

**12 Contact**

For questions about data privacy and your rights, please contact Helvetia's Data Protection Office.

Helvetia Versicherungen  
Legal & Compliance  
Data Protection Office  
St. Alban Anlage 26  
4002 Basle

Tel.: +41 58 280 5000  
E-Mail: [privacy@helvetia.ch](mailto:privacy@helvetia.ch)

[www.helvetia.ch/privacy](http://www.helvetia.ch/privacy)

**Right of modification**

Helvetia reserves the right to modify this privacy policy in line with the current statutory regulations at any time. The version published at [www.helvetia.com/privacy](http://www.helvetia.com/privacy) applies in each case.

Last updated in May 2018