



**redefining** / standards

## **General Insurance Provisions (GIP) /**

STRADA. The motor vehicle insurance from AXA.

- STRADA BASIC
- STRADA COMPACT
- STRADA OPTIMA

Version 10.2013

Dear client

You have chosen STRADA, the automobile insurance from AXA, something we know how to appreciate.

We offer STRADA in the following product combinations:

- STRADA BASIC: Compared to the others, it is the affordable basic insurance that offers you all essential forms of coverage.
- STRADA COMPACT: Insurance with extended basic coverage and a number of optional add-on modules.
- STRADA OPTIMA: Comprehensive insurance that provides the complete range of coverage.

These General Insurance Provisions (GIP), together with the policy and any Special Insurance Provisions (SIP) that may apply, define your individual coverage. For the sake of readability, all the terms used in these documents refer to persons of both genders.

We wish you pleasant and safe driving.

Your AXA

**Our claims unit is available 24 hours a day, 365 days a year:**

Telephone 0800 809 809

From abroad:

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# Your STRADA motor vehicle insurance at a glance

Below you will find an overview of the most important characteristics of our insurance product.

<b>Who is the insurance carrier?</b>	AXA Insurance Ltd, General Guisan-Strasse 40, CH-8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation and AXA Group subsidiary with its domicile in Winterthur.
<b>What vehicles and persons are insured?</b>	The insured vehicles and persons are specified in the application and the policy.
<b>What types of insurance can be purchased?</b>	<p>STRADA BASIC: Compared to the others, it is the affordable basic insurance that offers you all essential forms of coverage.</p> <p>STRADA COMPACT: With extended basic coverage and a number of optional add-on modules.</p> <p>STRADA OPTIMA: Comprehensive insurance that provides the complete range of coverage.</p> <p>Your policy and application define the type of product and coverage options that you have purchased. In particular:</p> <p><b>Liability insurance.</b> This insurance covers claims for damages resulting from (GIP B 1):</p> <ul style="list-style-type: none"><li>– Injury to or the death of individuals;</li><li>– Destruction of or damage to property. Killing or injuring animals is treated in the same way as damage to property.</li></ul> <p><b>Accidental damage insurance.</b></p> <p>Full/partial accidental damage insurance:</p> <p>The policy indicates whether full or partial accidental damage insurance was purchased. Full accidental damage also includes collision coverage, in addition to the events falling under partial accidental damage coverage.</p> <p>The insurance covers loss of/damage to the insured vehicle caused directly by the events listed in the application and the policy (GIP C 1):</p> <ul style="list-style-type: none"><li>– Collision</li><li>– Theft</li><li>– Natural forces</li><li>– Glass breakage/glass breakage Plus</li><li>– Fire damage</li><li>– Snow slides</li><li>– Damage caused by animals</li><li>– Damage caused by martens</li><li>– Malicious damage</li><li>– Transported belongings/transported belongings Plus</li><li>– Parking damage/parking damage Plus</li><li>– Loss of use</li><li>– Transportation following a breakdown (for commercial vehicles only).</li></ul> <p>"Plus" refers to more comprehensive coverage for the events in question.</p> <p>If "Free choice of garage" is defined in the policy, the policyholder can have the vehicle repaired at the garage of his choice. Otherwise, AXA will assign the garage for the repair.</p> <p><b>Mobility insurance.</b> The insurance covers the loss of use of the vehicle due to breakdown, collision, or another event involving accidental damage (GIP D 1.2):</p> <ul style="list-style-type: none"><li>– Mobility ("Switzerland");</li><li>– Mobility Plus ("Europe").</li></ul> <p><b>Accident insurance.</b> The insurance covers accidents in connection with the use of the insured vehicle and when providing assistance to other road users (GIP E 1).</p> <p><b>Bonus protection and gross negligence.</b> In the event of a claim that would lead to a premium level increase, the premiums remain unchanged for the following insurance year (January 1 to December 31). Benefits will not be reduced in the case of accidents or collisions caused through gross negligence, unless the driver caused the insured event because he was driving while under the influence of alcohol, was otherwise unfit for the road, or showed complete disregard of speed limits (GIP A8.2).</p>

<b>What benefits are insured?</b>	<p><b>Liability insurance.</b> Within the scope of the guaranteed amount defined in the application and the policy, AXA will pay for justified claims and for defending against unjustified claims (GIP B4).</p> <p><b>Accidental damage insurance.</b> AXA provides the following benefits for an insured event:</p> <ul style="list-style-type: none"> <li>– The cost of the repairs (GIP C3.2) or</li> <li>– Compensation in the event of a total loss (GIP C3.3). The application and the policy define whether the benefits are calculated using a fixed scale based on the vehicle's time in operation with <b>current value supplement</b> (GIP C3.321) or only on its <b>current value</b> (GIP C3.322).</li> </ul> <p>The following costs are also covered (GIP C3.1):</p> <ul style="list-style-type: none"> <li>– Recovery and transport of the vehicle to the nearest suitable garage;</li> <li>– Repatriation of the vehicle to Switzerland as needed, up to CHF 1,000;</li> <li>– Customs clearance;</li> <li>– The cost of cleaning the vehicle's interior after administering first-aid to accident victims, up to CHF 500.</li> </ul> <p><b>Mobility insurance.</b> AXA provides the following benefits for an insured event (GIP D4):</p> <ul style="list-style-type: none"> <li>– Giving advice and making arrangements;</li> <li>– Roadside assistance and towing;</li> <li>– Vehicle recovery;</li> <li>– Storage fees;</li> <li>– Repatriation of the vehicle;</li> <li>– Delivery charges for replacement parts;</li> <li>– Additional costs for transportation, accommodation and meals.</li> </ul> <p><b>Accident insurance.</b> The insured benefits are defined in the application and the policy (GIP E2):</p> <ul style="list-style-type: none"> <li>– Medical expenses;</li> <li>– Daily hospital benefits;</li> <li>– Daily benefits;</li> <li>– Disability;</li> <li>– Death.</li> </ul> <p><b>Deductibles.</b> The agreed deductibles are defined in the application and the policy (GIP A10).</p>
<b>What are the exclusions?</b>	<p><b>General.</b> Among other things, the insurance does not cover (GIP A9.6):</p> <ul style="list-style-type: none"> <li>– The driver if the insured event was caused because he was driving while under the influence of alcohol (blood alcohol level above the value permitted by law), was otherwise unfit for the road, or showed complete disregard of speed limits.</li> </ul> <p><b>Liability insurance.</b> Among other things, the insurance does not cover (GIP B5):</p> <ul style="list-style-type: none"> <li>– Claims arising from property damage by the keeper, his spouse or partner from a registered partnership, relatives in ascending and descending line, or siblings living in the same household;</li> <li>– Claims arising from accidents that occur at motor and bike shows;</li> <li>– Liability if the driver of the vehicle is not in possession of the legally required driver's license;</li> <li>– Liability arising from trips that require an official permit.</li> </ul> <p><b>Accidental damage insurance.</b> Among other things, the insurance does not cover (GIP C4):</p> <ul style="list-style-type: none"> <li>– Loss/damage from operation, e.g. as a result of missing or frozen liquids, wear and tear, defective materials;</li> <li>– Loss/damage arising from participating in races, rallies and drives on race tracks and training courses (except training courses in Switzerland that are recognized by AXA);</li> <li>– Loss/damage arising from driving without official permit.</li> </ul> <p><b>Accident insurance.</b> Among other things, the insurance does not cover (GIP E4):</p> <ul style="list-style-type: none"> <li>– Drivers who do not hold the driver's license required by law.</li> </ul>
<b>Where is the insurance valid?</b>	<p>Insurance coverage is valid for Europe and countries bordering the Mediterranean, but not for the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, or Kazakhstan (GIP A3). Mobility insurance is valid only in Switzerland, or in the whole scope of validity ("Europe").</p>
<b>How is the premium calculated?</b>	<p>The premium is calculated based on various criteria (e.g. vehicle, driver), the scope of validity and deductibles that were chosen, as well as the level from the no-claims bonus system (GIP A8). The premiums, taxes, and fees are defined in the application, policy, and premium statement.</p>
<b>What are the obligations of the insured?</b>	<p>The most important obligations of the policyholder include:</p> <ul style="list-style-type: none"> <li>– Notifying AXA immediately if loss/damage is incurred (GIP A9): <b>Telephone: 0800 809 809</b>;</li> <li>– Not acknowledging any claims (GIP A9.22);</li> <li>– Notifying AXA immediately if any of the information contained in the policy changes (GIP A4).</li> </ul>

**When does coverage begin and end?**

The contract begins on the date shown in the application and the policy. AXA grants provisional coverage from the application submission date to the date on which the policy is issued. At the end of the contract term, the contract is renewed automatically by one year unless one of the parties terminates it in writing by giving three months' notice. Contracts with a term of less than one year end on the date shown in the application and the policy.

The contract can also be terminated early by giving notice as follows:

- After each claim for which AXA pays benefits (GIP A 12);
- If the premium increases or the no-claims bonus system or deductible changes, the policyholder can cancel the insurance to the end of the insurance year (December 31) if he does not agree with the changes (GIP A 11).

**What data does AXA process?**

While preparing and managing the contract, AXA obtains data on the following:

- Customer data (name, address, date of birth, gender, nationality, banking details, etc.), stored in electronic customer files;
- Application data (data on the insured risk, answers to the questions in the application, expert reports, data on loss experience received from previous insurers, etc.), filed in the policy files;
- Contract data (contract term, insured risks and benefits, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- Payment data (dates on which premiums are paid, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- Data on any claims (loss reports, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This data is needed to review and assess the risk, manage the contract, collect the premiums on time, and process the claim correctly if a loss event occurs. The data must be stored for at least 10 years after the contract has ended; claims data must be stored for at least 10 years after the claim has been settled.

AXA undertakes to treat all information it receives as confidential.

**How is data processed at AXA?**

AXA is authorized to obtain and process the data necessary for processing contracts and claims. If necessary, the data may be exchanged with third parties involved with the contract such as other co-insurers, re-insurers, other participating insurers, pledge holders, authorities, lawyers, and external experts. Furthermore, information may also be forwarded to liable third parties and their liability insurers for the purpose of exercising their right to recourse.

To simplify administrative procedures and offer clients the best possible range of products and services, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to basic contract data (no health and claims data) and client profiles.

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

AXA is authorized to obtain data from external providers to verify the creditworthiness of a client.

**Procedure in the event of a claim.** In connection with an insured event, all medical experts providing treatment are released from their non-disclosure obligations and may provide information to AXA.

In connection with a claim, AXA is also authorized to obtain relevant information from and inspect files of other insurers, authorities (the police or investigating authorities, motor vehicle inspection offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. The eligible claimant must authorize the offices mentioned above to disclose the relevant information as needed. Reference is also made to Art. 39 of the Federal Law on Insurance Contracts.

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

# A Common provisions

## A1

### Scope of contract

The type of product and the coverage purchased are shown in the policy. The scope of contract is based on the policy, these General Insurance Provisions, and any Special Insurance Provisions that may apply.

## A2

### Beginning and end of coverage

- 1 Coverage begins on the date shown in the policy and applies to any loss/damage that occurs during the contract term.
- 2 AXA grants provisional coverage from the application submission date to the date on which the policy is issued. However, the maximum in benefits provided under the application are:
  - The minimum amount guaranteed by law under liability insurance;
  - CHF 200,000 for accidental damage insurance;
  - CHF 100,000 disability lump sum under accident insurance; and,
  - CHF 20,000 as the death lump sum.If the application is refused, coverage ends three days after the policyholder receives notification to this effect. The prorated premium is owed for the term of provisional coverage.
- 3 The contract is purchased for the term shown in the policy and renews for one year at a time unless one of the contracting parties receives written notice of termination no later than three months before the term ends. If the contract is for a period of less than one year, it expires on the date shown in the policy.

## A3

### Scope of validity

(see also the countries marked in white in the map on the last page)

- 1 Insurance coverage is valid for Europe and countries bordering the Mediterranean, but not for the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, and Kazakhstan.  
The scope of validity of the mobility insurance is defined in D 1.2.
- 2 If the keeper has deregistered with the Swiss authorities with the stated intention of moving abroad and/or moves his place of residence abroad (the Principality of Liechtenstein is excluded in both instances) or registers the vehicle abroad, coverage will cease at the end of the insurance year at the latest. The contract can also be cancelled earlier at the policyholder's request, but not before the relevant number plates have been surrendered.

## A4

### Obligation to provide information

The policyholder must notify AXA immediately if any of the information in the policy no longer applies.

## A5

### Surrender of number plates

- 1 Coverage remains valid for 12 months from the date on which the number plates were surrendered to the relevant office.
- 2 If the license plates are surrendered for a period of at least 14 days, the premium for the relevant period will be credited as soon as the plates are re-registered (suspension discount). In this case, a processing fee (suspension fee) will be applied.
- 3 If the policy contains a **suspension waiver** (for motorcycles only), the policyholder waives his right to suspend the license plates. In amendment to A5.2, no suspension discount is granted if the license plates are nevertheless surrendered. However, the suspension fee is owed.

## A6

### Replacement vehicle

- 1 The insurance covers the replacement vehicle, provided that it has the official permit needed for this purpose. Accidental damage coverage and accident coverage apply to the replacement vehicle for a maximum of 30 consecutive days.
- 2 Accidental damage coverage is valid for a replacement vehicle of the same value, and it continues to be valid for the replaced vehicle except for occurrences that fall under "Collision".

## A7

### Use of interchangeable number plates

- 1 A vehicle that is used on public roads without a license plate or pair of license plates is not insured.
- 2 In the event of a change from interchangeable plates to individual plates, the excluded vehicle is covered as if the license plates had been surrendered (A 5.1), provided that the keeper or owner remains unchanged.

## A8

### No claims discount

#### 1 Premium level system

The same premium level system (see table, premium level increases and decreases) applies to **liability coverage** and **“Collision”** events under accidental damage coverage but they have separate premium levels.

Premium level in %	No-claims bonus in %
150	
130	
120	
110	
100	
90	10
80	20
75	25
70	30
65	35
60	40
55	45
50	50
45	55
40	60
36	64
33	67
30	70

- 12 The premium level and hence the premium are recalculated for every insurance year (January 1 to December 31). The determining factor is whether loss/damage **was notified** during the 12-month period up to the three months before the end of the insurance year.

- 13 In the absence of any claims, the premium level to be applied is reduced by one for the subsequent insurance year.

- 14 For each claim, a premium increase of four levels (liability or “Collision”) is applied to the relevant insurance for the subsequent insurance year.

- 15 The premium level for liability coverage does not increase:
- If AXA must pay benefits even though the insured is not responsible for the damage (causal liability);
  - If the vehicle has been used for joyriding, provided that the keeper bears no responsibility for its misappropriation.

- 16 For liability and “Collision”, the level is corrected retroactively if:
- No benefits are paid out in respect of a notified event;
  - A liable party or its insurer paid the full amount in liability compensation as part of a final settlement for collision damage (accidental damage);
  - The policyholder repays AXA’s benefits within 30 days of being notified of the settlement.

#### 2 No-claims bonus protection and gross negligence

The following applies if bonus protection and gross negligence are included in the policy:

- 21 For every insurance year, the premium level remains the same for the following insurance year after the first claim that would have led to increase. The periods and deadlines under A 8.12 apply analogously.

- 22 In the case of traffic accidents and collisions caused through gross negligence, AXA waives its right to recourse and benefit reductions for the policies that have been purchased (A 1), unless the driver caused the event because he was driving while under the influence of alcohol, was otherwise unfit for the road, or showed complete disregard of speed limits (in accordance with Art. 65 para. 3 Road Traffic Act).

#### 3 Premiums/premium levels

Premiums and premium levels are listed in the policy on purchase. The premiums and levels that currently apply are listed in the premium statement.

## A9

### Loss/damage

#### 1 General

- 11 The eligible claimant must **inform AXA immediately** in the event of an event involving loss/damage. Claims can be notified in writing or over the internet using the claims form, via the AXA App for smart phones, or by telephone.

In Switzerland:

Telephone 0800 809 809 (toll-free number).

From abroad:

Telephone +41 800 809 809

Telephone +41 52 218 95 95

AXA has the right to request an additional written claims notification in respect of loss events that were initially reported by telephone.

- 12 If notification or statutory duties are violated in such a way that the start date, scope or determination of loss/damage are affected, benefits may be reduced or refused accordingly.

#### 2 Liability

- 21 AXA conducts negotiations with the injured party in its own name or as the representative of the insured.

- 22 The insured may not acknowledge any claims by the injured party or make any payments on his own initiative.

- 23 If civil proceedings are initiated, the insured must delegate the handling of the proceedings to AXA. If civil law claims are asserted during criminal proceedings, the insured must keep AXA informed about the proceedings from the beginning.

- 24 The settlement of the claims of the injured party agreed by AXA is binding on the insured.

#### 3 Accidental damage coverage

- 31 The eligible claimant must make it possible for AXA to inspect the damaged vehicle before it is repaired. Instructions for repairs may be issued only with AXA’s approval.

- 32 For all events involving theft, the police station in the area where the theft occurred must be notified immediately.

- 321 If the vehicle is stolen abroad, the police station in the area where the theft took place as well as the police station at the insured’s place of residence in Switzerland must be notified immediately.

- 33 For loss/damage involving an animal, the relevant authorities (e.g. police, game warden) must record the event or the animal’s owner must confirm the event.



#### 4 **Mobility**

The insurance pays benefits only in respect of measures that have been organized or requested by AXA.

#### 5 **Accident**

At the request of AXA, every insured must agree to undergo a medical examination by a doctor appointed by AXA.

#### 6 **Driving while under the influence of alcohol, being otherwise unfit for the road, or showing complete disregard of speed limits**

61 The following applies if the driver caused the insured event because he was driving while under the influence of alcohol (blood alcohol level above the value permitted by law), was otherwise unfit for the road, showed complete disregard of speed limits, and if his license was revoked because of one of these offenses during the last five years prior to the event:

- AXA pays no benefits under accidental damage insurance and mobility insurance; and no benefits for the driver under accident insurance.
- AXA takes recourse against the driver for benefits from liability insurance and for benefits for passengers under accident insurance.

62 If the driver proves that the license was not revoked in the five years prior the event because of one of these offenses, benefits resulting from any gross negligence claims are only reduced.

63 These restrictions do not apply if driving while under the influence of alcohol, being unfit for the road or showing complete disregard of speed limits had no influence on the cause or consequences of the event.

#### **A 10**

##### **Deductible**

1 The policyholder must pay the agreed deductible for every claim for which AXA pays benefits.

2 A **young driver** is defined as anyone who has not yet reached the age of 25 at the time of the insured event.

3 **The deductible does not apply:**

#### 31 **Liability**

- If AXA must pay benefits even though the insured is not responsible for the damage (absolute liability);
- If the vehicle has been used for joyriding, provided that the keeper bears no responsibility for its misappropriation.

#### 32 **Accidental damage coverage**

- For a claim that was paid in full from liability compensation by a liable party or its insurer.
- For glass breakage if the glass is repaired or replaced by a partner garage of AXA.

4 If accidental damage coverage with AXA applies to both a towing vehicle and a trailer and both are affected by the same event, only the higher deductible applies.

5 The deductible is invoiced by AXA or deducted from benefits. If the deductible is not paid within four weeks of the invoice date, the policyholder will be sent a reminder to pay the invoice within 14 days from the postage date of the reminder. If the reminder is ignored, the entire insurance contract will lapse after these 14 days. The policyholder continues to owe the deductible.

#### **A 11**

##### **Increase in premiums, changes to the no-claims bonus system or the rules on deductibles**

1 In such instances, AXA may request a change to the contract effective as of the following insurance year. It must inform the policyholder of the change no later than 25 days before the annual premium is due.

2 If the policyholder objects to the new contract terms, he may terminate the part in question or the entire contract at the end of the insurance year.

3 AXA will regard the amendments to the contract as having been accepted unless it receives notice of termination by the end of the insurance year (December 31).

#### **A 12**

##### **Termination in the event of a claim**

After every claim for which AXA pays compensation, the contract can be terminated

- by the policyholder, no later than 14 days after he has been notified of payment, whereby coverage ceases 14 days after receipt of the notice of termination;
- by AXA, at the latest when compensation is paid, whereby coverage ceases 14 days after receipt of the notice of termination.

#### **A 13**

##### **Data protection and power of attorney**

AXA is authorized to obtain and process the data necessary for processing contracts and claims. Further details are listed on page 5 under “What data does AXA process?” and “How is data processed at AXA?”.

#### **A 14**

##### **Supplementary law**

Supplementing these provisions, Swiss law also applies, in particular the Federal Law on Insurance Contracts, the provisions of the Road Traffic Act, the Code of Civil Procedure, and the Federal Act on Private International Law. For insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law prevail in cases where discrepancies exist between these GIP provisions and Liechtenstein law.



## B Liability insurance

### B 1

#### Coverage

- 1 The insurance covers claims for damages asserted against the insured that are based on statutory liability provisions and arising from:
  - Injury or homicide (personal injury);
  - Damage to or destruction of property (property damage). Killing or injuring animals is treated in the same way as damage to property.The insurance covers personal injury and property damage in the following situations:
  - When operating the vehicle;
  - In the event of traffic accidents caused by the vehicle while not in operation;
  - When administering first-aid after accidents involving the vehicle;
  - When entering or exiting or when climbing on or off the vehicle;
  - When opening or closing movable vehicle parts or when coupling or uncoupling a trailer or vehicle.
- 2 If insured loss/damage is imminent due to an unforeseen event, the insurance covers the cost the insured may incur while taking reasonable steps to avert this hazard (loss/damage prevention costs).

### B 2

#### Insured vehicles

In addition to the insured vehicles, the insurance also covers vehicles and trailers that are pushed or pulled.

### B 3

#### Insured persons

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

### B 4

#### Benefits

Within the limits of the guaranteed amounts in the policy, AXA will pay for justified claims and for defending against unjustified claims.

### B 5

#### Exclusions

- 1 The insurance does not cover claims arising from:
  - 11 Property damage caused by the keeper, his spouse or registered partner, his relatives in ascending and descending line, or siblings living in the same household;
  - 12 Claims arising from accidents that occur at motor and motorcycle shows in Switzerland or abroad in accordance with the provisions of Swiss road traffic legislation;
  - 13 Loss/damage to the insured vehicle and trailer as well as loss/damage to the goods attached to or transported by these vehicles. However, the insurance covers goods, i.e. luggage and similar goods, taken along by persons other than those mentioned in B 5.11;
  - 14 Loss/damage that is covered under the Nuclear Energy Liability Act;
  - 15 Economic loss/damage.
- 2 The insurance does not cover the liability:
  - 21 Of drivers who do not have the legally required driver's license or do not meet the specified criteria, or of persons who should have been aware of this if they had paid due attention;
  - 22 Of persons who use a vehicle left in their care for trips for which they are unauthorized;
  - 23 Arising from trips taken without official authorization.

### B 6

#### Recourse

- 1 AXA can reclaim a part or all of the benefits paid to the policyholder or the insured if:
  - 11 There are legal or contractual reasons for doing so;
  - 12 AXA must continue to pay benefits after the insurance policy has lapsed.

## C Accidental damage insurance

### C 1

#### Coverage

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

#### 11 Collision

Damage caused by a sudden and violent external event (this includes, in particular, damage caused by collision, impact, overturning, crash, caving in, or sinking). Damage caused by the vehicle turning over or while loading or unloading the vehicle is covered even if there was no external impact, such as collision.

#### 12 Theft

Loss/damage caused by theft or attempted theft, unauthorized use, or use for the purpose of committing a robbery.

However, the insurance does not cover loss/damage from illegal appropriation, embezzlement or fraud.

#### 13 Loss/damage caused by natural forces

Loss/damage caused directly by natural forces such as landslides, rockslides or falling rocks (damage caused by rocks falling on the vehicle directly from above), floods, storms (= wind speed of 75 kph or more), hail, avalanches, snow pressure. This list is conclusive.

#### 14 Glass breakage

141 Breakage of the vehicle parts listed below: Windscreen, side, rear or roof windows made from glass or substitute glass.

142 No benefits are paid if the replacement or repair is not performed or if the total repair cost (glass and other repair costs) reaches or exceeds the current value of the vehicle.

#### 15 Glass breakage Plus

151 Damage to glass parts of the vehicle or to parts made from a substance that replaces glass.

152 The special provision under C 1.142 applies equally in this instance.

#### 16 Loss/damage from fire

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

#### 17 Snow slides

Loss/damage from snow or ice falling onto the vehicle from above.

#### 18 Animal damage

Loss/damage from impact with animals. If the policyholder fails to meet his obligations under A 9.33, AXA will treat the loss/damage as if it were a collision.

#### 19 Marten damage

Loss/damage caused by martens including in particular bites and consequential damage.

#### 20 Malicious damage

Loss/damage in the form of deliberately broken-off aerials, windscreen wipers, rear-view mirrors, or original decorative extras; daubed (but not scratched) paintwork, punctured tires, harmful substances poured into the fuel tank. For motorcycles, the insurance also covers the slashing or daubing of panniers and seats. This list is conclusive.

#### 21 Transported belongings

Damage to or destruction of items transported in the vehicle and items worn by the driver or a passenger if the vehicle sustains damage. Theft is insured only if these items were locked inside or permanently attached to the vehicle.

The insurance does not cover:

211 All means of payment, cash, valuables, tickets, subscriptions; property with personal sentimental value and restoration costs for photo, film and sound recordings; computer data and files.

212 All types of electronic equipment (desktop and laptop computers, mobile phones, etc.), software and merchandise, as well as objects that are used in the exercise of a profession.

#### 22 Transported belongings Plus

Same coverage as for "Transported belongings" as set out in C 1.21, but without the restrictions defined in C 1.212.

#### 23 Parking damage

Loss/damage of up to CHF 1,000 caused by unknown persons or vehicles to the parked vehicle. Only one claim is paid per insurance year (January 1 to December 31); whereby the date when damage occurred is decisive. If benefits are paid from parking damage insurance, AXA will not additionally pay benefits from collision coverage (C 1.11).

#### 24 Parking damage Plus

Loss/damage caused to the parked vehicle by unknown persons or vehicles.

#### 25 Loss of use

In the case of an event involving insured accidental damage, AXA pays the policyholder's travel and transport costs or vehicle hire fees that arise from the loss of use of the vehicle. If a replacement vehicle is hired, AXA will pay the going price for hiring a vehicle of the same category.

#### 26 Transportation after a breakdown

(for commercial vehicles only)

If the vehicle cannot be used because of a breakdown, AXA will pay the actual cost of transporting the vehicle to the nearest suitable garage. Loss/damage caused by the events described in C 1.11 to 1.22 does not constitute a breakdown.

## C2

### Insured value of vehicle

- 1 The insurance covers the vehicle and its accessories as defined in the policy.
- 2 Unless a special agreement is in force, accessories and extras beyond the standard features of the vehicle for which an additional price was paid (e.g. car radio, automatic transmission, sunroof, metallic paint; attached advertisements, logos, and painted works; extra tires, special/spare rims, ski racks, etc.) are also insured collectively up to a maximum of 10 % of the list price of the vehicle.
- 3 The following do not constitute extras and accessories:
  - All types of electronic equipment not permanently installed in the vehicle.
  - In addition for motorcycles: Helmets, eyeglasses, gloves and other articles of clothing.

## C3

### Benefits

- 1 **General**

For insured events, AXA pays benefits for the repairs or the total loss as well as for the cost of:

  - Recovering and **transporting** the vehicle to the nearest suitable garage;
  - If necessary, **return transportation** to Switzerland up to a maximum of CHF 1,000;
  - Customs clearance.

The cost of cleaning the vehicle's interior after administering first-aid to accident victims is covered up to CHF 500. For transported belongings, the repair cost is covered up to the cost of purchasing a new item of equal value, but in no case more than the agreed amount of insurance.
- 2 **Repairs**
- 21 Free choice of garage

If "Free choice of garage" is specified in the policy, the policyholder can have the vehicle repaired at the garage of his choice. Otherwise, AXA will assign the garage for the repair.
- 22 AXA will pay the cost for the vehicle repair up to the current market value as well as for extras and accessories, unless the event involves a total loss as defined in C3.3. Compensation can be made contingent on the repairs that are actually carried out.
- 23 If faulty maintenance, wear and tear, or prior damage have led to increased repair costs or if the repair has improved the condition of the vehicle, the policyholder must bear the corresponding share of the cost himself. AXA is not obligated to pay new-for-old compensation if damaged components can be repaired so as to function correctly. The insurance pays the current value for damaged tires.

## 3 Total loss

### 31 Description

A total loss arises if:

- The repair cost exceeds the current value;
- For compensation under the "Current value supplement", the repair cost exceeds 60 % of the vehicle's value during the first two years in operation;
- A stolen vehicle or stolen extras or accessories is/are not recovered within 30 days from when the theft was reported to an AXA office in Switzerland.

### 32 Calculation of benefits

#### 321 Current value supplement

Time in operation	Insured vehicle value, in %
First year	100
Second year	90–80
Third year	80–70
Fourth year	70–60
Fifth year	60–50
Sixth year	50–45
Seventh year	45–40
From eight year	current value

The benefits are reduced commensurately after an assessment by an expert if inadequate maintenance, wear and tear or pre-existing damage have contributed toward the total loss. If the actual purchase price was less than the benefits calculated in this manner, the purchase price is paid, at minimum up to the current value. The agreed deductible and the salvage value are only deducted after the benefits have been calculated.

#### 322 Current value

The benefits are restricted to the current value.

#### 323 Salvage value of the vehicle

In case of a total loss, the benefits are reduced by the vehicle's salvage value. In the absence of such a deduction, the remaining vehicle becomes AXA's property once the benefits have been paid.

Ownership rights will transfer to AXA in cases where compensation for a total loss is paid for a stolen vehicle or for some of the extras or accessories.

#### 324 Value added tax (VAT)

Compensation for loss is paid net of VAT to taxpayers who are able to deduct the input tax. Claims payments based on provisional estimates of repair costs do not include VAT.

### 33 Definitions of terms

**Time in operation:** Period from initial registration to the date of the loss/damage.

**Vehicle value:** The amount shown in the policy consisting of the list price plus the price of extras and accessories.

**List price:** The official price at the time of manufacture, including VAT; if it cannot be determined, the gross price of the new vehicle applies.

**Current value:** The value of the vehicle plus its extras and accessories at the time of the insured event as calculated on the basis of the time in operation, kilometers driven, marketability, and condition. If no agreement can be reached, the matter will be decided on the basis of documentation provided by the *Verband der freiberuflichen Fahrzeug-Sachverständigen* (association of independent vehicle experts).

#### C4

##### Exclusions

The insurance does not cover loss/damage caused

- 1 From operating the vehicle (loss/damage from operation), in particular loss/damage that is not the result of a violent external force or an internal defect (e.g. missing or frozen liquids, operating errors, faulty or fatigued materials, wear and tear, excessive use, malfunction of electric or electronic components);
- 2 By the load, unless in connection with an insured collision;
- 3 During participation in races, rallies and similar competitive driving events, as well as all drives on racing courses and training courses (e.g. anti-skidding courses, sports drivers' training courses, except for training courses offered in Switzerland that are recognized by AXA);
- 4 In connection with warlike events, military use, requisition, earthquake, nuclear energy, ionizing radiation;
- 5 In connection with civil unrest and acts of violence against persons or property during riots and similar occurrences, unless the policyholder produces plausible evidence that he or the driver took all reasonable measures to avoid the loss/damage;
- 6 By an intentional criminal act or an offense or an attempt at such, or damage caused while the vehicle was being driven by a driver who does not have the legally required driver's license or who does not comply with the corresponding conditions.
- 7 When driving without an official permit.

## D Mobility insurance

### D 1

#### Coverage

- 1 The insurance covers the loss of use of the vehicle as a direct result of the following:
- 11 **Breakdown**  
Sudden, unforeseen breakdown of the insured vehicle due to a technical defect making it impossible or illegal to continue driving it. The following are treated in the same way as a breakdown: Faulty tire, no fuel, loss of or damage to the key, key locked inside vehicle, flat battery.
- 12 **Collision**
- 13 **Other events of accidental damage**  
Events that constitute accidental damage are defined in C 1.
- 2 **Scope of validity**
- 21 In amendment of A 3.1, coverage applies in Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione if the policy specifies **Mobility** ("Switzerland").
- 22 If the policy specifies **Mobility Plus** ("Europe"), the scope of validity defined in A 3.1 applies.

### D 2

#### Insured persons

The insurance covers the drivers and passengers.

### D 3

#### Benefits

- 1 AXA provides the following benefits for an insured event:
- 11 **Giving advice and making arrangements**  
Giving advice and making arrangements by telephone around the clock.
- 12 **Roadside assistance and towing**  
AXA pays for roadside assistance. If the vehicle cannot be made roadworthy at the site of breakdown, AXA will pay the towing cost to the nearest suitable garage. AXA does not pay for replacement parts.

### 13 Vehicle recovery

AXA will pay to have the vehicle recovered and transported to the nearest suitable garage.

### 14 Storage fees

AXA will pay storage fees of up to CHF 250 per event.

### 15 Vehicle repatriation

If the vehicle cannot be repaired at the nearest suitable garage on the same day, AXA will pay the cost of taking the vehicle to the garage that has been agreed, provided that these costs are less than the current value of the insured vehicle.

### 16 Delivery cost of replacement parts

For an insured event that occurs outside of Switzerland, AXA will pay for the cost of delivering the replacement parts needed to ensure that the vehicle is returned to a roadworthy condition.

### 17 Additional transportation costs

AXA will pay the additional transportation cost for the direct return to the permanent address or up to CHF 500 per insured person to resume the trip. These benefits are not insured if the insured vehicle is a taxi or a rental vehicle.

### 18 Additional cost of accommodation and meals

AXA will pay the additional cost of accommodation and meals for the duration of the repair, up to CHF 500 per insured person.

### D 4

#### Exclusions

The insurance does not cover:

- Benefits in connection with the load;
- Recourse claims by third parties;
- Exclusions defined in C 4.3 to 4.7.

## E Accident insurance

### E 1

#### Coverage

- 1 The insurance covers accidents in connection with the use of the insured vehicle and while administering first-aid to other road users.
- 2 The insurance also covers accidents when the policyholder, provided he is a natural person, drives a third-party vehicle of the same category that is registered in Switzerland or the Principality of Liechtenstein and does not have other passenger accident insurance that offers equivalent coverage.
- 3 Accidents are defined as physical injury pursuant to the provisions of the Federal Law on Accident Insurance (UVG) and the General Part of Social Security Law (ATSG). Causality is established in accordance with the UVG.
- 4 The definition of an accident also includes:
  - 41 The involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances;
  - 42 Frostbite, heatstroke, sunstroke and damage to health caused by ultraviolet radiation, excluding sunburn;
  - 43 Drowning.
- 5 The benefits are reduced commensurately if the health impairment or death was caused only in part by the accident.

### E 2

#### Benefits

##### 1 Medical expenses

- 11 AXA pays the following treatment performed or prescribed by a registered doctor or dentist from the date of the accident:
  - Medical treatment and the associated transport of the patient if necessary;
  - Hospital or spa treatment in a **private room**; spa treatment only from specialized providers and with the approval of AXA;
  - Services provided by certified nursing staff or by staff provided by an institution for the duration of the medical treatment;
  - Rental of mobile medical devices;
  - Initial purchase of prostheses, eyeglasses, hearing aids, and orthopedic aids as well as their repair or replacement (new-for-old value) if damaged or destroyed in the accident that brought about the need for insured medical treatment.

In addition, AXA pays the daily benefits pursuant to the Federal Law on Accident Insurance (UVG) for the prescribed living costs at a treatment center.

- 12 AXA does not cover for medical expenses paid by a liable third party or its liability insurer, or expenses that are covered by a social insurance plan.

##### 13 Transported pets

If a pet carried in an insured vehicle is injured, AXA will pay treatment costs up to CHF 2,500 per animal and up to CHF 5,000 per event. This insurance applies exclusively to passenger cars. Treatment costs that were paid by a liable third party or its liability insurer are not covered.

##### 2 Daily hospital benefits

AXA pays the agreed daily hospital benefits during a stay in a hospital or spa. This allowance is paid for a maximum of 730 days.

##### 3 Daily benefits

If an accident leads to incapacity for work, AXA will pay the agreed daily benefits within the scope of disability as confirmed by a doctor. This allowance is paid for a maximum of 730 days.

##### 4 Disability

- 41 If an accident can be expected to lead to permanent disability, AXA will pay the percentage corresponding to the disability level. The disability level is defined in accordance with the provisions on assessing physical and mental impairment of the Federal Law on Accident Insurance (UVG).
- 42 If several body parts have been affected by the accident, the percentages are added together. However, the extent of the disability can never exceed 100 %.
- 43 If the insured person was already disabled before the accident took place, AXA will pay the difference between the amount due from the previous disability level and the amount due for the total level of disability.
- 44 Benefits will increase by 50 % if the insured has at least one child below the age of 20.

##### 5 Death

- 51 AXA pays the benefits for the insured person to
  - The spouse or registered partner;
  - If none, to the children the insured supported fully or partially;
  - If none, to any other persons for whom the insured was the primary breadwinner;
  - If none, to the heirs entitled to the estate;
  - If none, to the parents;
  - If none, to the siblings or their descendants.
- 52 If none of these persons exist, AXA will pay the funeral costs up to the amount of the insured death lump sum.
- 53 The death lump sum is increased by 50 % if the insured has at least one child under the age of 20 who is entitled to inherit.

### **E3**

#### **Special benefits**

- 1 If the insured was wearing a seat belt at the time of the accident involving a passenger car, the disability and death benefits increase by 25 %.
- 2 AXA will pay the cost for:
  - The required rescue and recovery measures and for transporting the body to the place of residence, but not exceeding CHF 100,000 per accident; AXA will arrange for all necessary formalities;
  - Cleaning, repairing or replacing (new-for-old) damaged clothing or personal effects up to CHF 2,000 per person.

### **E4**

#### **Exclusions**

- 1 The insurance does not cover:
- 11 The persons defined in B 5.21 and 5.22;
- 12 Suicide or self-mutilation or attempted suicide or self-mutilation;
- 13 Accidents if the vehicle was misappropriated, or in connection with the circumstances described in B 5.23 and C 4.3 to 4.7.

### **E5**

#### **Benefit reductions if the vehicle carries too many passengers**

Benefits are divided by the number of persons using the vehicle at the time of the accident and multiplied by the number of seats shown in the vehicle registration.

### **E6**

#### **Relationship to liability insurance**

- 1 Subject to E 6.2, daily hospital benefits and daily benefits for disability and death are paid out in addition to the benefits due from liability insurance.
- 2 The benefits are credited to liability claims to the extent that the keeper or driver of the vehicle must pay liability claims himself (e.g. as a result of recourse).



Map of "Scope of validity" as per A3.



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