



General Insurance Conditions (GIC)

# Motor Vehicle Insurance

- BASIC
- COMPACT
- OPTIMA

Version 10.2021

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# Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms, and statutory provisions.

## Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation with registered office in Winterthur and a subsidiary of the AXA Group.

## What types of insurance can be purchased?

**BASIC:** Compared with the other products, this is the most inexpensive basic insurance that offers you all the essential forms of coverage.

**COMPACT:** Insurance with extended basic coverage and a number of optional add-on modules.

**OPTIMA:** Comprehensive insurance that provides all the coverage you require.

Your policy and application define the type of product you have purchased and which of the following coverage options you have selected.

## What is insured?

The insured vehicles and persons are shown in the application and the policy. Pursuant to the Insurance Contract Act, the

- liability, accidental damage, and mobility insurance, and the medical expenses included in the accident insurance, are forms of property and casualty insurance.
- The daily hospital benefits, daily benefits, and disability and death lump sums included in the accident insurance are forms of fixed-sum insurance.

## What risks and losses can be insured?

### Liability insurance

This insurance covers claims for damages resulting from (GIC B1):

- Injury to or the death of persons;
- Destruction of or damage to property. Injuries to or deaths of animals are treated as property damage.

### Accidental damage insurance

Accidental damage insurance with/without collision

The application and policy indicate whether accidental damage with or without collision was purchased. Accidental damage with collision includes collision coverage, in addition to the events included in accidental damage coverage without collision. The insurance covers damage to the insured vehicle caused directly by the events listed in the application and the policy (GIC C1):

- Collision
- Theft
- Natural hazards
- Glass breakage/Glass breakage Plus
- Fire
- Snowslide
- Animal damage
- Damage caused by martens
- Malicious damage

- Transported belongings/Transported belongings Plus
- Parking damage/Parking damage Plus
- Loss of use
- Transport after a breakdown (only for utility vehicles)

The extension "Plus" indicates more comprehensive coverage in relation to the relevant events.

If "free choice of garage" is specified in the policy, the policyholder can have the vehicle repaired at the garage of their choice. Otherwise, AXA determines the garage where the repair is carried out.

### Mobility insurance

The insurance covers the loss of use of the vehicle due to breakdown, collision, or another event involving accidental damage (GIC D1).

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

### Accident insurance

The insurance covers accidents connected to the use of the insured vehicle as well as when rendering aid to other road users (GIC E1).

### Bonus protection and gross negligence

In the event of a claim that would lead to a downgrade, the premium level remains unchanged for the following insurance year (January 1 to December 31). The benefits are not reduced in the event of traffic accidents or collisions caused through gross negligence, unless the driver caused the insured event while intoxicated or in an otherwise unfit condition or by grossly disregarding the speed limit (GIC A8.2).

## What does the insurance not cover?

### General

Among other things, the insurance does not cover (GIC A12.6)

- Cases where the driver caused the insured event while intoxicated (alcohol level above the limit permitted by law) or driving in an otherwise unfit condition or through a particularly gross disregard of the speed limit.

### Liability insurance

Among other things, the insurance does not cover (GIC B5)

- Claims arising from property damage caused by the keeper, the keeper's spouse or registered partner, the keeper's relatives in ascending and descending line, or the keeper's siblings living in the same household as the keeper;
- Claims arising from accidents that occur at motor sport or cycling events;
- Liability if the driver of the vehicle is not in possession of the driver's license required by law;
- Liability arising from trips taken without official authorization.

### Accidental damage insurance

Among other things, the insurance does not cover (GIC C4)

- Damage resulting from the operation of the vehicle, e.g. missing or frozen liquids, wear and tear, defective materials;
- Loss/damage arising from participating in races, rallies, and driving on race tracks or training tracks (with the exception of training courses in Switzerland that are recognized by AXA);
- Damage during trips taken without official authorization.

### Accident insurance

Among other things, the insurance does not cover (GIC E4)

- Drivers who do not hold the driver's license required by law.

### What benefits does AXA provide?

#### Liability insurance

Within the scope of the guaranteed amount shown in the application and the policy, AXA pays justified claims and defends against unjustified claims (GIC B4).

#### Accidental damage insurance

AXA provides the following benefits if an insured event occurs:

- Assumption of repair costs (GIC C3.2) or
- Payment of compensation in the event of a total loss (GIC C3.3).  
The application and policy state whether the benefits are calculated using a fixed scale based on the vehicle's time in operation plus a present value supplement (GIC C3.3.2.1) or are limited to the vehicle's present value (GIC C3.3.2.2).

The following costs are also assumed (GIC C3.1):

- Salvage of the vehicle and its transport to the nearest suitable repair garage;
- Return transport from abroad if necessary, up to CHF 1,000;
- Customs clearance;
- The cost of cleaning the vehicle's interior after administering first aid to accident victims, up to CHF 500.

#### Mobility insurance

AXA provides the following benefits if an insured event occurs (GIC D3):

- Providing advice and making arrangements;
- Breakdown assistance and towing service;
- Vehicle recovery;
- Storage fees;
- Return of vehicle;
- Delivery charge for replacement parts;
- Additional costs for transportation, accommodation, and meals.

#### Accident insurance

The insured benefits are specified in the application and the policy (GIC E2):

- Medical costs
- Daily hospital benefits
- Daily benefits
- Disability
- Death

#### Deductibles

The agreed deductibles are specified in the application and the policy (GIC A9).

### Where is the insurance valid?

The insurance is valid for Europe and countries bordering the Mediterranean, but it does not include the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, or Kazakhstan (GIC A2). Mobility insurance is valid only in Switzerland or in the whole scope of validity ("Europe"), depending on the agreement.

### How much is the premium and when is it due?

The premium is calculated based on various criteria (e.g. vehicle, driver), the scope of the selected insurance coverage and deductibles, and the level in the no-claims discount system (GIC A8). The premiums and their due dates as well as the no-claims table, premium level, and statutory fees and expenses are specified in the application, the policy, and the premium statement.

### What are the policyholder's main obligations?

The policyholder's main obligations are as follows:

- Immediate notification of any claim to AXA (GIC A12): Telephone: 0800 809 809
- Not acknowledging any claims (GIC A12.2.2)
- Notifying AXA immediately if any of the information contained in the policy changes (GIC A11).

### When does the notice of claim need to be filed?

The eligible claimant must immediately notify AXA (GIC A12.1) and must not acknowledge any claims (GIC A12.2.2).

### When does coverage begin and end?

Coverage begins on the date specified in the policy. AXA may reject the application up until the date on which it issues the policy or a definitive cover note. The insurance is valid for the period specified in the policy. Following submission of an application, AXA grants provisional coverage until the date on which the policy is issued (GIC A3.2).

Unless the insurance contract is terminated on expiry, it is automatically renewed for one year at a time. If the insurance contract is concluded for less than one year, it expires on the date specified in the policy.

The contract can also be terminated early by giving notice, for reasons that include the following:

- After every claim for which AXA pays benefits (GIC A4.2);
- If the premium is increased or the no-claims discount system or the rules governing deductibles are changed, the policyholder may terminate the policy at the end of the insurance year (December 31) if they do not agree with the new terms (GIC A10.2).

### What loss or damage is insured in terms of time?

- Liability, accidental damage, mobility, and accident insurance:  
The insurance covers events that occur during the contract term.

### How to exercise the right of withdrawal

The policyholder may withdraw from the contract with AXA within 14 days of acceptance. This deadline will be met if AXA receives notice of withdrawal in writing or in another form of text (email, for example) by no later than the last day of the withdrawal period.

As a consequence of withdrawal, benefits already received must be paid back.

### Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending it. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the duty to provide information pursuant to the Liechtenstein Insurance Contract Act or the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw during a four-week period from receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern.

### What definitions apply?

The key terms are explained in Part C3.3.3 GIC.

### What data does AXA use and how?

AXA uses data in compliance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GIC)

## Part A

### General Conditions of the Insurance Contract

#### A1 Scope of the contract

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The policy specifies the type of product and coverage options that have been purchased. The policy, these General Insurance Conditions (GIC), and any Special Insurance Conditions (SIC) provide information about the scope of coverage.

The insurance covers events that occur during the contract term. The contract term is specified in the policy.

#### A2 Territorial scope

(See also the countries marked in gray on the map at the end of these GIC)

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##### A2.1 Scope of validity

Insurance coverage is valid for Europe and countries bordering the Mediterranean, but it does not include the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, or Kazakhstan.

The scope of validity for mobility insurance is specified under D1.2.

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##### A2.2 Relocation abroad

If the keeper registers their departure with the Swiss authorities and/or moves abroad (except to the Principality of Liechtenstein in either case) or registers the vehicle in another country, the insurance coverage lapses at the latest at the end of the insurance year. If the policyholder wishes, the contract may be terminated earlier, but no earlier than the date of surrender of the previous license plates.

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#### A3 Contract term

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##### A3.1 Start

The insurance contract begins on the date specified in the policy and applies to loss/damage that occurred during the term of the contract. It is concluded for the term specified in the policy, after which it is automatically renewed for one year at a time. A contract concluded for less than one year expires on the date specified in the policy. Any provisional insurance coverage that may be in place ends once the policy is issued.

AXA may reject the application. Any provisional insurance that may be in place expires three days following receipt by the applicant of the notice of rejection. In this case, the applicant will owe the *pro rata* premium for the period of coverage.

##### A3.2 Provisional insurance coverage

AXA grants provisional coverage from the date when the application is submitted until the date on which the policy is issued. This covers the benefits shown in the application, up to a maximum of:

- the minimum amount guaranteed by law under liability insurance;
- CHF 200,000 under accidental damage insurance;
- CHF 100,000 disability lump sum under accident insurance;
- CHF 20,000 death lump sum.

If the application is rejected, insurance coverage lapses three days after the policyholder receives notification to this effect. The premium is due *pro rata* for the term of the provisional coverage.

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#### A4 Termination of the contract

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##### A4.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (email, for example) up to three months prior to its expiry.

If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or of each subsequent year by giving notice in writing or another form of text (email, for example).

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##### A4.2 Termination in the event of a claim

After a claim for which AXA provides benefits, the contract can be terminated:

- by the policyholder, no later than 14 days after they become aware of the payment of the benefit, with coverage ending 14 days following receipt by AXA of the notice of termination;
  - by AXA, at the latest when the benefit is paid out, with coverage ending 14 days following receipt by the policyholder of the notice of termination.
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##### A4.3 Termination by the policyholder in the event of contract adjustment by AXA

A10.2 applies.

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#### A5 Surrender of license plates

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**A5.1** Coverage remains valid for a further 12 months from the date on which the license plates were surrendered to the relevant office.

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**A5.2** 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.

**A5.3** If the policy specifies a suspension waiver (for motorcycles only), the policyholder refrains from surrendering 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

**A6.1** The insurance covers the replacement vehicle, provided that it has the required official permit. Accidental damage coverage and accident coverage apply to the replacement vehicle for a maximum of 30 consecutive days.

**A6.2** 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 license plates

**A7.1** A vehicle that is used on public roads without a license plate or pair of license plates is not insured.

**A7.2** 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 (A5.1), provided that the keeper or owner remains unchanged.

## A8 Premiums

### A8.1 No-claims discount

#### A8.1.1 Premium level system

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

A8.1.1.1	Premium level in %	No-claims discount 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

**A8.1.1.2** The premium level and hence the premium are recalculated for every insurance year (January 1 to December 31). The determining factor is whether a loss/damage was notified during the 12-month period up to the three months before the end of the insurance year.

**A8.1.1.3** In the absence of any claims, the premium level to be applied is reduced by one for the subsequent insurance year.

**A8.1.1.4** For each claim, an increase of four levels (liability or "Collision") is applied to the relevant insurance for the subsequent insurance year.

**A8.1.1.5** The premium level for liability coverage does not increase:

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

**A8.1.1.6** For liability and "Collision", the level is corrected retroactively if:

- No benefits are paid out in respect of a reported claim;
- 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 the benefits paid by AXA within 30 days of being notified of the settlement.

#### A8.1.2 Premium amount and due date

The premium specified in the policy is due on the first day of each insurance year; the due date for the first premium is specified in the invoice. In the event of installment payments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

### A8.2 Bonus protection and gross negligence

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

- For every insurance year, the premium level remains the same for the following insurance year after the first claim that would have led to an increase. The periods and deadlines under A8.12 apply analogously.
- 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 (A1), unless the driver caused the insured event while intoxicated or driving in an otherwise unfit condition or by grossly disregarding the speed limit (pursuant to Art. 65 para. 3 Road Traffic Act).

### A8.3 Premiums/Premium levels

The premiums and premium levels at the time of purchase are stated in the policy. The premiums and levels that currently apply are stated in the premium invoice.

## A9 Deductibles

### A9.1 General

For every claim on which AXA pays benefits, the policyholder must pay the agreed deductible (which is specified in the policy).

If accidental damage coverage with AXA applies to both a towing vehicle and a trailer and both are affected by the same insured event, only the higher deductible applies. A young driver is defined as anyone who has not yet reached the age of 25 at the time of the insured event.

### A9.2 The deductible does not apply:

#### A9.2.1 Liability

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

- A9.2.2 **Accidental damage**
- 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 AXA's partner firm for glass repairs.

**A9.3 Collection of deductible**  
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 deductible is still not paid, the entire insurance contract lapses after this 14-day period. The policyholder continues to owe the deductible.

## A10 Contract adjustment by AXA

**A10.1 Notification by AXA**  
AXA may adjust the contract with effect from the following insurance year if any of the following changes occur:

- Premiums increase
- The rules on deductibles change
- The no-claims discount system changes

Notification of a contract adjustment must reach the policyholder no later than 25 days prior to the start of the new insurance year.

**A10.2 Termination by the policyholder**  
The policyholder shall then have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year (December 31). The contract will then end to the extent specified by the policyholder when the insurance year ends. Notice of termination must reach AXA no later than on the last day of the current insurance year.

**A10.3 Consent to an adjustment to the contract**  
An adjustment to the contract is deemed to have been accepted if the policyholder does not give notice of termination.

## A11 Duty to provide information

**A11.1 Communication with AXA**  
The policyholder must address all communications to the relevant branch office or to the registered office of AXA.

**A11.2 Increase or decrease in risk**  
If the information contained in the policy no longer applies, the policyholder must notify AXA immediately.

**A11.3 Claims**  
A12 applies.

**A11.4 Contract adjustment by AXA**  
A10 applies.

**A11.5 Termination of the contract**  
A4 applies.

## A12 Claims

**A12.1 General**  
A12.1.1 The eligible claimant must inform AXA without delay. Options for notifying claims (see also last page of these GIC):

- By telephone
  - In Switzerland: telephone 0800 809 809 (toll-free)
  - From abroad: telephone +41 800 809 809  
telephone +41 52 218 95 95
- Online (AXA.ch) using the online claim form
- Via the myAXA smartphone app
- Via the vehicle's telematics equipment
- In writing

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

A12.1.2 If the notification requirements or rules of conduct are violated in such a way that the start date, scope, or determination of the loss/damage are affected, benefits may be reduced or refused accordingly.

**A12.2 Liability**  
A12.2.1 AXA negotiates with the injured party in its own name or as the insured's representative.  
A12.2.2 The insured may not acknowledge any claims by, or make any payments to, the injured party.  
A12.2.3 If civil proceedings are initiated, the insured must allow AXA to handle the proceedings. If claims under civil law are asserted against the insured during criminal proceedings, the insured must keep AXA informed about the proceedings from the outset.  
A12.2.4 AXA's settlement of claims brought by the injured party is binding on the insured.

**A12.3 Accidental damage**  
A12.3.1 The eligible claimant must make it possible for AXA to inspect the damaged vehicle before it is repaired. Repair orders may be placed only with AXA's approval.  
A12.3.2 In all cases of theft, the police station in charge of the area where the theft took place must be notified immediately.  
A12.3.2.1 If a vehicle is stolen abroad, the police station in the area where the theft took place as well as the police station at the policyholder's place of residence/registered office in Switzerland must be notified immediately.  
A12.3.3 For loss/damage involving an animal, the relevant authorities (e.g. police, game warden) must record the event or the animal's keeper must confirm the event.

**A12.4 Mobility**  
The insurance pays benefits only in respect of measures that have been organized or ordered by AXA.

**A12.5 Accident**  
If so requested by AXA, every insured must consent to a medical examination by doctors appointed by AXA.

**A12.6 Intoxicated and unfit condition or gross disregard of maximum permitted speed**  
A12.6.1 The following applies if the driver caused the insured event while intoxicated (alcohol level above the limit permitted by law) or driving in an otherwise unfit condition, or by grossly disregarding the maximum permitted speed limit, and if the driver's license was revoked be-

cause of one of these offenses during the five years immediately prior to the event:

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

A12.6.2 If the driver proves that the license was not revoked in the five years immediately prior to the event because of one of these circumstances, benefits on account of loss or damage caused by gross negligence shall only be reduced.

A12.6.3 These restrictions do not apply if the driver's intoxicated or otherwise unfit condition or gross disregard of the maximum permitted speed limit had no influence on the cause and consequences of the event.

### **A13 Principality of Liechtenstein**

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If the policyholder is resident or has their registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

### **A14 Applicable law and place of jurisdiction**

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#### **A14.1 Applicable law**

This contract is subject to Swiss law. For insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence in the event of discrepancies with the conditions mentioned above.

#### **A14.2 Place of jurisdiction**

The ordinary courts of Switzerland and, in the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have exclusive jurisdiction over any disputes arising out of or in connection with the insurance contract, including lawsuits filed by insureds or third parties for indemnity for liability claims.

### **A15 Sanctions**

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The obligation to provide benefits shall lapse insofar and as long as applicable legal economic, trade, or financial sanctions inhibit indemnification under this contract.



# Part B

## Liability Insurance

### B1 Coverage

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#### B1.1 Statutory liability provisions

The insurance covers claims for damages based on statutory liability provisions that are brought against the insureds as a result of:

- Injury to or death of persons (bodily injury);
- Damage to or destruction of property (property damage). Injuries to or deaths of animals are treated as property damage.

Coverage includes bodily 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 rendering 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.

#### B1.2 Loss prevention costs

If insured loss is imminent because of an unforeseen event, the insurance covers the costs an insured incurs while taking reasonable preventive steps (loss prevention costs).

### B2 Insured vehicles

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In addition to the vehicles listed in the policy, the insurance also covers vehicles and trailers that are being pulled or pushed by these vehicles.

### B3 Insureds

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The insurance covers the keeper of the vehicle and all persons for whom the keeper is responsible under the Road Traffic Act.

### B4 Benefits

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Within the limits of the guaranteed amounts specified in the policy, AXA pays justified claims and defends against unjustified claims.

### B5 Exclusions

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#### B5.1 The insurance does not cover claims arising from:

- B5.1.1 Property damage caused by the keeper, the keeper's spouse or registered partner, the keeper's relatives in ascending and descending line, or the keeper's siblings living in the same household as the keeper;
- B5.1.2 Accidents that occur at motor sport or cycling events in Switzerland or abroad in accordance with the provisions of Swiss road traffic legislation;
- B5.1.3 Damage to the insured vehicle and the trailer as well as damage to property attached to or transported by these vehicles. However, the insurance does cover items, i.e. luggage and similar goods, taken along by persons other than those mentioned in B5.1.1;
- B5.1.4 Loss/damage that is covered under the Nuclear Energy Liability Act;
- B5.1.5 Pure financial loss.

#### B5.2 The insurance does not cover the liability:

- B5.2.1 Of drivers who do not have the legally required driver's license or do not meet the corresponding requirements, or of persons who should have been aware of this if they had paid due attention;
- B5.2.2 Of persons who use a vehicle left in their care for trips for which they are not authorized;
- B5.2.3 Arising from trips taken without official authorization.

### B6 Recourse

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AXA can reclaim a part or all of the benefits paid to the policyholder or the insured if:

- There are legal or contractual reasons for doing so;
- It (AXA) must pay benefits after the insurance policy has lapsed.

## Part C

# Accidental Damage Insurance

### C1 Coverage

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

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#### C1.1 Collision

Damage caused by a sudden and violent external event (this includes, in particular, damage caused by collision, impact, overturning, crash, caving in, and 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 a collision.

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#### C1.2 Theft

Damage caused by theft or attempted theft, misappropriation for use or for the purpose of committing a robbery. The insurance does not, however, cover damage through unlawful acquisition, embezzlement, or fraud.

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#### C1.3 Natural hazards

Damage caused directly by natural forces such as landslides, rockslides, or rockfalls (damage caused by rocks falling on the vehicle directly from above), high water, floods, windstorm (= wind speed of 75 km/h or more), hail, avalanches, snow load. This list is exhaustive.

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#### C1.4 Glass breakage

C1.4.1 Damage from breakage to the following vehicle parts: Breakage of windscreen, side, rear, and roof windows made from glass or from materials used as a substitute for glass.

C1.4.2 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 present value of the vehicle.

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#### C1.5 Glass breakage Plus

C1.5.1 Damage to glass parts of the vehicle or to parts made from materials used as a substitute for glass.

C1.5.2 The special provision under C1.4.2 applies equally in this instance.

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#### C1.6 Fire

Loss/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.

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#### C1.7 Snowslide

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

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#### C1.8 Animal damage

Loss/damage from impact with animals. If the policyholder fails to meet their obligations under A12.3.3, AXA will treat the loss/damage as if it were a collision.

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#### C1.9 Marten damage

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

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#### C1.10 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, or harmful substances poured into the fuel tank. For motorcycles, the insurance also covers the slashing or daubing of panniers and seats. This list is exhaustive.

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#### C1.11 Transported belongings

Damage to or destruction of items transported in the vehicle and items carried/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.

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#### The insurance does not cover:

C1.11.1 All types of means of payment, monetary assets, valuables, tickets, subscriptions, items of personal sentimental value, and restoration costs for photo, film, and sound recordings, computer data, and files.

C1.11.2 All types of electronic equipment (desktop and laptop computers, mobile phones, etc.), software, and merchandise, as well as objects that are used in the exercise of a profession.

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#### C1.12 Transported belongings Plus

Same coverage as for "Transported belongings" as set out in C1.11, but without the restrictions defined in C1.11.2.

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#### C1.13 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 license plate per insurance year (January 1 to December 31); the date of the loss/damage is decisive. If benefits are paid from parking damage insurance, AXA will not additionally pay benefits from collision coverage (C1.1).

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#### C1.14 Parking damage Plus

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

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#### C1.15 Loss of use

In the case of an insurable accidental damage event as defined in C1.1 to C1.14, AXA pays the travel and transport costs or car hire costs that arise from the loss of use of the vehicle. If a replacement vehicle is rented, AXA pays the going price for hiring a vehicle in the same category.

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#### C1.16 Transportation after a breakdown

If the vehicle cannot be used due to breakdown, AXA pays the actual cost of transporting the vehicle to the nearest suitable repair garage. Loss/damage caused by events described in C1.1 to C1.12 does not constitute a breakdown.

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## C2 Insured value of vehicle

- C2.1** The insurance covers the vehicle specified in the policy, including its accessories.
- C2.2** Unless a special agreement is in force, accessories and extras which go beyond the standard features of the vehicle and for which an additional price was paid (e.g. car radio, automatic transmission, sunroof, metallic paint, attached advertisements, logos, and painted works, extra tires, special/spare rims, ski racks, etc.) are also insured collectively up to a maximum of 10% of the vehicle's list price.
- C2.3** The following do not constitute extras and accessories:
- All types of electronic equipment not permanently installed in the vehicle.
  - In addition for motorcycles: Helmets, goggles, gloves, and other articles of clothing.

## C3 Benefits

### C3.1 General

For insured events, AXA pays benefits for the repairs or the total loss and also pays the costs of

- Recovering and transporting the vehicle to the nearest suitable repair garage;
- If necessary, return transportation from abroad 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 a maximum of the cost of purchasing a new item of equal value, but in no case more than the agreed sum insured.

### C3.2 Repairs

#### C3.2.1 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 their choice. Otherwise, AXA selects the repair garage.

**C3.2.2** AXA pays the costs for the repair of the vehicle within the limits of its present value as well as the additional features and accessories, unless the event involves a total loss as defined in C3.3. Compensation can be made contingent on the repairs actually being carried out.

**C3.2.3** 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 these costs. AXA is under no obligation to pay new-for-old compensation if damaged components can be repaired so as to function correctly. The insurance pays the present value for damaged tires.

### C3.3 Total loss

#### C3.3.1 Description

A total loss arises if:

- The repair costs exceed the present value;
- For the compensation type "present value supplement", the repair costs exceed 60% of the value of the vehicle during the first two years in operation;
- A stolen vehicle or stolen additional features and accessories have not been found within 30 days of the theft being reported to a Swiss branch of AXA.

### C3.3.2 Calculation of benefits

#### C3.3.2.1 Present value supplement

Time in operation	Insured vehicle value, in %
Year 1	100
Year 2	90 – 80
Year 3	80 – 70
Year 4	70 – 60
Year 5	60 – 50
Year 6	50 – 45
Year 7	45 – 40
Year 8 onwards	present value

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

#### C3.3.2.2 Present value

The benefits are restricted to the present value.

#### C3.3.2.3 Salvage value of the vehicle

In case of a total loss, the benefits are reduced by the vehicle's salvage value. If this value is not deducted, the remains of the vehicle become the property of AXA as soon as the benefits have been paid.

If a stolen vehicle or individual additional features and accessories are compensated as a total loss, ownership rights are transferred to AXA.

#### C3.3.2.4 Value added tax (VAT)

Claims payments are disbursed without value added tax to taxpayers who are able to deduct the input tax. Claims payments based on provisional estimates of repair costs do not include value added tax.

### C3.3.3 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.
- **Present 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 on the present value, the matter will be decided based on the documents provided by the *Verband der freiberuflichen Fahrzeug-Sachverständigen* (association of independent vehicle experts).

## C4 Exclusions

### The insurance does not cover loss/damage caused:

- C4.1** By operating the vehicle (loss/damage during operation), in particular loss/damage caused by something other than a violent external influence 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);
- C4.2** By the load, unless in connection with an insured collision;

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**C4.3** During participation in races, rallies, and similar competitive driving events as well as all drives on race tracks and training tracks (e.g. anti-skidding courses, sports driving courses, with the exception of training courses in Switzerland that are recognized by AXA);

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**C4.4** In connection with warlike events, military use, requisition, earthquake, nuclear energy, ionizing radiation;

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**C4.5** In connection with civil unrest, acts of violence against persons or property during riots and similar events, unless the policyholder produces plausible evidence that the policyholder or the driver of the vehicle took all reasonable measures to avoid the damage;

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**C4.6** By an intentional criminal act or an offense or an attempt at such, or damage caused while the vehicle was being driven by a person who does not have the legally required driver's license or does not meet the corresponding requirements;

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**C4.7** During trips without official authorizations.

## Part D

# Mobility Insurance

### D1 Coverage

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The insurance covers the loss of use of the vehicle as a direct result of the following events:

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#### D1.1 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
- 

#### D1.2 Collision

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#### D1.3 Other accidental damage events

The events that constitute accidental damage are defined in C1.

#### Scope of validity

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**D1.4** In amendment of A2.1, the insurance is valid only in Switzerland, the Principality of Liechtenstein, and the enclaves Büsingen and Campione if the policy specifies Mobility ("Switzerland").

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**D1.5** If the policy specifies Mobility Plus ("Europe"), the scope of validity defined in A2.1 applies.

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### D2 Insureds

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The insurance covers drivers and passengers.

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### D3 Benefits

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AXA provides the following benefits if an insured event occurs:

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#### D3.1 Providing advice and making arrangements

Providing advice and making arrangements by telephone around the clock.

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#### D3.2 Breakdown assistance and towing

AXA pays for breakdown assistance. If the vehicle cannot be made roadworthy at the site of the breakdown, AXA pays for towing the vehicle to the nearest suitable repair garage. The replacement parts are not covered.

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#### D3.3 Vehicle recovery

AXA pays to have the vehicle recovered and transported to the nearest suitable repair garage.

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#### D3.4 Storage fees

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

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#### D3.5 Vehicle return

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 present value of the insured vehicle.

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#### D3.6 Delivery cost of replacement parts

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

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#### D3.7 Additional transportation costs

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

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#### D3.8 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.

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### D4 Exclusions

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#### The insurance does not cover:

- Benefits in connection with the load;
- Recourse claims by third parties;
- The exclusions defined in C4.3 to C4.7.

# Part E

## Accident Insurance

### E1 Coverage

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- E1.1** The insurance covers accidents in connection with the use of the insured vehicle and while rendering aid to other road users.
- 
- E1.2** The insurance also covers accidents when the policyholder – provided that they are a natural person – drives a third-party vehicle of the same category that is registered in Switzerland or the Principality of Liechtenstein, and the policyholder does not have equivalent insurance coverage under another passenger accident insurance policy.
- 
- E1.3** Accidents are deemed to be physical injuries as per the provisions of the Federal Act on Accident Insurance (AIA) and the Federal Act on General Aspects of Social Security Law (GSSLA). Causality is established in accordance with the AIA.
- 
- E1.4** The definition of an accident also includes:
- E1.4.1** The involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances;
- E1.4.2** Frostbite, heatstroke, sunstroke, and damage to health caused by ultraviolet radiation, excluding sunburn;
- E1.4.3** Drowning.
- 
- E1.5** Benefits are reduced commensurately if the health impairment or death was caused only in part by the accidental event.

### E2 Benefits

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#### E2.1 Medical expenses

- E2.1.1** AXA pays for the following treatment administered or prescribed by a licensed doctor or dentist from the date of the accident:
- Medical treatment and the associated transport of the patient if necessary;
  - Treatment in the private ward of a hospital or spa; spa therapy only at specialized spa establishments and if approved by AXA;
  - Services provided by certified nursing staff or the nursing staff provided by an institution during the term of the medical treatment;
  - Rental of mobility aids;
  - Initial purchase of artificial limbs, eyeglasses, hearing aids, and orthopedic aids as well as their repair or replacement (new-for-old value) if they were damaged or destroyed in the accident that caused the need for medical treatment.
- AXA also pays the daily allowance for living costs during hospitalization as laid down in the Federal Act on Accident Insurance (AIA).
- E2.1.2** AXA does not cover medical expenses paid by a liable third party or its liability insurer, nor any expenses that are covered by a social insurance plan.

#### E2.1.3 Transported pets

If a pet that is being transported in the insured vehicle is injured, AXA will pay treatment costs of 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.

#### E2.2 Daily hospital benefits

AXA pays the agreed daily hospital benefits for the duration of necessary stays in a hospital or spa. These benefits are paid for a maximum of 730 days.

#### E2.3 Daily benefits

If the insured is unable to work as a result of the accident, AXA pays the agreed daily allowance to the extent of the disability as confirmed by a doctor. These benefits are paid for a maximum of 730 days.

#### E2.4 Disability

- E2.4.1** If the accident results in disability that is likely to be permanent, AXA pays the percentage corresponding to the degree of disability. The degree of disability is defined in accordance with the provisions on assessing physical and mental impairment of the Federal Act on Accident Insurance (AIA).
- E2.4.2** If several body parts are affected by the accident, the percentages are added together. However, the overall disability can never exceed 100%.
- E2.4.3** If the insured was already disabled before the accident took place, AXA will pay the difference between the amount due for the previous degree of disability and the amount calculated for the overall degree of disability.
- E2.4.4** The benefits are increased by 50% if the insured has at least one child below the age of 20 at the time of the accident.

#### E2.5 Death

- E2.5.1** AXA pays the benefits for the insured to
- the spouse or registered partner;
  - in the absence thereof, to the children whom the insured fully or partially supported;
  - in the absence thereof, to other persons whom the insured primarily supported;
  - in the absence thereof, to the descendants entitled to inherit;
  - in the absence thereof, to the parents;
  - in the absence thereof, to the siblings or their descendants.
- E2.5.2** In the absence of all such persons, AXA covers the funeral expenses up to the insured death benefit.
- E2.5.3** The benefit increases by 50% if an insured is survived by at least one child below the age of 20 who is entitled to inherit.

### E3 Special benefits

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

**E3.2** AXA will pay the costs of:

- The required rescue and recovery operations and transporting the body of the accident victim to the place of residence, but not more than CHF 100,000 per accident in total; AXA will take care of the necessary formalities;
- Cleaning, repairing, or replacing (new-for-old) damaged clothing or personal effects up to CHF 2,000 per person.

### E4 Exclusions

**E4.1 The insurance does not cover:**

E4.1.1 The persons listed in B5.2.1 and B5.2.2.

E4.1.2 Suicide or self-mutilation or attempted suicide or self-mutilation.

E4.1.3 Accidents if the vehicle was misappropriated, or in connection with circumstances as described in B5.2.3 and in C4.3 to C4.7.

### E5 Benefit reduction 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

**E6.1** Subject to E6.2, daily hospital benefits, daily benefits, and disability and death benefits are paid in addition to the benefits under the liability insurance.

**E6.2** Benefits are applied to liability claims to the extent that the keeper or driver of the vehicle is personally held liable for compensation (e.g. as a result of recourse).

“Scope of validity” map pursuant to A3



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



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