



General Insurance Conditions (GIC)

Motor Vehicle Fleet Insurance

Version 10.2021

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Key Points at a Glance

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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 are the insurance carriers?

The insurance carrier for the liability, accidental damage, mobility, and accident insurance 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.

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

What is insured?

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

- liability, accidental damage, mobility, and legal protection 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

The insurance covers claims for damages resulting from (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 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 (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
- Transportation after a breakdown

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

Mobility Insurance

The insurance covers the loss of use of the vehicle due to breakdown, collision, or another event involving accidental damage (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 (E1).

Bonus protection

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

Gross negligence

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 (A6).

Legal Protection Insurance

Insured legal cases (F6):

- Enforcement of claims for damages and compensation for pain and suffering
- Criminal and administrative proceedings
- Insurance
- Vehicle contract law (insured vehicles only)
- Revocation of license
- Vehicle taxation
- Ownership and property law

What does the insurance not cover?

General

Among other things (A14.6), the insurance does not cover 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

The insurance does not cover the following, among others (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

The insurance does not cover the following, among others (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

The insurance does not cover, among other things (E4), drivers who do not have the license required by law.

Legal Protection Insurance

In particular, the insurance does not cover legal cases (F7)

- against AXA-ARAG or parties who provide services in an insured legal case;
- in connection with intentional felonies;
- for defending against non-contractual claims for damages and compensation for pain and suffering;
- from taking part in races and driving on race tracks;
- when driving without a valid driver's license or license plates;
- when driving repeatedly while intoxicated or in an unfit condition.

Which benefits do AXA and AXA-ARAG pay?

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 (B4).

Accidental Damage Insurance

AXA provides the following benefits if an insured event occurs:

- Assumption of repair costs (C3.2) or
- Payment of compensation in the event of a total loss (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 (C3.3.2.1) or are limited to the vehicle's present value (C3.3.2.2).

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

- Salvage of the vehicle and its transport to the nearest suitable repair workshop
- 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 (D4):

- Providing advice and making arrangements
- Breakdown assistance and towing
- Vehicle recovery
- Storage fees
- Vehicle return
- Delivery cost of replacement parts
- Additional costs for transportation, accommodation, and meals

Accident Insurance

The coverage is shown in the application and the policy (E2):

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

Legal Protection Insurance

In insured legal cases, AXA-ARAG provides the following benefits in particular, up to the sums insured shown in F4:

- legal advice by phone
- processing of the legal case
- necessary lawyers' fees
- advance payment up to a maximum of CHF 10,000 for criminal defense retained for the first questioning
- cost of expert opinions and analysis
- court fees or other costs of proceedings

- cost of penalty orders and first-instance proceedings concerning the revocation of driver licenses and vehicle registrations up to a maximum of CHF 500 per legal case
- interpreter fees up to a maximum of CHF 10,000
- indemnification of the legal expenses of the opposing party
- waiver of benefit reduction in cases of gross negligence (F4.3.1).

Deductibles

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

Where 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 (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?

In contracts with a no-claims bonus system or fixed-rate premium, the premium is calculated based on various criteria, e.g.

- number and type of vehicles, vehicle weight;
- choice of cover;
- deductibles.

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

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 (A14)
- Immediate notification of any legal case to AXA-ARAG (A14)
- Not acknowledging any claims (A14.2.2)
- Notifying AXA immediately if any of the information contained in the policy changes (A13.2)
- Damage prevention (Art. 29, Insurance Contract Act)

When does the notification of any claim or legal case need to be submitted?

- Immediately after any claim to AXA (A14)
- Immediately in the event of any legal case to AXA-ARAG (A14)

When does the insurance begin and end?

The insurance begins on the date shown in the application and the policy. AXA grants provisional cover from the date when the application is submitted until the date on which the policy is issued. AXA or AXA-ARAG may reject the application up until the date on which the policy is issued. The insurance is valid for the period specified in the policy.

Unless the insurance contract is terminated on expiry, it is automatically renewed for one year at a time.

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

- after every claim for which AXA pays benefits (A4.2);
- if the premium is increased or the no-claims bonus 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 to the changes (A8.2).
- at the end of the insurance year.

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.
- Legal protection insurance: Cover is available for legal cases whose triggering event and the need for legal protection arose during the period of coverage and which were notified to us during this period or at the latest three months following termination of the insurance contract.

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. In the case of provisional cover notes, the right of withdrawal pursuant to Art. 2a para. 4 of the Insurance Contract Act is excluded.

Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract within two weeks of submitting or sending the application.

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 information do AXA and AXA-ARAG use and how?

AXA and AXA-ARAG use and protect data in accordance 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

The policy specifies what insurance coverage and contract type (“no-claims bonus system” or “fixed-rate premium”) have been agreed. The policy including vehicle list, these General Insurance Conditions (GIC), and any Special Insurance Conditions (SIC) provide information about the scope of coverage.

AXA provides the legal protection insurance on behalf and for the account of AXA-ARAG.

The insurance covers events that occur during the contract term; legal protection insurance pursuant to F9.

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)

A2.1 Scope of validity

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. The scope of validity for mobility insurance is specified under D2.

A2.2 Relocation abroad

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

A3 Contract term

A3.1 Start

The insurance contract starts on the date shown in the policy.

A3.2 Provisional insurance cover

Following submission of an application to AXA, provisional cover is granted for the vehicles listed in the application until 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, and
- CHF 1,000 under legal protection insurance for legal advice.

AXA may reject the application. The provisional cover 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.

A3.3 Commencement of insurance for additional vehicles

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

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

A3.4 Contract renewal

The contract is concluded for the term shown in the policy, after which it is automatically renewed for one year at a time.

A4 Termination of the contract

A4.1 Termination effective as of the end of the insurance year

Either contracting party may terminate the contract in writing or in another form of text (email, for example) as of the end of any insurance year, subject to compliance with a period of notice of three months (annual right of termination).

A4.2 Termination in the event of a claim

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

- by the policyholder, no later than 14 days after becoming aware of disbursement of the benefit or after the last service was provided, with cover ending 14 days after AXA receives the notice of termination.
- by AXA or AXA-ARAG, at the latest on disbursement of the benefit or provision of the last service; insurance cover ends 14 days after the policyholder receives the notice of termination.

A4.3 Termination by the policyholder in the event of contract adjustment by AXA

A8.2 applies.

A5 Premiums

A5.1 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.

A5.2	Premium calculation
A5.2.1	When the contract begins, the policyholder must pay the premium specified in the premium statement.
A5.2.2	The premium for the following insurance year is calculated based on the number of vehicles for which premiums are due in the current insurance year and by taking into account the premium level.
A5.2.3	After the insurance year ends the policyholder receives the definitive premium statement for the actual number of insured vehicles. Adjustment and return premiums fall due on receipt of the premium statement.
A5.3	Premium with no-claims bonus system
	With this type of contract, the premium is dependent on the no-claims bonus system. Based on the size of the vehicle fleet, vehicle types, and the ratio between the statistically expected number of claims and the actual number of claims, a separate system applies individually for liability insurance and for accidental damage events that fall under “collision” with <ul style="list-style-type: none"> • no-claims table; • level increases and decreases; • premium levels
A5.3.1	No-claims table The lowest premium level in the no-claims table is 30 %; the highest is 150 %. The level is shown in the policy and adjusted in the subsequent premium.
A5.3.2	Level increases and decreases
A5.3.2.1	The premium level and hence the premium are recalculated for every insurance year (January 1 to December 31). The determining factor is the number of claims notified during the 12-month period up to the four months before the end of the insurance year.
A5.3.2.2	Not included are: Liability claims <ul style="list-style-type: none"> • 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. Collision damage <ul style="list-style-type: none"> • If a liable party or their insurer paid the full amount in liability compensation for a claim that was definitively settled. Claims that are repaid <ul style="list-style-type: none"> • If the policyholder repays on time the indemnity that AXA paid in accordance with the repayment offer.
A5.3.2.3	Retroactive correction The premium level is corrected retroactively if no indemnity was paid for a notified event.
A5.3.3	Bonus protection If bonus protection cover has been agreed, the lower “with bonus protection” increases shown in the no-claims table in the policy apply.
A5.4	Fixed-rate premiums
	The no-claims bonus system is not used with this type of contract; the premium per vehicle does not change irrespective of the number of claims. With the fixed-rate premium, a uniform premium per vehicle applies within the insurance category.

A6 Gross negligence

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

Under liability, accidental damage, and accident insurance, AXA waives its right of recourse and indemnity reductions if a traffic accident or collision is caused through gross negligence, unless the driver caused the insured event while intoxicated in an otherwise unfit condition or by grossly disregarding the permitted maximum speed (in accordance with Art. 65 para. 3 Road Traffic Act).

A7 Deductible per vehicle

A7.1 General

The deductibles specified in the policy apply.

If accidental damage cover 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. In the case of legal protection insurance, F4.1.3 is the determining factor for the deductible.

A7.2 The deductible does not apply:

A7.2.1 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.

A7.2.2 Accidental damage

- For a claim that was paid in full from liability compensation by a liable party or their insurer.

A7.2.3 Legal protection insurance

In the case of legal protection insurance, F4.1.3 is the determining factor for the deductible.

A7.3 Collection of deductible

The deductible is invoiced by AXA or AXA-ARAG, or is offset against the 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 insurance cover for the vehicle in question lapses after these 14 days. The policyholder continues to owe the deductible.

A8 Contract adjustment by AXA or AXA-ARAG

A8.1 Notification by AXA

AXA or AXA-ARAG may adjust the contract with effect from the following insurance year in the event of the following:

- an increase in the premium;
- a change to the rules on deductibles;
- a change to the no-claims bonus system.

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

A8.2 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.

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.

A8.3 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.

A9 Change of insurance category due to vehicle age

If the insurance categories specify years of operation of vehicles, the vehicles move to the corresponding new insurance category with effect from the next principal due date (January 1).

A10 Surrender of license plates

Insurance cover continues to apply for another 12 months after the license plates have been surrendered to the relevant office.

A10.1 Premium credits

If the license plates have been surrendered, the premium for this period is credited to the policyholder (suspension discount). In this case, a processing fee (suspension fee) will be applied.

A10.2 Legal protection insurance

No premium is credited for legal protection insurance.

A11 Replacement vehicle

A11.1 Validity of the insurance

The insurance covers the replacement vehicle, provided that the vehicle has the required official permit. Accidental damage, accident, and legal protection insurance only apply to the replacement vehicle for a maximum of 30 consecutive days.

A11.2 Accidental damage cover for replacement vehicle and replaced vehicle

Accidental damage cover 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".

A12 Use of interchangeable license plates

A12.1 Vehicle without a license plate

If a vehicle is used on public roads without a license plate or a pair of license plates, it is not covered by the insurance.

A12.2 Change from interchangeable to individual plates

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 (A10.1), provided that the keeper or owner remains unchanged.

A13 Duty to provide information

A13.1 Communication with AXA

The policyholder or eligible claimant must address all communications to the relevant branch office or registered office of AXA.

A13.2 Increase or decrease in risk

If the information contained in the policy no longer applies, the policyholder must notify AXA immediately.

A13.3 Claims and legal cases

A14 applies.

A13.4 Contract adjustments by AXA or AXA-ARAG

A8 applies.

A13.5 Termination of the contract

A4 applies.

A14 Claims and legal cases

A14.1 General

A14.1.1 The eligible claimant must inform AXA or AXA-ARAG without delay.

Options for notifying claims (see also last page of these GIC):

- By telephone
- Via the internet, using the online claim form
- Via the AXA app for smartphones
- Via the vehicle's telematics equipment
- In writing

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

A14.1.2 If duties to provide information or rules of conduct are violated, benefits can be reduced or denied. This step will not be taken if, under the circumstances, the breach was beyond the policyholder's control or if the policyholder can prove that the loss or legal case did not arise as a result of it and that the amount of the benefits owed was not affected.

A14.2 Liability

A14.2.1 AXA negotiates with the injured party in its own name or as the insured's representative.

A14.2.2 The insured may not acknowledge any claims by, or make any payments to, the injured party.

A14.2.3 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.

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

A14.3 Accidental damage

A14.3.1 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.

A14.3.2 In all cases of theft, the police station in charge of the area where the theft took place must be notified immediately.

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

A14.3.3	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.
A14.4	Mobility The insurance pays benefits only in respect of measures that have been organized or ordered by AXA.
A14.5	Accident If so requested by AXA, every insured must consent to a medical examination by doctors appointed by AXA.
A14.6	Intoxicated and unfit condition or gross disregard of maximum permitted speed
A14.6.1	The following applies if the driver caused the insured event while intoxicated (alcohol level above the limit permitted by law) or in an otherwise unfit condition, or by grossly disregarding the maximum permitted speed limit, and if the driver's license was revoked because of one of these offenses during the five years immediately prior to the event: <ul style="list-style-type: none"> Under accidental damage or mobility insurance, AXA does not pay benefits if the policyholder was aware or must have been aware of the unfit condition or intoxication of the operator. AXA pays no benefits for the driver under accident insurance.
A14.6.2	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.
A14.6.3	These provisions shall not affect recourse claims against the driver of the vehicle.
A14.6.4	These restrictions do not apply if the substantiated offense had no influence on the cause or consequences of the event.
A14.7	Legal protection insurance See F8 for the procedure in a legal case.

A15 Duty of care and other obligations

A15.1	Duty of care and other obligations in the event of a claim A14 is applicable.
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A16 Principality of Liechtenstein

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.

A17 Applicable law and place of jurisdiction

A17.1	Applicable law This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).
A17.2	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.

A18 Sanctions

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 Cover

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.

Cover 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 Own loss

If agreed, the following liability claims are insured, irrespective of B5.1.1:

- Arising from property damage to insured vehicles caused by a collision between insured vehicles.

B1.3 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

The policy covers vehicles that have been registered with proof of insurance issued by AXA. It also covers vehicles and trailers that are pushed or pulled.

B3 Insureds

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

B4 Benefits

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

B5 Exclusions

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

AXA can reclaim a part or all of the disbursed benefits from 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 Cover

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:

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.

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.

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.

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.

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.

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.

C1.7 Snowslide

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

C1.8 Animal damage

Loss/damage from impact with animals. If the policyholder fails to meet their obligations under A14.3.3, AXA will treat the loss/damage as if it were a collision.

C1.9 Marten damage

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

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.

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.

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.

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.

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).

C1.14 Parking damage Plus

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

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.

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.

C2 Insured value of vehicle

- C2.1** The insurance covers the vehicles and accessories shown on the vehicle list.
- 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** 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.
- C3.2.2** 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, the matter will be decided based on the documents provided by the 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.
- 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).

C4.4	In connection with warlike events, military use, requisition, earthquake, nuclear energy, ionizing radiation.
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.
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.
C4.7	During trips without official authorizations.

Part D

Mobility Insurance

D1 Cover

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

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

D1.3 Other accidental damage events

The events that constitute accidental damage are defined in C1.

D2 Territorial scope

D2.1 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").

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

D3 Insureds

The insurance covers drivers and passengers.

D4 Benefits

AXA provides the following benefits if an insured event occurs:

D4.1 Providing advice and making arrangements

Providing advice and making arrangements by telephone around the clock.

D4.2 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.

D4.3 Vehicle recovery

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

D4.4 Storage fees

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

D4.5 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.

D4.6 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 roadworthy condition.

D4.7 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.

D4.8 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.

D5 Exclusions

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 Cover

- 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 cover 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

- 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/care staff or the nursing/care 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 document.

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).

E7 Maximum benefits

Benefits from accident insurance are limited to CHF 30 million per event in total.

Part F

Legal Protection Insurance

F1 Insurance carrier

F1.1 The insurance carrier is AXA-ARAG Legal Protection Ltd, a stock corporation with registered office in Zurich and a subsidiary of AXA Insurance Ltd. The insureds can bring claims arising from this legal protection insurance exclusively in respect of AXA-ARAG.

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

F2 Insured vehicles

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

F3 Insureds

The definition of insureds includes:

- The owners and keepers of the insured vehicles;
- The authorized drivers and passengers of the insured vehicles.

F4 Indemnity

F4.1 Insured benefits:

In insured legal cases, AXA-ARAG provides the following benefits up to the sums insured shown in F5:

- F4.1.1** Legal advice by phone through AXA-ARAG's Legal Services in the insured areas of law.
- F4.1.2** Processing of the legal case and representation through AXA-ARAG's Legal Services.
- F4.1.3** Necessary lawyer's fees at rates customary for the location. The insured bears a 10 % deductible – at minimum CHF 500, at maximum CHF 10,000. The deductible is waived if the insured chooses a legal representative recommended by AXA-ARAG.
- F4.1.4** Advance payments up to a maximum of CHF 10,000 for a defense lawyer retained by the insured for the first questioning. If, on final sentencing, the insured is convicted of a felony or misdemeanor committed with intent, then AXA-ARAG must be repaid in full for these advance payments.
- F4.1.5** The cost of expert opinions and analyses if they are incurred with the approval of AXA-ARAG or an authority. The insurance does not cover the cost of medical examinations, analyses, or tests to establish if the person is fit and capable of driving/operating the vehicle.
- F4.1.6** Court costs and other procedural costs that are billed to the insured by state courts and authorities. The insurance does not cover fees and costs of first-instance rulings by authorities and courts, costs of notarial services, entries in and deletions from public registers, nor the cost of official authorizations, tests, and permits of all kinds. For penalty orders and first-instance proceedings concerning the revocation of driver licenses and vehicle registrations, the insurance covers fees and costs up to CHF 500 per legal case.

- F4.1.7** Interpreter fees for translation services ordered by a court, and the cost of interpreters up to a maximum of CHF 10,000 if engaged with the approval of AXA-ARAG.
- F4.1.8** Arbitration court and mediation costs billed to the insured from proceedings approved by AXA-ARAG.
- F4.1.9** Indemnification of the legal expenses of the opposing party imposed on the insured during proceedings.
- F4.1.10** Collection of amounts owed to the insured from an insured legal case, until a certificate of shortfall or a bankruptcy notice has been obtained.
- F4.1.11** Bail to avoid pre-trial detention. These amounts are provided only as an advance. The insured must refund the amounts that AXA-ARAG has paid at the latest when the proceedings end.
- F4.1.12** Cost of necessary travel to court hearings abroad, up to CHF 5,000 in total.

F4.2 The insurance does not cover:

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

F4.3 Special provisions:

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

F5 Sum insured

Within the scope of benefits defined in F4, AXA-ARAG covers costs up to CHF 1,000,000, and outside of Europe up to CHF 150,000.

F6 Insured legal cases

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

F6.1 Law of damages and compensation for pain and suffering

Enforcement of non-contractual claims as the injured party, and associated criminal proceedings and victim support.

F6.2 Criminal and administrative proceedings

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

F6.3 Insurance law

Disputes with

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

F6.4 Vehicle contract law

Disputes from contracts under the Code of Obligations in connection with the purchase, exchange, rental, leasing, borrowing, or repair, etc. of insured company vehicles. The insurance does not cover commercial contracts with customers – except for rentals to replace customers' vehicles that are being repaired.

F6.5 Revocation of license

Proceedings relating to revoked driver licenses or vehicle registrations.

F6.6 Vehicle taxation

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

F6.7 Ownership and property law

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

F7 Excluded legal cases

The insurance does not cover:

F7.1 Legal cases not included in F6.

F7.2 Legal cases against AXA-ARAG or persons who provide services in an insured legal case. However, the insurance does cover the safeguarding of legal interests against other AXA Group companies.

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

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

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

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

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

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

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

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

F7.11 Legal cases concerning qualifying or re-qualifying for a driver's license.

F8 Procedure in the event of a legal case, free choice of lawyer, differences of opinion

F8.1 Notification of a legal case

AXA-ARAG must be notified immediately about any legal case for which an insured is claiming benefits. The insured must obtain AXA-ARAG's approval before taking legal action for which cover is requested, or before retaining a legal representative.

F8.2 Procedure

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

F8.3 Retaining a lawyer

AXA-ARAG decides whether it is necessary to retain a lawyer and suggests a suitable professional if this is the case. The insured mandates the lawyer and grants them power of attorney. The insured must release the lawyer from professional secrecy obligations toward AXA-ARAG. In addition, the insured must require the lawyer to keep AXA-ARAG informed about developments in the case and to provide it with the information and documents it needs to reach its decisions.

F8.4 Free choice of lawyer

If, with regard to a court or administrative procedure, it is necessary to retain a lawyer or there is a conflict of inter-

ests, the insured has the right to choose their own lawyer with the agreement of AXA-ARAG. A conflict of interests involves a situation in which the insured's opposing party is an AXA Group company – except for AXA-ARAG – or a legal case in which AXA-ARAG must afford cover also for the opposing party. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of three lawyers that the insured suggests. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

F8.5 Confirmation of coverage

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

F8.6 Settlements

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

F8.7 Indemnification of the legal expenses of an opposing party

Reimbursement for attorney's fees and disbursements and indemnification of the legal expenses of an opposing party that are awarded to the insured from a court or out-of-court settlement must be repaid or assigned to AXA-ARAG up to the amount it has paid.

F8.8 Futility

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

F8.9 Procedure in the case of differences of opinion

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

F8.10 Measures at own expense

If the insured institutes legal proceedings at their own expense after the obligation to indemnify was rejected on the grounds of futility, AXA-ARAG will cover the costs incurred under the provisions of these GIC if the judgment proves to be more favorable to the insured than the solution that AXA-ARAG had set out and justified in writing or the result of arbitration proceedings.

F8.11 Prohibition of assignment

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

F8.12 Restrictions and liability exclusions

AXA-ARAG can indemnify through an external claims handler or limit its payment to appropriate costs. AXA-ARAG accepts no liability of any sort in connection with the selection and instruction of a lawyer or interpreter or for any delayed information or late payments.

F8.13 Violation of duties to provide information and of rules of conduct

If duties to provide information, or rules of conduct, are violated, AXA-ARAG may reduce or deny its benefits. This step will not be taken if, under the circumstances, the breach was beyond the insured's control or if the insured can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.

F9 Trigger

F9.1 A legal case is insured if its cause or triggering event and the need for legal protection occurred during the contract term. The cause or triggering event is deemed to have occurred on the date on which the legal provisions or contractual obligations are proven or alleged to have been violated for the first time. Under the law of damages, the date when the damage was caused is applicable; in the case of disputes over insurance benefits, the date of occurrence of the insured event is applicable.

F9.2 No legal protection is granted if a legal case is notified more than three months after the policy is canceled. In the event of a prolonged delay that is not the fault of the party, the legal case may be notified at a later time, as soon as the reason for the delay has ceased to apply.

“Territorial scope” map pursuant to A2

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





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