

Standard Terms of Insurance (STI)

Helvetia Motor Vehicle Insurance



Motor Vehicle

Edition September 2023



Our services

**We are there for you:
in emergencies 24 hours a day – all year round**

In the event of a claim:
T +41 58 280 30 00
www.helvetia.ch
Business office: see policy

For general matters:
T +41 58 280 10 00

Note: If the assistance provided by us is considered to be non-insured expenditure, the costs will be borne by the party seeking assistance.

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



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Customer information

1 Contracting parties

The contracting parties are as follows

Helvetia Swiss
Insurance Company Ltd.
Dufourstrasse 40
CH-9001 St. Gallen

or

Helvetia Swiss
Life Insurance Company Ltd
St. Alban-Anlage 26
CH-4002 Basel

or

Coop Rechtsschutz AG
Entfelderstrasse 2
CH-5000 Aarau

In the course of concluding and executing the contract, Helvetia Swiss Insurance Company Ltd is entitled to act on behalf of the other contracting parties (e.g. concluding and terminating contracts, collecting debts, demanding refunds).

2 Applicable law, basis of the contract

This contract is governed by Swiss law. The contractual basis comprises the application, the customer information, the Standard Terms of Insurance and, if applicable, further special conditions or supplementary provisions, and also the policy. The Swiss Federal Law on Insurance Contracts also applies.

If the policyholder's place of residence/registered office is the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz, VersVG).

3 Insurance against loss or fixed sum insurance

Your insurance is, as a general rule, an insurance against loss; fixed sum insurance will be expressly designated as such in the contract documents (e.g. application or policy).

4 Obligations on concluding the contract

As the applicant, the policyholder is obliged under Article 6 of the Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damages/losses). If the policyholder or insured person provides an incomplete or incorrect answer to a written question or a question in any other text form on conclusion of the contract, Helvetia is entitled to terminate the contract within four weeks of becoming

aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss already suffered if the occurrence or scope of such loss was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid for such losses, repayment may be demanded.

5 Right of revocation

The policyholder may revoke, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of cancellation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified Helvetia of the revocation or submitted their notice of revocation to the postal service on or by the last day of the period of revocation. The right of revocation is excluded in the case of group personal insurance, provisional confirmation of cover, agreements with a term of less than one month.

An annual premium/single premium will remain due if an injured third party can credibly make claims against Helvetia.

6 Increase and decrease in risk

If any circumstance that is material to the assessment of the risk should change during the term of the contract, and if its extent was determined by the parties on concluding the contract, the policyholder is required to give Helvetia immediate notice of such change in writing or any other text form. All risk factors about which Helvetia requests the policyholder to provide information on the application form or otherwise inquires about (e.g. risk questionnaire, risk and operational characteristics, etc.) are deemed material. If the policyholder fails to give such notice, Helvetia shall not be bound by the contract for the period thereafter. If such notice has been given, Helvetia may increase the premium retroactively as of the time the risks increased or terminate the part of the contract affected by the change within 14 days of receiving such notice. The contract expires four weeks after receipt of the notice of termination. The policyholder has the same right of termination if no agreement can be reached regarding the increased premium.

In the event of a significant decrease in risk, the policyholder is entitled to terminate the contract or to request a premium reduction subject to four weeks' notice in writing or any other text form. If Helvetia rejects a premium reduction or if the policyholder is not in agreement with the reduction offered, the latter is entitled, within four weeks of receiving the response, to terminate the contract subject to four weeks' notice in writing or any other text form. The premium reduction takes effect when Helvetia receives the relevant notice.



7 Conclusion of the contract/ start of insurance coverage

After the insurance application has been received at the Helvetia head office in St. Gallen, Helvetia will notify the policyholder as soon as possible whether it accepts the application. As soon as the policyholder has received notice of acceptance, the insurance is deemed concluded. The policyholder shall be provided with his policy as proof of the conclusion of the insurance.

Insurance cover starts on the commencement date given in the policy, unless a confirmation of cover in text form was issued for an earlier date.

8 Term of insurance and termination of insurance contract

This contract is concluded for the period stipulated in the policy. It is renewed for a further year at the end of this period.

The contract can be terminated effective as of the end of the third insurance year or the end of any subsequent insurance year subject to three months' notice in writing or any other text form. The first insurance year starts on the contract commencement date and lasts until the due date of the next annual premium as stipulated in the policy. Each subsequent insurance year lasts 12 months.

If the contract has been concluded with a single premium for its entire term, it terminates on the agreed expiry date.

9 Period of validity of the insurance contract

The period of validity of the insurance coverage is subject to the agreements contained in the application, the policy and the Standard Terms of Insurance (STI).

10 Exclusion of right of termination in the event of statutory amendments

If public charges or fees or, in the case of natural forces insurance policies governed by statutes, the premiums, deductibles or scope of cover are changed by order of a public authority, the insurance contract will be amended as of the point in time determined by the public authority. There is no right of termination in such cases.

If the statutory premium rate is reduced for natural forces insurance, the premium rate for fire insurance will be increased by the same amount as of the same point in time.



G Mutual provisions

G1 Territorial scope

Your insurance is valid in Switzerland, the Principality of Liechtenstein, the countries of Europe and in non-European countries bordering the Mediterranean countries as well as on the Mediterranean islands.

Your insurance is not valid in the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan, Kazakhstan, Israel and Iran. In Kosovo, insurance does not apply to liability.

In the case of transport by sea, insurance cover will not be interrupted if the place of departure and the place of destination lie within the area of territorial validity.

G2 Temporal scope

G2.1 Inception of insurance cover

Insurance cover begins on the date shown in your policy. Cover exists for events occurring within the duration of contract.

G2.2 Provisional cover

From the time the vehicle is registered, it will be covered by the third-party liability insurance. If you have submitted a written application (or any other text form) to us, you will have provisional cover in the business lines you have applied for from the date when the vehicle is registered. The provisional cover will end upon our acceptance of the contract or, in the event of rejection, 3 days after you receive the declaration of rejection.

You will be liable for the part of the premium covering the time until insurance cover expires. This applies *mutatis mutandis* if you apply for a change in your insurance cover.

G2.3 Claims

After each insured event for which we have to pay compensation either party may terminate the contract in relation to the business line in question or the contract as a whole:

- a) You may do so at the latest after you have learned that we have made payment. The contract will end 14 days after we have received your notice of termination;
- b) We may terminate the contract at the time when we pay compensation at the latest. The contract will end 14 days after you have received our notice of termination.

G2.4 Disqualification from driving

You must notify us if your driver's licence is revoked due to driving:

- a) while under the influence of alcohol;
- b) while under the influence of narcotics;
- c) while under the influence of medication;
- d) while exceeding the speed limit. In such cases we are entitled to adjust or cancel the contract.

G2.5 Owner's domicile, location of the vehicle or registration of the vehicle with foreign number plates

If the owner of the vehicle changes domicile or if the vehicle's permanent location is moved to a place abroad (with the exception of the Principality of Liechtenstein) or if foreign number plates are registered for the vehicle, the contract, respectively the cover will end after 60 days. There is no insurance cover for vehicles if they are permanently located in another country.

G2.6 Bankruptcy

If bankruptcy proceedings are instituted against the policyholder, the contract remains in force, and the receivers are required to fulfil the contractual obligations.

The policyholder or the receivers must inform Helvetia as soon as the proceedings have been instituted.

If bankruptcy proceedings are instituted against the policyholder, Helvetia is entitled to terminate the legal protection insurance benefits within 14 days of being notified of the bankruptcy. The contract will end on the day after the notice of termination is received.

G3 Premium

G3.1 Due date

In the absence of any agreement to the contrary, the premium will be set for each insurance year and is payable in advance until the date stated in the contract. We may levy a charge if payment by instalments has been agreed. The first premium is due for payment as soon as the contract is issued.

If any policyholders fail to comply with their payment obligations within 30 days, they will be requested in writing and at their own expense to remit payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder produces no result, our obligation to pay benefits will be suspended from the time when the reminder period expires until such time as the premiums, costs and interest have been paid in full.



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G3.2 Refunds

If the contract is cancelled prematurely for a reason provided for in law or in contract, the premium agreed for the current insurance year will only be due pro rata until the cancellation date.

However, the full premium for the year is payable if:

- Helvetia pays benefits in the case of a total loss;
- the policyholder terminates the contract in the case of partial damage and the contract has been in force for less than 1 year at the time when notice of termination is given.

G4 Adaptation of the contract

G4.1 Helvetia's right to make adjustments

Helvetia may require adjustments to be made to the contract from the following insurance year onwards in the event of changes to:

- premiums
- bonus systems
- provisions concerning the deductible
- benefits
- statutory dues and levies
- fees
- Standard Terms of Insurance

If contract adjustments are made, you will be informed of the new contractual terms at least 25 days before the start of the new insurance year.

G4.2 Basis for the premium

The premium is based on the chosen scope of insurance and the particulars given by the policyholder with regard to the insured persons and the vehicle. If one of these details changes, Helvetia has the right to adapt the contract to the changed conditions.

G4.3 Agreement

If Helvetia does not receive notice of termination by the last day of the insurance year at the latest, this will be deemed to imply that the policyholder agrees to the modifications to the terms of the contract.

G4.4 Rejection

If the policyholder is not in agreement with the modifications to the terms of your contract, he or she may terminate the contract in writing or any other text form to the end of an insurance year, either in relation to the business lines affected by the modification or in relation to the entire contract.

Adjustments in the premium made due to changes in the bonus levels and changes in Swiss dues and levies or other fees do not give the policyholder the right to terminate the contract.

G5 Replacement vehicles

The insurance applies additionally to a replacement vehicle, if

- official authorization is in place;
- the vehicle is of the same type and price class as the insured vehicle;
- the replacement vehicle is used instead of the insured vehicle with the latter's licence plates.

The comprehensive insurance cover remains in force for the replaced vehicle.

If the replacement vehicle is no longer used or the replaced vehicle has been put back into operation with its licence plates, the insurance for the replacement vehicle will end.

G6 Number plates

G6.1 Insurance cover for exchangeable licence plates

The insurance applies to vehicles registered to the same licence plate by the vehicle licensing office, i. e. it applies:

- in full to the vehicle bearing the licence plates in accordance with regulations;
- to vehicles without licence plates only on roads which are not open to public traffic.

If the vehicles are in simultaneous use on roads that are open to public traffic and we have to pay benefits under liability insurance due to the occurrence of an event, we may reclaim these benefits from you or from the insured persons.

Aus der Kaskoversicherung erbringen wir keine Leistungen.

G6.2 Depositing of licence plates and return of shared licence plates

If licence plates are deposited, insurance cover is provided for 12 months from the date of deposit,

but not for damage occurring on roads open to public traffic.

At the time of transition from the shared licence plate to the individual licence plate, insurance cover will apply to the vehicle no longer being used for the same period of time as long as it does not change keeper or owner.

G6.3 Premium upon depositing

If the licence plates are deposited for at least 14 consecutive days, the policyholder will be entitled to a pro rata share of the premium on registration for the time that the licence plates have been deposited. In the case of a contract with billing based on flat-rate premiums, the policyholder waives the right to be credited for pro-rata premiums for the duration of the deposit. The discount for this waiver is included in the premiums.



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G7 Specific points in the contract

The insurance covers the following uses if included in the contract:

- the risk arising from the transport of dangerous loads within the meaning of Swiss road traffic legislation;
- the risk arising from the use for commercial rental and/or private rental (via a third party provider, e.g. via internet platform);
- the risk arising from the use of the vehicle for commercial hire;
- the risk arising from use as a replacement vehicle if the owner provides the insured vehicle to self-drivers in the context of his garage business.

G8 General exclusions

Where specified, the exclusions apply to the individual business lines Liability (H), Accidental damage (K), Accident (U), Keep driving (A), Supplementary Insurance (Z), Service Benefits (S).

G8.1 Speed driving events and drives on racetracks and training tracks (H, K, U, A, Z, S)

Claims arising from accidents or damage occurring while taking part in races, rallies or similar speed driving events, including training drives and other drives on racetracks, circuits and other traffic areas used for motor sports.

The insurance covers claims arising from accidents during orientation drives and courses for the further training of drivers in Switzerland.

However, within Switzerland and the Principality of Liechtenstein liability insurance cover is provided for motor sports events as defined by Swiss road traffic legislation if the organizer has failed to take out the legally required insurance.

G8.2 Journeys without permission or authorisation (H, K, U, A, Z, S)

The insurance does not cover damage/accidents or third-party liability:

- arising from journeys undertaken without official authorization;
- arising from journeys undertaken by drivers not in possession of the legally required driving licence or driving without the legally required accompanying person;
- arising from journeys undertaken by drivers carrying passengers contrary to statutory regulations;
- arising from journeys undertaken by persons using the vehicles entrusted to their care them without having authorization to do so;
- arising from journeys undertaken by persons who have taken the vehicle without consent (applies to H, U and A);
- arising from journeys undertaken on public roads if the vehicle is not fitted with the ordinary licence plate indicated in the policy (only applies to K).

We do grant insurance cover to insured persons who can prove that they could not have been aware of these deficiencies even if they had paid due attention.

G8.3 Civil unrest, Requisition, Ionisation (K, U, A, Z, S)

The insurance does not cover damage/accidents:

- occurring during civil commotion (violence against persons or property in connection with mob action, riots, civil unrest or strikes);
- occurring as a result of terrorism or warlike events, breaches of neutrality, revolution, rebellion or insurrection or as a result of the measures taken against such events;
- occurring as a result of changes in the structure of the atomic nucleus (e.g. radioactive contamination);
- occurring during military or official requisitions;
- occurring due to the effects of ionizing radiation.

Insurance cover exists in cases a–c if the owner or the driver can credibly show that he/she took reasonable precautions to prevent the damage or can prove that the damage has nothing to do with these events.

G8.4 Crimes, offences (K, U, A, Z, S)

Losses/accidents resulting from crimes or offences committed intentionally, or from attempts to commit such acts (including in particular cases of embezzlement or misappropriation).

G9 In case of an insured event

G9.1 Notification

You must immediately notify us of each insured event.

G9.2 Breach of obligations (breach of contract)

In the event of any breach of statutory or contractual obligations, the compensation will be reduced to the extent that this has influenced the occurrence or the extent of the damage.

There will be no reduction if policyholders can show that the breach of obligations was no fault of their own or the damage would have occurred anyway, even if the statutory or contractual obligation had been complied with.

Helvetia reserves the right to cancel the contract for legal or contractual reasons.

The legal consequences of a breach of the duty of disclosure on the conclusion of the contract pursuant to Art.6 Swiss Federal Law on Insurance Contracts (LIC) shall also remain unaffected.



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G9.3 Reduction of benefits, denial of benefits

We may reduce or withhold our benefits or reclaim them in full from you or other insured persons

- a) if there are legal or contractual grounds for doing so;
- b) if an international agreement (e.g.: Green Card) or foreign regulations require us to provide benefits after your insurance cover has already been suspended or has ceased;
- c) if an international agreement (e.g. Green Card) or foreign regulations require us to provide benefits and if a right of recourse would exist for the same event in Switzerland, in which case the reduction will be proportionate to such right of recourse.

If we do not receive your payment within 4 weeks of our request we will ask you in writing to remit payment within 14 days of our reminder being sent. If you fail to heed our reminder, the contract in its entirety will become void once this 14-day period has elapsed and you will still owe us the amount in question.

G9.4 Renoucement in case of gross negligence

If the additional insurance also covers gross negligence, we will waive our right of recourse to which we are entitled by law if the insured event has been caused through gross negligence.

There will be no such waiver if the insured person caused the insured event (Art. 31 para. 2 and Art. 65 para. 3 Swiss Road Traffic Act, RTA):

- a) while drunk or not in a fit state to drive, i.e. while under the influence of narcotics or medication or while not in possession of the necessary physical and mental capacity for other reasons (e.g. microsleep);
- b) as a result of a speeding offence as defined by Art. 90 para. 4 RTA.

There will also be no waiver if the driver fails to cooperate with a measure designed to establish that he or she was unfit to drive. In this case, the uninsured portion is at least 20 %.

G9.5 Due date of compensation

Compensation is due 30 days after the date when we receive the documents required in order to establish the sum of the claim and our liability.

Compensation is particularly not due if:

- a) there are any doubts as to the claimant's entitlement to payment;
- b) police investigations or criminal proceedings are being conducted in respect of the damage and have not been concluded.

G9.6 Limitation and Forfeiture

Claims for compensation under this contract must be made within five years of the event giving rise to the obligation to pay benefits.

Rejected compensation claims under comprehensive insurance that are not asserted by court action within five years of the occurrence of the insured event are forfeit.

G10 Deductible

The agreed deductible for every event for which we provide compensation is at your expense. The deductible will be subtracted from the insured compensation payment or claimed back from you.

G10.1 Liability

You must bear a deductible of CHF 1'000 for each event:

- a) if the driver of the vehicle had not yet reached the age of 25 at the time of the event and
- b) if this driver is not mentioned as the owner or most frequent driver in the contract and
- c) unless a higher deductible has been agreed in the policy.

If a vehicle is registered in the name of a company you must bear a deductible of CHF 1'000 for each event if the driver of the vehicle had not yet reached the age of 25 at the time of the event and unless a higher deductible has been agreed in the policy.

These provisions do not apply to agricultural vehicles.

G10.2 You will not have to bear a deductible:

- a) if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
- b) if we pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
- c) in the case of damage occurring during a driving lesson given by an officially licensed driving instructor or in the case of damage occurring during an official driving test;

Third-party-Liability

- d) if we have to pay compensation although the insured persons are not at fault (pure causal liability);

Accidental damage

- e) if we have to pay compensation for collision events although the insured persons are not at fault and the other party involved in the collision or third parties have sole and full liability due to negligence and these parties or their insurers have indemnified 100 % of the damage accounted for under third-party liability insurance;
- f) if we only indemnify the difference between the current value and an compensation type basic, Standard or PLUS;
- g) if the damaged front windscreen is repaired and not replaced in the case of glass damage;
- h) if Helvetia arranges for the repair of glass damage or damage caused by hail and the work is carried out by partner garages designated by Helvetia.

G10.3 Towing vehicles, trailers, semitrailers

If the towing vehicle and trailer or semitrailer are insured with us with a deductible and are damaged during the same event, you will only have to bear a single deductible for each business line. If the deductibles are not identical, the higher deductible will apply.



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G11 Legal venue, legal foundations, addresses

The insurance covers soiling to the interior of the vehicle and damage in and to the insured vehicle when assistance is rendered to individuals and animals who have become the victims of an accident.

G12 Legal venue, legal basis, addresses

G12.1 Legal venue

Claims may be brought before a court at our registered place of business in St. Gallen or at the claimant's place of residence or domicile in Switzerland or the Principality of Liechtenstein. A different place of jurisdiction shall apply for legal expenses insurance.

G12.2 Additional legal basis

The Swiss Federal Law on Insurance Contracts (LIC) and, as far as liability insurance is concerned, the provisions of Swiss road traffic legislation shall apply in addition to these Terms of Insurance.

G12.3 Adresses

All communications sent to us may be delivered to a branch office or to our registered office in St. Gallen. The communications that we send to you will be posted with legal validity to your last known address. It is therefore important that you notify us of any changes of address as soon as possible. A different address applies for legal expenses insurance.



H Third-Party Liability

H1 Scope of insurance

H1.1 Persons

The insurance covers the owner of the insured vehicles and all persons for whom the owner is responsible under road traffic legislation.

H1.2 Vehicles

The insurance covers the vehicles specified in the contract.

Trailers being pulled by these vehicles or vehicles being towed or pushed as well as decoupled trailers are also insured – (to the extent that responsibility exists within the meaning of Art. 2 of the Swiss Vehicles Insurance Ordinance (Verkehrsversicherungsverordnung)).

H2 Coverages and benefits



H2.1 Personal injury and property damage to third parties

H2.1.1 Civil claims

The insured persons are covered for civil claims brought against them on the basis of statutory liability provisions as a result of the injury or death of persons (personal injury), the injury or death of animals and damage to or destruction of property (property damage) in the following situations:

- a) while operating the vehicle;
- b) in connection with traffic accidents caused by the vehicle while not in operation;
- c) in connection with the provision of assistance following accidents involving the vehicle;
- d) while getting in and out of the vehicle, opening, closing and operating movable vehicle parts, as well as when coupling or uncoupling a trailer or vehicle.

H2.1.2 Loss prevention costs

If an insured loss is imminent as the consequence of an unforeseen event, your insurance also covers the costs to be borne by an insured person and caused by reasonable measures taken to avert this risk.

H2.1.3 Sum insured

The benefits we pay for each insured event are limited to the sum insured as shown in the contract; this includes any default interest, lawyers' fees, experts' fees and court costs, without prejudice to the rights of injured parties.

H2.1.4 Limitations

The total benefits we pay in the case of bodily injury and property damage caused by fire, explosion or nuclear energy as well as for loss prevention costs are limited to the statutory minimum sums insured for each insured event, in accordance with Article 3 of the Swiss Vehicles Insurance Ordinance (VIO).

Expenses for public sector claims under the Environmental Damage Act of EU member states in accordance with Article H2.3 are limited to a total sum of CHF 5 million for each insured event.

H3 Further exclusions in liability insurance

The following claims are not insured:

- a) Claims of the owner due to property damage;
- b) Claims of the owner due to bodily injury if the owner is the driver of the insured vehicle;
- c) arising from property damage caused by the owner's spouse, registered partner or siblings living in the same household;
- d) Claims of individuals who have misappropriated the vehicle or who were aware of such misappropriation;
- e) Damage to insured vehicles, trailers and to items and animals attached to or being transported by these vehicles with the exception of objects that the injured party is carrying such as luggage and similar;
- f) Claims for which there is liability under nuclear energy legislation;

Public sector claims under the Environmental Damage Act in EU member states

- g) Claims arising due to the unavoidable, necessary or accepted effects of business operations on the environment;
- h) Claims arising due to deliberate breaches of laws, ordinances and official orders or decisions that serve to protect the environment;
- i) Claims that go beyond the statutory obligation due to contractual agreements or promises.

H4 Bonus system

H4.1 System M (third-party liability)

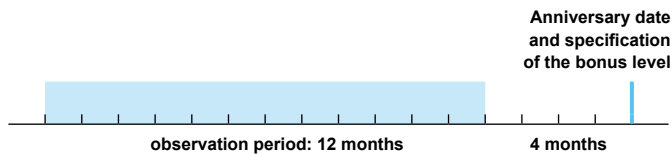
H4.1.1 Bonus level

Bonus level	% of the basic premium
M00	30%
M01	35%
M02	40%
M03	45%
M04	50%
M05	55%
M06	60%
M07	65%
M08	70%
M09	80%
M10	90%
M11	100%
M12	110%
M13	120%
M14	130%



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H4.1.2 Observation period



The bonus level will be determined anew for each insurance year at the main due date using an annual observation period. The relevant claims history is the claims history in the 12 months preceding 4 months before the main due date.

H4.1.3 Change to the bonus level

The bonus level will be incremented by four levels for each insured event occurring during the observation period and leading to compensation being paid or reserves being formed. The next lower level applies if no insured event has occurred during the observation period.

H4.1.4 The bonus level will not be incremented:

- if we do not have to pay compensation for an insured event that has been notified;
- if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
- if we pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
- in the case of damage occurring during a driving lesson given by an officially licensed driving instructor or during the official driving test;
- if we have to pay compensation although the insured persons are not at fault (pure causal liability).



H4.2 Bonus protection

Insofar as the supplementary insurance bonus protection has been included, the bonus level will remain unchanged for the following insurance year in third-party liability for the first claim per observation period that would otherwise lead to classification in a higher category.

With bonus protectionPLUS the bonus level remains unchanged regardless of the number of claims.

H4.3 No bonus system

If no bonus system is listed in the contract, the premium remains unchanged regardless of the claims history.

H5 Specific points relating to liability claims

We will conduct the negotiations with the injured parties in our name or as the representatives of the insured persons. Insured persons may not recognise any claims of their own accord in relation to injured parties and may not make any payments. In the event of civil proceedings, insured persons must allow us to conduct such litigation. Our settlement of the claims shall be binding on the insured persons.

H6 Control plate withdrawal

We may arrange for number plates to be withdrawn if you do not pay:

- the premium;
 - the deductible;
 - the amount claimed in recourse;
- or other amounts owed, or if any other statutory or contractual provisions allow the number plates to be withdrawn.



K Accidental damage

K1 Scope of insurance

K1.1 Vehicle

The insurance covers the vehicle or vehicles specified in your contract.

K1.2 Equipment and accessories

K1.2.1 Passenger cars and motorcycles

Unless agreed otherwise, equipment and accessories for which a surcharge is payable are covered for up to 10% of the catalogue price. Where the value exceeds 10% of the catalogue price, the amount must be declared in the policy. Accessories that are used by multiple vehicles insured by Helvetia need only be declared once. In the "unlimited" version, cover includes all equipment and accessories.

K1.2.2 Commercial vehicles

Equipment and accessories are only included if they are mentioned in the policy or included in the sum insured at their replacement value.

Tools and instruments are covered within the framework of the replacement value shown in the policy in as far as they are attached or coupled to the vehicle at the time of the insured event. In the case of agricultural vehicles, trailers are on a par with tools and instruments. If you are not the sole owner of the apparatus affected by a claim the compensation that we pay for this apparatus will be limited to the current value.

K1.2.3 Non-insured items

The following equipment and accessories are excluded:

- a) Helmets, garments of any kind (examples: Motorcycle clothing, boots, gloves, caps)
- b) non-built-in
 - communication devices
 - navigation devices
 - consumer electronics devices
 - image, sound and data media
- c) licence plates with collector's value (purchased at auction or for a premium)

K2 Coverages and benefits

Depending on the product variant selected in the contract, the insurance cover includes the following events:

Insured product option	Collision events	Partial cover events	Damage to parked vehicles
Fully comprehensive PLUS	✓	✓	✓
Fully comprehensive	✓	✓	-
Partially comprehensive cover PLUS	-	✓	✓
Partially comprehensive cover	-	✓	-



K2.1 Partial cover events

K2.1.1 Fire

The insurance covers involuntary damage as a result of fire, lightning, explosion and short circuits. Damage to electrical appliances, components and batteries are only insured if the cause is not an internal defect. Damage to the vehicle as a result of a fire extinguishing operation is also covered.

Damage caused by fire is not insured if the owner of the vehicle can enforce contractual claims against the seller, supplier or repair workshop. The insurance does not cover damage by scorching unless caused by a fire.

K2.1.2 Damage caused by natural forces

The insurance covers involuntary damage directly caused by storm (= wind of at least 75 km/h), hail, avalanches, damage due to snow directly bearing down upon the vehicle (snow pressure), damage due to rocks, stones and earth masses (landslides) falling directly onto the vehicle, flooding, inundation. This list is conclusive.

K2.1.3 Snowslide

The insurance covers involuntary damage due to snow or ice falling onto the insured vehicle. If branches break off trees and fall due to the weight of snow, the damage to the insured vehicle caused by the branches and the snow is covered.

K2.1.4 Theft

The insurance covers loss, disappearance, destruction or damage caused by the theft, misappropriation or robbery of the insured items or the attempt to carry out such acts if the damage has occurred involuntarily.

No compensation is paid if the act was committed by family members.



Motor Vehicle

K2.1.5 Glass

The glass insurance covers involuntary breakage as well as glass damage caused by accidents to the front and rear windscreens, the side windows and the sunroof (the list being conclusive) which make it necessary to replace or repair the glass for safety reasons. Cover also extends to materials used as a substitute for glass.

No compensation will be paid if the replacement or repair is not carried out or if the cost of replacing the glass equals or exceeds the current value of the vehicle.

K2.1.6 Animals

The insurance covers damage and consequential losses caused to the vehicle as a result of gnawing by martens or rodents as well as involuntary damage caused by collisions with animals.

Damage caused by a manoeuvre to avoid hitting an animal is not insured.

K2.1.7 Vandalism and malicious mischief

The insurance covers the wilful or malicious breaking off of antennas, rear mirrors, windscreen wipers or decorations, slashing the convertible top, damage by painting and spraying, the puncturing of tyres and filling harmful substances into the fuel or oil tank. In the case of motorcycles the slashing or painting of saddlebags and seats is also insured. This list is conclusive.

K2.1.8 Crashing aircraft

Damage caused by the crashing and forced landing of aircraft or spacecraft or parts thereof.

K2.1.9 Earthquakes and volcanic eruptions

The insurance covers destruction, damage or loss as a result of earthquakes (tremors triggered by tectonic activity in the earth's crust) and volcanic eruptions (rise and/or escape of magma/melting rock, such as lava flow, ash fall or gas clouds).

Temporally and spatially separated losses that occur within 168 hours of the first loss-causing earthquake or volcanic eruption constitute one loss event if they are attributable to the same atmospheric or tectonic cause.

In case of doubt, the Swiss Seismological Service shall decide whether it is a tectonic event.

A general deductible of CHF 500 per vehicle applies, unless a higher deductible has been agreed in the policy.



K2.2 Collision events

The insurance covers damage occurring due to sudden and violent external effects, particularly damage caused by impact, collision, overturning or crashing, subsiding and sinking, even if such damage occurs subsequent to damage due to operation, breakage or wear and tear as well as damage due to wilful or malicious acts by third

parties. Torsions on tilting or when loading and unloading are on a par with collisions as long as operating and safety regulations are complied with.

If benefits are provided under this item, we will not, for each insured event, provide further benefits as well under the cover for damage to parked vehicles.



K2.3 Damage to parked vehicles

Coverage is afforded up to the sum insured shown in the policy for damage caused to your parked vehicle by unknown third parties.

A maximum of two claims will be paid out per calendar year. The application date is what counts here. You must notify us immediately of every insured event.

If benefits are provided under this item, we will not, for each insured event, provide further benefits as well under the cover for collision events.



K2.4 GlassPlus

In addition to the basic cover for partial cover glass, sudden breakage damage to vehicle parts made of glass or of materials which serve as glass substitutes, which make the replacement or repair necessary for safety reasons. A damage to the vehicle rear-view mirror is also insured if only the housing is damaged and repair or replacement is necessary. Light bulbs are also insured, if they are destroyed in the event of glass breakage.

No compensation will be paid if the replacement or repair is not carried out or if the cost of replacing the glass equals or exceeds the current value of the vehicle.



K2.5 RepairPLUS (if included in the contract)

Claims management of vehicles is carried out exclusively within the Switzerland and the Principality of Liechtenstein.

By way of amendment to K5.2, repairs of damage to bodywork and glass must be carried out by a certified Helvetia service partner. Within this Helvetia partner network there is a free choice of repair company.

The Helvetia service partner provides the following additional services:

- Free pick-up and drop-off service
- Replacement car for the duration of the repairs
- External and internal cleaning of the vehicle
- Lifetime guarantee on work carried out by Helvetia and the service partner

In the event of a payout, a total loss or if the policyholder has the repair carried out outside the Helvetia partner network, the above-mentioned services will not be provided and the agreed deductible will increase by the following amounts for each event:



Motor Vehicle

- a) Collision events: CHF 250.–
- b) Partially comprehensive cover events: CHF 200.–
- c) Damage to parked vehicles: CHF 200.–

If the repair cannot be carried out by the service partner from Helvetia's perspective, the increase in the agreed upon deductible will be waived.



K2.6 Insurance benefits

Your contract indicates which type of compensation (basic, standard, PLUS) will be paid or whether payments will be at the current value.

K2.6.1 Total loss

a) With compensation type basic, Standard or PLUS

A total loss is when:

- the repair costs in the first two years of operation reach or exceed 65 % of the catalogue price and subsequently reach or exceed the current value; or
- if a lost vehicle is not found within 30 days of our receiving the written notification of loss (or any other text form).

Compensation table

The compensation is according to the selected option (basic, standard, PLUS)

Year of operation	basic	Standard	PLUS
		Compensation in % of the catalogue price	Compensation in % of the catalogue price
In the 1 st year	Current value plus 10 %	100 %	100 %
In the 2 nd year	Current value plus 10 %	100 %	100 %
In the 3 rd year	Current value	90 – 80 %	100 %
In the 4 th year	Current value	80 – 70 %	100 %
In the 5 th year	Current value	70 – 60 %	90 – 80 %
In the 6 th year	Current value	60 – 50 %	80 – 70 %
In the 7 th year	Current value	50 – 40 %	70 – 60 %
From the 8 th year	Current value	Current value plus 10 %	Current value plus 20 % thereof

b) Without compensation type basic, Standard or PLUS

A total loss is when:

- the repair costs reach or exceed the current value; or
- if a lost vehicle is not found within 30 days of our receiving the written notification of loss (or any other text form).

We will reimburse you for the current value.

c) Compensation

If the compensation calculated exceeds the actual purchase price, you will be paid the latter, but no less than the current value. No compensation is awarded for increases in value occurring after the purchase. If the purchase price cannot be documented, the current value will be indemnified.

d) Salvage

The compensation will be reduced by the salvage value of the remains of the unrepaired vehicle including equipment and accessories if these remain in the owner's possession.

No deduction will be made if the remains are assigned to Helvetia by means of a written power of sale. Helvetia is not obliged to accept the remains.

K2.6.2 Partial damage

In the case of partial damage we will pay the repair costs, provisional repair costs of up to CHF 500. We are not obliged to pay the replacement value of components if these cannot be properly repaired. If the damaged parts can be replaced by replica or secondhand parts of flawless quality, we will not be obliged to pay the costs of new original parts. If individual worn parts are replaced as a result of the repair, if the entire vehicle is resprayed or other defects due to wear and tear are remedied, we shall have the right to make a corresponding deduction from the repair costs equivalent to the added value (new for old).

Unless otherwise agreed the current value is paid for damaged or stolen tyres.

If the repair is not carried out, we will indemnify 90 % of the amount of damage or loss ascertained (without value added tax).

K2.6.3 Further costs

We will pay the following costs for the vehicle:

- a) The costs of recovery, transport and towing of the vehicle to the nearest suitable garage that comes into question for the work or to a suitable location where the vehicle can be left standing if it has become unroadworthy as a result of an insured event of accidental damage. The benefits shall be limited to CHF 10'000 in total and will not be paid if they were neither organized by Helvetia or the authorities, nor carried out on their instructions;
- b) Return transport in the case of theft if the vehicle is found within 30 days of our receiving the written notification of loss (or any other text form);
- c) The customs duty that you are charged following an insured event;
- d) Garaging costs (storage charges) of up to CHF 500.

The benefits from comprehensive cover and assistance cover will only be paid once for each insured event and cannot be accumulated.

K2.6.4 Reductions in our benefits

If inadequate maintenance, wear and tear or existing damage led to an increase in the repair costs, or to the total loss of the vehicle or if the condition of the vehicle was improved by the repair, the corresponding proportion of the cost will be at your expense. The proportion in question shall be determined by experts.

If the catalogue price including equipment and accessories of the vehicle was too low declared, the compensation will be reduced proportionately in the event of a claim.



Motor Vehicle

K2.6.5 Obligation to take back the vehicle

If a lost vehicle is found within 30 days of our receiving the written notification of loss (or any other text form), you must take back the restored vehicle.

K2.6.6 Value added tax

Value added tax will not be indemnified if the claimant is subject to VAT. Claim payments that are made on the basis of the probable costs of repair do not include value added tax.

K2.7 Military use

Our benefits are paid on the basis of secondary liability. We indemnify the part of the insured claim that is not paid for by the armed forces.

K3 Further exclusions in comprehensive insurance

K3.1 Damage due to operation

Damage due to operation, breakage and wear and tear, particularly broken springs caused by the vibrations of the vehicle, material fatigue, gradual damage to glass or glass substitute, damage as a result of poor lubrication or oiling, damage due to lack of oil, damage due to refuelling with the wrong fuel, the freezing or lack of coolant (except as the result of an insured theft), material, production or construction defects as well as damage caused by the load; furthermore damage affecting only the tyres (with the exception of puncturing) or the battery.

K3.2 Loss of use, depreciation

Damage due to loss of use, a reduction in the performance or service-ability of the vehicle as well as collector's value, depreciation and added value.

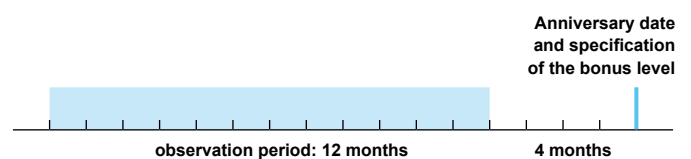
K4 Bonus systems

K4.1 System V (Comprehensive cover)

K4.1.1 Bonus level

Bonus level	% of the basic premium
V00	30%
V01	35%
V02	40%
V03	45%
V04	50%
V05	55%
V06	60%
V07	65%
V08	70%
V09	80%
V10	90%
V11	100%
V12	110%
V13	120%
V14	130%

K4.1.2 Observation period



The bonus level will be determined anew for each insurance year at the main due date using an annual observation period. The relevant claims history is the claims history in the 12 months preceding 4 months before the main due date.

K4.1.3 Change of bonus level

The bonus level will be incremented by four levels for each insured collision event occurring during the observation period and leading to compensation being paid or reserves being formed. The next lower level will apply if no insured event occurred during the observation period.

K4.1.4 The bonus is not incremented:

- if we do not have to pay compensation for an insured event that has been notified;
- if you repay the amount paid in compensation within 30 days of learning that we have settled the claim;
- if we have to pay compensation for joy rides although the owner of the vehicle is not to blame for its misappropriation;
- in the case of damage occurring during a driving lesson given by an officially licensed driving instructor or in the event of damage occurring during the official driving test;



Motor Vehicle

- e) if we have to pay compensation for collision events although the insured persons are not at fault and the other party involved in the collision or third parties have sole and full liability due to negligence and these parties or their insurers have indemnified 100% of the damage accounted for under third-party liability insurance;
- f) if we only indemnify the difference between the current value and an compensation type basic, Standard or PLUS.



K4.2 Bonus protection

Insofar as the supplementary insurance bonus protection has been included, the bonus level will remain unchanged for the following insurance year in accidental damage insurance for the first claim per observation period that would otherwise lead to classification in a higher category.

With bonus protection PLUS the bonus level remains unchanged regardless of the number of claims.

K4.3 No bonus system

If no bonus system is listed in the contract, the premium remains unchanged regardless of the claims history.

K5 Specific points relating to comprehensive insurance

K5.1 Repairs

In urgent cases, you can organise a repair without consulting us if the costs are not likely to exceed CHF 1'000 (CHF 200 in the case of damage to motor-assisted bicycles).

K5.2 Choice of repair workshop

The choice of a repair workshop is a matter for the policyholder. However, we reserve the right to select another qualified repair workshop if no agreement regarding the repair method or cost estimates can be reached with the workshop commissioned by the policyholder. If the policyholder is not willing to have the vehicle repaired in the garage designated by us, we will indemnify the repair costs up to the amount estimated by our expert.

If the repair is carried out without our consent based on an excessive cost estimate, our indemnification will be limited to the repair costs up to the amount estimated by our expert.

This provision does not apply if Repair PLUS is insured and the vehicle is repaired at a Helvetia partner company.

K5.3 Inspection and information

You must allow us to examine the damaged items and inspect the damaged vehicle before and after the repair at any time and submit the information and documents necessary in order to assess the damage. The benefits paid by Helvetia may otherwise be reduced or denied entirely.

K5.4 Damage caused by theft

In the case of damage caused by theft you must notify the responsible police without delay. If the theft occurs abroad, it must also be reported to the police station at your Swiss place of residence.

If the vehicle is found or if anything is learned regarding its whereabouts, we must be informed without delay.

K5.5 Damage caused by animals

In the event of a collision with an animal you or the driver must ensure that the responsible bodies (police or gamekeeper) make a record of the event or that the owner of the animal confirms the event. Failing this, we will only indemnify damage to the vehicle if cover for collision events is in place.

K6 Precautionary cover for accidental damage

If you have not yet signed an insurance application, your vehicle (with the exception of motor-assisted bicycles) is insured at current value for 20 days from the date that is registered with the vehicle licensing office for claims associated with collision events (up to the 7th year of operation) and for partially comprehensive cover events.

The insurance covers passenger cars up to a catalogue price of CHF 250'000, motorcycles up to CHF 40'000 and delivery vans and minibuses up to CHF 100'000.

You will have to bear a deductible of CHF 500 for each collision event. These claims will not affect your bonus level.

We do not grant any precautionary comprehensive insurance cover if cover for collision or partially comprehensive events is already held or if the vehicle is rented out commercially.



U Passenger Accident

U1 Insured persons

The insurance covers the group of persons shown in your contract and persons who voluntarily and gratuitously:

- administer first aid to the insured passengers at the scene of the accident;
- provide them with assistance on entering and alighting from the vehicle;
- offer roadside assistance for any necessary handling of the vehicle and suffer an accident themselves as a consequence.

These persons are insured for the same benefits as the owner and the driver. If you have only insured passengers or passengers at higher amounts, these benefits will apply.

The insurance does not cover persons transported on inadmissible seats in commercial vehicles.

U2 Coverages and benefits

U2.1 Scope of the insurance cover

Insured persons are covered for accidents suffered when using the vehicles specified in your contract. The insurance also includes accidents suffered when entering and alighting from the vehicle, the roadside handling of the vehicle and roadside assistance in road traffic.

U2.2 The term “accident”

An accident shall be the sudden unintended damaging effect of an unusual external factor on the human body that leads to an impairment of physical, intellectual or mental health or death.

We also consider the following to be insured accidents:

- bodily injuries unless primarily due to wear and tear or illness: bone fractures; joint dislocations; torn meniscus; torn muscles; pulled muscles; torn tendons; ligament lesions; injuries to the eardrum (Art. 6 para. 2 of the Accident Insurance Act AIA);
- Damage caused by involuntary inhalation of gases or vapours;
- Poisoning or chemical burns caused by accidental ingestion of toxic or corrosive substances or liquids;
- Drowning, frostbite, heatstroke, sunstroke and damage to health caused by ultraviolet rays, with the exception of sunburn.

This list is exhaustive.

U2.3 General

If an insured person becomes the victim of an accident, we will pay the benefits shown in your contract.

U2.4 Circumstances not related to the accident

If unrelated circumstances influence the consequences of an insured accident, the benefits will be determined proportionately on the basis of medical reports.

U2.5 Vehicles carrying too many passengers

If there are more persons in the vehicle than the number permitted according to the registration document, the benefits in cases of disability and death will be paid in the same ratio as that between the number of seats and number of passengers. In this case 2 insured persons below the age of 16 shall be regarded as one person.

U2.6 Relationship to third-party liability insurance

Our benefits (with the exception of treatment costs) will not be set off against third-party liability and recourse claims unless the owner or driver would have to pay all or some of these costs themselves.

If we pay benefits in lieu of a liable third party, the insured person must assign his or her claims to us to the extent of the benefits paid.



U2.7 Treatment costs

If the insurance also covers treatment costs, we will pay the following costs per accident if these costs are incurred within 5 years of the date of the accident. After this time, we will also pay further treatment costs of up to CHF 20'000 for an unlimited period.

U2.7.1 Curative treatment

The necessary expenses for therapeutic treatments administered or prescribed by a qualified doctor or dentist in as far as the hospital costs in a private ward as well as the costs of treatment, accommodation, and board for health cures that are prescribed by a doctor and are carried out with our agreement. Furthermore, the costs of treatment by state approved chiropractors.

U2.7.2 Rooming-in costs

If an insured child has to be hospitalised following an accident, we will also pay the costs of overnight accommodation at the hospital for the parents up to a maximum sum of CHF 10'000.

U2.7.3 Home care

The expenses of home care for services prescribed by a doctor and rendered by certified nursing professionals. Nursing staff provided by nursing associations and home care organisations have the same status but not domestic helps who do not provide nursing services.



Motor Vehicle

U2.7.4 Aids and appliances

The expenses for aids and appliances needed as a result of the accident and which compensate for physical injuries or loss of functions as well as expenses for other necessary materials and items (such as spectacles, contact lenses, hearing aids, prostheses).

No compensation will be paid for the costs of mechanical mobility aids nor for the construction, alteration, renting and maintenance of buildings.

U2.7.5 Property damage

The costs of damage to items replacing a body part or a physical function and caused by an accident. In the case of spectacles, contact lenses, hearing aids and prostheses etc., the insured person can only claim their repair or, if they are unrepairable, their replacement (replacement value) if the bodily injury has been treated by a doctor.

The insurance also covers damage to the clothing and personal effects of private individuals who have made efforts to recover and transport insured persons who have suffered injuries and injured dogs and cats that they are carrying.

U2.7.6 Clothing, personal effects

Up to CHF 5'000 the expenses for cleaning, repairing or, if unrepairable, the replacement (replacement value) of clothing and personal effects that have been damaged or destroyed as the result of an accident occasioning medical treatment.

U2.7.7 Travel, transport and rescue expenses

We will pay the costs of:

- all necessary rescue and recovery measures as a result of the accident;
- all necessary transport as a result of the accident (however, by aircraft only if this is unavoidable for medical or technical reasons);
- up to a maximum sum of CHF 10'000 for search operations undertaken for the rescue or recovery of the insured person.

U2.7.8 Repatriation costs

The necessary costs of the repatriation of the body to the person's previous place of residence in Switzerland or Liechtenstein (including the costs of any official border formalities). This amount will be paid to claimants who can prove that they have borne these costs.

U2.7.9 Multiple insurance

If the policyholder has multiple insurance with private companies for treatment costs, they will only be reimbursed once altogether. In such cases, our obligation to pay compensation depends on the legal requirements.

No compensation will be paid if the treatment costs are to be borne by Federal disability insurance (IV), Federal military insurance (MV), statutory accident insurance (UVG) or by health insurance (KVG). In these cases, we will supplement the benefits paid under the existing insurance cover.



U2.8 Daily allowance

In the case of incapacity for work, we will pay the agreed daily allowance for each accident for as long as medical treatment lasts and during health cures. In the case of partial incapacity for work, our benefits will be reduced accordingly.

Payment will be made for a period of up to five years from the date of the accident. This period begins when incapacity for work has been established by a doctor, at the earliest, however, three days before the first medical treatment.

No compensation will be paid for the day of the accident itself.

Payments will end as soon as the insurer has calculated the compensation for physical or mental impairment.

Insured persons under the age of 16 will not be paid a daily allowance.



U2.9 Hospital benefit

The agreed hospital benefit will be paid for each accident and for the duration of the necessary hospitalisation and health cure. Payment will be made for a period of up to five years from the date of the accident.



U2.10 Compensation for physical or mental impairment ("Lump-sum disability benefit")

If within 5 years of the date of the accident the insured person suffers lasting damage to his or her physical or mental integrity which is expected to be for life, we shall pay compensation for physical or mental impairment. The amount of this benefit will be determined by the degree of damage caused and the sum insured.

The following principles shall be binding when measuring the degree of physical or mental impairment:



U2.10.1 Contractual scale of compensation for physical or mental impairment

The contractual scale of the integrity compensation corresponds to Annex 3 of the Ordinance on Accident Insurance (UVV).

	Percent
Loss of at least two limbs of a long finger or of a limb of the thumb	5
Loss of a thumb	20
Loss of a hand	40
Loss of an arm in or above the elbow	50
Loss of a big toe	5
Loss of a foot	30
Loss of a kidney	20
Loss of spleen	10
Loss of sexual organs or reproductive capacity	40
Loss of sense of smell or taste	15
Hearing loss in one ear	15
Loss of vision on one side	30
Complete deafness	85
Complete blindness	100
Habitual shoulder dislocation	10
Loss of a leg in the knee joint	40
Loss of a leg above the knee joint	50
Loss of an auricle	10
Loss of nose	30
Scalping	30
Very heavy disfigurement of the face	50
Severe chewing ability impairment	25
Very severe painful functional impairment of the spinal column	50
Paraplegia	90
Quadriplegia	100
Very severe impairment of lung function	80
Very severe impairment of kidney function	80
Impairment of partial mental functions such as memory and the ability to concentrate	20
Posttraumatic epilepsy with seizures or in long-term medication without seizures	30
Very severe organic speech disturbances, very severe motor or psycho-organic syndrome	80

In the case of partial loss or partial loss of function the benefit will be reduced proportionately.

U2.10.2 Cases not mentioned

If it is not possible to determine the degree of disability in accordance with the principles above, this shall be done according to the guidelines for measuring loss of bodily functions according to LAI/OAI and the tables in this connection developed by SUVA.

U2.10.3 Maximum compensation

The degree of disability may never be more than 100%.

U2.10.4 Pre-existing physical defects

Complications arising from the consequences of an accident as a result of pre-existing physical defects do not entitle a claimant to higher compensation for physical or mental impairment than would be the case if a physically sound person had suffered the accident. If all or part of the body part affected by the accident was already missing or had lost its function prior to the accident, the pre-existing degree of physical or mental impairment calculated according to the above principles will be deducted when establishing the percentage of physical or mental impairment.

U2.10.5 Establishing the percentage of physical or mental impairment

The degree of disability will be determined on the basis of the condition of the insured person that is considered likely to remain permanent, but this shall be done no later than five years after the accident. Compensation for physical or mental impairment becomes due once the insurer has established the percentage of physical or mental impairment suffered.

U2.10.6 Calculating compensation for physical or mental impairment

The amount of the compensation for physical or mental impairment is calculated as follows:

- a) in cases involving up to 25% physical or mental impairment, a percentage of the sum insured commensurate with the degree of physical or mental impairment sustained will be awarded;
- b) in cases involving more than 25% physical or mental impairment, the compensation awarded will increase as a percentage of the agreed sum insured in accordance with the following table.



Motor Vehicle

Percentage of physical or mental impairment	Compensation	Percentage of physical or mental impairment	Compensation	Percentage of physical or mental impairment	Compensation
26 %	28 %	51 %	105 %	76 %	230 %
27 %	31 %	52 %	110 %	77 %	235 %
28 %	34 %	53 %	115 %	78 %	240 %
29 %	37 %	54 %	120 %	79 %	245 %
30 %	40 %	55 %	125 %	80 %	250 %
31 %	43 %	56 %	130 %	81 %	255 %
32 %	46 %	57 %	135 %	82 %	260 %
33 %	49 %	58 %	140 %	83 %	265 %
34 %	52 %	59 %	145 %	84 %	270 %
35 %	55 %	60 %	150 %	85 %	275 %
36 %	58 %	61 %	155 %	86 %	280 %
37 %	61 %	62 %	160 %	87 %	285 %
38 %	64 %	63 %	165 %	88 %	290 %
39 %	67 %	64 %	170 %	89 %	295 %
40 %	70 %	65 %	175 %	90 %	300 %
41 %	73 %	66 %	180 %	91 %	305 %
42 %	76 %	67 %	185 %	92 %	310 %
43 %	79 %	68 %	190 %	93 %	315 %
44 %	82 %	69 %	195 %	94 %	320 %
45 %	85 %	70 %	200 %	95 %	325 %
46 %	88 %	71 %	205 %	96 %	330 %
47 %	91 %	72 %	210 %	97 %	335 %
48 %	94 %	73 %	215 %	98 %	340 %
49 %	97 %	74 %	220 %	99 %	345 %
50 %	100 %	75 %	225 %	100 %	350 %

U2.10.7 Payment in the form of a pension

If the insured person has reached the age of 70 at the time of the accident, the benefit for physical or mental impairment under the above provisions will be paid in the form of a lifelong pension amounting to 10% of the relevant compensation for physical or mental impairment per annum. We will pay the pension every three months in advance.



U2.11 Case of death

If the accident leads to the death of the insured person, we will pay the agreed sum after deducting any compensation for physical or mental impairment already paid for the same accident.

U2.11.1 Insured persons under the age of 16

For these insured persons, the compensation in the case of death amounts to a maximum sum of CHF 10'000.

U2.11.2 Increase in the benefits in case of death

The benefits will be increased by 50% if an insured person at the time of death leaves at least one child below the age of 18 who is entitled to inherit.

U2.11.3 Beneficiaries

The lump-sum payable on death will be disbursed to the following beneficiaries in the following order of priority:

- he spouse;
- he children and adopted children in equal shares;
- he parents in equal shares;
- he siblings in equal shares;
- he siblings' children in equal shares.

If there are no such beneficiaries, we will pay funeral costs of up to 10% of the lump-sum payable on death.

U2.12 Insurance of dogs and cats being transported

Dogs and cats being transported in the insured vehicle are covered for the following benefits in the case of an insured accident as long as the basic benefits (U2.7 and U2.11) are insured:

U2.12.1 Lump-sum payable on death

The lump-sum payable on the death or euthanasia of an animal as a result of its injuries within one week of an insured accident. For each animal, the benefit is limited to the purchase price paid for the animal including cremation and burial costs with a maximum limit of CHF 2'500. For each insured event.

U2.12.2 Curative treatment

Curative treatment in connection with an insured accident in the amount of the effective costs up to a maximum sum of CHF 2'500 per animal and CHF 5'000 per accident. The costs will be borne subsequent to the benefits paid by any other animal insurance policies held.

U3 Specific points relating to accidents

U3.1 Doctor

After an accident, you must consult a qualified doctor as soon as possible.

U3.2 Professional secrecy

Attending doctors must be released from their duty of professional secrecy in relation to ourselves. We may demand that an examination be carried out by an independent medical examiner of our choice.

U3.3 Post mortem

In cases of death, the entitled survivors must grant us authorisation in good time to have a post mortem carried out by a doctor of our choice.



Motor Vehicle

A Keep Driving

A1 Scope of insurance

The insurance covers the vehicle's passengers as well as the vehicle or vehicles shown in your policy with a total weight of up to 3'500 kg and the trailers pulled by the insured vehicle.

A2 Coverages and benefits



A2.1 Assistance

If the insured vehicle is unroadworthy as a result of a breakdown or in the case of an insured event covered by third-party liability, accidental damage or accident insurance, we will pay the following benefits for the costs caused solely by this event:

A2.1.1 Travel and car hire expenses up to a maximum of CHF 1'500:

General travelling expenses

- Journeys by public transport, taxis or other means of transport, or
- a chauffeur to drive the passengers back to their place of residence in Switzerland by the shortest direct route if the onward journey or return journey is no longer possible as a result of an accident, sickness or death on the part of the driver and no other passenger is in possession of the legal driving licence.

Costs of hiring a car

For the loss of the vehicle indicated in the policy we will pay the cost of a replacement vehicle of the same type and the same price category, but no more than the following amounts incl. value-added tax:

In connection with an insured event covered by third-party liability, accidental damage and accident insurance in Switzerland/the Principality of Liechtenstein.

Catalogue price including accessories of the insured vehicle	Maximum compensation per day	Maximum compensation
Up to CHF 30'000	CHF 43	CHF 600
Up to CHF 50'000	CHF 60	CHF 900
Up to CHF 70'000	CHF 76	CHF 1'100
Up to CHF 90'000	CHF 92	CHF 1'300
More than CHF 90'000	CHF 110	CHF 1'500

In connection with a breakdown and in the event of an insured event in another country, the maximum compensation will be paid at the most.

Any one-way fee will be reimbursed additionally.

Replacement vehicles can only be arranged if the insured person is in possession of a credit card.

A2.1.2 Costs of overnight accommodation

Costs of overnight accommodation up to a total sum of CHF 1'500.

A2.1.3 Recovery costs

Recovery costs for the vehicle and the towed trailer.

A2.1.4 Transport and towing costs

Transport and towing costs to the nearest suitable garage that comes into question for the work or to a suitable location where the vehicle can be left standing.

A2.1.5 Costs for breakdown assistance

Costs for breakdown assistance including spare parts needed to make the vehicle roadworthy again at the breakdown location. Only those parts normally carried by breakdown assistance vehicles are deemed to be spare parts (fuel and vehicle batteries are not insured).

Breakdowns include technical defects, damaged tyres, lack of fuel, discharged batteries, vehicle keys locked inside the vehicle as well as lost or damaged keys.

A2.1.6 Shipment costs

Shipment costs for spare parts.

A2.1.7 Repatriation/return costs

We will pay the costs of repatriating/returning the unroadworthy vehicle to the policyholder's place of residence:

- if a repair would involve substantial problems (such as obtaining spare parts);
- if the vehicle cannot be repaired within 24 hours (Switzerland) or within five days based on an expert report (abroad) and if the repair costs and the repatriation/return costs are below the vehicle's current value;
- in the case of theft if the vehicle is found within 30 days of our receiving the written notification of loss (or any other text form).

A2.1.8 Customs duties

Customs duties for the vehicle, its trailer or vehicle parts.

A2.1.9 Repayable advance on costs

A repayable advance on costs of up to CHF 2'000 in the case of extraordinary events occurring abroad (e.g. high repair bills).

A2.1.10 Car ferries, motorail trains

If you miss a car ferry or an auto train as the result of an insured event, Helvetia will pay the following benefits up to a maximum sum of CHF 1'000:

- The additional costs of a new ticket for car ferries and motorail trains;
- Services that have been booked but not used for the stay of your co-travellers.



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A2.1.11 Other costs

Up to CHF 500, such as:

- Cost of necessary telephone calls in connection with the unroadworthy state of your vehicle or an insured event;
- The costs incurred due to the loss of vehicle registration documents and vehicle documents;
- Garaging costs (storage charges).

A2.1.12 Restrictions

- The insurance does not cover the cost of materials or other repair costs, unless they are mentioned, or costs relating to service or warranty work.
- The benefits for assistance and comprehensive cover are due only once per insured event and cannot be cumulated. They are limited to a total of CHF 10'000.



A2.2 Tyre damage

The insurance covers damage to fixed tyres on the insured vehicle caused by nails and screws, kerbs, broken glass or other sharp objects, as well as by malicious damage/vandalism. The sum insured is limited to CHF 600 per tyre. Compensation for tyres is based on the net price (excl. sales discount).

The following benefits are covered:

- replacement of the damaged tyre at reinstatement value, but not exceeding the agreed sum insured per tyre;
- cost of replacing a second equivalent tyre on the same axle, if it is technically necessary;
- fitting within the agreed insured sum per tyre.

The insurance does not cover tyre damage resulting from the following causes:

- incorrect adjustment of the chassis;
- incorrect air pressure according to the recommendations in the owner's manual of the car or motorcycle and the tyre manufacturer.

The insurance does not cover follow-on costs, for example for rims, arising directly from the loss event.

If the tyre can be repaired, the repair costs will be paid instead of the replacement claim, provided the repair costs are lower than the replacement claim.

No compensation will be paid if the remaining tread depth of the tyre is less than 3 mm.

A2.3 Further exclusion in Assistance cover

Recourse and compensation claims made by third parties as well as benefits that have merely been advanced by other insurers.

A2.4 Obligations in the event of a claim

If assistance is required, you must notify us or our partners without delay.

The insurance provides no benefits for measures that were neither organized by Helvetia or the authorities, nor carried out on their instructions. This exclusion does not apply to the benefits pursuant to section A2.1.1, A2.1.2 and A2.1.11.

On request, the following original documents must be submitted to us:

- official references and certificates;
- receipts, invoices;
- police reports.

A2.5 Claims against third parties

If we have paid benefits under this contract for claims that the insured person could also enforce against third parties, the insured person must assign these claims to us up to the amount of the benefits we have paid.



A2.6 Traffic legal protection

If the supplementary insurance Assistance has been concluded, the following coverages from the traffic legal protection (A2.6.1–A2.6.10) are insured.

The risk insurer is Coop Rechtsschutz AG, headquartered in 5000 Aarau, Switzerland, Entfelderstrasse 2 (referred to below as "Coop Rechtsschutz").

Insured persons are entitled to claim directly from Coop Rechtsschutz.

A2.6.1 Insured persons and vehicles

The insurance covers the vehicle or vehicles shown on the Helvetia motor vehicle policy as well as all users of these vehicles in their capacity as:

- owners of the insured vehicle;
- drivers of the insured vehicle;
- passengers travelling in the insured vehicle.



A2.6.2 Insured benefits

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

- a) The protection of your legal interests through the legal service of Coop Rechtsschutz;
- b) payments up to a maximum sum of CHF 50'000, in as far as no special limit has been placed on benefits:
 - the costs of the lawyers engaged;
 - the costs of the experts engaged;
 - the legal and court costs to be borne by the insured person;
 - compensation to be paid to the other side for the costs of litigation;
 - bail money to avoid detention while awaiting trial. This benefit is only paid as an advance and must be refunded to Coop Rechtsschutz.

The insurance does not cover:

- a) Penalties and Fines;
- b) Damages;
- c) Costs that a liable third party is obliged to bear.

Any court or prevailing-party costs awarded to the insured must be reimbursed up to the amount of the benefits provided.

A2.6.3 Subsidiarity

The claimant is only entitled to the insured benefits if and to the extent that they would not have to be paid by another insurer if this insurance did not exist.

A2.6.4 Communications

All communications to Coop Rechtsschutz must be directed to their head office in Aarau (info@cooprecht.ch or +41 62 836 00 57) or to one of their branches (Lausanne +41 21 641 61 20 / Bellinzona +41 91 825 81 80).

A2.6.5 Legal venue

It is agreed that the legal venue shall be the Swiss or Liechtenstein place of residence or domicile of the insured person or Aarau (head office of Coop Rechtsschutz).

A2.6.6 Giving notification of a legal expenses claim

A legal expenses claim must be notified to Coop Rechtsschutz immediately, in writing or any other text form if they so require.

Insured persons must support Coop Rechtsschutz in processing the legal expenses claim, providing the necessary powers of attorney and information and passing on any communications they receive without delay, particularly communications from the authorities.

In the event of any culpable breach of these obligations Coop Rechtsschutz may reduce its benefits to the extent that this has caused additional costs. Benefits may be denied in the case of a gross breach of these obligations.

A2.6.7 Settling a legal expenses claim

After consulting the insured person, Coop Rechtsschutz will take appropriate measures to protect the insured person's interests.

If a lawyer needs to be involved, particularly in court or administrative proceedings or in the case of conflicts of interest, insured persons may suggest a lawyer of their choice. If Coop Rechtsschutz AG does not agree with the choice made, the insured may propose a further three lawyers, who may not belong to the same law office. Coop Rechtsschutz AG must accept one of those three proposed lawyers.

Before engaging a lawyer, you must seek the agreement of Coop Rechtsschutz and obtain a cost estimate. If this requirement is disregarded, Coop Rechtsschutz may reduce its benefits.

If there are no valid reasons for changing lawyers, the insured person must bear the costs incurred.

A2.6.8 Procedure in the case of differences of opinion

In the case of differences of opinion regarding the further procedure, particularly in cases that Coop Rechtsschutz considers to be futile, arbitration proceedings will be initiated at the insured person's request. The arbitrator will be a person to be determined jointly by both parties. Otherwise, the proceedings will be based on the intercantonal agreement concerning arbitration.

If any insured persons take legal action at their own expense, the contractual benefits will be paid if the result in the main proceedings is more favourable than in the estimation of Coop Rechtsschutz.

A2.6.9 Insured legal expenses claims

- a) Enforcement of extra-contractual damages against the originator or the originator's third-party liability insurer
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time when the damage was caused
 - Special points:
 - Minimum value in dispute CHF 500

– The insurance does not cover: the defence of claims for damages and the enforcement of purely financial loss (without associated bodily injury or property damage).

- b) Legal disputes with insurance companies or health insurance funds in connection with a traffic accident.
 - Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the insured event
 - Special points:
 - Minimum value in dispute CHF 500.



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- c) Criminal proceedings against an insured person
- Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the unlawful act
 - Special points:

– The insurance does not cover cases in connection with drunk driving with a blood alcohol level of more than 1.6 per mille or driving under the influence of drugs;

– In the case of a charge of an intentional offence, costs are only covered after an acquittal or discontinuation of the proceedings. No costs shall be borne if the acquittal or discontinuation of the proceedings is in connection with a settlement or compensation to the plaintiff or other persons.

- d) Administrative proceedings against an insured person
- Territorial validity: see Standard Terms of Insurance (STI), Article G1
 - Occurrence of the event: time of the unlawful act

- The insurance does not cover:
 - The costs of medical examinations to clarify fitness to drive;
 - Cases in connection with drunk driving with a blood alcohol level of more than 1.6 per mille or driving under the influence of drugs nor cases involving the reacquiring of a driving licence.

A2.6.10 Exclusions

Legal expenses will not be borne:

- In cases occurring before the inception of the legal expenses insurance;
- In cases among insured persons, with Coop Rechtsschutz or its governing bodies or with official representatives;
- In cases in connection with the intentional commission of a criminal offence and intentionally caused legal expenses cases;
- In the cases set out in Article G8.3 "Civil unrest, Requisition, Ionisation";
- In cases in connection with assigned claims;
- In all legal expenses cases and capacities not specifically mentioned;
- In the case of journeys in accordance with Article G8.1 "Speed driving events and drives on racetracks and training tracks";
- In cases in connection with insured vehicles for paid passenger transport or for driving schools;
- In cases involving hired vehicles.



Z Supplementary insurance

Z1 Scope of insurance

The following supplementary insurances apply, provided they are included in your contract.

Z2 Coverages and benefits



Z2.1 Renouncement in case of gross negligence

We will waive our right of recourse to which we are entitled by law if the insured event has been caused through gross negligence.

There will be no such waiver if the insured person caused the insured event (Art. 31 para. 2 and Art. 65 para. 3 Swiss Road Traffic Act, RTA):

- while drunk or not in a fit state to drive, i.e. while under the influence of narcotics or medication or while not in possession of the necessary physical and mental capacity for other reasons (e.g. microsleep);
- as a result of a speeding offence as defined by Art. 90 para. 4 RTA.

There will also be no waiver if the driver fails to cooperate with a measure designed to establish that he or she was unfit to drive. In this case, the uninsured portion is at least 20%.



Z2.2 Private objects carried

The insurance covers damage to or the destruction of private objects carried by the passengers of the declared vehicle for their personal needs up to the amount shown in your contract if there has been damage to the vehicle. In the case of theft, insurance cover is only granted if the personal effects were in a fully locked vehicle (in the case of motorbikes, in a permanent container secured against theft).

The insurance does not cover:

All types of bicycles, means of payment, cash and cash equivalents, tickets, subscriptions, precious metals, coins and medals, unmounted precious stones and pearls, jewellery, all types of electronic devices, data media, software and merchandise, motorbike protective clothing (helmets, protective suits, combi clothing incl. protectors, boots, gloves) as well as items used in the exercise of a profession. No compensation is paid for sentimental value.



Z2.3 Occupational tools

Insured objects

This insurance covers personal equipment that is used in the exercise of a profession and which belong to the driver, passengers or the policyholder.

The insurance does not cover:

- Monetary amounts and valuables, means of payment, documents and plans, sample collections or mobile telephones;
- Personal and third-party merchandise and goods, as well as mobile equipment for vehicles;
- Items that are used for non-work-related purposes (e.g. personal laptops).

Insured risks

This insurance policy provides cover against damage, theft or destruction; the cover begins as soon as the items are placed within the insured vehicle and ends as soon as the items have been removed from the insured vehicle.

The policyholder or their appointed representatives shall ensure that every effort is made to afford the best possible protection to the insured occupational tools when the vehicle is parked. All openings such as windows, sun roof, boot lid or doors are to be shut and locked when leaving the vehicle. The insured occupational tools may not be left so as to be visible or recognisable to third parties.

Insured benefits

Helvetia compensate the policyholder for repair costs or the replacement value of the item at the time of the insured event. Generally speaking, the benefits are limited per vehicle and event to the insured sum agreed in the contract.



Z2.4 Motorbike clothing

We will pay the costs of repair up to the sum insured as shown in the policy, but no more than the following amounts: in the first two years after purchasing a new item the amount necessary to replace it by an equivalent item at the time of the insured event; after that the compensation will be reduced to 75% of the replacement value.

The motorbike clothing includes:

- Helmets;
- Protective suits, combinations including protectors;
- Boots;
- Gloves.

This list is conclusive.

Damage to motorbike clothing is understood as:

- damage or destruction directly connected with an accident involving the motorcycle being used.

The insurance does not cover mere optical damage which does not detract from the protective effect;

- theft in as far as the insured item was in completely locked receptacles firmly mounted on the motorcycle and secured against theft; the theft of helmets is also included if they were secured to the motorcycle with a helmet lock.

The insurance covers damage to the safety gear of the driver of the insured motorcycle and the passengers being carried. In addition, the insurance covers the policyholder as the driver or passenger of any motorcycle.



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If we have paid benefits under this contract for which the insured person could also enforce claims against third parties, the insured person must assign these claims to us up to the value of the benefits disbursed.

The insurance does not cover recourse and compensation claims made by third parties.



Services

S1 Scope of service

The vehicle occupants as well as the vehicles registered in your policy are insured.

S2 Coverages and benefits



S2.1 Contractual disputes concerning your vehicle

S2.1.1 Insured legal protection events

Coop Rechtsschutz AG provides legal protection in the cases listed below: The cover applies to legal disputes arising from contracts involving the insured vehicle (including the sale of the vehicle and purchase of a new one insured through Helvetia).

S2.1.2 Insured benefits

- a) Protection of your legal interests through the legal service of Coop Rechtsschutz;
- b) Payout of up to a maximum of CHF 50'000
 - of the costs of lawyers engaged;
 - of the costs of appointed experts;
 - of the legal costs and court fees to be borne by the insured person;
 - of the litigation compensation to be paid to the other party.

Litigation and party compensation awarded to the insured person must be refunded to Coop Rechtsschutz up to the amount of the benefits paid.

S2.1.3 The insurance does not cover

- a) any legal protection events or capacities not listed specifically;
- b) legal disputes arising from insurance contracts;
- c) cases that commenced prior to the purchase of the service package;
- d) cases that are directly or indirectly related to the wilful commission of a criminal offence;
- e) cases relating to intentionally caused legal protection events or to resulting disputes and proceedings under civil and administrative law;
- f) claims made against lawyers, mediators, assessors or experts currently or previously working on a legal protection claim on behalf of an insured person covered by this policy;
- g) cases relating to claims that have been assigned to an insured person;
- h) cases relating to claims that have been transferred to insured persons as inheritors;
- i) cases relating to warlike events or unrest, strikes and lockouts.

S2.1.4 The following will not be paid out

- a) Fines, financial and contractual penalties
- b) Compensation and punitive damages
- c) Costs that a liable third party is obliged to assume

S2.1.5 Temporal scope

The date on which the event that gave rise to the dispute occurred will be taken as the date of loss; no waiting period shall apply.

S2.1.6 Geographical scope

Corresponds to section G1 of the General Provisions.

S2.1.7 Procedure in the event of a claim

In the event of a claim, the provisions of legal protection articles A2.6.4, A2.6.6, A2.6.7, A2.6.8 apply.



S2.2 Premium exemption

If the owner, the most frequent driver named in the policy or the spouse/life partner living in the same household suffers a traffic accident while using the insured vehicle that subsequently leads to a disability of at least 70 %, Helvetia shall waive the insurance premium of this contract for 5 years. A disability of less than 70 % does not justify a premium waiver. Helvetia must be notified of any change in the degree of incapacity without delay. Where Helvetia has waived more premiums than necessary, these must be repaid.

Incapacity must be proved by means of a legally binding decision from Swiss Disability Insurance (IV). The premium waiver shall begin upon Helvetia's receipt of the legally binding decision.

The policyholder is not entitled to claim for this waiver if more than half of the degree of incapacity can be traced to illnesses or accidents that had arisen or occurred before the start of the contract or after the traffic accident concerned. The policyholder is responsible for proving their entitlement to claim.

The premium waiver applies to the insurance contract concluded and ends with any change of vehicle keeper (exception: spouse/partner).

The premium waiver does not apply to legal entities (incl. associations) or to communities of condominium owners or heirs.



S2.3 Update guarantee

A claim shall be indemnified in accordance with either the version applicable according to the contract or the newest version of the Helvetia Motor Vehicle Insurance General Insurance Conditions, provided this benefits the policyholder.



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S2.4 Costs for psychological support

The insured person is entitled to support and psychological counselling insofar as this is required as a result of an insured event under this contract. Benefits cover 3 calls in an amount equivalent to a maximum of CHF 1'000 and apply per insured person per event. Support or counselling is provided by the Carelink foundation.

Medical services as well as excesses and deductibles under Swiss social insurance schemes are not insured.



Explanation of terms

Accessories (accidental damage insurance)	Accessories are movable items. They are items that are used exclusively for or with the insured vehicles. Examples: spare wheels, snow chains, warning triangles charging cable for electric vehicles.
Bodily injury (liability)	Claims for damages of third parties made against insured persons on the basis of statutory liability for causing death, injury or other damage to the health of individuals.
Bonus system	The bonus system valid for the contract is shown in the policy. Helvetia determines the bonus level on the conclusion of the contract.
Catalogue price	The official list price at the time of production of the vehicle, the equipment and the accessories. If there is no catalogue price, the price paid for the brand-new vehicle, the equipment and the accessories will apply.
Commercial transportation of passengers or hire	The vehicle is used for a commercial purpose if official approval is required for the type of use in question (transportation of passengers or hire) and/or the use is for the main business purpose and continuous income is generated.
Commercial vehicles	Commercial vehicles are understood to be all motor vehicles and trailers with the exception of passenger cars, motorcycles and motor-assisted bicycles.
Current value	The current value is equivalent to the amount that could be realised on the valuation date (date of the insured event) on the sale of the undamaged vehicle taking account of the equipment and accessories, the period of operation, the mileage, marketability, the condition of the vehicle etc. If no agreement can be reached with regard to the current value, the valuation guidelines for road vehicles and trailers of the "Schweizerischer Verband der neutralen freiberuflichen Fahrzeug-Sachverständigen" (+Vffs) (Swiss association of neutral professional vehicle experts) shall be authoritative.
Equipment (accidental damage insurance)	Equipment belongs to the features and the function of the vehicle. It has a close intrinsic connection with the vehicle and forms a factual unit with the vehicle. In addition it is adapted to the vehicle in terms of form and consistency. Examples: sun roofs, spoilers. An optional software upgrade which is linked to the vehicle is also part of the equipment.
Family members	Family members are considered to be: the policyholder's spouse and relations in order of ascent and descent as well as siblings amongst each other.
Gross negligence	Someone acts with gross negligence if they do not observe the most elementary principles of caution that any reasonable person would follow in the same situation and in the same circumstances.
Insurance certificate	The insurance certificate is regarded as confirmation of the existence of compulsory motor vehicle liability insurance and is sent electronically to the cantonal vehicle licensing offices.
Joy rides	The misappropriation of the vehicle. The owner of the vehicle will not have to bear any loss if the owner is not to blame for the misappropriation.
Liability	The statutory obligation to take responsibility for damage that one has inflicted on a third party.
Obligations	Obligations in the case of a claim means how insurance customers have to behave on the occurrence of the feared event and all the things that they have to do.
Private passenger transport	Journeys in which the owner uses the insured vehicle to transport passengers for which no official authorization is required.
Private rental	Journeys for which the owner makes the insured vehicle available for hire through a third-party provider.
Property damage (liability)	Claims for damages of third parties made against insured persons on the basis of statutory liability for causing damage to or the destruction of property. Death, injury or other damage to the health of animals are on a par with property damage.
Works traffic	Works traffic refers to the transportation of goods for a company's own purposes, where the following conditions are met: a) the transported goods must be the property of the company or be sold, purchased, rented, leased, produced, obtained, processed or repaired by it; b) the transportation must serve the delivery of the goods to the company, their dispatch from the company, their transfer within or – for own use – outside the company; c) the vehicles used for the transportation must be operated by the company's own staff, employed by the company itself; d) the vehicles used to transport the goods must belong to the company or must be acquired by it by means of a hire purchase or rental agreement; e) the transportation must only be an auxiliary activity within the context of the company's overall activity.
Year of operation (accidental damage insurance)	12-month period calculated from the date of the vehicle's first registration Calculated on a pro rata basis during a year of operation.

