

## General Conditions of Insurance (GCI)

Edition 01.01.2014

# Motor vehicle insurance

Only the French / German / Italian versions of the General Conditions of Insurance (GCI) are deemed to be authentic. Any translation of the General Conditions of Insurance into another language, in particular into English, has been prepared for information purposes only and has no legal force.

<b>Information for the policyholder</b>	<b>3</b>
<b>A. Third-party liability</b>	<b>6</b>
A1 Purpose of the insurance	6
A2 Insured benefits	6
A3 Exclusions	7
A4 Deductibles	7
A5 Premium levels	8
<b>B. Comprehensive cover for accidental damage</b>	<b>9</b>
B1 Purpose of the insurance	9
B2 Insured benefits	11
B3 Exclusions	12
B4 Deductibles	12
B5 Premium levels	13
B6 Motorcycle insurance	14
<b>C. Occupants' accident insurance</b>	<b>15</b>
C1 Definitions	15
C2 Insured persons	15
C3 Insured risks	15
C4 Exclusions	15
C5 Benefits	16
C6 Special provisions	17
<b>D. Legal protection</b>	<b>19</b>
D1 Insured persons	19
D2 Scope of the insurance	19
D3 Exclusions	20
D4 Insured benefits	20
D5 Occurrence of insurance cases	21
D6 Settlement of insurance cases	21
D7 Differences of opinion	22
<b>E. General provisions</b>	<b>22</b>
E1 Territorial validity	22
E2 Effective date	22
E3 Term of the contract	23
E4 Premiums	23
E5 Modification of the tariff	24
E6 Suspension of insurance cover	24
E7 Change of keeper	24
E8 Replacement vehicle	25
E9 Licence plates	25
E10 Exclusions common to all risks	25
E11 Gross negligence	25
E12 Infringement of contractual obligations	26
E13 Communications	26
E14 Jurisdiction	26
E15 Economic, commercial and financial sanctions	26
E16 Applicable law	26
<b>F. In the event of a claim</b>	<b>26</b>
F1 General principles	26
F2 Special provisions	26
F3 Settlement of third-party claims	27
F4 Termination	27

# Information for the policyholder

<b>Introduction</b>		<p>This client information document provides clear and succinct information regarding the identity of the insurer and the main components of the insurance contract, as prescribed in Art. 3 of the Federal Law on Insurance Contracts.</p>
<b>Information for the policyholder</b>	<b>1. Identity of the insurer</b>	<p>The insurer is VAUDOISE GENERAL, Insurance Company Ltd, hereinafter referred to as «Vaudoise». Its head office is located at avenue de Cour 41, 1007 Lausanne.</p> <p>The legal protection benefits are provided by ORION Assurance de Protection Juridique SA, hereinafter referred to as ORION, whose registered office is at Centralbahnstrasse 11, 4002 Basel.</p> <p>Vaudoise and Orion are public limited companies under Swiss law.</p> <b>2. Rights and obligations of the parties</b> <p>The rights and obligations of the parties arise from the proposal or offer, the policy, the contractual terms and conditions, and from the laws in force, including the Federal Law on Insurance Contracts. After acceptance of the proposal or offer, a policy is issued to the policyholder. Its content reflects the proposal or offer.</p> <b>3. Insurance cover and premium amount</b> <p>The proposal or offer, the policy and the contractual terms and conditions specify the risks insured as well as the scope of the insurance coverage. Similarly, the proposal or offer as well as the policy contain full details of the premium as well as any taxes. In case of payment in instalments, an extra charge may be levied.</p> <b>4. Entitlement to a premium refund</b> <p>The premium is due only up to the end of the contract when it is cancelled or lapses prematurely.</p> <p>The full premium is nevertheless due in the event of the following:</p> <ul style="list-style-type: none"><li>• if after suffering damages the policyholder cancels the insurance contract within the year (365 days) following the conclusion of the contract;</li><li>• the contract becomes null and void following the disappearance of the risk, after Vaudoise has paid out benefits.</li></ul> <b>5. The policyholder's obligations</b> <p>The following list details the policyholder's most common obligations:</p> <ul style="list-style-type: none"><li>• <b>Changes in risk:</b> should a material fact change significantly during the period of insurance and lead to a substantial worsening of risk, the policyholder must immediately advise Vaudoise of this in writing.</li><li>• <b>Establishing the facts:</b> the policyholder must cooperate:<ul style="list-style-type: none"><li>• in investigations regarding the insurance contract, especially in respect of non-disclosures, aggravation of risk, verification of benefits, etc.</li><li>• in establishing proof of damages.</li></ul></li></ul> <p>Except in cases of necessity, he must take no steps concerning the damage without the consent of Vaudoise or Orion.</p> <p>He must provide Vaudoise or Orion with all relevant information and documents, request them from third parties for the use of Vaudoise or of Orion, authorize third parties in writing to furnish them with the corresponding information, documents, etc. Moreover, Vaudoise and Orion have the right to undertake their own investigations.</p> <ul style="list-style-type: none"><li>• <b>Occurrence of the event:</b> the insured event must be immediately reported to Vaudoise or to Orion if it is a legal protection case.</li></ul> <p>Other obligations arise from the contractual conditions and from the Federal Law on Insurance Contracts.</p>

**6. Start of the insurance cover**

The insurance takes effect on the day indicated in the proposal or offer, or in the policy. If a certificate of insurance or provisional cover has been provided, Vaudoise grants insurance cover within the limits stipulated in the letter of provisional cover, or under the law.

**7. Cancellation of the contract by the policyholder**

The policyholder may terminate the contract by cancelling it (via registered mail) in the following situations:

- no later than three months before expiry of the contract or, if so agreed, three months before the end of the insurance year. The cancellation will be deemed to be in good time if it reaches Vaudoise no later than the day before the start of the three-month period;
- after each insured event for which a benefit is payable, but no later than 14 days after learning of the payment by Vaudoise (or settlement of the loss by Orion). In that case, Vaudoise ceases to be liable 14 days after being notified of the cancellation;
- in the event of a premium increase by Vaudoise, unless this is due to a decision by an official body. In such a case, the cancellation must reach Vaudoise at the latest by the last day of the insurance year;
- if Vaudoise fails to discharge its statutory duty of information under Art. 3 of the Federal Law on Insurance Contracts. This right of cancellation expires four weeks after the policyholder has learned of the infringement and the information, but at the latest one year after the contravention.

This list contains only the most common reasons for which the policyholder may cancel the contract. The contractual conditions and the Federal Law on Insurance Contracts take account of other reasons.

**8. Cancellation of the contract by Vaudoise**

Vaudoise may terminate the contract by cancellation (via registered mail) in the following situations:

- no later than three months before the expiry of the contract or, if so agreed, three months before the end of the insurance year. The termination will be deemed valid if the policyholder receives it at the latest on the day before the start of the three-month period;
- after every insured event for which a benefit is payable, but at the latest when the indemnity is paid (or before settlement of the loss by Orion). In that case, Vaudoise ceases to be liable 14 days after notifying the policyholder of the cancellation;
- unless it has decided not to exercise that right, within 4 weeks of becoming aware of any non-disclosure, if the policyholder has failed to report or has inaccurately reported a material fact of which he had been aware or should have been aware and about which he has been questioned in writing. The cancellation takes effect when it reaches the policyholder. Vaudoise will be entitled to the refund of benefits paid for losses the occurrence and/or extent of which have been influenced by the non-disclosure.

Vaudoise may also terminate the contract in the following situations:

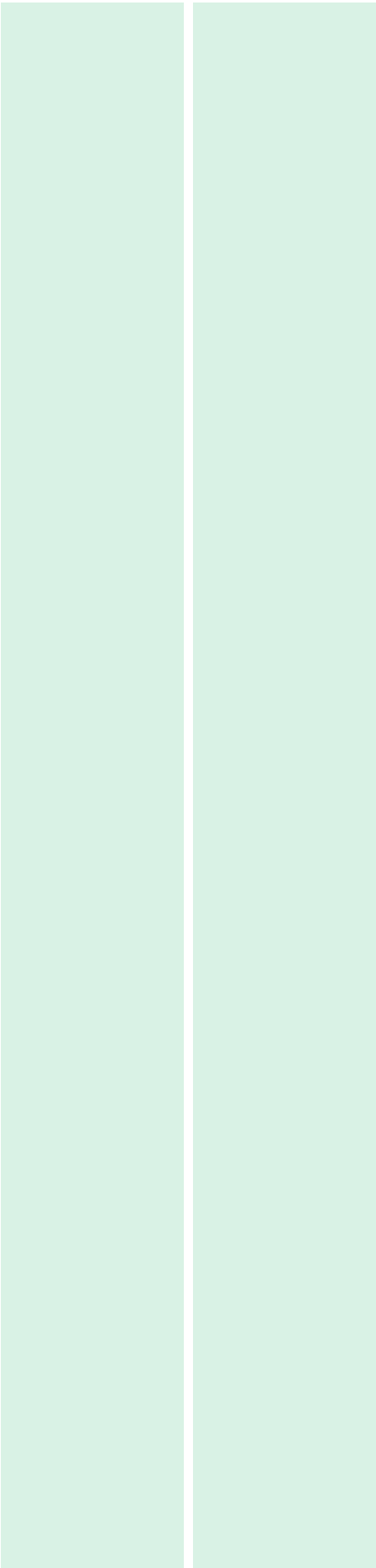
- if the policyholder has been sent a reminder to pay an outstanding premium, and Vaudoise subsequently refrains from instituting legal proceedings in connection with that payment;
- in the event of insurance fraud.

This list only contains the most common situations in which the insurer may terminate the contract. The contractual conditions and the Federal Law on Insurance Contracts take account of other situations.

**9. Processing of data**

Vaudoise and Orion process data obtained from the policy documentation or from managing the policy. They use them in particular for setting premiums, assessing risk, processing claims, making statistical evaluations and for marketing purposes. The data is stored as hard copy or electronically. If necessary, Vaudoise and Orion may transfer such data for processing to third parties in Switzerland or abroad who are involved with the policy, including coinsurance and re-insurance companies.

Vaudoise and Orion are also authorized to procure pertinent information from the authorities or from third parties, in particular, regarding the progression of losses.



This authorization will remain valid irrespective of whether the contract is concluded. The policyholder may request Vaudoise and Orion to provide such information as is envisaged under the law on the processing of data about him. The authorization to process data may be withdrawn at any time.

The insurance companies maintain a centralized information system (CLS-Info) for collecting data regarding keepers and vehicles. The data file is managed by SVV Solution AG, a subsidiary of the Swiss Insurance Association (SIA). It is registered with the Federal Data Protection and Information Commissioner.

## A Third-party liability

### A1 Purpose of the insurance

#### 1. Principle

Vaudoise will provide insurance coverage for claims made under civil law against insured persons pursuant to the provisions of law governing liability:

- arising from the use of the vehicle described in the policy and trailers or vehicles being towed;
- when a traffic accident is caused by the insured vehicles whilst they are not in use;
- in case of assistance given after accidents in which these vehicles are involved;
- in the case of accidents occurring whilst entering or leaving the vehicle, whilst attaching or removing a trailer or towed vehicle, whilst opening or closing the doors, the bonnet, sunroof or boot.

Cover also includes third-party liability of the insured persons incurred in respect of unhitched trailers pursuant to Art 2 of the Ordinance on vehicle insurance.

#### 2. Insured persons

Also insured are the keeper, the driver and any other additional recognized user of the insured vehicle(s).

#### 3. Insured damages

The following are insured:

- bodily injury;
- material damage.

#### 4. Loss prevention costs

When the occurrence of an insured loss is imminent owing to an unforeseen event, the insurance also covers any costs incurred by an insured person, arising from appropriate measures taken to avert this danger.

### A2 Insured benefits

#### 1. Principle

The insurance policy covers the settlement of damages due and legal defence costs against unjustified claims.

The benefits payable by Vaudoise are limited to the guarantees specified in the policy, including any interest on the loss or damages, legal fees and court costs, without prejudice to the injured party's rights.

The benefits payable by Vaudoise are capped at CHF 5 million per loss event for all bodily injury and material damage caused by fire, explosions or nuclear energy as well as the cost of loss prevention measures, including any interest on the loss or damages, legal fees and court costs, though without prejudice to the injured party's rights. If a higher amount is prescribed by the road traffic legislation, that amount will apply.

#### 2. Family members

The insurance covers material damage caused by the policyholder to the vehicle belonging to his spouse or registered partner, to his ascendants or descendants, as well as to any siblings living in the same household.

Nevertheless, Vaudoise will not be obliged to pay out benefits in the absence of a police report.

### A3 Exclusions

*In addition to the exclusions laid down in the General Provisions, the insurance policy does not cover:*

- a claims by the keeper of the vehicle for material damage caused by insured persons;*
- b claims by the keeper as driver of the insured vehicle for bodily injury and material damage he has suffered;*
- c claims made by the keeper's spouse or registered partner, ascendants and descendants, and any siblings living in the same household for material damage they have suffered, with the exception of damage to their vehicle in accordance with Art. A2;*
- d claims for damage to insured vehicles and trailers, as well as for damage to items attached to or being transported in these vehicles, except for the luggage the injured party had with him;*
- e claims arising from accidents occurring abroad during motor races, rallies and similar competitions, as well as during training sessions or any other form of driving (including upgrading sessions) on motor vehicle racetracks. In Switzerland and Liechtenstein, third-party claims are excluded only if the special insurance prescribed by the Swiss Road Traffic Act (LCR/SVG) for such events has been concluded;*
- f claims arising out of damages for which the legislation on nuclear energy establishes liability;*
- g the liability of persons who have procured the insured vehicle in order to use it without permission and the liability of any driver who, at the start of the trip, knew or could have known, had he/she been sufficiently attentive in the circumstances, that the vehicle had been procured without permission;*
- h unless agreed otherwise, the third-party liability arising from transportation of hazardous materials in the sense of Swiss road traffic legislation.*

*The exclusions under subparagraphs (g) and (h) above may not be invoked against the injured party except where statutory provisions so permit.*

### A4 Deductibles

#### 1. Contractual deductible

When Vaudoise has settled the injured party's claims directly, the policyholder must, upon the first request to do so, refund Vaudoise the indemnity it has paid, up to the amount of the contractual deductible, irrespective of who was driving the vehicle at the time of the accident.

Should the policyholder fail to comply with this obligation within 4 weeks of being requested to do so by Vaudoise, he will be sent a written reminder to make the payment within 14 days of the date of dispatch of the reminder. If he fails to respond to the reminder, the insurance will cease altogether following expiry of the 14 days. Vaudoise remains entitled to the deductible.

#### 2. Young driver's deductible

If the driver of the vehicle has not yet reached the age of 25 at the time of the accident, the policyholder must bear an extra deductible of CHF 1000 for each claim. Vaudoise waives payment of this deductible where the insurance contract mentions an unspecified number of drivers or a driver below 25 years of age as the usual drivers of the vehicle.

#### 3. Cancelling the deductible

Any deductible normally payable by the policyholder is cancelled:

- when Vaudoise has had to make a settlement although no insured person was at fault;
- if a vehicle is driven unlawfully, where the keeper was in no way at fault regarding the removal of his vehicle;
- when an accident occurs during a driving lesson being given by an officially recognized driving instructor or during the official driving test.

**A5 Premium levels**

**1. Systems**

The insurance premium is regulated by the R System (see table below) or the Z System. The policy states the applicable system, the basic premium and the premium level applicable at the start of the insurance. For subsequent insurance periods, the premium level under the R System is dependent on any claims that may have been made, whilst that of the Z System is independent.

**2. R System**

Premium level	% basic premium
0	40
1	43
2	46
3	49
4	52
5	55
6	59
7	63
8	67
9	71
10	75
11	80
12	85
13	90
14	95
15	100
16	106
17	112
18	118
19	124
20	130
21	140
22	160
23	180
24	200

**Observation period**

Each observation period consists of 12 months, and runs from 1 September to 31 August.

**Modification in case of no claim**

If during an observation period when the insurance was in force no claim has been made for which Vaudoise has had to pay an indemnity or set up a reserve (Vaudoise's own expenses are not considered), the premium for the following insurance period will be set on the basis of the immediately lower premium level, unless the policyholder has already reached the lowest level.

**Modification following a claim**

Each claim for which Vaudoise has paid an indemnity or created a reserve results in a 5-step premium increase for passenger cars and motorcycles and a 4-step increase for other vehicles, up to the maximum level of 24. If a claim turns out to be without consequences, Vaudoise will rectify the premium level retrospectively.

**Exceptions**

The premium level is not affected by:

- claims for which Vaudoise has had to pay an indemnity although no insured person was at fault;
- cases of a vehicle being driven unlawfully where the keeper was in no way at fault regarding the removal of his vehicle;
- losses borne by the policyholder, provided that he reimburses indemnities paid by Vaudoise no later than 30 days after learning of the settlement.



	<p>Protecting the bonus</p> <p><b>3. Z System</b></p>	<p>If it is specifically stated in the policy, Vaudoise waives its right to increase the premium where a first claim occurs during an observation period, which would normally result in a change in the premium level as laid down in the preceding provisions.</p> <p>In addition, when the policyholder has been insured with Vaudoise with a premium level of «0» for at least two years, the maximum bonus is guaranteed for the entire duration of the contract. This guarantee is not granted for fleet contracts, however.</p> <p>Irrespective of the claims history, the premium remains fixed.</p>
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## B Comprehensive cover for accidental damage

<p><b>B1 Purpose of the insurance</b></p>	<p><b>1. Principle</b></p>	<p>The insurance policy covers accidental damage to the insured vehicle, to spare parts, accessories and tools forming an integral part of the said vehicle, where the damage is sustained against the will of the policyholder.</p>
	<p><b>2. Sums insured</b></p> <p>Passenger cars</p>	<p>Unless otherwise agreed, the sum insured covers any items of equipment or accessories not forming an integral part of the basic vehicle but for which an additional price has been paid, up to a maximum of 10% of the catalogue price of the insured vehicle.</p> <p><i>Accessories and devices that can also be used independently of the vehicle, such as telephones, GPS devices, are not covered by the insurance.</i></p>
	<p>Other vehicles</p>	<p>They must be declared at their as-new value, including all permanently fitted additional equipment and special accessories. Detachable equipment may be insured by means of a special agreement.</p>
	<p><b>3. Risks insured</b></p>	<p>The insurance policy covers the consequences of the following risks, provided that they have been selected by the policyholder and are mentioned in the policy document.</p>
	<p>Collision</p>	<p>Damage sustained as a result of a sudden, violent action from an external force, in particular damage caused by collision, falling, or getting stuck.</p> <p><i>Defective parts that are responsible for the damage are not insured.</i></p>
	<p>Theft</p>	<p>Loss, destruction or deterioration as a result of theft or robbery, including attempts to commit one of these acts.</p> <p><i>Damages resulting from fraudulent conversion or embezzlement are not covered.</i></p>
	<p>Fire and natural forces</p>	<p>Damage caused by fire of internal or external origin, lightning, explosions, as well as by a short circuit. During the warranty period cover is granted only if the policyholder is unable to make claims against the supplier/seller.</p> <p><i>Damage to batteries is excluded.</i></p> <p>The damage caused to the vehicle during the extinction of the fire is also insured. Damage to electronic and electromechanical modules, units and devices is insured if the cause does not stem from an internal defect.</p> <p><i>Defective parts that are responsible for the damage are not insured.</i></p> <p>Damage caused as a direct result of rockslides, falling stones, landslides, avalanches, snow load, storms (wind speed of at least 75 km/h), hail, high water and floods. This list is definitive.</p>

	<p>Glass breakage</p> <p>Glass breakage Plus</p> <p>Specific damages</p> <p>Parking damage</p> <p>Mobility</p> <p>Personal effects</p>	<p>Breakage of the windscreen, side and rear windows, and of the roof.</p> <p>Accidental damage that requires the windscreen to be repaired or replaced for security reasons is also insured.</p> <p>No indemnity will be paid if the repair or replacement is not carried out.</p> <p>Damage to headlamps, rear lights, indicators and rear view mirrors, provided that the repair or replacement takes place.</p> <p>The following types of specific damage:</p> <ul style="list-style-type: none"> <li>• damage caused by stone martens, including consequential damage;</li> <li>• damage resulting from a collision with an animal;</li> <li>• malicious action by third parties: wilful or malicious damage to antennas, rear-view mirrors, windscreen wipers or hubcaps, the puncturing of tyres and the introduction of harmful substances into the fuel tank. This list is definitive;</li> <li>• damage caused by a mass of snow or ice falling on the vehicle.</li> </ul> <p>as well as up to CHF 500, or CHF 1,000 if collision risk is insured:</p> <ul style="list-style-type: none"> <li>• punctures: coverage of the tyre repair costs, including mounting and balancing costs. If the tyre(s) cannot be repaired, compensation will be the replacement value, in line with the net market price.</li> </ul> <p>Vaudoise will be obliged to pay benefits only if its expert has been able to verify the damage.</p> <p>Vaudoise coverage is subsidiary to the guarantees of other providers.</p> <p>No benefit is paid if the remaining profile is less than 3 mm.</p> <ul style="list-style-type: none"> <li>• accidental damage arising in automatic washing facilities.</li> </ul> <p>Coverage will be granted, provided that the instructions of the washing facility have been followed.</p> <p>Damage caused to the parked vehicle by an unknown third-party:</p> <ul style="list-style-type: none"> <li>• with no fixed limit if collision risk is insured;</li> <li>• up to CHF 2,000 per case where collision risk is not insured.</li> </ul> <p>The cover is limited to 2 instances of parking damage per calendar year; this restriction also applies where alternate vehicles are used (interchangeable licence plates).</p> <p>If the policy expressly stipulates this, Vaudoise will pay the policyholder the agreed daily indemnity during the time that the vehicle is immobilized as a result of an insured damage, for a maximum of 40 days. The number of days for which an indemnity is payable is fixed by the expert and corresponds in principle to the duration of repairs in the case of a partial damage and to 10 days in the case of a total loss.</p> <p>Damage to items being transported by the insured vehicle, provided that this damage is consequent on the occurrence of one of the risks described above.</p> <p>In case of total loss, Vaudoise reimburses the cost of purchasing new items; in case of partial damage, the cost of repairs only.</p> <p>The theft of objects being transported by the insured vehicle and serving the personal needs of the occupants, provided that at the time they were stolen, these objects were locked inside the vehicle, or affixed to a luggage carrier equipped with locks.</p> <p>If the stolen goods are subsequently recovered, the indemnity paid must be refunded less an amount for any depreciation in value, or the goods must be turned over to Vaudoise.</p> <p>The indemnity per claim and per vehicle is limited to the amount stated in the policy.</p> <p><i>Cash, bank notes, securities, credit cards, works of art and jewellery, telephones, software and computer data, as well as items used for professional purposes are not insured.</i></p> <p><i>Coverage does not extend to motor vehicles, with the exception of electric bikes.</i></p>
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## B2 Insured benefits

After the occurrence of an insured loss, the insurance covers:

- the cost of repairs; the cost of temporary repairs is covered up to a maximum of CHF 500;
- towing costs to the nearest workshop able to carry out the repairs;
- the cost of changing locks if the vehicle's keys have been stolen;
- the cost of cleaning the interior of the vehicle if this is soiled while assistance was being given to the victims of an accident.

If no repairs are done following damage to a residential vehicle (e.g. caravan, camping-car), Vaudoise will only pay an indemnity for depreciation.

### 1. Pre-existing damage

If lack of maintenance, wear and tear or pre-existing damage have substantially raised the cost of the repairs or if the repairs have considerably improved the condition of the vehicle, the policyholder must bear a fair share of these costs, as determined by an expert.

A deduction may be made from the compensation in the event of a total loss, where there had been pre-existing damage. The deduction is equal to the cost of repairing the pre-existing damage multiplied by the rate corresponding to the basic value at the time of the loss.

### 2. Under-insurance

If the value of the vehicle used to calculate the premium is less than the catalogue price, damage (total or partial) will be indemnified, unless otherwise agreed, on the basis of the ratio of the declared value to the catalogue price. The catalogue price refers to the official catalogue price at the time the vehicle was first put on the road. If this does not exist, the price paid for the new vehicle will be used.

### 3. Form of indemnification

The insurance contract may be concluded with or without increasing the basic ASEAI/VFFS (Swiss Association of Independent Motor vehicle Experts) value of the vehicle. This basic value is determined on the basis of the vehicle's catalogue price, engine size, age and mileage.

The rules below also apply to insured additional equipment and special accessories that cannot be transferred to a new vehicle.

#### With basic value supplement

Where the insurance policy is concluded **with a basic value supplement**, the following is agreed: there is **total loss**:

- when the cost of repairs exceeds 60% of the indemnity calculated in accordance with the provision below, or
- if the stolen vehicle is not recovered within 30 days.

In the event of total loss, Vaudoise pays an indemnity equal to the basic value increased by the rate (a % of the vehicle's catalogue price), agreed in the policy, but at the most the price paid by the policyholder and at the minimum the market value at the time of the loss. The deductible is subtracted from the amount thus determined.

#### Without basic value supplement

If the insurance policy is concluded **without a basic value supplement**, the following is agreed: there is **total loss**:

- when the cost of repairs exceeds 80% of the vehicle's basic value or
- if the stolen vehicle is not recovered within 30 days.

In the event of total loss, Vaudoise pays compensation equal to the basic value.

### 4. Value of the wreck

If the value of the wreck is not deducted from the compensation, the wreck becomes the property of Vaudoise.

### B3 Exclusions

#### 5. Damage abroad

In the event of an insured loss Vaudoise will pay any customs duty for which the policyholder may be liable.

In the event of a loss occurring abroad Vaudoise will cover a total of up to CHF 1,000 per claim for:

- the expenses incurred by the driver and passengers of the insured vehicle as a result of the accident for one night's accommodation and the return journey to their domicile in Switzerland;
- the costs of transporting the vehicle to Switzerland if the policyholder is unable to bring it back.

*The use of a replacement vehicle is not covered.*

#### 6. VAT

Value added tax (VAT) is not reimbursed when the claimant can recover it from the tax authorities.

*In addition to the common exclusions set out in the General Provisions, the insurance policy does not cover theft and/or damage:*

*a resulting from the lack of oil, the absence or freezing of coolant;*

*b arising from the use of the vehicle immediately after an accident;*

*c occurring whilst participating in motor races, rallies and similar events, as well as while practising or driving (including upgrading sessions) on motor vehicle racetracks.*

*Nevertheless, damage occurring in the legal framework of compulsory driver training remains covered;*

*d occurring during requisition of the vehicle by the authorities;*

*e caused by earthquakes, volcanic eruptions, war-related events, strikes or events for which the legislation on nuclear energy establishes liability, unless the policyholder or the driver proves that the loss or damage is in no way connected with these events;*

*f in the event of civil unrest (acts of violence against persons or objects, mob gatherings, brawls or rioting) and the measures taken against them, unless the policyholder or the driver of the vehicle can satisfactorily show that they have taken all reasonable precautions to avert the damage.*

### B4 Deductibles

#### 1. Principles

Deductibles payable per claim apply only to insured damage due to collision or theft.

If the towing vehicle and its trailer or semi-trailer are insured with a deductible with Vaudoise, and if the two vehicles are damaged in one and the same incident, the policyholder will bear just one deductible. If the deductibles are not identical, the higher one is applied.

#### 2. Case when the deductible is not subtracted

In the event of theft, the deductible is not subtracted if at the time of the theft the insured vehicle was in a private, locked garage or in a parking facility under surveillance.

No deductible applies to damage resulting from an attempted theft, or to the cost of changing locks if the vehicle's keys have been stolen.

In the event of a collision caused by an identified responsible third-party where no fault is attributable to an insured person, the deductible is not subtracted.

**B5 Premium levels**

**1. Systems**

The insurance premium for collision risk is regulated by the E System (see table below) or the Z System. The policy states which system applies, the basic premium and the premium level applicable at the start of the insurance. For subsequent insurance periods, the E System premium level is dependent on the claims history, whilst that of the Z System is independent.

**2. E System**

Premium level	% basic premium
0	30
1	34
2	38
3	42
4	46
5	50
6	54
7	62
8	70
9	80
10	90
11	100
12	110
13	120
14	130

**Observation period**

Each observation period runs from 1 September to 31 August of the following year.

**Modification in case of no claim**

When there has been no claim requiring Vaudoise to pay an indemnity or set up a reserve during an observation period covered by the insurance, the premium for the following insurance period will be reduced to the next premium level down, unless the policyholder has already reached the lowest level.

**Modification following a claim**

Each claim for which Vaudoise has paid an indemnity or created a reserve results in a 3-level premium increase when the indemnity paid does not exceed CHF 3,000 and a 4-level increase when the indemnity is more than CHF 3,000, up to the maximum level (premium level 14). If a claim turns out to be without consequences, or if the net amount of the benefits so warrants, Vaudoise will rectify the premium level retrospectively.

**Exceptions**

The premium rate is not affected by:

- losses borne by the policyholder, provided that he reimburses indemnities paid by Vaudoise no later than 30 days after learning of the settlement;
- claims relating to risks other than collision;
- claims relating to the collision risk where no fault is attributable to an insured person.

**Protecting the bonus**

If it is specifically stated in the policy, Vaudoise waives its right to increase the premium where a first claim occurs during an observation period, which would normally result in a change in the premium level as laid down in the preceding provisions.

In addition, when the policyholder has been insured with Vaudoise with a premium level of «0» for at least two years the maximum bonus is guaranteed for the entire duration of the contract. This guarantee is not granted for fleet contracts, however.

**3. Z System**

The premium remains fixed irrespective of claims history.

## B6 Motorcycle insurance

The following provisions are applicable as a partial exception or as a complement to those in B1, B2 and B3:

### 1. Sums insured

Unless otherwise agreed, the sum insured includes any accessories not forming an integral part of the vehicle's basic equipment but for which an additional price has been paid, up to a maximum of 10% of the catalogue price of the insured vehicle. Security equipment and devices that can also be used independently of the vehicle, such as telephones, GPS devices, are not considered to be vehicle accessories.

### 2. Insured risks

#### Glass breakage

Breakage to parts of the motorcycle made of glass or materials used in place of glass, including headlamps, rear lights, indicators and rear-view mirrors.

No indemnity will be paid if the repair or replacement is not carried out.

#### Personal effects

The following safety equipment is also covered: helmets, protective clothing, overalls, including protective items, boots and gloves.

In the event of theft, personal effects and security equipment are covered only on condition that at the time of the theft, they were in properly locked containers and affixed to the motorcycle. The theft of a helmet is also insured if it had been attached to the motorcycle with a helmet lock.

Damage to a mobile telephone as the result of a fall from a motorcycle is also insured if the risk of collision is insured.

### 3. Form of indemnification

#### With basic value supplement

If the insurance is concluded **with a basic value supplement** in the event of a total loss during the 12 months following the time the vehicle was first put on the road, Vaudoise will pay compensation equal to the catalogue price of the insured vehicle, but the maximum will be the price paid by the policyholder and the minimum the market value at the time of the loss. The deductible is subtracted from the amount thus determined.

### 4. Exclusions

*The following are not covered:*

*a the theft of the vehicle if it was not being kept in a locked place or if no anti-theft system had been in use;*

*b damage to the security equipment when the damage is merely in terms of appearance and does not affect the effectiveness of the protection.*

### 5. Combined discount

When the policyholder also has a passenger car, a utility vehicle or a tractor insured with Vaudoise, and is named as the main driver on one of these contracts as well as on the contract covering the motorcycle, he will benefit from a premium discount on the contract covering the motorcycle. Should one of the above conditions be no longer met, the discount is automatically discontinued.

This discount is not granted for fleet contracts.

## C Occupants' accident insurance

<b>C1 Definitions</b>	<b>1. Accident</b>	An accident is described as a sudden, involuntary, harmful action applied to the human body from an extraordinary external source.
	<b>2. Occupants and passengers</b>	The term «occupants» designates all persons, including the driver, who are present in the insured vehicle. The term «passenger» indicates the persons described above, except the driver.
<b>C2 Insured persons</b>	<b>1. Principle</b>	The insurance covers all the appropriately seated occupants of the insured vehicle.
	<b>2. Options</b>	The policyholder may limit coverage: <ul style="list-style-type: none"><li>• to passengers;</li><li>• to the driver and, for vehicles other than motorcycles, to the keeper if he is a passenger in the insured vehicle and provided that there is no passenger insurance in place.</li></ul>
<b>C3 Insured risks</b>	<b>1. Principle</b>	<p>The insurance extends to accidents that occur when the insured vehicle is in use, whether during the trip, or while getting in or out of the vehicle.</p> <p>If passenger insurance has been taken out, accidents suffered by anyone assisting the occupants of the vehicle are also covered. The guarantees provided for passengers apply by analogy.</p>
	<b>2. Extended cover</b>	<p>The following are insured only by special agreement and at an additional premium:</p> <ul style="list-style-type: none"><li>• accidents that occur while the vehicle is rented out to third parties who are driving themselves;</li><li>• persons being transported for a charge.</li></ul>
<b>C4 Exclusions</b>		<p><i>In addition to the common exclusions in E10, cover does not include accidents that happen:</i></p> <ul style="list-style-type: none"><li><i>a to persons using the vehicle without permission;</i></li><li><i>b during participation in motor races, rallies and similar events, as well as while practising or driving (including upgrading sessions) on motor vehicle racetracks. Nevertheless, damage occurring in the legal framework of compulsory driver training remains covered;</i></li><li><i>c as a result of war-related events:</i><ul style="list-style-type: none"><li><i>• in Switzerland or Liechtenstein;</i></li><li><i>• in foreign countries, unless the accident occurs in the 14 days following the start of such events in the country where the insured person is staying, and provided he/she was taken unawares there by the outbreak of these events;</i></li></ul></li><li><i>d in the event of civil unrest (acts of violence against persons or objects, riotous assemblies, riots or disturbances) and the measures taken against them, unless an insured person can satisfactorily show that he has taken no active part in these disturbances alongside the troublemakers or that he has not encouraged them;</i></li><li><i>e while the vehicle is officially requisitioned;</i></li><li><i>f during earthquakes in Switzerland or Liechtenstein;</i></li><li><i>g as a result of events for which the legislation on nuclear energy establishes liability.</i></li></ul>

## C5 Benefits

### 1. Death

In the event of death occurring immediately or within 5 years of the date of the accident, and where the death is a direct result of the said accident, Vaudoise pays the lump sum envisaged for this eventuality to the insured person's legal heirs.

If there are no legal heirs, Vaudoise will bear only the funeral expenses, provided that they have not been defrayed by an insurer or by a liable third-party, and will do so up to the equivalent of 10% of the lump sum envisaged in the event of death.

The insured capital is increased by 50% if at the time of death the insured had at least two underage children.

For children who have not reached the age of 16 at the time of their death, the capital due in the event of death may in no case exceed CHF 10,000.

### 2. Disability

If the accident causes a presumed permanent disability in the 5 years following the date of the accident, Vaudoise will pay a disability lump sum corresponding to the degree of disability determined in line with the principles of the Swiss Federal Law on Accident Insurance (LAA/UVG), the agreed sum insured and the calculation method indicated below.

In the event of simultaneous loss or loss of use of several parts of the body, the degree of disability will be determined by adding together the percentage rates; the degree of disability may never exceed 100%, however.

#### Disfigurement

If the accident has caused serious and permanent injury to the body (disfigurement, for example, scarring) that does not give entitlement to disability lump sum, but nevertheless constitutes prejudice to the insured person's economic future or social position, Vaudoise will pay compensation equal to 10% of the sum insured for disability mentioned in policy, if it is a facial disfigurement, and 5% when the injury affects other normally visible parts of the body. The benefits payable for such damages may in no case exceed CHF 20,000.

#### When benefits are payable

The benefits that are due become payable once the presumed permanent disability or the disfigurement has been determined and the payment of any daily allowance has ceased.

#### Calculation method

- The Vaudoise settlement is based on the following:
- the agreed sum insured where the degree of disability is less than or equal to 25%;
  - twice the agreed sum insured where the degree of disability lies between 25.1% and 50%;
  - three times the agreed sum insured where the degree of disability is greater than 50%.

If the insured is already 65 years of age at the time of the accident, the Vaudoise settlement is based on the agreed sum insured.

### 3. Inability to work

#### Total

In the event of inability to work owing to temporary total disability, Vaudoise pays an agreed daily allowance for each day of the year.

#### Partial

In the event of partial inability to work, the daily allowance is reduced to an amount corresponding to the degree of inability.

#### Duration

This allowance is paid during the period of necessary medical treatment, but for a maximum of 5 years as from the date of the accident. The payment of this allowance ceases once the disability capital has been paid.

No benefit is paid out for the day of the accident.

#### Exclusion

*No daily allowances are paid to children under the age of 16.*



C6 Special provisions	<b>4. Hospitalization allowance</b>	For the duration of hospitalization or of other admissions for treatment, but up to a maximum of five years as from the date of the accident, Vaudoise will pay the flat rate provided for in the policy as an additional hospitalization allowance.
	<b>5. Medical costs</b>	For 5 years following the date of the accident, and with no set maximum, Vaudoise will meet the costs required for medical treatment given or ordered by a doctor or a qualified dentist, the costs of hospitalization (private ward) and treatment, accommodation and board for medically prescribed courses of treatment being followed with the consent of Vaudoise in a specialized establishment, the cost of the services of qualified nursing staff who are not part of the family of the insured person or nursing staff provided by an official private institution, and costs for the rental of patient aids.  In case of dental injury to children and young people, Vaudoise refunds the cost of necessary interim treatment as well as the cost of definitive restoration work, even after expiry of the 5-year period counted from the date of the accident, though at the latest, until the insured person reaches the age of 22. At the request of the policyholder, an indemnity may be paid immediately based on a quote.
	Additional expenses	Vaudoise will bear the cost of the initial purchase of prostheses, spectacles, hearing aids and orthopedic aids and also of their repair or replacement (as-new value), if they were damaged or destroyed in an accident necessitating the treatments described above.
	Transportation	The insurance covers the costs of transporting the insured person necessitated by medical treatment.  Also insured is the cost of transporting the body of the insured person to his domicile in Switzerland; if the person dies outside Switzerland, Vaudoise will also bear the cost of the official and administrative formalities for repatriating the body.
	Searches	Vaudoise will bear the costs paid, up to a maximum of CHF 20,000: <ul style="list-style-type: none"> <li>• for operations to recover a body, where death is the result of an insured accident;</li> <li>• for search and rescue operations for the insured person.</li> </ul>
	Transfer and repatriation	Vaudoise also guarantees payment of up to CHF 5,000 per insured person and per accident for: <ul style="list-style-type: none"> <li>• the cost of transferring a wounded insured person to his domicile or to a hospital of his choice;</li> <li>• the cost of repatriating an insured person following an accident abroad;</li> <li>• damage to the clothing being worn by a wounded insured person.</li> </ul>
	<b>6. Domestic animals transported</b>	If a domestic animal is injured in an accident that occurs while it is being transported in an insured vehicle, Vaudoise will reimburse the cost of veterinary care up to CHF 2,500 per animal, but up to a maximum of CHF 5,000 per event. This cover applies to passenger cars only. <i>Transportation in trailers is excluded.</i>
	<b>1. Double insurance</b>	Where medical expenses are covered by several insurance policies, all the benefits together may not exceed the total expenses actually incurred as a result of the accident. Vaudoise will participate only on the basis of the ratio of the benefits insured by it to the overall amount of benefits guaranteed by all the insurers.  When the medical expenses are insured under the Swiss Federal Law on Accident Insurance, the Swiss Federal Law on Health Insurance, the Swiss Federal Law on Military Insurance, the Swiss Federal Law on Disability Insurance or a foreign social security insurance, Vaudoise participates only on a supplementary basis. <i>Deductibles, participations and statutory deductions are not covered.</i>

**2. Influence of non-accident-related factors**

The benefits are reduced proportionally when the health damage is only due in part to the accident.

**3. Liable third-party**

If the medical expenses have been defrayed by a liable third-party or his insurer, they are not reimbursed on the basis of this contract. If Vaudoise must stand in for the liable party, the insured must transfer his entitlements to Vaudoise up to the amount borne by Vaudoise.

**4. Imputation**

When the daily allowances or capital benefits coincide with claims for damages against the keeper, the latter are imputed only if it is the keeper or the driver who must personally satisfy those claims. In the other cases, the cumulation of these insurance benefits is admissible.

## D Legal protection

<p><b>D1 Insured persons</b></p>		<p>The following are insured:</p> <ul style="list-style-type: none"> <li>• the policyholder in his capacity as owner, keeper, driver or passenger of the insured motor vehicle;</li> <li>• any driver authorized to use the insured motor vehicle (except as a lessee) as well as its passengers, when making journeys with the aforementioned vehicle.</li> </ul>
<p><b>D2 Scope of the insurance</b></p>	<p><b>1. Principle</b></p> <p><b>2. Juris Help</b></p> <p>Criminal defence</p> <p><b>3. Juris Classic</b></p> <p>Criminal defence</p> <p>Criminal complaint</p> <p>Entitlement to damages</p> <p>Withdrawal of driving licence</p> <p>Entitlement to social insurance</p> <p>Entitlement to other insurance</p> <p>Patients' rights</p> <p><b>4. Juris Plus</b></p> <p>Law of contracts related to vehicles</p> <p>Garage and parking space</p>	<p>The insurance is valid for incidents occurring with the insured motor vehicle for the duration of the contract. The need for legal protection (trigger) must also arise during the term of the contract.</p> <p>The contract details the cover that may be granted (Juris Help, Juris Classic or Juris Plus).</p> <p>Orion grants legal protection to the insured person in the following legal area:</p> <ul style="list-style-type: none"> <li>• if criminal proceedings are instigated against the insured subsequent to a road traffic accident or in the case of an infringement of road traffic regulations.</li> </ul> <p>Orion grants legal protection to the insured person in the following legal areas:</p> <ul style="list-style-type: none"> <li>• if criminal proceedings are instigated against the insured subsequent to a road traffic accident or in the case of an infringement of road traffic regulations;</li> <li>• filing a criminal complaint where this is necessary to enforce claims for damages in line with the following heading (except in cases concerned with defamation);</li> <li>• claiming extra-contractual damages for material and physical losses (physical injury/death) as well as for pecuniary losses resulting directly from these, which the insured suffers as a consequence of a road traffic accident (except in cases concerned with defamation);</li> <li>• in the case of procedures concerning the withdrawal of a driving licence or a road licence;</li> <li>• disputes concerning entitlement to social insurance with insurance institutions, pension funds and contributory health insurance funds subsequent to an insured road traffic accident;</li> <li>• disputes arising from insurance contracts with private insurance institutions subsequent to an insured road traffic accident;</li> <li>• disputes with doctors, hospitals and other medical institutions concerning injuries due to an insured road traffic accident.</li> </ul> <p>Orion grants legal protection to the insured person in the above-mentioned areas as well as in the following legal areas:</p> <ul style="list-style-type: none"> <li>• disputes relating to an insured vehicle arising from the following contracts (including accessories, such as child car seats, car radios, etc.): purchase, sale, hire, loan, leasing, storage, repair order;</li> <li>• disputes as the permanent lessee of a garage or parking space for the insured vehicle.</li> </ul>

### D3 Exclusions

*The following are not covered (all the exclusions take precedence over the provisions of Art. D2):*

- *all the capacities of the insured not mentioned in Art. D1, as well as all legal areas not specifically mentioned as covered in Art. D2;*
- *cases of disputes regarding claims assigned to an insured person or assigned by an insured person;*
- *defence against claims for extra-contractual damages filed by third parties;*
- *cases relating to acts of war, riots, strikes, lock-outs as well as those arising from participation in brawls and fights;*
- *cases against another person insured under this contract or against their third-party liability insurance (this exclusion does not apply to the policyholder himself);*
- *legal protection in relation to the recovery of undisputed debts;*
- *disputes relating to the debt enforcement and bankruptcy law (means of recovery resulting from insured cases in accordance with D4, 6th indent remain insured);*
- *disputes with Orion, its organs and collaborators;*
- *cases where the driver uses a vehicle that is not permitted to be used on the road, which does not have valid licence plates or which he is not authorized to drive, as well as cases where he is not in possession of a valid driving licence;*
- *cases of proceedings to obtain or convert a driving licence as well as proceedings to recover a driving licence withdrawn by an order that has been enforced;*
- *cases relating to active participation in motor sports competitions or races, including training for these;*
- *cases relating to the purchase or sale of vehicles and accessories, when the insured engages in this activity commercially, and as the owner or keeper of vehicles used commercially such as taxis, buses, delivery vehicles, trucks, driving school vehicles, etc.;*
- *cases of charges brought due to exceeding maximum permitted speed limits of 30 km/h in a town, 40 km/h outside town and on a semi-motorway, and of 50 km/h on a motorway;*
- *cases of re-offending after being charged with drunk-driving or driving under the influence of medication or drugs, as well as with refusing to undergo a blood test;*
- *cases of breaching the road traffic regulations governing the stopping or parking of vehicles.*

### D4 Insured benefits

In insured cases, Orion will meet costs up to an amount of CHF 250,000 per case (CHF 50,000 for cases where the place of jurisdiction is outside Europe) as follows:

- handling of cases by Orion;
- lawyers' costs, costs of assistance in the case of a trial, or those of a mediator;
- costs of any expert opinion ordered by a court or with the agreement of Orion;
- legal fees or other court costs to be met by the insured, including advances;
- court costs awarded to the opposing party and charged to the insured, including securities;
- the costs of recovery of a debt owed to the insured subsequent to an insured case, until the issuance of a provisional or definitive certificate of unsatisfied claims, a request for a stay of bankruptcy, or an order to pay or risk being adjudged bankrupt (*commination de faillite*);
- advances of bail payments after an accident so as to avoid being remanded in custody.

All disputes having the same origins or being directly or indirectly related to the same event are considered as just one insured case. The insured sum is granted only once per case, even if different legal areas are involved. Security payments and advances are to be wholly imputed to the insured sum, and must be reimbursed to Orion.

If an event involves several persons insured under the same contract or under different contracts, Orion has the right to limit benefits to out-of-court representation until a test case is conducted by lawyers selected by it. Besides, the benefits are added together for all the persons insured under the same contract.

## Exclusions

The following are generally not paid for:

- fines;
- the costs of blood alcohol level analyses and drugs tests ordered by the criminal or administrative authorities, or for medical or psychological examinations and measures relating to education in the rules of the road;
- damages;
- the costs and fees arising from the initial criminal court ruling (e.g. a penalty notice or notice of a fine) or administrative ruling (e.g. a warning, withdrawal of driving licence, education in the rules of the road, etc.) with regard to traffic offences. These costs are to be defrayed by the insured even in the event of an appeal;
- the fees and costs to be borne by a third-party, by a person with public liability, or by a public liability insurer; in such cases Orion will pay advances only;
- the fees and costs relating to bankruptcy proceedings and composition proceedings as well as proceedings relating to claims, the contesting of claims and the contesting of collocation plans;
- translation and travel costs.

## D5 Occurrence of insurance cases

The legal case is deemed to occur:

- entitlement to damages and insurance: at the time of the road traffic accident;
- criminal law: at the time of the actual or alleged infringement of penal provisions;
- in all other cases: at the time of the actual or alleged violation of legal provisions or contractual obligations, unless the insured has been able to detect beforehand that legal disputes could arise. If applicable, the time when the insured was able to make this detection will be decisive.

## D6 Settlement of insurance cases

Orion determines the procedure to be followed in line with the interests of the insured. It will conduct negotiations with a view to reaching an amicable settlement of the case and will propose mediation where appropriate. The decision to consult a lawyer or a mediator as well as to obtain an expert opinion rests with Orion. The latter may limit the guarantee of coverage in terms of both content and the sum involved.

If the insured engages a lawyer, a legal representative or a mediator before declaring the case, the costs arising before the declaration of the case will be insured up to the amount of CHF 500 only. Fee agreements require the prior consent of Orion. If the insured agrees on a premium for the lawyer in the event of a successful outcome, this will not be borne by Orion.

Orion allows the insured the free choice of the lawyer when such a representative must be engaged for a civil or administrative suit, as well as in the case of a conflict of interests. In the case of a change of representative by the insured, the latter will have to meet any resulting additional costs. Orion reserves the right to reject the lawyer proposed by the insured. The latter may then propose three lawyers from different firms, from amongst whom Orion will choose one who will handle the case. The rejection of a lawyer needs not be justified.

The insured must provide Orion with all requisite information and powers of attorney. All documents relating to the case such as orders concerning payment of fines, summonses to appear, judgements, exchanges of correspondence, etc. must be sent to Orion immediately. If a lawyer is engaged, the insured must authorize him to keep Orion abreast of the case and in particular to furnish Orion with documents enabling it to examine the insurance cover or the trial's chances of success. If the insured breaches these obligations to collaborate despite Orion's request to that effect, Orion will order the insured to comply within a reasonable timeframe. Once this time limit has passed the insured will lose all entitlements to insurance benefits.

The insured may not conclude transactions that entail obligations for Orion without the latter's agreement.

Court and legal expenses awarded to the insured (in or out of court) will accrue in full to Orion up to the amount of the benefits provided.

## D7 Differences of opinion

In the event of diverging opinions on the procedure to be followed in a covered case or on the chances of success of an insurance case, Orion will notify the insured immediately of the grounds for its legal position and will inform him of the option open to him to request arbitration proceedings within 20 days. If the insured does not request arbitration proceedings within this period, he will be deemed to have waived this option. As from the receipt of the refusal, the insured will himself have to take all the necessary measures to defend his interests. Orion is not liable for the consequences of any errors committed in the defence of his interests, and in particular not for any failure to comply with time limits. The costs of these arbitration proceedings are payable in advance in equal parts by both parties, and will be awarded to the losing party. Should one party fail to pay this advance, it will be deemed to accept the position taken by the other party.

The parties will jointly designate a sole arbitrator. The procedure will be limited to a single exchange of correspondence comprising the reasoned demands of the parties and their evidence, on which basis the arbitrator will rule. For the rest, the provisions of the Civil Procedure Code (CPC) will apply.

If, upon refusal of insurance benefits, the insured brings an action at his own expense and obtains an outcome more favourable to him than the reasoned solution laid out in writing by Orion or than the results of the arbitration proceedings, Orion will meet the costs incurred, as if it had given its approval.

## E General provisions

### E1 Territorial validity

#### 1. Principle

The insurance covers damage caused during its period of validity in the territories of Switzerland, Liechtenstein and all countries listed on the «Green Card». In the event of overseas transport, coverage will not be interrupted if the point of departure and that of destination lie within the geographical scope of coverage.

#### 2. Transfer of domicile

When the policyholder transfers his domicile away from Switzerland, or obtains foreign licence plates for the insured vehicle, the policy expires at the end of the year in which these changes occur. Vaudoise allows early termination effective as of the date of receipt of the request from the policyholder, but at the earliest as of the date on which the licence plates are deposited.

### E2 Effective date

#### 1. Principle

Vaudoise and Orion become liable as of the date mentioned on the certificate of third-party liability insurance, or in its absence, on the date mentioned in the policy. If there is no written agreement, only third-party liability insurance is provided, within the limits of the legal guarantees.

#### 2. Provisional comprehensive cover for passenger cars and motorcycles

In the absence of a written agreement, passenger cars whose catalogue price does not exceed CHF 180,000 and motorcycles whose catalogue price does not exceed CHF 40,000 are given comprehensive accidental damage insurance cover for 21 days as of the effective date of the certificate of insurance, as stipulated hereunder:

- vehicles that have been on the road for 36 months or less: collision cover (with a deductible of CHF 1,000), theft, fire and natural forces, glass breakage and specific damage;
- vehicles (on the road for 37 months or more and up to 20 years): In the case of a new contract, cover is granted for theft, fire and natural forces, glass breakage and specific damage. In the case of a contract that has been replaced at Vaudoise, the cover is limited to the risks of accidental damage insured under the previous contract.

This cover is subject to the conclusion of comprehensive insurance, in the 21 days from the effective date of the certificate of insurance, for the same risks that were subject to the provisional cover.

E3 Term of the contract	3. Refusal of risks	Vaudoise is entitled to refuse to cover the proposed risks until the policy document or endorsements have been received. If it exercises that right, its liability ceases 3 days after the policyholder receives the notice of refusal. The premium remains due on a pro rata basis until the insurance ceases.
	1. Conclusion	The policy is concluded for an initial period that expires at midnight on the date specified in the contract.
	2. Automatic renewal	Unless agreed otherwise, the policy is automatically renewed from year to year if it is not terminated; termination has to be via registered mail 3 months before the policy renewal date. To be valid, the termination must be received by Vaudoise or the policyholder no later than the day before the start of the three-month period.
E4 Premiums	1. Payment	<p>Unless otherwise agreed, the premium is set per insurance period. The first premium is due on the date of receipt of the premium statement. Subsequent premiums are payable in advance by the due dates mentioned in your policy document, at the Vaudoise head office or at one of its agencies in Switzerland.</p> <p>If the policy provides for payment in several instalments, the corresponding fees must be paid.</p>
	2. Reminders	<p>In the event of non-payment, the policyholder will receive a written reminder, at his expense, requesting payment within 14 days of the date of dispatch of the reminder and informing him of the consequences of non-payment.</p> <p>If there is no response to the reminder, Vaudoise and Orion will suspend their liability as from the expiry of the reminder period and until the premiums and fees are paid in full.</p> <p>If the policyholder makes a partial payment after the reminder, that payment will be credited to the premium for third-party liability, then to the premium for accidents to occupants and lastly, to the premium for comprehensive cover. For each of these types of cover, the liability of Vaudoise will resume when the premium and corresponding fees are fully paid up.</p>
	Fees	Fees are invoiced for reminders (maximum CHF 50), the withdrawal of licence plates (maximum CHF 100) and applications for the commencement of enforcement proceedings (maximum CHF 100).
	3. Refund	If the premium has been paid in advance for a specific period of insurance, and if for any reason the contract is cancelled before the expiry of the said period, Vaudoise will refund the policyholder the «unused» part of the premium. Premium instalments not yet due will not be collected.
	Exceptions	<p>The full premium is payable, however, in the following circumstances:</p> <ul style="list-style-type: none"> <li>• if after suffering damages the policyholder cancels the insurance contract within the year (365 days) following the conclusion of the contract;</li> <li>• the contract becomes null and void following the disappearance of the risk, after Vaudoise has paid out benefits.</li> </ul>

## E5 Modification of the tariff

- 1. Adjustment**

Should there be a change in premiums, the system of premium levels or the regulations on deductibles, Vaudoise may require the contract to be adjusted, with effect from the next insurance year.
- 2. Duty to inform**

Vaudoise must notify the policyholder of the new contractual provisions at the latest 25 days before expiry of the insurance year.
- 3. Right of cancellation**

In the case of an increase in premiums and in the case of modification of the premium level system or of the regulations on deductibles, the policyholder will then be entitled to terminate the contract either in respect of that part that has changed or in its entirety, at the end of the current insurance year. Should the policyholder opt for this course of action, the contract ceases at the end of the insurance year, to the extent determined by him. To be valid, Vaudoise must receive the notice of termination no later than the last day of the insurance year.

**Exception**

If the insurance cover is regulated by the law and an official body orders changes in the premiums, deductibles, compensation limits, scope of cover or the taxes and fees, Vaudoise can alter the contract at the beginning of a new insurance year. In such a case, the policyholder has no right to cancel the contract.
- 4. Acceptance**

If no notice of termination is given, the policyholder will be deemed to have accepted the modification of the contract.

## E6 Suspension of insurance cover

- 1. Principle**

If the motor vehicle is taken out of service and the licence plates returned to the appropriate authority, the occupants' accident insurance cover and legal protection will be suspended altogether. Third-party liability and comprehensive/collision cover remain in effect for a maximum of six months as from the date the licence plates are deposited, but are applicable only to damage that does not occur on a public road. Comprehensive cover for other insured risks remains in effect for 12 months.

Full insurance cover will resume only following agreement between the parties.
- 2. Interchangeable licence plates**

In the event of a change from interchangeable plates to individual plates, the excluded vehicle is covered in the manner described above, provided that the keeper or owner remains unchanged.
- 3. Discounts**

If the licence plates are deposited for at least 14 consecutive days, Vaudoise will grant the policyholder a premium discount in respect of the suspension when insurance cover is resumed. This discount is calculated on a pro rata basis, with the deduction of a suspension charge of CHF 20.

## E7 Change of keeper

- When the vehicle changes keepers, the rights and obligations arising from the contract are transferred to the new keeper, provided that:
- he does not reject the transfer of contract in writing and within 30 days;
  - the new vehicle registration document is not issued on the basis of another insurance contract.
- Vaudoise may terminate the contract in writing within 14 days as from the time it learns of the change of keeper. In such a case, the insurance cover ceases 4 weeks after the new keeper receives the notice of cancellation.



<p><b>E8 Replacement vehicle</b></p>		<p>If the policyholder uses a replacement vehicle of the same category and value, with the written permission of the competent authority and using the licence plates of the insured vehicle, the policy covers the replacement vehicle only. Nevertheless, the vehicle mentioned in the policy remains insured against the risks included under comprehensive cover (excluding collision) provided for in the contract.</p> <p>If the use of the vehicle had not been authorized, Vaudoise or Orion will be released from any liability towards the insured.</p> <p>Insurance cover for the replacement vehicle will cease as soon as the replaced vehicle is being used again with its own licence plates or if the insured person stops using the replacement vehicle.</p>
<p><b>E9 Licence plates</b></p>	<p><b>1. Interchangeable licence plates</b></p> <p><b>2. Professional plates</b></p>	<p>The policy covers the vehicles mentioned in it, in accordance with the following rules:  a it will be fully effective for the vehicle bearing licence plates as prescribed by law;  b for the vehicle not fitted with licence plates, occupants' accident insurance is suspended and third-party liability, comprehensive and legal protection cover will be applicable only if the damage occurs away from a public road.</p> <p>Vaudoise is liable only in case of accidents caused or suffered by the vehicle used and equipped, as prescribed by law, with professional plates whose number is mentioned in the policy document. This rule applies to all insured risks.</p>
<p><b>E10 Exclusions common to all risks</b></p>		<p><i>No benefits are payable:</i></p> <p><i>a if the driver of the insured vehicle does not have a valid driver's licence or if he is not accompanied as stipulated by the law. However, the third-party liability of the persons who make the vehicle available to such a driver as well as comprehensive cover are insured if these persons could not have known these facts while being sufficiently attentive in the circumstances;</i></p> <p><i>b if the damage occurs during a journey that is not officially authorized;</i></p> <p><i>c subject to any agreement to the contrary, when the vehicle is used for the commercial transportation of persons or is hired out commercially.</i></p> <p><i>Under third-party liability insurance, these exclusions may not be invoked against the injured party, but Vaudoise has a right of recourse.</i></p>
<p><b>E11 Gross negligence</b></p>	<p><b>1. Principle</b></p> <p>Exceptions</p> <p><b>2. Renunciation</b></p> <p><b>3. Legal protection</b></p>	<p>Vaudoise renounces both its right of recourse and its right to reduce benefits when the policyholder or the rightful claimant has caused an accident through gross negligence.</p> <p>Vaudoise reserves these rights regarding both third-party and comprehensive cover if the damage was caused when the driver was, in the sense of the law, under the influence of alcohol, drugs or medication, unable to drive for other reasons, or he/she was breaking the speed limit in the sense of Art. 90, para. 4, Swiss Federal Law on Road Traffic; LCR/SVG.</p> <p>Moreover, if the legal provisions so require, Vaudoise will take recourse in accordance with these.</p> <p>This insurance protection may be waived at the request of the policyholder. In such a case, Vaudoise will exercise its contractual or legal right of recourse or to reduce benefits in respect of third-party and comprehensive cover in the event of a claim arising from gross negligence on the part of the policyholder or the driver.</p> <p>With regard to legal protection, Orion expressly renounces its right under the Federal Law on Insurance Contracts to reduce its benefits in the event of an accident caused by gross negligence, except in the case of a final judgment for driving while intoxicated, under the influence of medication or narcotics, and in the case of refusal to undergo a blood test.</p>

<b>E12 Infringement of contractual obligations</b>	If an insured person contravenes the obligations imposed, Vaudoise and Orion will be released from their commitments. This sanction is not incurred if the circumstances are such that the blame cannot be imputed to the policyholder or the rightful claimant. Insolvency of the payer of the premium does not excuse the delayed payment thereof.
<b>E13 Communications</b>	<p>All communications to Vaudoise must be addressed either to its head office in Lausanne, or to one of its agencies in Switzerland.</p> <p>All communications to be dispatched by Vaudoise are validly sent to the most recent address given by the policyholder or the rightful claimant.</p>
<b>E14 Jurisdiction</b>	For all disputes arising out of this contract, Vaudoise and Orion acknowledge the rightful claimant's entitlement to choose between the ordinary place of jurisdiction and that of his domicile in Switzerland or in Liechtenstein.
<b>E15 Economic, commercial and financial sanctions</b>	Insurance cover is not granted insofar as, and for as long as, legally applicable economic, commercial or financial sanctions oppose the provision of the contractual benefit.
<b>E16 Applicable law</b>	The proposal, conditions of insurance, as well as the Federal Law on Insurance Contracts form the basis of this contract.

## F In the event of a claim

<b>F1 General principles</b>	<p>The insured person is required to notify Vaudoise immediately:</p> <ul style="list-style-type: none"> <li>• when an event occurs whose consequences could involve the insurance;</li> <li>• when criminal proceedings are instigated against him, or judicial or extrajudicial liability claims are made against him as a result of this event.</li> </ul>
<b>F2 Special provisions</b>	<ol style="list-style-type: none"> <li data-bbox="287 1366 1455 1523"><b>1. Third-party liability insurance</b> In the event of death (even if the accident has already been announced), Vaudoise must be notified immediately, with an indication of the names and addresses of the policyholder and of the victim as well as the date and place of the accident.</li> <li data-bbox="287 1523 1455 1680"><b>2. Comprehensive accidental damage insurance</b> An estimate must be submitted to and approved by Vaudoise before the vehicle is repaired. This provision does not apply to temporary repairs of up to CHF 500 (as per B2).  In case of theft, the policyholder must also immediately notify the police.</li> <li data-bbox="287 1680 1455 2110"><b>3. Occupants' accident insurance</b> In the event of the death of an insured person, notification must be made in time to allow for a post-mortem before burial, if necessary. If this is not the case, or if the rightful claimants are opposed to the post-mortem, Vaudoise will not be liable for any indemnity.  The insurer reserves the right to have the insured person examined, at its expense, by a qualified doctor of its choice. The insured loses his right to benefits if he refuses such an examination or does not follow medical advice.</li> </ol>

### F3 Settlement of third-party claims

At their discretion, Vaudoise will hold talks with the injured party, either as the representative of the insured or on its own behalf. In the event of an accident abroad Vaudoise will be authorized to give a mandate to the competent authorities under the «Green Card» system or under an international agreement or by virtue of foreign compulsory insurance laws. The settlement of the injured party's claims by Vaudoise will be binding on the insured person in all cases.

The insured person must assist Vaudoise in ascertaining the facts and refrain from giving any personal opinion on the injured party's claims (contractual fidelity). In particular, the insured person may not admit liability claims or make any payments to the injured party. Vaudoise may conduct a civil lawsuit if applicable.

### F4 Termination

#### 1. Principle

Following each incident for which an indemnity is claimed, Vaudoise and the policyholder may terminate the contract:

- Vaudoise, at the latest when the indemnity is paid (or before Orion pays for the incident);
- the policyholder at the latest 14 days after being informed of the payment of the indemnity (or of payment for the incident by Orion).

Vaudoise ceases to be liable 14 days after notifying the other party of the termination.

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