

Personal Liability Insurance

General Insurance Conditions (AVB)
Version 02.2024

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I General provisions

1 Introduction

In the interests of gender neutrality, these conditions use the singular third-person pronouns 'they', 'them' and 'their', which are intended to apply equally to all persons.

2 Scope of personal liability insurance

Personal liability insurance protects the assets of the policyholder and their family members against the financial consequences arising from statutory liability claims brought by third parties in connection with personal injury, damage to animals, property damage and financial losses. CSS Versicherung AG (hereinafter referred to as 'CSS') will also assume the cost of defending against unjustified claims where the claim in question is included in the cover.

3 Beginning, term and end of the insurance

The insurance begins on the date shown in the policy. The contract term is at least one year. The contract will be extended automatically for a further year at a time unless notice of termination is given in writing at least three months before the end of the contract term with effect from the next premium due date. Notice of termination is deemed to be on time if it is received by CSS or the policyholder no later than the last day before the three-month notice period begins.

Both the policyholder and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.

4 Content of the contract, formal requirements

The content of the contract is based on these General Insurance Conditions (AVB), the policy and the statutory provisions.

Where written form is required by the General Insurance Conditions, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

5 Duty of disclosure

When taking out the insurance, the policyholder must correctly disclose to CSS all material facts of which they are or should be aware that are relevant for CSS's assessment of the risk.

Breach of the duty of disclosure:

- a) CSS may terminate the contract in writing if the policyholder misrepresents or withholds material facts of which they were or should have been aware when taking out the insurance. Termination becomes effective upon receipt of notice by the policyholder.
- b) CSS has no obligation to pay benefits for claims already incurred if their occurrence or scope was influenced by the misrepresentation or withholding of material facts. In this case, CSS is entitled to a refund of any benefits it has already paid.
- c) The right of termination ends four weeks after CSS becomes aware of the breach.

6 Duty to notify and other obligations

a) Increase in risk and changes in risk

During the term of the insurance, the policyholder must inform CSS immediately of every change in a material fact of which they are or should be aware where such fact is relevant to CSS's assessment of the peril or the risks and the policyholder was asked about it in writing before taking out the insurance.

CSS is entitled to increase the premium in line with the new circumstances or to terminate the insurance contract within 14 days of receipt of the policyholder's notification by giving 30 days' notice. The policyholder has the same right of termination if no agreement can be reached about the premium increase.

b) Change of residence or relocation abroad

The policyholder must inform CSS immediately about any change of residence in Switzerland or if moving their place of residence abroad. CSS is entitled to adjust individual policies and premiums to the new circumstances. An adjustment of this kind does not constitute grounds for termination. If the policyholder relocates abroad, the insurance contract will end on the date of departure.

c) Notifications to CSS

All notices and requests should be addressed to CSS. All notices from CSS are deemed to have been duly given if sent to the most recent address (postal address, email address) of the insured person or rightful claimant as notified to the insurer.

7 Changes to the insurance; provisional cover

CSS recommends that the policyholder adjust the insurance to any changes in the insurance situation. CSS is entitled to adjust the premiums and sums insured to the new circumstances when, for example, an additional risk is to be insured or another person joins the household.

The insurance will apply provisionally for a period of six months

- if a single-person household becomes a multi-person household, for example through marriage, a registered partnership or another person moving in;
- if other insured persons leave the shared household;
- for the other insured persons in a multi-person household if the policyholder dies.

This arrangement will apply provided that CSS is notified of the change within six months, the persons concerned submit an application to take out their own personal liability insurance or to continue the insurance, or the insurance is converted into a multi-person-household policy. CSS is entitled to adjust the premium to the new circumstances. The premium is payable retroactively to the date of commencement of the risk.

8 Obligations in the event of a claim

Upon occurrence of an insured event, the policyholder must

- a) inform CSS immediately;
- b) provide CSS with all the information about the cause, amount and specific circumstances of the claim, and permit CSS to conduct such investigations as may be necessary;
- c) provide the information required to substantiate the claim for indemnity and determine the extent of the duty to indemnify and, on request, draw up a list of the items of property affected by the claim, indicating their value and attaching the original receipts;
- d) during and after the loss event, do everything in their power to preserve and salvage the insured items of property and to minimise the loss, and follow any instructions given by CSS;
- e) refrain from making any changes to the damaged property that could make it difficult or impossible to determine the cause or extent of the damage, unless such changes are made for the purpose of minimising the loss or in the public interest.

- 9 Termination in the event of a claim**
- a) Following the occurrence of a claim for which an indemnity is payable, CSS may terminate the contract in writing at the latest upon payment of the indemnity; the policyholder may terminate the contract in writing at the latest 14 days after being notified of the payment. Notice of termination must reach CSS within this period.
 - b) If the policyholder terminates the contract, insurance cover ends when the notice of termination is received by CSS.
 - c) If CSS terminates the contract, insurance cover ends 14 days after the notice of termination is received by the policyholder.

- 10 Other reasons for cancellation**
- CSS may terminate or withdraw from the contract if a claim proves to be fraudulent, if the obligation to refrain from making changes in the event of a claim is breached, if an insured event is caused deliberately, or in the case of multiple insurance. Termination becomes effective upon receipt of notice by the policyholder.

- 11 Payment of premiums and refunds**
- a) Premiums must be paid in advance. If the policyholder neglects their obligation to pay the premium within 30 days, they will be notified of the consequences in writing at their own expense and asked to pay within 14 days of being sent the reminder. If the reminder is ignored, CSS's obligation to pay benefits will be suspended from when the reminder period ends until all premiums and fees have been paid in full.
 - b) If the contract is terminated before the insurance year ends, CSS will refund any premium amounts that were paid for the unused part of the insurance period.

No refund will be due if:

- c) the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months;
- d) the policyholder has breached their obligations towards CSS as defined in Art. 5, 6, 7 and 8 in order to deceive it.

- 12 Change in premiums and/or rules on deductibles**
- If the premiums or rules on deductibles change, CSS may adjust the contract. To this end, CSS must inform the policyholder about the new contract terms and conditions no later than 30 days before the insurance year ends. The policyholder will then have the right to terminate the contract at the end of the current insurance year. If the policyholder exercises this right, the contract will expire at the end of the insurance year. CSS must receive notice of termination no later than on the last day of the insurance year. Failure by the policyholder to terminate the contract will be deemed as acceptance of the contract amendment.

- 13 Statutory limitation periods**
- Claims arising from the insurance contract become time-barred five years after occurrence of the circumstances that give rise to the obligation to pay benefits. Debts of the policyholder from contracts concluded prior to 1 January 2022 continue to become time-barred after two years.

- 14 Assignment of entitlement to benefits**
- The policyholder may not assign their entitlement to benefits to a third party without the written approval of CSS.

- 15 Claims against third parties**
- If CSS has paid benefits under this contract that the policyholder would be entitled to claim from a third party, the policyholder must assign these claims to CSS in the amount it has paid.

- 16 Applicable law, data protection and economic, trade and financial sanctions**
- a) Unless provided otherwise by these General Insurance Conditions (AVB), the contractual relationship between CSS and the policyholder is governed by the Federal Insurance Contract Act (VVG). The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. Any special agreements take precedence.
 - b) Data protection is based on the Federal Insurance Contract Act (VVG) and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be accessed at css.ch/data-protection or ordered from CSS Insurance, Data Protection Advisor, Tribschenstrasse 21, P.O. Box 2568, 6002 Lucerne.
 - c) CSS does not provide coverage and is not obliged to make payments or provide benefits or services if applicable economic, trade and financial sanctions would be violated.

- 17 Place of performance and place of jurisdiction**
- a) The obligations arising from the insurance have to be performed in Switzerland and in Swiss currency.
 - b) In the case of legal disputes with CSS, action may be taken at the policyholder's place of residence in Switzerland or at the place where CSS has its registered office.

II Personal liability insurance

- 18 Subject of the insurance**
- CSS grants insurance cover for claims under civil law brought against the policyholder on the basis of statutory liability provisions in connection with
- a) **personal injury**, i.e. killing, causing bodily injury to, or otherwise impairing the health of any person;
 - b) **damage to animals**, i.e. killing, causing injury to or otherwise impairing the health of animals, and loss of animals;
 - c) **property damage**, i.e. destruction, damage or loss of property;
 - d) **financial losses** resulting from insured personal injury, property damage or damage to animals (subject to Art. 20 r) of the General Insurance Conditions).

- 19 Insured persons**
- 1. Single-person household**
The insurance covers:
- a) the policyholder;
 - b) minors staying temporarily in the policyholder's household.
- 2. Multi-person household**
The insurance covers:
- a) the policyholder;
 - b) the policyholder's spouse or registered partner living with them in the same household;

- c) all other persons living with the policyholder in the same household;
- d) the policyholder's children (including step-children and foster children) up to the age of 25 who are not gainfully employed and do not live in the same household as the policyholder. Apprenticeships and internships do not count as gainful employment within the meaning of this provision;
- e) minors staying temporarily in the policyholder's household.

20 Insured risks

The insurance covers the liability of the policyholder and of the other insured persons as defined in Article 19 (hereinafter referred to as the 'policyholder');

- a) arising from their conduct in everyday life as a **private individual** and in their capacity as **head of the family**; under the terms and conditions of the contract, the insurance provides cover of up to CHF 500,000 per event for claims for damage caused by children who are incapable of judgement and by members of the policyholder's household who are incapable of judgement and for whom a guardian has been appointed, provided and to the extent that a person capable of judgement would have a duty to pay compensatory damages on the basis of legal provisions.

Exclusions:

- Claims arising from the exercise of a profession or other form of gainful employment (subject to secondary occupations in accordance with Art. 22 d).
- Third-party claims for recourse and compensation for payments made by them to the injured party.

- b) arising **from entitlements to benefits even where no statutory liability exists**. Regardless of statutory liability, if appropriate insurance cover exists CSS will also cover the following claims for up to CHF 2,000 per loss event:

1. Claims arising from personal injury and property damage caused by children temporarily placed under the supervision of a third party on a non-commercial basis, if the injury or damage was sustained by the supervising party.
2. Claims arising from personal injury and property damage caused by pets being looked after temporarily, if the injury or damage was sustained by the person in whose custody they were left on a non-commercial basis.
3. Property damage caused by persons engaged in sports or games.
4. Accidental personal injury and property damage caused by pets.

Exclusions:

- Claims where the supervision was provided on a commercial basis.
- Purely financial losses and financial losses arising from personal injury or property damage.
- Third-party claims for recourse and compensation for payments made by them to the injured party.

- c) arising in their capacity as an employer, for damage caused to third parties by **household or auxiliary staff** while performing paid or unpaid activities in the insured person's private sphere;

Exclusion:

- Self-employed persons and persons working for an external company.

- d) arising while **engaged in sport** as a pastime or as an amateur sportsperson;

Exclusions:

- Hunts and hunting events, game management and gamekeeping.
- Damage caused by the policyholder as a civilian parachutist or pilot of a hang glider, paraglider, delta-wing glider or other sports aircraft.
- Damage caused by the policyholder while engaging in sports such as kitesurfing and wingsurfing (incl. foils of all kinds), snowkiting, landkiting, buggykiting, icekiting, ATB/MTB-kiting, speed flying/riding of all kinds, for which statutory liability insurance is required.
- Damage caused by the policyholder while participating in equestrian events (i.e. competitions, contests and races including showjumping, horse racing and harness racing).

- e) arising in their capacity as the owner, holder or user of **weapons and ammunition**;

Exclusion:

- Hunts and hunting events, game management and gamekeeping.

- f) arising in their capacity as the owner, holder or user of **boats and ships of all kinds** (e.g. pedalos, sailboards and surfboards, stand-up paddle boards, dinghies, rowing boats, etc.) for which no statutory liability insurance is required.

Exclusion:

- Damage caused by the policyholder while engaging in sports such as kitesurfing and wingsurfing (incl. foils of all kinds), snowkiting, landkiting, buggykiting, icekiting, ATB/MTB-kiting, speed flying/riding of all kinds, for which statutory liability insurance is required.

- g) arising in their capacity as the owner, holder or user of a **mobile home** or **non-registered caravan** kept at a fixed location. The insurance also covers the associated land and section of private road;

- h) arising in their capacity as the owner of an owner-occupied **single-family home**, a **holiday home** or **holiday apartment**, an owner-occupied **apartment** or a **multiple-family home** with no more than **three units**. The properties must be located in **Switzerland** and be occupied by the owner. The properties may **not be used for commercial purposes**.

The insurance also covers the associated land and section of private road, as well as damage caused by tanks and tank-like containers.

Damage caused by materials that are harmful to soil or water:

This refers to damage in connection with installations used for storing or transporting materials harmful to soil or water, including fuels and propellants, acids, alkalis and other chemicals. Such installations also include tanks and tank-like containers (basins and tubs, etc.) plus associated fittings. The provisions for installations apply equally to mobile containers (such as barrels and canisters).

Exclusions:

- Property held on a condominium ownership basis (subject to Art. 2 j).
- Damage in connection with installations used for storing or transporting substances that are harmful to soil or water, such as sewage and other waste products.
- Cost of finding leaks, emptying and refilling installations, or the cost of repairing and altering such installations.
- Claims arising from damage to third-party land, buildings and other works due to demolition, earth-moving, conversion and construction work where the total construction cost of the project exceeds CHF 100,000.

- i) arising in their capacity as the owner of **undeveloped land**;

As a private owner of undeveloped land, such as allotments, plantations and forests of up to 1,000 m² in area.

Exclusion:

- Claims arising from damage that occurs gradually or through wear and tear.

- j) arising in their capacity as the **owner of a condominium unit** (difference in limits cover);

The insurance covers the statutory liability as owner of condominium units for that part of the damage which exceeds the sum insured under the buildings liability insurance taken out by the community of condominium owners (difference in limits cover).

- The insurance covers claims for damage whose cause is to be found in parts of the building to which the condominium owner has exclusive rights.
- The insurance covers claims for damage whose cause is to be found in the communal parts of the building, premises or installations, but only in proportion to the ownership share of the insured condominium owner.

Exclusions:

- In the case of claims brought by the community of condominium owners, the portion of the claim exceeding the policyholder's ownership share as indicated in the deed of constitution and entered in the land register is excluded.
- If the community of condominium owners does not possess buildings liability insurance, no damage will be covered by personal liability insurance.

- k) arising in their capacity as the **tenant of residential buildings and premises**;

Tenants of rooms occupied by themselves (including hotel rooms), apartments occupied by themselves (including holiday apartments) or single-family homes occupied by themselves (including single-family holiday homes, mobile homes and non-registered caravans kept at fixed locations);

The insurance also covers claims arising from damage to non-movable rented property and shared parts of buildings, installations and facilities, as well as from damage to movable property included in the rental of hotel rooms and holiday apartments.

The cost of replacing lost keys is covered; the cost of replacing cylinders is limited to CHF 5,000 (for business keys to CHF 2,000).

Exclusions:

- The insurance does not cover aesthetic damage during the rental term unless further deterioration can be expected (e.g. cracks in a glass ceramic surface or sink).
- Damage from wear and tear caused by gradual effects and damage that should in all probability have been expected.
- Damage, the risk of which was accepted (e.g. dowel holes).
- Damage the tenant is obliged to remedy under tenancy law or the tenancy agreement by carrying out minor repairs as part of regular maintenance (minor maintenance of rental property).

- l) arising in their capacity as the owner, holder or user of domestic **mechanical appliances and apparatus**, such as washing machines, refrigerators, radios and televisions with aerials, etc.;

Exclusion:

- Claims for damage to the actual appliance.

- m) arising in their capacity as the keeper and owner of **common pets** (e.g. dogs, cats, hamsters, guinea pigs, canaries) including horses, and as the keeper of an insured person's pets temporarily placed in his custody;

Exclusions:

- Exotic animals such as snakes, scorpions, tarantulas, poisonous animals, etc. are not considered common pets.
- Farm animals.
- Animals being kept for professional or commercial purposes.
- Damage to the policyholder's property caused by pets only temporarily entrusted to their care.
- Accidental damage to horses borrowed, hired, in temporary custody or being ridden on behalf of others, and to the horse's saddle, bridle or driving equipment (can be taken out as separate supplementary insurance).

- n) arising in their capacity as a **private builder-owner** for damage under contracts for **structural alteration and extension work in Switzerland**;

Arising in their capacity as a private builder-owner, with total construction costs of up to CHF 100,000 according to a written cost estimate.

Exclusions:

- Construction projects with total construction costs of more than CHF 100,000, i.e. if this amount is exceeded, the insurance cover will cease in its entirety.
- Liability for damage in connection with environmental harm and claims in connection with contamination on the policyholder's own property (e.g. contaminated excavation material).
- Claims arising from damage affecting the construction project defined in the policy and the associated buildings, including any movables kept therein, as well as the associated land.
- Liability for damage that should in all probability have been expected by the insured person (e.g. damage to land and buildings, including roads and footpaths, due to traffic on foot or by vehicle or from storing debris, materials and equipment). The same applies to damage, the risk of which was taken into account when choosing a particular work method designed to lower costs or speed up the work.
- Liability for damage in connection with asbestos.
- Earth-moving work in areas and slopes with slide, fall or flow processes such as rockslide and debris flows.
- The insurance does not cover construction projects related to borehole heat exchangers or ground collectors.

- o) arising in their capacity as a member of the **Swiss Armed Forces, Swiss Civil Defence, Civilian Service** organisation and **public fire brigade**;

Exclusions:

- Service as a military professional and wartime service.
- Civil commotions and riots.
- Service as a member of a professional fire brigade.
- Damage to equipment used in service and equipment assigned to the unit (incl. personal equipment).

- p) for damage caused as the owner, keeper or user of **model cars, model boats, model ships, model aircraft, aerial drones and quadcopters with a maximum weight of 30 kg**;

If benefits are payable under another liability insurance or under mandatory insurance, these will be deducted from the sum guaranteed by the present policy (subsidiary cover).

Exclusions:

- Commercial use and use in competitions or in show events that require a licence.
- Breaches of the Code of Conduct of the Federal Office of Civil Aviation (FOCA), of permits issued by the FOCA, and of the legislation in force with regard to training, licences and similar.

- q) arising in their capacity as the owner, holder or user of **bicycles, motorcycles, e-bikes and similar** e.g. electric vehicles such as e-scooters and e-skateboards;

If specific insurance is required to be taken out by law (mandatory number plate), the insurance will cover claims for that part of the damage exceeding the sum

guaranteed under the mandatory insurance (subsidiary cover). If no such cover is required by law, the insurance will cover claims for the entirety of the damage.

Exclusions:

- If the cover required by law has not been taken out.
- If the vehicle does not meet the roadworthiness criteria of the Federal Roads Office (FEDRO).
- If the vehicle driver does not have the driver's licence required by law.

- r) in their capacity as the **driver of third-party motor vehicles (passenger cars, motorcycles or delivery vans with a total weight of up to 3.5 tonnes)** for claims brought against the policyholder in connection with the use of third-party motor vehicles, provided such claims are not covered under motor vehicle liability insurance.

CSS covers the loss of bonus from the motor vehicle liability insurance for the third-party motor vehicle used. The loss of bonus is calculated based on the number of insurance years necessary to once again reach the premium level that was valid before the loss event. This does not take into account the fact that other loss events, or a change in the premium or the bonus system, could take place during this period. Entitlement to loss of bonus compensation does not apply if CSS refunds the amount of the (liability) claim to the vehicle keeper's insurer.

Exclusions:

- No loss of bonus compensation will be paid if the vehicle that was used is owned by a commercial vehicle hire company or a company in the motor vehicle trade.
- In the case of commercial vehicle hire.
- In the case of test drives for a commercial or private purpose.
- Liability for damage to a vehicle being used, towed, or pushed and to any trailers that it pulls.
- Liability for damage if the vehicle is used for journeys not permitted by law, the authorities or the registered keeper, or if a vehicle is driven by persons who do not hold the legally required driver's licence for such a vehicle.
- Liability for damage occurring while participating in races, rallies, and similar competitive events, including training runs.
- Claims for recourse and compensation arising from insurance purchased for the vehicle, as well as deductions on account of gross negligence (subject to Art. 22 c).
- Loss of bonus and deductible from the comprehensive collision insurance for the damaged third-party vehicle (insurance cover under supplementary insurance in accordance with Art. 22 a).
- Liability for damage to items transported in the vehicle, but not including items that the injured party had in their possession, such as luggage and similar items.
- Liability arising from journeys the policyholder makes for payment or in a professional capacity.
- If no third-party liability insurance is in place for the vehicle used, no cover will be provided under this policy.

- Damage from wear and tear, non-accidental operational damage from misfuelling, failure to meet maintenance requirements, breakages as the result of vibrations, and damage due to lack of oil or freezing or lack of coolant.

21 Objects in custody

The insurance also covers liability arising from damage to property placed in the policyholder's care, custody or control and from active contributory damage, i.e. for damage:

- to property the policyholder has taken into care, custody or control for use, processing, safekeeping or transport, or which have been rented or leased, subject to Art. 20 k) of the General Insurance Conditions (**damage to property in care, custody or control**);
- to property as a result of the policyholder performing or failing to perform an activity (**active contributory loss or damage**).

Exclusions:

- Damage to any type of motor vehicle, watercraft or aircraft for which statutory liability insurance is required (including trailers and caravans towed by such vehicles).
- Claims arising from the destruction, damage to or loss of precious items and valuables (jewellery, furs, works of art, etc.), collectors' items, cash, securities, documents, plans and technical drawings.
- Third-party claims for recourse and compensation for payments made by them to the injured party.
- Claims arising from damage to material belonging to the armed forces, the fire brigade and the Civil Defence and Civilian Service organisation (equipment assigned to the unit).
- Damage to property that the policyholder is paid to perform work on or that they take into their possession as part of a secondary occupation (subject to Art. 22 d).
- Rented or leased items, provided they have been acquired under a hire-purchase agreement or subject to a reservation of ownership.
- Damage to the employer's property.

22 Supplementary insurance

a) In their capacity as the driver of **private motor vehicles owned by third parties (passenger cars, motorcycles, delivery vans with a total weight of up to 3.5 tonnes, agricultural vehicles and watercraft [motor boats and sailing boats])**

In partial deviation from Art. 21 (exclusions), the insurance also covers liability arising from damage to third-party motor vehicles and watercraft while in private use free of charge. If the damaged vehicle is covered under comprehensive collision insurance, only the retention fee for the comprehensive collision insurance and the loss of bonus is compensated (Art. 20 r) defines how the loss of bonus is calculated).

Insurance cover will be provided only:

- if the registered keeper of the vehicle does not live in the same household as the policyholder and is not an employer or a professional hirer or a company in the motor vehicle or watercraft trade;

- for occasional, irregular and free use, i.e. where the third-party vehicle is used for a maximum of 35 days per calendar year (whether one day at a time or on consecutive days), and if the policyholder is not its registered keeper;
- if the third-party motor vehicle or watercraft is registered in Switzerland;
- if the loss event involving the third-party motor vehicle registered in Switzerland occurred in Switzerland, the Principality of Liechtenstein or in a member state of the European Union or EFTA;
- if the loss event involving the third-party watercraft registered in Switzerland occurred in Switzerland or in the waters adjoining Switzerland;
- for maximum damage to the third-party motor vehicle or watercraft used of CHF 50,000 per loss event.

Exclusions:

- Damage in connection with journeys that are not permitted by the law, the authorities or the registered keeper.
- Damage occurring while participating in races, rallies, regattas and similar competitive events, including training runs.
- Damage in connection with journeys that the policyholder makes for payment.
- Claims for recourse and compensation arising from insurance purchased for the vehicle, as well as deductions on account of gross negligence (subject to Art. 22 c).
- Damage from wear and tear, non-accidental operational damage from misfuelling, failure to meet maintenance requirements, breakages as the result of vibrations, and damage due to lack of oil or freezing or lack of coolant.
- The depreciated value (commercial or technical), cost of a replacement vehicle as well as loss of use.
- The deductible and loss of bonus under the liability insurance for the vehicle driven.
- Damage to vehicles caused by users who are under the influence of alcohol (blood-alcohol content above the legal limit), narcotics or other drugs.
- Vehicles rented for a fee or used as part of a car-sharing scheme.
- Damage to household effects being transported by the motor vehicle or watercraft.

b) **in their capacity as a hirer and borrower of horses owned by a third-party**

The insurance covers the statutory liability for accidental damage to horses that are borrowed, hired, kept temporarily or ridden on behalf of a third party, as well as to the horse's saddle and bridle and other gear. CSS will grant compensation up to the maximum amount indicated in the policy for the following events:

- the death, permanent reduction in value or temporary loss of use of a horse;
- the cost of necessary veterinary treatment.

CSS will pay a maximum of CHF 1,000 per loss event for saddles, bridles, harnesses or other riding gear, including the carriage, that are destroyed, damaged or lost.

If a horse dies or has to be put down on veterinary advice, CSS must be notified in good time so that an autopsy or examination can be arranged. If the policyholder fails to do so, CSS will be released from its

obligation to pay benefits under this contract. If a horse cannot be used temporarily, CSS will pay the daily indemnity shown in the policy.

The total benefits are limited to the sum insured shown in the policy for this supplementary insurance.

Exclusions:

- Claims arising from damage that occurs while participating in equestrian competitions, including show jumping, but not including participation in courses and exams at riding schools or horse agility events, as well as claims for damage which the policyholder is obliged to compensate on the basis of contractual arrangements above and beyond the statutory liability (shoeing horses in stables, conditions for subscriptions, etc.).
- Claims for damage arising through the professional use of horses (subject to Art. 22 d).

c) Waiver of benefit reductions due to gross negligence

CSS will waive its right to reduce the insurance benefits due to gross negligence in accordance with Article 14 paras. 2 and 3 of the Federal Insurance Contract Act (VVG).

Exclusions:

- Damage caused by the policyholder while under the influence of alcohol or drugs or because of the abuse of prescription medication.
- Damage caused by driving the vehicle while unfit, for example if the driver refuses or fails to give a blood sample, take a breathalyser test or submit to any other examination ordered by law.
- Intentionally or recklessly causing a loss event.
- Third-party claims for recourse and compensation for payments made by them to the injured party.
- If the insured event is caused by driving a vehicle far in excess of the permitted maximum speed limit, Art. 90 para. 4 of the Swiss Road Traffic Act (SVG) will apply in every case.

d) in carrying out a secondary occupation

The insurance covers liability arising from the exercise of a secondary occupation in a self-employed capacity, provided that the annual gross income does not exceed CHF 18,000. In the event of a claim, the policyholder must be able to provide documentary evidence of the gross income (annual turnover) from a secondary occupation exercised in a self-employed capacity (e.g. salary statement, tax return). Damage to business premises used in the secondary occupation is also covered by the insurance in accordance with Art. 20 k).

The insurance does not cover the following activities in particular:

- IT services;
- Business consultancy;
- Advertising;
- Financial services;
- Architecture;
- Art dealing;
- Legal representation (lawyer, notary etc.);
- Tax advice;
- Providing medical services.

Exclusions:

- Claims for damage to movable property that the policyholder has taken into custody for use or safekeeping or which they have rented (damage to property in care, custody or control).
- Claims for damage to property as the result of performing or failing to perform an activity (active contributory loss or damage) to or with such property (for example processing, repair, loading or unloading of a vehicle, transportation).
- In amendment of Art. 24 (territorial and temporal scope), for damage arising from a secondary occupation exercised outside Switzerland.
- Claims in connection with a secondary occupation in a self-employed capacity involving any of the dangerous sports featured on the SUVA list.
- The liability arising from the main professional risks of a business, profession or office, insofar as these are not exercised or held in a secondary capacity.
- Damage that should in all probability have been expected by the insured person. The same applies to damage, the risk of which was taken into account when choosing a particular work method designed to lower costs or speed up the work.
- Damage in connection with an activity requiring authorisation in which the policyholder engages without the requisite authorisation.
- Third-party claims for recourse and compensation for payments made by them to the injured party.
- Damage from the effects of laser or ionising radiation or nuclear energy.
- Damage arising from the handing over of third-party patents, licences, research results and formulas.
- Claims against an insured person as the driver or passenger of third-party motor vehicles, ships and aircraft.
- Claims for loss prevention costs.
- Claims for the performance of contracts or for substituted performance due to non-performance or incorrect performance (contractor risk).
- Claims for damage and defects sustained by items supplied or work performed by the insured person.
- Claims for expenses incurred in identifying and remedying such damage and defects.
- Claims for loss of income and financial losses as the result of such damage or defects. If extra-contractual claims are brought on the basis of the same facts, the insurance cover will likewise cease.
- Purely financial losses that cannot be attributed to either the insured personal injury or property damage.
- If the sum of the annual gross income of CHF 18,000 (annual turnover) is exceeded, the insurance cover will cease in its entirety (professional liability insurance is recommended).

23 General exclusions

The insurance does not cover claims

- a) arising from damage affecting the policyholder or another person living in the same household, or for damage to property belonging to them (notwithstanding property belonging to the policyholder's employees and auxiliary staff in accordance with Art. 20 c);

- b) arising from damage in connection with the exercise of a profession, any other form of gainful employment or an industrial, commercial, trade or agricultural enterprise (notwithstanding property belonging to the policyholder's employees and auxiliary staff in accordance with Art. 20 c and the policyholder's secondary occupations in accordance with Art. 22 d);
- c) arising from damage for which the policyholder is liable as the driver of motor vehicles and their trailers or vehicles being pushed or towed, as well as the liability of persons for whom the registered keeper is responsible under the Swiss Road Traffic Act. These remain subject to the provisions set out in Art. 20 r) and Art. 22 a);
- d) arising from damage caused as the registered keeper and from the use of aircraft of all types, as well as the liability from keeping and using boats and ships for which Swiss law requires the registered keeper to take out liability insurance, or that are registered abroad (subject to the provisions set out in Art. 20 p);
- e) based on special agreements above and beyond the statutory liability or because of non-fulfilment of a statutory or contractual insurance obligation;
- f) from damage, the risk of which was accepted and damage that should in all probability have been expected;
- g) from damage to property through the gradual effects of weather, temperature, smoke, dust, soot, gases, vapours or vibrations other than where the gradual effect is caused by a sudden, unforeseen event;
- h) from damage that is caused intentionally or through premeditated participation in a crime or offence, as well as for damage to property an insured person has temporarily or permanently taken into their possession without the right to do so;
- i) as a result of the transmission of contagious diseases of people, animals and plants;
- j) from damage involving the loss or malfunction of data and programs (software);
- k) damage arising in connection with activities engaged in as part of a club or association or to club members;
- l) damage to individual items, costs and revenues for which special insurance exists. This clause will not apply if the insurance referred to here also contains a clause to this effect.

24 Territorial and temporal scope

- a) Unless provided otherwise in these General Insurance Conditions (AVB), the insurance is valid worldwide, and specifically for damage that occurs within the contract term.
- b) If the insured person moves abroad, the insurance contract will end on the date of departure.

25 Benefits paid by CSS

- a) Within the scope of the insurance cover, CSS will pay the amount in compensation that the policyholder is bound to pay to the injured party on the basis of statutory liability provisions and assume the defence of any unjustified claims (passive legal protection).
- b) The **current value** is paid (amount for the new acquisition or restoration of an equivalent item, less any depreciation in value due to wear and tear, age, or other reasons).
- c) The benefits paid by CSS (including interest on claims, lawyers' fees and court costs, the opposing party's legal expenses and insured loss prevention costs) are limited to the sums guaranteed per insured event as shown in the policy.

- d) In the case of culpable breaches of statutory or contractual regulations and obligations, the indemnity may be reduced in proportion to the extent to which the breach affected the occurrence or scope of the damage, unless the policyholder proves that their conduct did not influence the occurrence or scope of the damage, or supplementary insurance is in place for a "Waiver of benefit reductions due to gross negligence" in accordance with Art. 22 c).
- e) All claims arising from the same original cause will be deemed to constitute a single loss event, irrespective of the number of injured parties.

26 Deductible

- a) The policyholder must pay a deductible of CHF 200 per loss event unless another agreement applies.
- b) The deductible applies once only in the case of tenant damage when moving home (damage to be compensated to the landlord when handing over the rented property).
- c) The deductible in the case of damage caused as the driver of private motor vehicles, agricultural vehicles and watercraft owned by third parties is 10% per loss event, or a minimum of CHF 500. If the benefit is intended to cover any deductible or the additional premium (loss of bonus) for comprehensive collision damage, these benefits will be aggregated.
- d) In the case of damage caused as a hirer and borrower of horses belonging to third parties, the deductible is 10% per loss event, or a minimum of CHF 500.

27 Obligation to notify a claim

The policyholder must inform CSS in writing immediately of the occurrence of a loss event that might affect the insurance or if a liability claim is brought against them. If the event leads to the death of a person, CSS must be notified within 24 hours. CSS must also be informed immediately if a loss event leads to a police investigation or criminal proceedings against the policyholder, or if the injured party files a lawsuit. CSS reserves the right to appoint a defence counsel on behalf of the policyholder; the policyholder must then grant power of attorney to the defence counsel.

28 Claims handling and litigation

- a) CSS will only handle a claim if the sum involved exceeds the agreed deductible.
- b) CSS will conduct the negotiations with the injured party. CSS acts as the policyholder's representative and its handling of the claims of the injured party is binding on the policyholder. CSS is entitled to pay compensatory damages to the injured party directly without subtracting any deductible, in which case the policyholder must repay the deductible to CSS, waiving all objections. The policyholder is not permitted to negotiate with the injured party or their representatives directly about claims for damages, to acknowledge any claims, or to reach a settlement and pay compensation without the approval of CSS. In addition, the policyholder must, of their own accord, provide CSS with all further information about the case and the steps taken by the injured party, deliver all evidence and documents on the matter (including all court documents such as summonses, legal briefs, judgements, etc.) without delay, and assist CSS to the best of their ability in its handling of the claim (contractual fidelity).
- c) If no agreement can be reached with the injured party and the parties go to court, the policyholder must allow CSS to conduct the civil proceedings. CSS will bear

the cost of the proceedings as defined in Art. 25. Any compensation for proceedings awarded to the policyholder must be passed on to CSS, unless it is intended to cover the policyholder's personal expenses.

- d) The indemnity may be reduced as permitted by law if statutory or contractual obligations or provisions are breached (separate supplementary insurance can be taken out).
- e) If policies with other companies are in effect for the same property and risks (multiple insurance), entitlement to benefits under all the named policies will apply only once per loss event. The provisions of Art. 46 of the Insurance Contract Act (VVG) apply.
- f) If property or animals for which an indemnity has already been paid are recovered, the policyholder must repay the indemnity to CSS, less any amount for repairs or loss of value.
- g) Where proceedings are instituted against insured persons and CSS simultaneously, under article 60 para. 1bis of the Federal Insurance Contract Act (direct right of action), CSS will appoint joint legal representation if necessary. The insured persons have the right to propose a candidate for consideration. Should the insured persons additionally appoint their own legal representation in the same proceedings, these costs will not be covered by the insurance. Any compensation for proceedings and inter partes costs awarded to the insured person(s) in joint proceedings will pass to CSS to the extent of the benefits it has paid, unless that compensation is intended to indemnify the insured person(s) for their personal efforts and expenses.

29 Due date for payment of insurance claims

The claim under the insurance contract shall become payable at the expiry of four weeks from the date on which the insurance undertaking receives information enabling it to satisfy itself as to the validity of the claim. CSS's obligation to pay is deferred for as long as the indemnity is paid due to culpable behaviour by policyholder or eligible claimant cannot be determined or aligned.

In particular, the indemnity is deferred as long as

- it is unclear to whom the insurance benefits are lawfully paid to be aligned;
- Police or investigating authorities related the event is investigated or criminal proceedings against the policyholder or eligible claimants are still under way.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.

