



General Insurance Conditions (GIC)

Motor Vehicle Fleet Insurance

Version 01.2024

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Part G

Definitions

Key Points at a Glance

Dear Customer,

We are very happy that you place your trust in our insurance coverage. You will find a precise description of all of the benefits of AXA motor vehicle fleet insurance in these General Insurance Conditions (GIC). All coverage exclusions are highlighted in blue.

So that these GIC are easier to read, you and we are referred to, where possible, as simply "you" and "we" in the following, instead of "policyholder" and "AXA" or "AXA-ARAG."

Best regards,

Your AXA team

These "Key Points at a Glance" provide you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract on the basis of the application, the policy, the list of vehicles, the insurance conditions and the statutory provisions.

Who is the insurance carrier?

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

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

What is insured?

The insurance covers the vehicles and persons specified in the application and in the policy or the list of vehicles as well as in the following General Insurance Conditions. Generally, this insurance is property and casualty insurance pursuant to the Insurance Contracts Act (i.e. the loss or damage incurred is insured up to the agreed benefit), except in the case of daily hospital benefits, daily benefits, disability and lump sum death benefits, which are fixed sum insurance products (i.e. in the event of a claim, the entire sum insured is paid out).

What risks and losses can be insured?

The insured risks and losses as well as the scope of coverage can be found in the application, the policy and in the insurance conditions. You can refer to the product overview at the end of this section to find out which risks and losses are insurable.

What are the most important exclusions?

General. Among other things, the insurance does not cover (GIC A14.7):

- incidents that the driver caused while in an intoxicated (blood alcohol level above the limit allowed by law) or otherwise unfit condition, or as a result of a particularly blatant disregard of the maximum speed limit (pursuant to the Road Traffic Act)

Liability insurance. Among other things, the insurance does not cover (GIC B6):

- claims arising from accidents that occur at motor sport or cycling events
- liability if the driver of the vehicle does not possess the driver's license required by law
- liability arising from trips taken without official authorization

Accidental damage insurance. Among other things, the insurance does not cover (GIC C6):

- operating damage to the vehicle, e.g. wear and tear, material defects, failure of electronics
- damage that occurs during participation in races or rallies and while driving on race tracks or training tracks
- damage that occurs on trips taken without official authorization

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

- drivers who do not possess the driver's license required by law

Motor vehicle legal protection. Among other things, the insurance does not cover (GIC F5):

- legal cases against AXA-ARAG or persons who provide benefits in an insured legal case
- legal cases in connection with intentional crimes
- legal cases due to driving without a valid driver's license or license plates
- legal cases due to driving repeatedly while intoxicated or in an unfit condition
- legal cases due to participation in races or rallies and while driving on race tracks or training tracks.

What benefits do we provide?

Liability insurance. Within the scope of the guaranteed amount shown in the application and in the policy, we pay justified claims and defend unjustified claims against insureds (GIC B5).

Accidental damage insurance. If an insured event occurs, we provide the following benefits:

- assumption of repair costs (GIC C5.1) or
- payment of compensation in the event of a total loss, depending on the type of compensation chosen (GIC C5.2) (present value supplement or present value)

In addition, the following costs are covered (GIC C5.3):

- recovery and transport to the nearest suitable repair shop, up to CHF 10,000
- customs clearance
- return transport from abroad if necessary, up to CHF 1,000
- the cost of cleaning the interior of the vehicle after administering first aid to accident victims, up to CHF 500

Mobility insurance. We cover the following costs (GIC D5) within the scope of the indemnity limits specified in these General Insurance Conditions:

- roadside assistance and towing;
- vehicle recovery, vehicle repatriation and storage fees
- additional costs for transportation, accommodation and meals

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

- medical expenses
- daily hospital benefits/daily benefits
- disability and lump sum death benefit

Motor vehicle legal protection. In insured legal cases (GIC F4), we provide, in particular, the following benefits and compensation for costs up to the sum insured specified in the policy (GIC F3):

- legal advice and processing of the legal case
- necessary lawyers' fees
- court fees and other costs of proceedings
- costs of expert opinions and analyses (excluding medical examinations and analyses, etc.)

For the other insured benefits, the indemnity limits and the deductible in the event of a claim are set out in the application and the policy or in these General Insurance Conditions.

Where is the insurance valid?

The insurance is valid in Europe and the countries bordering the Mediterranean, but it does not include the Russian Federation, Crimea, Belarus, Georgia, Syria, Armenia, Azerbaijan or Kazakhstan (GIC A2).

If, for the mobility insurance, "Switzerland" is specified in the policy, the insurance is only valid in Switzerland and the Principality of Liechtenstein. If the policy specifies "Europe," however, the scope of validity defined in A2.1 applies.

How much is the premium and when is it due?

The no claims tables and premium levels are only used for contracts with the no claims discount system (not for contracts with fixed rate premiums).

The premium and its due date as well as the no claims level, statutory fees and expenses are specified in the application, the policy and the premium statement.

When does the notice of claim need to be filed?

You (or the eligible claimant) must notify us immediately (GIC A14.1).

What are your other obligations?

Your most important obligations are:

- not to acknowledge any claims (GIC A14.2.2)
- to immediately notify us of any changes to your information in the policy (GIC A15).

When does the insurance begin and end?

The insurance begins on the date specified in the policy. We may reject the application up until the date on which we issue the policy or a definitive cover note. If an application is submitted, we grant provisional coverage until the policy is issued (GIC A3.2).

The insurance is valid for the term specified in the policy. Unless the insurance contract is terminated three months prior to expiry, it is automatically renewed for another year. If the insurance contract is concluded for less than one year, it expires on the date specified in the policy.

The contract may be terminated prematurely by either contracting party in the following cases, among others:

- as of the end of the insurance year (GIC A4.1)
- after any claim or legal case for which we pay benefits (GIC A4.2)
- in the event of an increase in premiums, a change to the no claims discount system or a change to the rules governing deductibles, as of the end of the insurance year if you do not agree with the new terms (GIC A12.2)

What loss or damage is insured in terms of time?

The insurance covers loss or damage arising from events that occur during the term of the contract. For motor vehicle legal protection, coverage is available for legal cases whose triggering event and the need for legal protection arose during the period of coverage and which were reported to us during this period or at the latest three months following termination of the insurance contract.

How to exercise the right of withdrawal

You may withdraw from the contract with us within 14 days of your acceptance. This deadline will be deemed to be met if your withdrawal is communicated to us in writing or in another form of text (e-mail, for example).

If you do withdraw, any benefits you have already received must be paid back.

Special information for the Principality of Liechtenstein

You are bound by the application to conclude an insurance contract within a period of two weeks of submitting or sending the application. If a medical examination is required, the period is extended to four weeks.

If we are in breach of the duty to provide information pursuant to the Liechtenstein Law on Insurance Contracts and the Liechtenstein Insurance Supervision Act, you have the right to withdraw within four weeks of receiving the policy.

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

What definitions apply?

The key terms are explained in Part G under "Definitions."

What data does AXA use and how?

We use data in accordance with the applicable statutory provisions. For more information, visit [AXA.ch/data-protection](https://www.axa.ch/data-protection).

Motor Vehicle Fleet Insurance Product Overview



Comprehensive coverage

Bonus protection

Gross negligence



Liability

Liability insurance: Damage caused by your vehicle (mandatory)

Damage to your own property (first-party loss)



Accidental damage insurance (damage to your vehicle)

Collision (damage caused by you)

Partial accidental damage

- Theft, including car hacking and misappropriation
- Glass breakage or glass breakage including headlights and side view mirrors
- Natural hazard events (hail, etc.) and fire
- Damage due to martens and rodents as well as collisions with animals
- Malicious damage (excluding scratches)
- Personal belongings in the vehicle or personal belongings in the vehicle Plus
- Replacement vehicle
- Transport following breakdown
- Tires and rims
- Loss of and damage to vehicle keys
- E-mobility battery

Partial acci-
dental damage

Comprehensive
accidental damage

Parking damage



Mobility insurance



Accident insurance

- Medical expenses
- Daily hospital benefits
- Daily benefits
- Disability lump sum
- Lump sum death benefit



Legal protection insurance

General Insurance Conditions (GIC)

Part A Underlying Provisions of the Insurance Contract

A1 Scope of the contract

The policy specifies the type of contract ("no claims discount system" or "fixed rate premium"), insurance and coverage options that have been purchased. Only those coverages specified in the policy are insured. The policy, including the list of vehicles, these General Insurance Conditions (GIC), any Supplementary Conditions (SC) and any Special Insurance Conditions (SIC) mentioned in the policy provide information about the scope of the insurance. The insurance covers events that occur during the term of the contract; motor vehicle legal protection in accordance with F4. The term of the contract is specified in the policy. AXA provides the motor vehicle legal protection on behalf and for the account of AXA-ARAG.

A2 Territorial scope

A2.1 Scope of validity

The insurance is valid for Europe and countries bordering the Mediterranean, but it does not include the Russian Federation, Crimea, Belarus, Georgia, Armenia, Azerbaijan, Syria or Kazakhstan. See also the countries marked in gray on the map at the end of these GIC. The scope of validity of mobility insurance is set out in D2.

A2.2 Relocation abroad

If the keeper registers their departure with the Swiss authorities and/or moves abroad (except, in either case, to the Principality of Liechtenstein), insurance coverage for the vehicle concerned lapses at the end of the insurance year at the latest. At the request of the policyholder, insurance coverage can also be canceled beforehand, but not before the current license plates are surrendered. If the vehicle or trailer is registered abroad or the location of the trailer is moved abroad, the insurance coverage lapses immediately.

A3 Term of the contract

A3.1 Beginning

The insurance contract begins on the date specified in the policy and applies to loss or damage and legal cases arising during the term of the contract. Any provisional insurance coverage that may be in place expires once the policy is issued.

We can reject your application to take out insurance. Any provisional insurance coverage that may be in place expires three days after you receive notice of such rejection. In this case, you will owe the pro rata premium for the period of coverage.

A3.2 Provisional coverage from the date of submission of the application

If an application is submitted to us, we grant provisional coverage for the vehicles listed in the application until the policy is issued. This covers the benefits provided for in the application, but up to a maximum of

- the minimum amount guaranteed by law under liability insurance
- CHF 200,000 under accidental damage insurance
- CHF 100,000 disability lump sum under accident insurance
- CHF 20,000 lump-sum death benefit and
- CHF 10,000 under motor vehicle legal protection for legal advice.

If the application is rejected, insurance coverage expires three days after you receive notice to this effect. The premium is owed on a pro rata basis for the period during which provisional coverage is in effect.

A3.3 Beginning of coverage for additional vehicles

During the term of the contract, the insurance coverage for each additional vehicle begins on the date entered on the insurance certificate. If no insurance certificate is issued, the insurance coverage will begin on receipt by us of written notification to add another vehicle.

If a vehicle cannot be assigned to a benefit category after we have received notification to add it to the policy, we grant partial accidental damage coverage (glass breakage pursuant to C2.3) or comprehensive accidental damage coverage pursuant to C1 to C2.9 (deductible of CHF 1,000 for collision) for 30 days, provided that an application is submitted during this period for insurance that includes coverage for the loss incurred. Provisional coverage for comprehensive accidental damage is granted for vehicles up to and including their 7th year of operation and for partial accidental insurance, up to and including their 15th year of operation. Compensation is provided at present value and is limited to a maximum amount of CHF 200,000.

Provisional coverage does not apply if the driver's license of the driver of the vehicle has been revoked for more than two months in the last 36 months.

A3.4 Contract renewal

The contract is concluded for the term specified in the policy, after which it is automatically renewed for another year. A contract concluded for less than one year expires on the date specified in the policy.

A4 Termination of the contract

A4.1 Ordinary termination

Both contracting parties (you and we) may terminate the contract annually in writing or in another form of text (e-mail, for example), subject to compliance with a period of notice of three months prior to the end of a full insurance year (annual right of termination).

If the term of the contract is longer than three years, you or we may terminate it at the end of the third year or each subsequent year thereafter in writing or in another form of text (e-mail, for example), subject to compliance with a period of notice of three months.

A4.2 Termination in the event of a claim

After a claim or legal case for which we provide benefits, the contract may be terminated as follows:

- By you: no later than 14 days after you become aware of the payment of the benefit or after the last service has been provided under motor vehicle legal protection; coverage will expire 14 days following receipt by us of the notice of termination.
- By us: at the latest on payment of the benefit or provision of the last service under motor vehicle legal protection; coverage will expire 14 days following receipt by you of the notice of termination.

A4.3 Termination by you in the event of an adjustment to the contract by us

A12.2 applies.

A5 Surrender of license plates

A5.1 If you surrender the license plates to the competent authority (e.g. department of motor vehicles), the insurance remains valid for 12 months from the date of surrender (e.g. if the automobile is stolen from your garage). There is no insurance coverage on public roads.

A5.2 If the license plates are surrendered, the premium will be credited for this time (suspension discount). In this case, a processing fee (suspension fee) will be applied. There is no credit for motor vehicle legal protection.

A6 Transfer of the insurance to a replacement vehicle

A6.1 If the competent authority (e.g. department of motor vehicles) approves a replacement vehicle in place of the insured vehicle, the insurance is transferred to the replacement vehicle. Accidental damage insurance, accident insurance and motor vehicle legal protection apply to the replacement vehicle for a maximum of 30 consecutive days.

A6.2 Accidental damage coverage is valid for a replacement vehicle of the same value, and it remains in force for the replaced vehicle except for any "collision" accidental damage event.

A7 Use of interchangeable license plates

A7.1 If any of the vehicles is used on public roads without a license plate or pair of license plates, this vehicle will not be covered by the insurance.

A7.2 In the event of a change from interchangeable plates to individual plates, the vehicle excluded is covered in the same way as if the license plates had been surrendered (A5.1), provided that the keeper or owner of the vehicle does not change.

A8 Premium payment

A8.1 Amount and due date of the premium

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

A8.2 Calculation of premium

A8.2.1 At the beginning of the contract, you pay the premium set out in the statement.

A8.2.2 The premium for the following insurance year is based on the number of vehicles subject to premiums in the current insurance year, taking into account the premium level.

A8.2.3 After expiry of the insurance year, you will receive the final premium statement based on the vehicles actually insured. Any additional and return premiums are due on delivery of the statement.

A8.3 Default in payment and consequences of default

If the premium, processing fees, reminder fees or deductibles are not paid following a written reminder, we will set a 14-day extension of deadline. If you fail to meet this deadline, your coverage will be suspended (interruption of coverage). If liability is insured under the contract, we are required to inform the responsible department of motor vehicles, following which your license plates will be confiscated.

Once the outstanding premiums, deductibles and all fees such as reminder fees or costs such as the costs of confiscation of the license plates have been paid in full, the insurance contract will be reinstated. The date of the payment is decisive for reinstatement of the insurance coverage. You will not receive retroactive insurance coverage for the period of interruption. If the department of motor vehicles was already notified of the interruption of coverage, you will need a new certificate of insurance. The insurance contract will lapse two months following the 14-day extended deadline set in the reminder letter, unless we take legal steps to demand payment of the outstanding premium (debt enforcement).

We can arrange with the department of motor vehicles for confiscation of the license plates if you do not pay

- the premium,
- the deductible or other amounts owed such as reminder fees,
- or if any other legal or contractual provisions allow confiscation.

A9 Premium systems

A9.1 No claims discount system

For this type of contract, the premium is dependent on the no claims discount system. Based on the size of the fleet of vehicles, the types of vehicles and the ratio between the statistically expected number of claims and the actual number of claims, a separate system applies individually for liability insurance and for accidental damage events that fall under "collision", each with

- no claims table;
- level increases and decreases;
- premium levels.

zur Anwendung.

A9.1.1 The lowest premium level in the no claims discount table is 30 % and the highest is 150 %. The premium level is specified in the policy and is updated every insurance year.

A9.1.2 The level and thus the premium are recalculated for every insurance year (January 1 to December 31). The determining factor is the number of claims reported in the preceding 12-month period up to the four months prior to the end of the insurance year (observation period).

A9.1.3 The premium level for liability coverage is not increased:

- if we are required to pay benefits even though an insured is not at fault (simple causal liability);
- in the event of joyriding (pursuant to the Road Traffic Act), provided that the keeper is not at fault for the misappropriation of the vehicle.

A9.1.4 The collision level is not increased:

- if a claim that has been definitively settled has been compensated by a liable party or their insurer with liability compensation of 100 %.

A9.1.5 The liability and the collision levels are not increased:

- if you repay the benefits paid by us on time in accordance with the repayment offer.

A9.1.6 The premium level in liability and collision will be subsequently corrected if no benefits are paid out for an event that has been reported.

A9.1.7 Bonus protection

If bonus protection has been agreed, the lower "with bonus protection" increases shown in the no claims table in the policy apply.

A9.2 Fixed rate premiums

The no claims discount system does not apply for this type of contract; the premium per vehicle remains the same regardless of the number of claims reported.

For fixed rate premiums, a uniform premium per vehicle applies within the benefit category.

A10 Gross negligence

In the case of traffic accidents and collisions caused by gross negligence, we waive our right to recourse and to reduce benefits for the policies that have been purchased (A1) unless the driver caused the insured event while intoxicated or driving in an otherwise unfit condition or by blatantly disregarding the maximum permitted speed limit (A14.7) (pursuant to Art. 65 (3) of the Road Traffic Act).

A11 Deductible per vehicle

A11.1 General

For each event for which we pay benefits, you pay the deductible agreed in the policy or in these General Insurance Conditions.

If accidental damage coverage with us applies to both a towing vehicle and a trailer and both are affected by an insured event at the same time, only the higher deductible applies.

A11.2 The deductible does not apply

A11.2.1 Liability

- if we are required to pay benefits even though the insured is not at fault (simple causal liability)
- in the event of joyriding (pursuant to the Road Traffic Act), provided that the keeper is not at fault for the misappropriation of the vehicle.

A11.2.2 Accidental damage

- in the event of loss or damage for which a liable party or their insurer has paid liability compensation in full.

A11.2.3 Motor vehicle legal protection

F3.2 applies for the deductible for motor vehicle legal protection.

A12 Adjustment to the contract by us

We may adjust the contract with effect from the following insurance year in the event of the following:

- an increase in the premium
- a change to the rules on deductibles
- a change to the no claims discount system
- an amendment to the insurance conditions
- an amendment to the contractual conditions

A12.1 Notice of adjustment to the contract by us

Notice of an adjustment to the contract must be received by you no later than 25 days prior to the start of the new insurance year.

A12.2 Termination by you

You have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, those parts of the contract specified by you will end. Notice of termination must be received by us no later than on the last day of the current insurance year. Changes that do not entitle you to terminate are, among others:

- premiums or benefits in your favor
- fees, benefits or deductibles under coverage regulated by statute, if a federal authority prescribes them.

A12.3 Consent to an adjustment to the contract

If you do not terminate the contract by the end of the insurance year, this will be deemed to constitute consent to the adjustment to the contract.

A13 Change of benefit category based on age of vehicle

If the years of operation of vehicles are defined in the benefit categories, the vehicles will switch to the new benefit category that corresponds to the years of operation with effect as of the next principal due date (January 1).

A14 Claims

A14.1 Notice of claim

A14.1.1 The eligible claimant must notify us immediately in the event of a claim.
Possible ways of providing notice of a claim (see also the last page of these GIC):

- By telephone
 - In Switzerland:
0800 809 809 (toll free)
 - From abroad:
+41 800 809 809
+41 52 218 95 95
 - For legal cases:
+41 848 111 100
- Online via [AXA.ch/claims](https://www.axa.ch/claims) or via the myAXA customer portal
- In writing by letter or e-mail

We have the right to request an additional written notice of claim for loss events that were initially reported by telephone.

A14.1.2 If the duty to notify or rules of conduct are breached and if the occurrence, extent or determination of the loss or damage are affected as a result, we can reduce or refuse our benefits. We will not do so if, under the circumstances, the breach was beyond your control or if you can prove that the loss event or the legal case did not arise as a result of it, and that the amount of the benefits owed was not affected.

A14.2 Liability

A14.2.1 We conduct negotiations with the injured party in our own name or as representative of the insured.

A14.2.2 The insured is not permitted to voluntarily acknowledge any claims by the injured party or to make any payments.

A14.2.3 If civil proceedings are initiated, the insured is required to allow us to handle the proceedings. If civil claims are asserted in a criminal proceeding, the insured is required to keep us informed about the proceeding from the outset.

A14.2.4 The settlement of the claims of the injured party by us is binding on the insured.

A14.3 Accidental damage

A14.3.1 The eligible claimant is required to allow us to inspect the damaged vehicle before it is repaired. Orders for repairs may only be issued with our consent.

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

A14.3.3 If a vehicle is stolen abroad, the police station in the area where the theft took place as well as the police station at your place of residence/registered office in Switzerland must be notified immediately.

A14.3.4 In the event of injury to an animal, you must ensure that the relevant authorities (e.g. police, game warden) record the event or that the animal keeper confirms it.

A14.3.5 As part of the "e-mobility battery," the eligible claimant must allow us to inspect the damaged property before it is repaired. Orders for repairs may only be issued with our consent.

A14.4 Mobility

The eligible claimant must notify us immediately so that we can organize measures. If measures are organized by you, the benefit limitations pursuant to D5 apply.

A14.5 Accident

At our request, every insured is required to undergo a medical examination by doctors appointed by us.

A14.6 Motor vehicle legal protection

A14.6.1 Handling of legal cases

- Notify us immediately as soon as you need legal assistance. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and rulings) and provide us with all the necessary information as well as powers of attorney.
- You will be advised and represented by our legal experts.
- If, in our view, it becomes necessary to involve an external lawyer, we will help you to select one and we will cover the costs incurred within the scope of the cost approval that was issued.
- You are free to choose your own lawyer in the following three cases:
 - For court or administrative proceedings where a lawyer must be used.
 - If your opposing party is an AXA Group company (other than AXA-ARAG).
 - If the legal case involved is one in which AXA-ARAG must also provide coverage to your opposing party.

If we reject the lawyer you selected, you can suggest three further lawyers. They may not belong to the same law firm. We must accept one of these three suggestions. In all these cases, we assume the costs within the scope of the cost approval issued by us.

- In connection with your legal case, you must release the lawyer you retained from attorney-client privilege in relation to us, and you must require the lawyer to keep us informed about the case. In addition, information that we require for our decisions must be provided to us, and relevant documents must be made available to us.
- You must obtain our consent before you retain a lawyer, commence court proceedings or conclude a settlement for which we are supposed to cover costs or accept any other obligations.
- Obligations for which you are responsible under a settlement will only be paid by us if we agreed to cover the costs and agreed to the settlement.
- You may not assign benefits under this agreement to any third parties without our written consent.
- If you are in breach of any duties to provide information or any rules of conduct, we may reduce or deny benefits. We will not do so if, under the circumstances, the breach was beyond your control or if you can prove that the legal case did not arise as a result of it,

and that the amount of the benefits owed was not affected.

- Instead of the insured benefits, we may pay all or part of the amount in dispute to you (buyout of claim). In this case, we take into consideration your risk of litigation and collection risk. In addition, we can have the benefits paid through an external service provider (e.g. lawyer).
- We accept no liability either for the choice and engagement of a lawyer or any other auxiliary persons (e.g. interpreter, expert, etc.). Furthermore, we accept no liability for the prompt communication of information or transfer of cash payments.

A14.6.2 Procedure in the event of differences of opinion

- A difference of opinion arises if we consider a legal case to be futile or if you disagree with us about the measures for processing your legal case. In this event, you have the right to have your chances of success assessed by an independent expert to be designated jointly. Within 20 days of receiving our letter setting out the reasons, you must ask us in writing to initiate dispute resolution proceedings; if we do not hear from you, you will be deemed to have waived this option. From the date of our letter, you yourself are responsible for meeting the deadlines in your legal case.
- If you request dispute resolution proceedings, we must each pay one half of the costs in advance, with the costs to be ultimately borne by the unsuccessful party. In these proceedings, no legal expenses are awarded to the opposing party.
- If you initiate legal proceedings after we have refused to pay benefits because we felt that the proceedings would be futile, we will cover the costs pursuant to the GIC in the event that the judgment or the result of the arbitration is more favorable than our written, reasoned assessment.

A14.7 Intoxicated and unfit condition or blatant disregard of maximum permitted speed limit

A14.7.1 The following applies if the driver caused the insured event while intoxicated (blood alcohol level above the legal blood-alcohol limit) or driving in an otherwise unfit condition, or by blatantly disregarding the maximum permitted speed limit (pursuant to the Road Traffic Act), and if their driver's license has been revoked for one of these offenses in the last five years preceding the event:

- We do not pay benefits under accidental damage and mobility insurance if you knew or ought to have known that the driver of the vehicle was intoxicated or otherwise unfit to drive.
- We take recourse against the driver of the vehicle for benefits under liability insurance and accident insurance for passengers.
- We do not provide any accident insurance benefits for the driver of the vehicle.
- F5 applies to motor vehicle legal protection.

A14.7.2 If the driver of the vehicle can prove that they have not had their driver's license revoked for any of these

offenses in the last five years preceding the event, the benefits for loss or damage due to gross negligence will only be reduced.

A14.7.3 These restrictions do not apply if the intoxicated or otherwise unfit condition of the driver or their particularly blatant disregard of the maximum permitted speed limit did not lead to or influence the event.

A15 Additional duties to provide information

A15.1 Communication with us

You must address all communications to the relevant branch office or to the registered office of AXA or AXA-ARAG.

A15.2 Increase or decrease in risk

If the information set out in the policy no longer applies, you must notify us immediately.

A16 Principality of Liechtenstein

If you are resident or have your registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

A17 Applicable law and place of jurisdiction

A17.1 Applicable law

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

A17.2 Place of jurisdiction

The ordinary courts of Switzerland have exclusive jurisdiction to settle disputes arising out of or in connection with the insurance contract, including actions filed by insureds or third parties for benefits for liability claims. If your residence or registered office is located in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have jurisdiction over such disputes.

A18 Trade and economic sanctions

We will not provide any insurance coverage, claims payments or any other benefits to the extent that the provision of such benefits would expose us to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws, or regulations of the European Union, the United Kingdom, the United States of America, Switzerland or the Principality of Liechtenstein.

Part B

Liability insurance

B1 Liability insurance: Damage caused by your vehicle

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

- injury to or death of persons (bodily injury)
- damage to or destruction of property (property damage). Injury to or the killing of animals is considered to be the same as property damage

The insurance covers bodily injury and property damage in the following situations:

- when operating the vehicle
- in the event of traffic accidents caused by the vehicle while not in operation
- when providing help after accidents involving the vehicle
- when entering or exiting or getting on or off the vehicle
- when opening or closing movable vehicle parts or when coupling or uncoupling a trailer or vehicle.

The insurance covers costs to be borne by an insured for reasonable measures to prevent an insured loss due to an imminent, unforeseen event (loss prevention costs).

B2 Damage to your own property (first-party loss)

Contrary to B6.1, the insurance covers property damage to the property of the keeper,

- of the spouse,
- of the registered partner,
- of the persons living with the keeper in the same household,

provided that this property was not transported using the insured vehicle (e.g. collision with second car or garage door). The benefits are limited to present value up to the amount specified in the policy.

If another insurance is liable to pay benefits for the same damage, we only cover the benefits that exceed the scope of the coverage of the other insurance (difference in limits and conditions coverage).

B3 Insured vehicles

The insurance covers the vehicles listed in the policy or in the vehicle list as well as vehicles and trailers that are pulled or pushed by them.

B4 Insureds

The insurance covers the keeper of the vehicle and all persons for whom the keeper is responsible pursuant to road traffic legislation.

B5 Benefits in the event of a claim

We pay justified claims and defend against unjustified claims within the limits of the guaranteed amounts specified in the policy and the General Insurance Conditions.

B6 Exclusions

The insurance does not cover...

B6.1 Property damage

...claims arising from property damage of the keeper,

- of the spouse,
- of the registered partner,
- of any grandparents, parents, children, grandchildren or siblings living in the same household with the keeper.

The insurance also excludes damage to the insured vehicle, the trailer and the items attached to or transported with it. However, the insurance does cover claims for items such as luggage and similar items carried by persons other than those mentioned above.

B6.2 Racing and similar driving

...claims arising from accidents that occur at motor sport or cycling events in Switzerland or abroad in accordance with the provisions of Swiss road traffic legislation;

B6.3 Nuclear energy

...claims arising from loss or damage that is covered under the Nuclear Energy Liability Act;

B6.4 Financial loss

...claims arising from pure financial loss;

B6.5 Unlicensed driving

...the liability of drivers who do not have the legally required driver's license or do not meet the corresponding requirements, or of persons who should have been aware of these deficiencies if they had paid due attention;

B6.6 Unauthorized driving

...the liability of persons who used the vehicle entrusted to them for trips for which they were not authorized as well as the liability arising from trips taken without official authorization;

B6.7 Felonies

...liability arising from accidents in connection with the deliberate commission of a felony or misdemeanor. This includes the intent or attempt to commit these.

B7 Recourse

We can demand the return of part or all of the benefits paid to you or other insureds if:

- there are legal or contractual reasons for doing so;
- we must pay benefits after the insurance policy has lapsed.

Part C

Accidental damage insurance: Damage to your vehicle

The insured events as well as whether you have partial accidental damage or comprehensive accidental damage insurance are specified individually in the policy. Comprehensive accidental damage includes sections C1 and C2, partial accidental damage only includes C2.

C1 Collision: Damage caused by you

The insurance covers damage caused by a sudden and violent external event. This includes, but is not limited to, damage due to collision, impact, overturning, crash, sinking as well as distortion when dumping. Damage caused while loading or unloading the vehicle is covered even if there was no external impact similar to a collision.

C2 Partial accidental damage

C2.1 Theft, including car hacking

The insurance covers loss or damage caused by theft or attempted theft, misappropriation of the car for use or robbery including by means of car hacking, e.g. misuse of the keyless system by car hacking.

In the event of car hacking, we also cover up to CHF 2,000 of the costs of providing evidence of damage and of resetting the damaged programs and systems.

C2.2 Misappropriation

The insurance covers loss or damage caused by the misappropriation or unlawful appropriation of the insured vehicle that was entrusted to a third party for an agreed period of time and could not be recovered within two months of the filing of a criminal complaint.

There is no insurance coverage if the claim asserted is covered in full or in part under another insurance contract.

Any deposit paid by the user of the vehicle is deducted from the insurance benefits.

The following applies in addition to the obligations specified in A14 and A15:

- The driver must be resident in Switzerland or the Principality of Liechtenstein.
- In the event of damage, a report must be filed immediately with the competent police authority. At the same time, the incident must be reported to us and the following information must be provided:
 - description of the vehicle, i.e. make/model, serial number, registered license plate number
 - complete personal details and address of the renter and the driver
 - date/time of the handover and return of the vehicle

In the case of commercial rentals, a valid rental contract with the details mentioned above must be provided as well as a copy or photograph of the identity card or passport of the lessee.

C2.3 Glass breakage

The insurance covers damage from breakage to the following vehicle parts: Windshield, side and rear windows and sunroofs made of glass or of materials used as a substitute for glass.

No compensation is paid for glass breakage if the broken glass is not replaced or repaired or if further damage caused the total costs of repair to be equal to or exceed the present value of the vehicle.

C2.4 Glass breakage including headlights and side view mirrors

In addition to the damage insured in C2.3, the insurance covers damage to headlights, rear lights, indicators and side view mirrors caused by a sudden and violent external event.

No compensation is paid if replacement or repair is not made or if further damage caused the total costs of repair to be equal to or exceed the present value of the vehicle.

C2.5 Natural hazard events

The insurance covers damage caused directly by natural hazards such as landslides, rockslides or rockfalls (damage caused by rocks falling directly onto the vehicle from above), high water, flooding, windstorm (= wind speed of 75 km/h or more), hail, avalanche, snowslide or snow load. This list is exhaustive.

C2.6 Fire

The insurance covers loss or damage caused by open fire, explosion or lightning (the insured vehicle must have been hit directly by the lightning). Damage to cables caused by so-called cable fire (short circuit) is covered even if there is no open fire. In addition, damage caused during a firefighting operation is also insured. The insurance does not cover warranty claims (e.g. if services have to be provided with a warranty) against third parties.

C2.7 Damage caused by martens and rodents

The insurance covers damage caused by martens, in particular bite and consequential damage. The insurance also covers damage to the vehicle caused by rodents (e.g. damage to cables and hoses caused by mice, etc.).

C2.8 Collision with animals

The insurance covers damage due to collision with animals. If you do not meet your obligations under A14.3.4, we will treat the damage as a collision event.

C2.9 Malicious damage
The insurance covers damage due to deliberately broken or damaged antennas, side view mirrors, windshield wipers or embellishments original to the vehicle, defaced paintwork (but not scratches), punctured tires, harmful substances poured into the fuel, fuel additive or oil tank, or slashed convertible tops. For motorcycles, the insurance also covers the puncturing or defacing of saddlebags and seats. This list is exhaustive.

C2.10 Personal belongings in the vehicle
The insurance covers damage to or destruction of personal belongings inside the vehicle and items worn by the driver or a passenger if the vehicle sustains damage. Theft is only insured if these items were locked inside or permanently attached to the vehicle (e.g. in roof boxes or roof racks).
Repair costs are covered up to a maximum of the cost of purchasing a new item of equal value, but in no case more than the agreed sum insured.

The insurance does not cover:

- C2.10.1 • **any means of payment, monetary assets, valuables, tickets, subscriptions or items of personal sentimental value**
- restoration costs for photo, film, video and audio recordings, computer files and documents.
- Animals
- C2.10.2 • any kind of electronic devices (computers, laptops, cell phones, etc.), software and trade goods and items used for professional purposes.

C2.11 Personal belongings in the vehicle Plus
Same coverage as for Personal belongings in the vehicle under C2.10 but without the restrictions pursuant to C2.10.2.

C2.12 Replacement vehicle
We reimburse travel and transportation costs that you incur as a result of the loss of use of the insured vehicle. If a replacement vehicle is rented, we reimburse the going rate for renting an equivalent vehicle. The benefits are paid in the event of accidental damage (C1 to C3) or in the event of a breakdown (D1.1). Benefits are paid up to the sum insured specified in the policy.

C2.13 Transport following breakdown
If the vehicle stops working due to a breakdown pursuant to D1.1, we pay the effective costs of transport to the nearest suitable repair shop. Damage due to events pursuant to C1 to C3 do not count as breakdowns.

C2.14 Tires and rims
The insurance covers unforeseen and sudden damage to rims and tires if these were firmly attached to the vehicle at the time of the damage. We compensate the costs for the repair or, if repair is not possible, the replacement, including the costs of installation.
Compensation is paid for the same model of the same make or, if this is no longer available, an equivalent replacement with identical technical features.

The insurance does not cover:

- damage as the direct result of lasting, foreseeable influences of a mechanical, thermal or electronic nature, such as aging, wear and tear, corrosion or rotting
- damage for which third parties such as manufacturers, sellers, contractors, mechanics, etc. are liable by law or contract
- damage due to design, manufacturing or material defects
- damage as a direct result of an excessive buildup of rust and other deposits
- damage in the event of an insured tire with a tread depth of less than 3 mm
- damage that is incurred while driving on non-public roads (e.g. offroading)

C2.15 Loss of and damage to vehicle keys
The insurance covers the loss of as well as unforeseen and sudden external damage to the vehicle keys/vehicle entry system. We cover the costs of replacing keys (including remote controls, keyless entry systems, key cards, etc.), including the costs necessary to replace the locks and to reset/restore the entry system.

The insurance does not cover:

- damage caused by the transmission of malware by the manufacturer or the garage
- damage to the locking system (such as the start-stop system, steering lock, transponder, immobilizer, door handle, door lock)
- damage as a result of faulty operation, natural wear and tear (including a lack of maintenance of the battery)

C2.16 E-mobility battery
C2.16.1 Insured property
The insurance covers high-voltage vehicle batteries (hereinafter referred to as "batteries") of any kind, including their housing and their inner parts, during the first eight years of operation of the vehicle and up to a maximum of 200,000 vehicle kilometers driven (vehicle mileage). If one of these values is exceeded at the time of the claim, the insurance only covers the costs of disposal.

C2.16.2 Coverage
The insurance covers loss or damage caused by:

- operating errors such as, for example, causing an irregular load on the battery, completely discharging it or incorrectly programming an intelligent wall box
- deep discharge (battery voltage drops below a critical level) due to a defective charging device, for example
- overvoltage/overcurrent (battery voltage exceeds the range of tolerance) due to a loss of power, thermal overload or lightning, for example
- malfunctioning of the charging device
- other exceptional loss of capacity of greater than 50 % in the first three years of operation of the vehicle

This list is exhaustive.

C2.16.3 Benefits in the event of a claim

Provided that no warranty work is due (to be verified by you), we will cover the costs for the repair or, if no repair is possible, we will cover the costs for the replacement of an equivalent battery. The calculation of the benefit is made in accordance with the type of compensation selected for accidental damage insurance (C5) and specified in the policy. The costs of disposal of up to CHF 2,000 are also covered in connection with an insured claim.

C2.16.4 Special benefits

Property damage to others as a result of battery fire

At your request, we cover claims of third parties for property damage caused by a battery fire even if there is no statutory liability. Our benefits are limited to CHF 100,000 per event.

The insurance does not cover:

- loss or damage for which other service providers (e.g. in the case of warranties) are required by law or by contract to pay, or for which third parties are liable (e.g. garage, manufacturer, importer)
- damage to the insured vehicle
- damage for which another insurance is required to pay benefits (e.g. building insurance, personal liability insurance)
- bodily injury and pure financial loss

C3 Parking damage

C3.1 Parking damage

The insurance covers damage up to CHF 1,000 caused to the parked vehicle by unknown persons and vehicles (e.g. scratches). A maximum of one claim will be paid per insurance year (January 1 to December 31) per license plate; the date on which the claim is reported is decisive. If benefits are paid under parking damage insurance, we do not pay any other benefits under collision coverage (C1) at the same time.

C3.2 Parking damage Plus

The insurance covers damage caused to the parked vehicle by unknown persons and vehicles.

C4 Insured vehicle and accessories

C4.1 The insurance covers the vehicles and accessories specified in the list of vehicles. If, for utility vehicles with a total weight of over 3.5 tons as well as for work machines and agricultural vehicles, the catalog price, including optional equipment and accessories was declared too low, compensation will be reduced proportionately in the event of a claim.

C4.2

Unless there is a special agreement in effect, optional equipment and accessories that go beyond the standard equipment that comes with the vehicle and for which an (additional) price must be paid are also insured altogether up to a maximum of 10% of the catalog price of the vehicle. This includes, for example, car radios, sunroofs, rear view cameras, attached advertisements, spare tires and rims, and ski racks, regardless of whether they were delivered with the vehicle or were installed or purchased separately.

C4.3

Agricultural vehicle equipment and trailers are insured, provided that they are attached or connected to the insured agricultural vehicle at the time of the loss event and are owned by you. If you are not the sole owner of the equipment/trailer affected by a claim, our indemnity for this equipment or this trailer is limited to the present value. Equipment and trailers are only insured under accessories if they are included at their catalog price within the scope of the declared value of the vehicle, meaning that the declared value of the vehicle must correspond to the highest possible total catalog price of a vehicle combination (vehicle including connected equipment and trailers).

C4.4

The following do not constitute optional equipment or accessories:

- Any type of electronic equipment not permanently installed in the vehicle
- In addition for motorcycles: helmets, goggles, gloves and other articles of clothing

C5

Benefits in the event of a claim

C5.1

Repairs

We pay the costs for the repair of the vehicle within the limits of its present value as well as the optional equipment and accessories, unless the event involves a total loss as defined in C5.2. Compensation may be made contingent on the repair actually being carried out. If faulty maintenance, wear and tear or prior damage have led to increased repair costs, or if the repair has improved the condition of the vehicle, you must pay the corresponding share of these costs. We are under no obligation to pay for a new replacement if it is possible to fully repair the damaged components. The insurance pays the present value for damaged tires.

If repairs are not carried out on recreational vehicles or travel trailers in the event of a claim, we will only compensate for depreciation in accordance with the guidelines of the Schweizerischer Caravangewerbe-Verband SCGV (Swiss Camping Industry Association). Any agreed deductible will be deducted from the calculated damage.

C5.2	Total loss There is a total loss if: <ul style="list-style-type: none"> the repair costs exceed the present value for the compensation type "present value supplement," the repair costs exceed 60% of the value of the vehicle in the first two years of operation a stolen vehicle or stolen optional equipment and accessories have not been found within 30 days of the theft being reported to one of our Swiss branch offices a misappropriated vehicle could not be recovered within two months of the filing of a criminal complaint The calculation of the benefits depends on the type of compensation agreed (present value supplement, present value).																		
C5.2.1	Present value supplement <table border="1"> <thead> <tr> <th>Time in operation</th> <th>Insured vehicle value, in %</th> </tr> </thead> <tbody> <tr> <td>in year 1</td> <td>100</td> </tr> <tr> <td>in year 2</td> <td>100</td> </tr> <tr> <td>in year 3</td> <td>90 – 80</td> </tr> <tr> <td>in year 4</td> <td>80 – 70</td> </tr> <tr> <td>in year 5</td> <td>70 – 60</td> </tr> <tr> <td>in year 6</td> <td>60 – 50</td> </tr> <tr> <td>in year 7</td> <td>50 – 40</td> </tr> <tr> <td>from year 8</td> <td>present value plus 10% thereof</td> </tr> </tbody> </table> <p>The benefits are reduced commensurately after assessment by an expert if inadequate maintenance, wear and tear or pre-existing damage more likely contributed to the total loss. If the actual purchase price was less than the benefits calculated in this manner, the purchase price will be paid, but no less than the present value. If the purchase price cannot be substantiated, only the present value is compensated. Any agreed deductible and the salvage value will only be deducted afterwards.</p>	Time in operation	Insured vehicle value, in %	in year 1	100	in year 2	100	in year 3	90 – 80	in year 4	80 – 70	in year 5	70 – 60	in year 6	60 – 50	in year 7	50 – 40	from year 8	present value plus 10% thereof
Time in operation	Insured vehicle value, in %																		
in year 1	100																		
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in year 5	70 – 60																		
in year 6	60 – 50																		
in year 7	50 – 40																		
from year 8	present value plus 10% thereof																		
C5.2.2	Present value The benefits are limited to the present value.																		
C5.2.3	Additional basis for the calculation of benefits 1. Salvage value In the case of a total loss, the benefits are reduced by the salvage value of the vehicle. If this value is not deducted, the scrap becomes our property as soon as the benefits have been paid. If a misappropriated vehicle or individual optional equipment and accessories are compensated as a total loss, the rights of ownership are transferred to us. 2. Value added tax Claims payments to taxpayers who are able to deduct input tax are disbursed without value added tax. Claims payments based on provisional estimates of repair costs do not include value added tax.																		

C5.3	Additional benefits For insured events, we pay benefits for the repairs or the total loss, and also pay the costs of: <ul style="list-style-type: none"> the recovery and transport to the nearest suitable repair shop as well as customs clearance of up to CHF 10,000 if necessary, return transportation to Switzerland of up to CHF 1,000. The cost of cleaning the interior of the vehicle after administering first aid to accident victims is covered for up to CHF 500.
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C6	Exclusions
	The insurance does not cover...
C6.1	Damage resulting from operation ...loss or damage resulting from operation of the vehicle, in particular damage caused by something other than a violent external influence or damage due to an internal defect (e.g. a lack of or freezing of liquids, operating errors, faulty or fatigued materials, wear and tear, excessive use, malfunction of electric or electronic components);
C6.2	Cargo ...loss or damage caused by the cargo, unless it is in connection with an insured collision event;
C6.3.	Racing and similar driving ...loss or damage that occurs during participation in races, rallies and similar competitive driving events and while driving on race tracks and training tracks (e.g. skid control courses, sports driving courses, with the exception of training courses in Switzerland recognized by us);
C6.4	State of emergency ...loss or damage in connection with warlike events, military use, civil unrest, violence against persons or property during riots and similar events, unless you can credibly demonstrate that you or the vehicle driver took reasonable precautions to avoid the damage;
C6.5	Felonies/misdemeanors ...loss or damage in connection with the deliberate commission of a felony or misdemeanor. This includes the intent or attempt to commit these. Likewise, loss or damage as a result of the vehicle being driven by a person who does not possess the legally required permit or does not meet the corresponding requirements;
C6.6	Unlicensed driving ...loss or damage that occurs on trips taken without official authorization;
C6.7	Special events ... loss or damage in connection with seizure by authorities, earthquakes; ... loss or damage due to nuclear reaction, radioactive radiation or radioactive contamination, regardless of any other causes. The insurance does not cover, in particular, any damage due to an incident at a nuclear power plant.

Part D

Mobility insurance

D1 Coverage

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

D1.1 Breakdown

Sudden, unforeseen breakdown of the insured vehicle due to a technical defect rendering onward travel impossible or illegal. The following are treated in the same way as a breakdown:

- tire failure
- lack of fuel
- loss of or damage to vehicle keys, keys locked in the vehicle (including remote controls, key cards, etc.)
- discharged batteries/high-voltage batteries
- misfueling

D1.2 Collision

A collision event is described in C1.

D1.3 Other accidental damage events

Accidental damage events are described in C3.

D2 Territorial scope

D2.1 If the mobility policy specifies "Switzerland," the insurance is only valid, in amendment of A2.1, in Switzerland and the Principality of Liechtenstein.

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

D3 Insureds

The insurance covers the vehicle drivers and passengers.

D4 Insured vehicles

The insurance covers the vehicle specified in the list of vehicles as well as trailers pulled or pushed by these.

D5 Benefits in the event of a claim

In the event of an insured claim, our benefits are limited to a total of CHF 10,000 per event. Benefits will only be paid for measures that have been organized or ordered by us. If, due to the circumstances, we cannot be reached and the insured must thus arrange for roadside assistance and towing on their own, we cover the corresponding costs up to a maximum of CHF 250 per event.

D5.1 Providing advice and making arrangements

We offer advice and make arrangements for measures by telephone around the clock. Only passenger cars can be organized as replacement cars; this option is dependent on availability and the requirements of the car rental companies (e.g. necessity of a credit card in order to rent).

D5.2 Roadside assistance and towing

We will pay for roadside assistance to restore the vehicle to roadworthy condition at the site of the breakdown, including replacement parts, such as cables, clamps, hoses, fuses (not including batteries) that are usually carried in roadside assistance vehicles. If the vehicle cannot be made roadworthy at the location of the breakdown, we pay for towing the vehicle to the nearest suitable repair shop.

D5.3 Vehicle recovery

We cover the costs of having the vehicle recovered and transporting it to the nearest suitable repair shop.

D5.4 Storage fees

We cover storage fees up to a maximum of CHF 250 per event and vehicle (e.g. if the vehicle involved in the accident is parked on a repair shop site for a few days).

D5.5 Vehicle return

If the vehicle cannot be repaired at the nearest suitable repair shop on the same day, we will pay for the return of the vehicle to the agreed garage, provided that the cost of this is not greater than the present value of the insured vehicle.

D5.6 Delivery of replacement parts

For an event that occurs outside of Switzerland, we will pay the cost of delivering the replacement parts needed to ensure that the vehicle is returned to roadworthy condition.

D5.7 Additional transportation costs

We cover additional transportation costs for persons to continue their trip up to maximum CHF 500 per insured or the costs for them to return directly to their permanent home address.

D5.8 Additional costs for accommodation and meals

We cover additional costs for accommodation and meals during the time it takes to repair the vehicle up to maximum CHF 500 per insured.

D6 Exclusions

The insurance does not cover...

D6.1 Cargo

...benefits in connection with the cargo;

D6.2 Recourse

...recourse claims by third parties;

D6.3 General

...the exclusions indicated in C6.3 to C6.7.

Part E

Accident insurance

E1 Coverage

- E1.1 The insurance covers accidents in connection with the use of the insured vehicle as well as when rendering assistance to others while on the road.
-
- E1.2 The insurance also covers accidents if you drive a third-party vehicle of the same category that is registered in Switzerland or the Principality of Liechtenstein and provided that you do not have equivalent insurance coverage under another passenger accident insurance policy. This extension of coverage only applies if the policyholder is a natural person.
-
- E1.3 Accidents are deemed to be physical injuries pursuant to the provisions of the Federal Act on Accident Insurance (AIA) and the Federal Act on General Aspects of Social Security Law (GSSLA). Causality is established in accordance with the AIA.
-
- E1.4 The definition of an accident also includes:
- involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances
 - frostbite, heatstroke, sunstroke and health impairments caused by ultraviolet radiation, excluding sunburn
 - drowning
-
- E1.5 Benefits are reduced proportionately if the health impairment or death was caused only in part by the accident.

E2 Benefits in the event of a claim

Benefits (E2.1 to E2.5) are limited to CHF 30 million per event in total.

E2.1 Medical expenses

From the date of the accident, we pay for the following expenses that are administered or prescribed by a licensed doctor or dentist:

- medical treatment and any transport of the patient required for this purpose;
- treatment in the private room of a hospital or spa (spa therapy only at specialized spa establishments and with our approval);
- services provided by certified nursing staff or the nursing staff provided by an institution for the duration of the medical treatment;
- payments for rental of medically required mobility aids;
- initial purchase of artificial limbs, eyeglasses, hearing aids and orthopedic aids as well as their repair or replacement (new value) if they were damaged or destroyed in the accident that caused the need for medical treatment.

We also pay the daily benefits deduction provided for in the Federal Act on Accident Insurance (AIA) for living costs at a treatment center.

We do not cover medical expenses paid by a liable third party or their liability insurer or any expenses that are covered by a social insurance plan.

E2.2 Transported pets

If pets transported in the insured vehicle are injured, we pay for medical treatment of up to a maximum of CHF 5,000 per event. For loss of a pet pursuant to C1 to C2.8, a maximum of CHF 5,000 per event is paid for the purchase of an equivalent pet. Medical expenses and other costs that were paid by a liable third party or their liability insurer are not covered.

E2.3 Daily hospital benefits

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

E2.4 Daily benefits

If the accident results in an inability to work, we pay the agreed daily benefits to the extent of the inability to work as confirmed by a doctor. These benefits are paid for a maximum of 730 days.

E2.5 Disability

If the accident results in disability that is likely to be permanent, we pay the percentage corresponding to the degree of disability. The degree of disability is determined in accordance with the provisions on the assessment of physical or mental impairment of the Federal Law on Accident Insurance (AIA). If several body parts are affected by the accident, the percentages are added together. However, the degree of disability can never exceed 100%. If the insured was already disabled before the accident took place, we will pay the difference between the amount due for the previous degree of disability and the amount calculated for the overall degree of disability. The benefits are increased by 50% if an insured has at least one child under the age of 20 at the time of the accident.

E2.6 Death

We pay the benefits for the insured

- to the spouse or registered partner;
- in the absence thereof, to the children who were fully or partially supported by the insured;
- in the absence thereof, to any other persons who were supported primarily by the insured;
- in the absence thereof, to the descendants entitled to inherit;
- in the absence thereof, to the parents;
- in the absence thereof, to the siblings or their descendants.

If none of these persons exist, we will pay funeral expenses up to the amount of the insured lump sum death benefits. The benefit is increased by 50% if an insured has at least one child under the age of 20 who is entitled to inherit.

E3 Special benefits

We cover the costs of

- the necessary rescue, recovery and repatriation of the body of the accident victim to their place of residence, which are not to exceed CHF 100,000 per accident in total. We will also take care of the necessary formalities;
- cleaning, repairing or replacing (new value) damaged clothing or personal effects up to CHF 2,000 per person.

E4 Exclusions

E4.1 The insurance does not cover ...

E4.1.1 ...the persons listed in B6.5 and B6.6;

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

E4.1.3 ...deductibles, co-pays and other fees charged by HIA insurers;

E4.1.4 ...accidents if the vehicle was misappropriated or in connection with the circumstances described in B6.6, B6.7 and in C6.3 to C6.7.

E5 Reduction in benefits for overcrowded vehicle

The benefits will be divided by the number of persons who were in the vehicle at the time of the accident and multiplied by the number of seats according to the vehicle registration document.

E6 Relationship to liability insurance

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

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

Part F

Legal protection insurance (motor vehicle legal protection)

With motor vehicle legal protection, we, AXA-ARAG Legal Protection Ltd, Affolternstrasse 42, 8050 Zurich, provide support for legal issues and disputes relating to your insured vehicles.

AXA cannot instruct AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share any information about legal cases with AXA if so doing could disadvantage the insureds.

F1 Insured vehicles

The insurance covers all motor vehicles specified in the policy or in the list of vehicles.

F2 Insureds

The definition of insureds includes:

- you as owner and keeper of the insured vehicles
- the authorized drivers and passengers of the insured vehicles

F3 Insured benefits

In an insured legal case, we will cover the costs listed below and provide the following services up to the sum insured specified in the policy.

The following also apply with respect to the costs:

- If persons other than you are also involved in a dispute, we cover the costs proportionately.
- Multiple legal cases arising from the same cause and/or the same triggering event, or which are related to such cause or event, are considered to constitute a single legal case. For each legal case, the respective benefits for all insureds are cumulated and the sum insured is paid no more than once.
- If you are entitled to benefits under more than one contract for the same insured legal case, the highest agreed sum insured will be applied once.
- For all legal cases that are processed under the same policy and occur in the same insurance year, a total sum insured of CHF 1,500,000 applies.
- If a deductible applies, the sum insured is reduced by the agreed deductible.

F3.1 Insured services

Legal advice and processing of the legal case by our in-house Legal Services. The hourly rate charged for the services provided by our Legal Services is CHF 200.

F3.2 Insured costs

You must obtain our prior consent for the coverage of any external costs.

- **Involvement of an external lawyer:** We cover the necessary lawyers' fees for legal representation engaged with our consent and whose fee agreement was approved by us. In such cases, you will have to pay a deductible of 10%, however, with a minimum of CHF 500 and a maximum of CHF 10,000. This deductible will not apply, however, if you choose the legal representation recommended by us.
- **Immediate right to an attorney:** We pay an advance of up to CHF 10,000 for a criminal defense lawyer who you retain for the first examination hearing. In the event of a final conviction for a willful felony or misdemeanor (something done deliberately or that was accepted), this advance payment must be refunded to us.
- **Expert opinions and reports:** We cover the costs of an expert opinion if the assessment of a specialist is required or was ordered by a court. The costs of medical examinations, analyses and tests to establish if a person is fit to drive and capable of driving are excluded.
- **Proceedings before state courts and authorities:** The costs of proceedings are covered by us, we cover the costs relating to a penal order or a ruling by the Department of Motor Vehicles up to CHF 500 per insurance year.
- **Non-court costs and legal expenses of an opposing party:** If you are required by a court to compensate an opposing party for their legal expenses and attorney fees, we will cover these costs. If legal expenses and opposing party legal expenses are awarded to you, you must refund or assign these expenses to us up to the amount of the benefits we have already paid.
- **Mediation and arbitration proceedings:** These costs are covered by us if the respective proceeding was agreed to by the parties in writing prior to the occurrence of the legal case or if it is provided for by law.
- **Bail:** In order to avoid pretrial detention, you may apply to us for an advance for bail. The advance you receive must be refunded to us prior to the conclusion of the legal case.
- **Translations:** We cover the necessary translation costs of up to CHF 10,000 for legal cases with a foreign connection.
- **Travel expenses:** We cover the necessary costs of up to CHF 5,000 for travel to court hearings abroad.
- **Collection (e.g. debt collection proceedings):** We cover the costs for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy warning has been received.

F4 Insured legal cases

A legal case is insured if both the triggering event and the need for legal protection occur during the period of coverage and this is reported to us in this period or three months following the end of the insurance contract at the latest. The triggering event is defined as the first actual or alleged breach of law or breach of contract. The date of the occurrence of the insured event is decisive for disputes regarding insurance benefits.

F4.1 Vehicle contract law

The insurance also covers disputes arising under contracts pursuant to the Swiss Code of Obligations (e.g. purchase or lease) in connection with your insured company vehicles. Contracts with customers concluded on a commercial basis are excluded (unless the contract deals with the rental of replacement vehicles for customer vehicles being repaired).

F4.2 Criminal and administrative proceedings

The insurance covers criminal proceedings and proceedings regarding the revocation of Swiss driver licenses and vehicle registrations, provided that the offense was due to negligence (something that happened "by mistake"). If you are accused of an intentional offense (something done deliberately or accepted), we will subsequently reimburse costs if the criminal proceedings are discontinued or you are acquitted. The discontinuation of the proceedings or acquittal must not be associated with any financial or material compensation to the plaintiff or any other persons or organizations.

F4.3 Vehicle taxation

The insurance covers disputes concerning the taxation of your insured vehicles as well as road usage fees such as the heavy vehicle charge.

F4.4 Ownership and property law

The insurance covers disputes arising from the ownership of your insured vehicles, including their accessories.

F4.5 Law of damages

The insurance covers the enforcement of non-contractual claims for damages (e.g. repair costs and medical expenses after a car accident).

F4.6 Insurance law

The insurance covers disputes with private personal insurance companies and Swiss social insurers. Disputes in connection with social assistance or social welfare offices are not insured.

F5 Exclusions

The insurance does not cover legal cases and benefits in connection with:

- legal issues and disputes that are not specified under F4 as being insured or are excluded
- claims, debts and liabilities that are transferred to you by assignment, takeover, or in some other way
- defense against non-contractual claims for damages and claims for compensation for pain and suffering asserted against you
- the costs for which a liable person or a liability insurer is responsible
- felonies, including speeding offenses, of which you are accused in a criminal proceeding and the resultant legal consequences
- driving the vehicle if the driver was not authorized to do so or repeatedly drove a vehicle while intoxicated or under the influence of medication or drugs, or if the vehicle involved did not have valid license plates. However, the insurance does cover those insureds who were not aware or could not have been aware of this
- fines, contractual penalties and other costs of a punitive nature
- qualifying or re-qualifying for a driver's license
- participation in races or rallies and while driving on race tracks or training tracks
- disputes with AXA-ARAG, its employees or the persons engaged in a legal case
- disputes between persons insured under the same policy. In such a case, coverage is provided for the policyholder only
- war, warlike occurrences, and unrest of any kind (e.g. demonstrations, strikes or riots)
- loss or damage due to radioactive or ionizing radiation
- costs for the assertion of time-barred claims and claims against companies that are bankrupt or under a debt restructuring moratorium
- proceedings before supranational or international courts and authorities

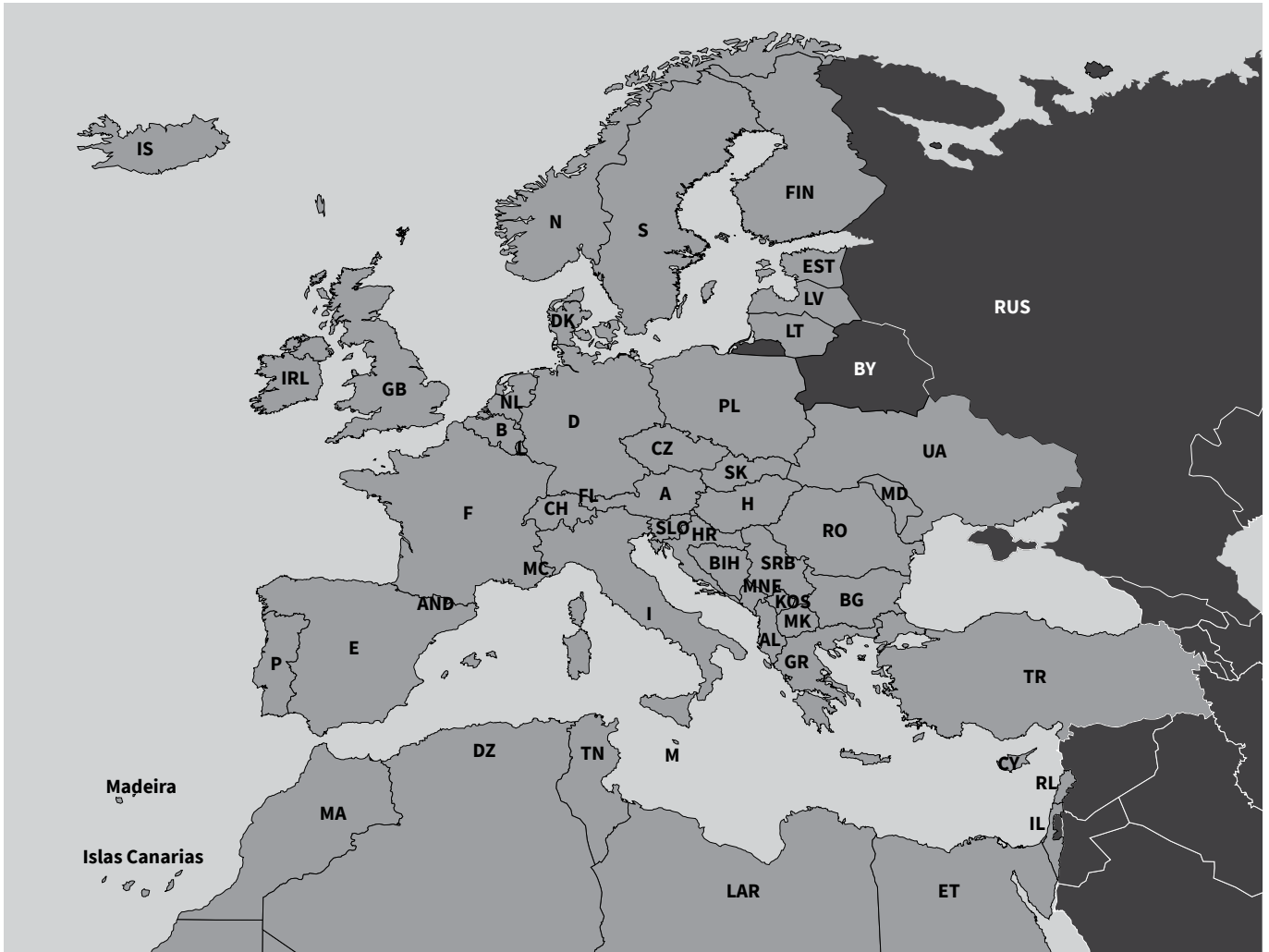
Part G

Definitions

The technical expressions used in the General Insurance Conditions (GIC) are explained in the following table.

Term	Description
Time in operation	Period from the initial registration until the date of the loss or damage.
Vehicle value	The sum set out in the policy or the list of vehicles for the catalog price, optional equipment and accessories or the value set out in the policy or the list of vehicles.
Catalog price	Official list price valid at the time of manufacture, including value added tax. If this cannot be ascertained, the gross price for the factory-new vehicle applies.
Present value	Value of the vehicle plus its optional equipment and accessories at the time of the insured event as calculated taking into account the years in operation, kilometers driven (e.g. mileage, driving hours), marketability and the condition. If no agreement can be reached, the documents of the Schweizerischer Verband der freiberuflichen Fahrzeug-Sachverständigen (association of independent vehicle experts) shall be decisive.
Insurance year	An insurance year starts on the (main) due date of the premium specified in the policy and lasts 12 months at a time (e.g. from January 1 to December 31).
First registration	Date on which a license plate for a vehicle is registered for the first time or the vehicle was registered. This date is set out in the vehicle registration document.
Reminder fees	Reminder fees are charged if an outstanding account is not paid within the deadline set. If a reminder for payment of an outstanding amount has to be sent several times, additional reminder fees will be incurred for each step in the reminder process. If, for example, the "legal reminder," including reminder fees, has not been paid in full, additional reminder fees will be incurred with the notice "Invalid certificate of insurance – license plates confiscated."

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





Need to file a claim?

It's easy and fast – notify us of your claim online at:

[AXA.ch/report-claim](https://www.axa.ch/report-claim)

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