

## **BOX, Household Insurance from Winterthur**

---

### **General Insurance Provisions (GIP) Personal Liability Insurance**

The original wording governs the legal interpretation of your policy.

Edition 01.2007

# Contents

---

## Your Personal Liability Insurance at a Glance

Page 3

### A

---

#### Scope of Insurance

Page 5

- |   |   |    |   |
|---|---|----|---|
| 1 | What does the insurance cover?  | 9  | What applies to real estate?  |
| 2 | Who is insured?   | 10 | What applies to tank facilities?  |
| 3 | Where does the insurance apply and what risks are insured?                                      | 11 | What applies to loss prevention costs?                                  |
| 4 | What compensation is insured?   | 12 | What is only insured under a special agreement?                         |
| 5 | When does Winterthur pay compensation if there is no statutory liability?                       | 13 | What does the insurance generally not cover?                            |
| 6 | What applies to motor vehicles?   | 14 | What deductible does the policyholder bear?                             |
| 7 | What applies to boats and aircraft?   | 15 | What recourse and compensatory claims of third parties are not covered? |
| 8 | What applies to bicycles, motorcycles and vehicles legally regarded as bicycles or motorcycles? |    |   |

### B

---

#### Miscellaneous Provisions

Page 9

- |   |   |   |   |
|---|---|---|---|
| 1 | From when to when is the insurance valid?                           | 6 | When can the compensation payment be reduced?     |
| 2 | What precautionary insurance coverage does Winterthur also provide? | 7 | How can the contract be terminated after a claim? |
| 3 | What applies to premium payments?                                   | 8 | When is a no-claims bonus granted?                |
| 4 | What happens if premiums or deductible provisions change?           | 9 | What law also applies to these provisions?        |
| 5 | What must be done to claim compensation?                            |   |   |

## Your Personal Liability Insurance at a Glance

We would like to inform you about the details of our insurance package.

<b>Who is the insurance provider?</b>	Winterthur Insurance, a stock corporation with its head office in Winterthur ( <a href="http://www.winterthur.com">www.winterthur.com</a> ).
<b>Which liability claims can one insure oneself against?</b>	<p>Personal liability insurance covers claims arising from personal injury or damage to property (GIP A 1) which are brought against you or members of your family (GIP A 2) in your private capacity. This also includes claims which you are liable for as a homeowner, tenant, head of a family, animal owner or which occur while you are practicing any kind of sport.</p> <p>A special agreement is needed to cover claims arising from liability (GIP A 12):</p> <ul style="list-style-type: none"><li>– For damage to other people's cars, trailers or motorcycles that you occasionally use but do not pay for;</li><li>– As an owner of model aircraft;</li><li>– For injuries to borrowed or rented horses;</li><li>– Associated with hunting;</li><li>– Arising from primary or part-time professional activities.</li></ul>
<b>Where does the insurance cover apply?</b>	The insurance is valid worldwide. However, liability in connection with real estate is only insured in Switzerland, Liechtenstein, Büsingen and Campione (GIP A 3).
<b>What does the insurance exclude?</b>	<p>In general, the insurance does not cover (GIP A 13):</p> <ul style="list-style-type: none"><li>– Own damage or claims arising from damage caused by the insured persons to their own property (e.g. your daughter damages your camera);</li><li>– Claims arising in connection with a commercial or agricultural business (e.g. you operate your business as a painter from home);</li><li>– Wear and tear, claims arising from damage which should in all probability have been anticipated (e.g. stained walls due to many years of smoking in a rented property);</li><li>– Claims arising from gradual damage (e.g. damage caused by damp in a rented property caused by failure to air rooms);</li><li>– Claims arising due to failure to fulfill a legal or contractual insurance obligation (e.g. failure to display a valid bicycle license).</li></ul>
<b>What are the insured benefits?</b>	<p>The insurance covers the financial consequences of claims for damages and the costs of legal defense against unjustified claims (GIP A 4). The compensation is limited to the guaranteed sum set out in the application and the policy. Any deductibles are listed in the application and the policy (GIP A 14).</p> <p>In addition, Winterthur pays up to CHF 100,000.– on request to compensate claims for damage caused by your minor children or persons entrusted with the care of your pets, even if there is no liability (GIP A 5).</p>
<b>What applies regarding the premiums?</b>	<p>The premiums and the dates payable are indicated in the application and the policy. In addition to the premiums, a Federal Stamp Tax is also levied as well as any installment surcharge.</p> <p>Winterthur offers a 10% reduction after 3 claim-free years. After 6 claim-free years, the reduction increases to 20%. In the event of a claim, the reduction is cancelled (GIP B 8).</p> <p>If there is a change to the premiums or the deductible regulations, Winterthur is entitled to adjust the policy accordingly. In this event the policyholder shall have the right to terminate the contract (GIP B 4).</p>

---

**What are the contractual duties of the policyholder?** The policyholder must:

- Notify Winterthur without delay if a claim is asserted against an insured person (GIP B 5.1)
- Entrust Winterthur to conduct any negotiations with the injured party; in particular, the insured person must refrain from acceptance of any claims and payment of any damages (GIP B 5.2, B 5.3)
- Notify Winterthur of any changes in family circumstances, such as marriage or the birth of a child (GIP B 2) or permanent departure from Switzerland (GIP B 1.4) and any other changes affecting the circumstances taken into account in assessing the extent of risk.

---

**When does the insurance cover/policy commence and lapse?** The policy commences on the date specified in the application and the policy. Until the policy or a definite certificate of insurance changes hands, Winterthur may refuse the application for insurance in writing. The contract is concluded for the term specified in the application and the policy. At the end of the contract period the contract shall automatically be renewed for 1 year at a time, provided that none of the contracting parties has given notice to terminate the contract at least 3 months in advance. If the contract has been entered into for a period of less than 1 year, it shall expire on the date specified in the contract (GIP B 1).

---

**What data will be used by Winterthur?** In terms of the contract initiation and implementation, Winterthur will receive knowledge of the following data:

- Client data (name, address, date of birth, gender, nationality, banking details, etc.) which will be stored as electronic client data;
- Application data (information on the insured risk, answers to the application questions, insurance specialist reports, details of previous claims from former insurers, etc.), stored in the policy dossier;
- Contract data (contract term, insured risks and benefits, etc.), stored in contract administration systems such as the physical policy dossier and electronic risk databases;
- Payment data (date of premium payments, outstanding amounts, reminders, credits, etc.), stored in collection databases;
- Any claims data (claims reports, assessor reports, invoice documents, etc.), stored in physical claims dossiers and electronic claims processing systems.

This information is required in order to assess and evaluate the risks, to administer the policy, to collect premiums punctually and to process benefits correctly in the event of a claim. The data must be retained for a minimum period of 10 years after termination of the policy or processing of the claim.

If necessary, the data may be forwarded to any third parties involved, namely other participating insurers, authorities, legal counsel and external experts. Data may also be shared in order to uncover or prevent insurance fraud.

In order to simplify administrative procedures and for marketing purposes (to offer our clients an optimum product and service package), companies of the Winterthur Group provide each other with access to the master data (in order to identify clients) and basic policy data (except for application and claims data).

---

**Important!** Further information is provided in the application and the policy as well as in the General Insurance Provisions (GIP).

## A 1

**What does the insurance cover?**

The insurance protects the insured against statutory liability claims from third parties based on the risks inherent to the insured's circumstances as a private individual and covers

- homicide, bodily injury or other injuries to the health of persons (personal injury);
- destruction, damage or loss of property (property damage). Homicide, injury or other injury to the health of animals and the loss of animals are treated in the same way as damage to property.

This includes in particular the liability of the insured pursuant to A 2 arising from negligence and in his/her capacity as head of the family, keeper of animals, employer of insured pursuant to A 2.21 and owner, keeper, tenant, leaseholder or borrower of things. The restrictions pursuant to A 6–13 remain reserved.

## A 2

**Who is insured?**

- 1 Depending on the agreement, the insurance covers the policyholder only (individual) or the policyholder and his/her family members. Family members include
- his/her spouse or his/her registered partner;
  - his/her children, stepchildren, adopted children and other people sharing the same household, provided that they are unmarried and younger than 20;
  - his/her children, stepchildren and adopted children over 20, provided that they are unmarried and do not work and only until the age of 30;
  - other persons mentioned in the policy, provided that they live in the same household as the policyholder or who commute on a weekly basis and return to the household regularly (including their children, stepchildren and adopted children, provided that they are unmarried and younger than 20 and their children, stepchildren and adopted children over 20, provided that they are unmarried and do not work and only until the age of 30).

- 2 The insurance also covers
- 21 employees and assistants of the insured for loss/damage caused to third parties while carrying out activities against payment or free of charge that concern the private sphere of an insured pursuant to A 2.1; caretakers only if they work for an insured property. The insurance does not cover self-employed professionals or persons working for a company;
- 22 other persons in their capacity as
- head of the family for loss/damage caused by insured minor children and other persons who share the same household temporarily;
  - keeper of the animals of an insured that are left in their care temporarily. The insurance does not cover people who care for animals in a professional capacity;
  - owner of a plot of land on which an insured building stands.

## A 3

**Where does the insurance apply and what risks are insured?**

- 1 The insurance is valid worldwide. As far as real estate pursuant to A9 is concerned, the insurance is only valid in Switzerland, the Principality of Liechtenstein and the enclaves Büsingen and Campione.

- 2 The insurance covers loss/damage that was caused during the term of the insurance contract.

## A 4

**What compensation is insured?**

- 1 Within the limits of the insurance coverage, Winterthur pays the amount that the insured is legally obliged to pay to the injured party under liability law and is also responsible for warding off unjustified claims.

- 2 The compensation paid by Winterthur (including interest, legal and court costs, compensation paid to the opposing party and insured loss prevention costs) is limited to the guaranteed sum insured per insured event set out in the policy.

- 3 All claims arising from liability with the same cause are deemed to be claims for a single event, irrespective of the number of injured parties.

## A 5

**When does Winterthur pay compensation if there is no statutory liability?**

- |   |   |   |   |
|---|---|---|---|
| 1 | On request of the policyholder, Winterthur pays up to CHF 100,000.– per event to compensate claims for damage caused by the policyholder's children that are not competent to judge, his/her stepchildren and adopted children and by the persons sharing his/her household, even if the obligation to exercise due care in looking after them has not been violated; | 2 | claims by a childminder pursuant to A 2.22 for damage caused to him/her by insured minor children, persons sharing the household and animals. |
|---|---|---|---|

## A 6

**What applies to motor vehicles?**

- |    |   |    |   |
|----|---|----|---|
| 1  | The insurance covers the liability  | 2  | The following are only insured under a special agreement:   |
| 11 | as a driver of or passenger in a third-party motor vehicle, provided that the claims against the insured are not insured under the motor vehicle liability insurance. Damage to the vehicle used is only covered if the insured uses the vehicle as a passenger. A 6.2 remains reserved.<br><br>The insurance also covers the loss of any bonus under the motor vehicle liability insurance, but it does not cover any deductible or reduction for gross negligence. The loss of bonus is calculated on the basis of the number of years after the claim that are required to again reach the premium level before the accident, assuming that the bonus will not be influenced by another claim during this period and that the premium or bonus system will not change; | 21 | Liability for damage as a result of an accident to third-party cars, other light motor vehicles, their trailers and motorcycles used by the insured;                        |
| 12 | as owner and/or driver of a motor vehicle, provided that the vehicle does not require any compulsory insurance under Swiss road traffic legislation or would not require any compulsory insurance if the vehicle had been registered in Switzerland;  | 22 | Liability as the owner or driver of go-carts.   |
| 13 | for damage to third-party caravans that are permanently parked on-site for residential purposes.  | 3  | The insurance does not cover the liability  |
|    |   | 31 | as owner and arising from the use of motor vehicles and trailers of all type drawn by motor vehicles (subject to A 6.1 and A 6.2);  |
|    |   | 32 | for claims arising from the use of a vehicle for journeys that are not permitted by the law, the authorities or the owner of the vehicle;                                   |
|    |   | 33 | for claims arising from participation in races, rallies and similar competitive driving or training drives or other drives on racing courses and official training courses; |
|    |   | 34 | for damage to goods transported with the vehicle used when moving house and damage to goods or animals that are transported on or in trailers drawn by the vehicle.         |

## A 7

**What applies to boats and aircraft?**

- |    |   |   |   |
|----|---|---|---|
| 1  | The insurance does not cover the liability  | 2 | However, damage to third-party boats and aircraft is insured if the insured uses these craft only as a passenger. |
| 11 | as owner or user of boats and aircraft of all kinds for which liability insurance coverage or safe-guarding of liability claims is compulsory under the law or would be compulsory if the vehicle were registered in Switzerland; |   |   |
| 12 | for damage caused to boats and aircraft used pursuant to A 7.11 or to boats and aircraft used by the insured as a member of a club.   |   |   |

## A 8

**What applies to bicycles, mopeds and vehicles legally regarded as bicycles or mopeds?**

- |   |  |   |   |
|---|--|---|---|
| 1 | If legally prescribed insurance coverage has been taken out, the claims pertaining to the part of the damage that exceeds the guaranteed coverage under the prescribed insurance policy is covered; if insurance coverage is not prescribed by law, the claims pertaining to the total damage are covered. | 3 | The liability for damage caused to bicycles, mopeds or other vehicles legally regarded as bicycles or mopeds used by the insured is also insured. |
| 2 | If legally prescribed insurance coverage has not been taken out or if the driver of the vehicle does not have a legal driver's license, the claims are not insured. This exclusion does not apply to damage caused by pre-school children.   |   |   |

## A 9

### What applies to real estate?

- |    |   |    |   |
|----|---|----|---|
| 1  | The insured liability with regard to real estate is restricted to ownership   | 22 | The insurance does not cover <ul style="list-style-type: none"> <li>– for claims of the community of owners against the owners of freehold apartments insured under this contract, that part of the damage which corresponds to the percentage owned by the insured pursuant to the land register entry;</li> <li>– claims if the community of freehold apartment owners is not insured under a property owner's liability insurance policy.</li> </ul> |
| 11 | of one owner-occupied property only consisting of a maximum of 3 apartments and not used for commercial purposes;   |    |   |
| 12 | one holiday home only. This must be a single-family dwelling.   |    |   |
| 2  | Liability for owner-occupied apartments and freehold holiday apartments is also insured.  |    |   |
| 21 | Winterthur covers claims arising from damage, the cause of which is rooted in <ul style="list-style-type: none"> <li>– those parts of the building to which the owner of the freehold apartment has special rights. The insurance covers the amount that exceeds the guaranteed sum insured under the building's owner liability insurance taken out by the community of freehold apartment owners (difference in limits);</li> <li>– communal building parts, rooms or areas. The insurance covers the amount that exceeds the guaranteed sum insured under the building's owner liability insurance taken out by the community of freehold apartment owners to the extent of the percentage of the building owned by the insured (difference in limits).</li> </ul> | 3  | The insurance also covers the liability of the insured as owner, tenant or leaseholder of undeveloped plots (including garden sheds and other structures erected for working the plot) that are not used for commercial purposes.   |
|    |   | 4  | The liability for damage occurring in connection with construction work related to insured properties and land pursuant to A 9.1 to A 9.3 is only insured if total construction costs do not exceed CHF 100,000.– (as per the written building cost plan).  |

## A 10

### What applies to tank facilities?

- |   |  |   |   |
|---|--|---|---|
| 1 | Winterthur does not pay costs in connection with discovering leaks, emptying and refilling as well as repairs and changes to the insured facilities. | 2 | The tank facilities must be maintained and operated professionally and in accordance with the regulations. Operational disruptions must be dealt with immediately. The necessary repairs must be carried out without delay and the entire facility must be cleaned and serviced by professionals within the deadlines prescribed by law or the authorities. If these maintenance duties are not carried out, insurance coverage lapses. |
|---|--|---|---|

## A 11

### What applies to loss prevention costs?

If substances that can negatively affect the soil and waterways are leaking or spilling or are diverted by mistake and thereby pose an immediate danger to groundwater or the property of third parties, Winterthur pays the loss prevention costs as prescribed by the law. The value of salvaged goods and other benefits accruing to the insured as a result of the loss prevention measures is deducted from this payment. Other loss prevention costs are not insured.

## A 12

### What is only insured under a special agreement?

- |   |   |   |   |
|---|---|---|---|
|   | A special agreement is needed to cover liability  | 4 | as hunter, game tenant, armed guest hunter, gamekeeper, leader of a hunting party or participant in hunting events;   |
| 1 | for claims arising from an accident to third-party cars, other light motor vehicles and their trailers and motorcycles used by the insured;   | 5 | for claims arising from the pursuit of the profession or any part-time activities (subject to A 2.21). Part-time activities that provide a gross annual income of less than CHF 3,000.– are not considered as employment. |
| 2 | for damage to horses that have been borrowed, rented or are kept temporarily or horses that are ridden on the instructions of a third party as well as damage to their saddles and bridles; |   |   |
| 3 | for claims resulting from participation in equestrian events (exception: training conducted as part of a course or in a riding school is covered without a special agreement);              |   |   |

## A 13

### What does the insurance generally not cover?

- Supplementing the restrictions and exclusions listed in A 6-12, the insurance generally does not cover liability
- 1 for injury to the person or damage to the property of an insured or another person who shares the household of the insured (except for damage of insured pursuant to A 2.2);
  - 2 for claims in connection with a commercial or agricultural enterprise;
  - 3 for damage to goods that are manipulated by the insured against payment;
  - 4 for damage to goods that were rented or leased by the insured for permanent use (except damage caused by the tenant pursuant to A 14.2);
  - 5 for damage to valuables, money, securities, documents, plans, office keys and military equipment taken into custody or borrowed for use by the insured, including consequential damage;
  - 6 for claims arising from wear and tear or damage that should in all probability have been anticipated. The insurance in particular does not cover claims arising from wear and tear, regular use, excessive use or deliberate changes to the rented property (holes made by dowels, nails, etc.) and the restoration of the rented property to the original condition;
  - 7 for claims arising from damage caused by the gradual effects of the weather, temperature, damp, smoke, dust, soot, gases, vapor, fluids or vibration;
  - 8 for damage caused while serving in the Swiss army or civil defense in times of armed conflict or in a foreign army;
  - 9 for claims due to the spreading of infectious human, animal and plant diseases;
  - 10 for damage caused in connection with an intentional criminal act or offense or an attempt at such an act or offense;
  - 11 for claims arising from financial loss that cannot be attributed to bodily injury or to property damage suffered by an injured party. Claims due to the loss of a breadwinner are reserved;
  - 12 for claims based on a contractually assumed liability beyond the scope of statutory provisions;
  - 13 for claims based on failure to fulfill legal or contractual insurance obligations.

## A 14

### What deductible does the policyholder bear?

- 1 If nothing has been agreed to the contrary the policyholder must pay a deductible of CHF 200.– per claim. The deductible also pertains to the costs of defending the insured against unjustified claims.
- 2 For damage caused by the tenant and identified when the tenant moves out of the rented property (damage for which the landlord must be compensated), the deductible is only deducted once.

## A 15

### What recourse and compensatory claims of third parties are not covered?

- The insurance does not cover recourse and compensatory claims for services rendered by the claimant to the injured party,
- 1 for damage for which an insured is liable under A 2.2 or as a builder-owner under A 9.4;
  - 2 for damage caused by insured children, persons who share the household and animals pursuant to A 5;
  - 3 for damage to third-party vehicles used by the insured pursuant to A 6.11.

**B****Miscellaneous Provisions****B 1**

<b>From when to when is the insurance valid?</b>	1	The contract begins on the date mentioned in the application and the policy.	3	The contract is concluded for the term specified in the policy. It is automatically extended at the end of this term for 1 year at a time, unless one of the contracting parties received notice of termination at the latest 3 months before the end of the contract term. If the contract has been entered into for a period of less than 1 year, it lapses on the stated date.
	2	Until the policy or a definite certificate of insurance changes hands, Winterthur may refuse the application for insurance in writing. If the application is refused, insurance coverage lapses 3 days after the policyholder receives notification to this effect. The premium is due pro rata for the term of the contract.	4	If the policyholder moves away from Switzerland, the Principality of Liechtenstein or the enclaves Büsingen or Campione, the insurance coverage lapses at the end of the current insurance year or, on request of the policyholder, immediately.

**B 2**

<b>What precautionary insurance coverage does Winterthur also provide?</b>	1	If the policyholder marries, a child is born or a minor is taken into the family, the insurance policy for an individual person provides precautionary coverage to the entire family for a period of 1 year. If these events are not notified to Winterthur within 1 year, insurance coverage for the family lapses. The premium for family coverage is levied retroactively.	2	If the policyholder dies, the family insurance coverage remains valid for the other insured for a period of 3 months, unless the surviving dependants request the prior termination of the contract.
			3	If other persons sharing the household are included in the policy by name and the joint household is discontinued, precautionary insurance coverage for these persons applies for another 30 days.

**B 3**

<b>What applies to premium payments?</b>	1	The premium falls due annually on the day stated in the policy.	2	In case of partial payment, any unpaid installments of an annual premium remain due. Winterthur may add a surcharge to each installment.
--	---	---	---	--

**B 4**

<b>What happens if premiums or deductible provisions change?</b>	1	If the premium rates or deductible regulations change, Winterthur may request an amendment to the agreement with effect from the following insurance year. To this end Winterthur must notify the policyholder of the new premium or deductible regulations at least 25 days before the premium is due.	2	If the policyholder is not in agreement with the amendment of the contract, he/she may give notice of termination of this part or the entire contract for the end of the insurance year.
			3	If Winterthur does not receive any notice of termination by the end of the insurance year, the amendments to the contract shall be deemed to have been accepted.

**B 5**

<b>What must be done to claim compensation?</b>	1	Winterthur must be notified at the latest when a claim is asserted against an insured. If a death has occurred, Winterthur must be notified in good time for a post-mortem examination to be made at its expense before the funeral.	5	If legal proceedings are instituted, the insured must allow Winterthur to appoint a legal representative and to conduct the proceedings.
	2	Winterthur conducts the negotiations with the injured party as the insured's representative.	6	All written and oral notifications and decrees addressed to the insured must be forwarded to Winterthur.
	3	The insured may not on his/her own initiative acknowledge any claims by the injured party or make any payments.	7	Any reimbursement for non-court costs belongs to Winterthur, provided that it is not intended to cover the personal expenses of the insured.
	4	As a rule, Winterthur pays the compensation directly to the injured party.	8	The settlement of claims agreed by Winterthur is binding on the insured.

**B 6**

**When can the compensation payment be reduced?**

In the event of any intentional breach of legal or contractual regulations or obligations, the compensation may be reduced or cancelled to the extent to which the breach caused or influenced the loss. There is no reduction if the insured can prove that his/her behavior did not influence the loss.

**B 7**

**How can the contract be terminated after a claim?**

- |   |  |   |  |
|---|--|---|--|
| 1 | <p>After every claim for which Winterthur pays compensation,</p> <ul style="list-style-type: none"> <li>– the policyholder can terminate the applicable part of the contract or the entire contract within 14 days at the latest after he/she has received knowledge of the payment,</li> <li>– Winterthur can do the same at the latest when the compensation is paid.</li> </ul> | 2 | <p>If the contract is terminated by the policyholder, the insurance coverage lapses 14 days after Winterthur receives notification to this effect.</p> |
|   |  | 3 | <p>If Winterthur terminates the contract, insurance coverage lapses 30 days after the policyholder receives notification to this effect.</p>           |

**B 8**

**When is a no-claims bonus granted?**

- |   |  |   |  |
|---|--|---|--|
| 1 | <p>if no claims are submitted under this personal liability insurance policy within an observation period of 3 years, Winterthur grants a no-claims bonus of 10 % on the annual premium. After 6 claim-free years, the no-claims bonus increases to 20 %. The observation period ends 4 months before the end of the insurance year in question.</p> | 2 | <p>If a claim is submitted and has been settled, the discount is cancelled on the next premium due date.</p> |
|---|--|---|--|

**B 11**

**What law also applies to these provisions?**

The Federal Law on Insurance Contracts (VVG) supplements these provisions.