



General terms and conditions of insurance Secure Rent Car

Excess insurance



COVERAGE SUMMARY

Coverage	When it applies	Maximum benefit per event
Collision Damage Waiver (CDW) (Indemnity insurance)	<i>You are charged an excess/deductible by your rental vehicle company if your rental vehicle is damaged or stolen during your scheduled rental period.</i>	CHF 10,000
Rental vehicle additional coverage (Indemnity insurance)	<i>Your rental vehicle's specific components not covered in the rental vehicle agreement are damaged during your scheduled rental period.</i>	
	- Tyres	CHF 500
	- Glass and synthetic windows	CHF 1,000
	- Underbody	CHF 1,000
	- Roof	CHF 1,000

The above is only a brief description of the coverage available under your *insurance contract*. Terms, conditions, and exclusions apply to all coverages. The definitions of the terms in the «Definitions» section of the General Terms and Conditions will also apply to this Coverage summary.

GENERAL TERMS AND CONDITIONS (GTC)

Who the insurer is

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.

About this insurance contract Secure Rent Car

Below you will find the General terms and conditions (GTC) of your *insurance contract*. Please read them carefully. We have tried to make them simple and easy to understand while also clearly describing the terms of your coverage. If you have any questions, we are available during our working hours. Visit us online or give us a call using the contact information listed in the footer. If your travel arrangements change, please be sure to let us know so we can make any necessary updates to your *insurance contract*.

Your *insurance contract* has been issued based on the information you provided at the time of purchase. We will provide the insurance services described in this GTC in return for payment of the premium and your compliance with all provisions of this GTC. You will also notice that some words are italicized. These words are defined in the «Definitions» section.

What this insurance contract includes

This travel *insurance contract* covers only the sudden and unexpected specific situations, events, and losses included in this GTC.

Your *insurance contract* consists of three parts:

1. Insurance policy
2. General terms and conditions (GTC), incl. Coverage summary
3. Customer information under the Swiss Insurance Contract Act (ICA)

NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of your control. Only those losses meeting the conditions described in this GTC may be covered. Please refer to the «General exclusions» section of this document for exclusions applicable to all coverages under your *insurance contract*.

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DEFINITIONS

Throughout this GTC, words and any form of the word appearing in italics are defined in this section.

Computer system	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
Covered reason	The specifically named situations or events for which <i>you</i> are covered under this <i>insurance contract</i> .
Cyber risk	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: <ol style="list-style-type: none"> 1. Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system; 2. Any error or omission involving access to, or the processing, use, or operation of any computer system; 3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or 4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
Deductible	A portion of the covered loss that remains <i>your</i> responsibility and that <i>you</i> must pay before we pay <i>your</i> claim.
Epidemic	A contagious disease recognized or referred to as an <i>epidemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
Illegal act	An act that violates law where it is committed.
Insurance contract	The travel insurance coverage purchased. The <i>insurance contract</i> includes the insurance policy, the General terms and conditions (GTC) and the Customer information under the Swiss Insurance Contract Act (ICA) including the Coverage summary.
Mechanical breakdown	A sudden unforeseen mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tyre, or running out of fluids (except fuel).
Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts essential transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Pandemic	An <i>epidemic</i> that is recognized or referred to as a <i>pandemic</i> by a representative of the World Health Organization (WHO) or an official government authority.
Political risk	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government: <ul style="list-style-type: none"> - Nationalization; - Confiscation; - Expropriation (including Selective Discrimination and Forced Abandonment); - Deprivation; - Requisition; - Revolution; - Rebellion; - Insurrection; - Civil commotion assuming to proportion of or amounting to an uprising; and - Military and usurped power.
Primary residence	<i>Your</i> permanent, fixed home address for legal and tax purposes.
Rental vehicle	An automobile or other vehicle designed for use on public roads that <i>you</i> have rented for the period of time shown in a <i>rental vehicle agreement</i> for use on <i>your trip</i> during <i>your scheduled rental period</i> .
Rental vehicle agreement	The contract issued to <i>you</i> by the rental vehicle company that describes all of the terms and conditions of renting a <i>rental vehicle</i> , including <i>your</i> responsibilities and the responsibilities of the rental vehicle company.
Scheduled rental period	The date(s), during which <i>you</i> will be renting the <i>rental vehicle</i> to use for <i>your trip</i> , as shown on <i>your rental vehicle agreement</i> .
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i> , or acts of war.
Traffic accident	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes injury, property damage, or both.

Trip	Your travel to, within, and/or from a location away from your <i>primary residence</i> , using a <i>rental vehicle</i> during your <i>scheduled rental period</i> . It cannot include moving and it cannot last longer than 120 days.
We, Us, or Our	The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.
You or Your	All persons listed as insureds in the insurance policy.

WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your *insurance contract's* coverage effective date and coverage end date are indicated in your *insurance policy*. The *insurance contract* is effective on the day you pay the full premium. You must pay the full premium on or before the start date of your *scheduled rental period*, as indicated on your *rental vehicle agreement*.

Coverage is only provided for losses that occur while your *insurance contract* is in effect and during your *scheduled rental period*.

This *insurance contract* must have been purchased and become effective prior to you or any driver listed in the *rental vehicle agreement* first taking possession of the *rental vehicle* at the beginning of the *scheduled rental period*.

Except for same-day return rentals, the start and end dates of your *scheduled rental period* that you provided at time of purchase are counted as two separate rental days when we calculate the duration of your rental.

Your *insurance contract* ends on the coverage end date shown on your *insurance policy*.

Additionally, your *insurance contract* will end on the earliest of:

1. When you return your *rental vehicle* to the *rental vehicle* owner or rental vehicle company; or
2. At 23:59 on the 120th day of the duration of your *rental vehicle agreement*.

However, if your *scheduled rental period* is unavoidably extended due to a covered damage to your *rental vehicle*, we will extend your coverage period of this *insurance contract* until the day you return your *rental vehicle* to the *rental vehicle* owner or rental vehicle company.

Please note that this *insurance contract* applies for a specific *trip* during the *scheduled rental period* and cannot be renewed.

DESCRIPTION OF COVERAGES

In this section, we will describe the different types of insurance coverages, which are included in your *insurance contract*. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. **Please note that exclusions listed in descriptions of individual insurance coverages and in the «General exclusions section» may apply.**

A. Collision Damage Waiver (CDW)

IMPORTANT: This coverage does not replace any vehicle coverage mandated by law, does not provide bodily injury and/or property damage liability insurance and does not comply with any financial responsibility law or any other law mandating motor vehicle coverage.

If your *rental vehicle* is stolen or damaged during the *scheduled rental period* and while on your *trip*, we will pay you up to the maximum benefit listed for «Collision Damage Waiver (CDW)» coverage in your *Coverage summary*:

- i. The specified excess, *deductible* or damage liability fee you are liable to pay under your *rental vehicle agreement*.

The following conditions apply:

- a. If the *rental vehicle* is damaged while being operated, the driver at the time the damage occurs must be listed on the *rental vehicle agreement*; and
- b. This *insurance contract* must have been purchased and become effective prior to you or any driver listed in the *rental vehicle agreement* first taking possession of the *rental vehicle* at the beginning of the *scheduled rental period*.

The following obligations apply:

- a. You must complete and sign a form provided by the rental vehicle company documenting all existing damage to the *rental vehicle* at the start of the *scheduled rental period*;
- b. You must report the damage to the rental vehicle company no later than when you return the *rental vehicle*; and
- c. If the *rental vehicle* is stolen, you must promptly notify the police.

The following exclusion applies:

1. Damages (including, but not limited to tears and spills) to the interior of your *rental vehicle* caused by you or a person or an animal travelling with you are not covered, unless such damages are a result of a *traffic accident* resulting in damage to the *rental vehicle*.

B. Rental vehicle additional coverage

We will pay you up to the maximum benefit listed for «Rental vehicle additional coverage» in your Coverage summary, if one or more of your rental vehicle covered components listed below is damaged during the *scheduled rental period* and while on your trip, for:

- i. Contractually owed costs charged by the rental vehicle company, as outlined in your rental vehicle agreement, necessary to repair the rental vehicle covered components listed below.

Covered components:

1. Underbody, including oil pan;
2. Tyres;
3. Windshield;
4. Side and rear windows;
5. Exterior mirrors; or
6. Roof.

The following conditions apply:

- a. Your rental vehicle agreement clearly states or implies that you are responsible for damages to the covered components listed above;
- b. If the rental vehicle is damaged while being operated, the driver at the time the damage occurs must be listed on the rental vehicle agreement; and
- c. This insurance contract must have been purchased and become effective prior to you or any driver listed in the rental vehicle agreement first taking possession of the rental vehicle at the beginning of the scheduled rental period.

The following obligation applies:

- a. You must report the damage to the rental vehicle company no later than when you return the rental vehicle.

GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverages under your insurance contract, in addition to the specific exclusions outlined for each coverage, and including any exclusions outlined in the «Definitions» section. An exclusion is something that is not covered by this insurance contract, and therefore no payment or service would be available.

This insurance contract does not provide coverage for any rental vehicles that are:

1. Rental vehicles used for peer-to-peer sharing;
2. Trucks or moving vans;
3. Campers, trailers, or recreational vehicles;
4. Motorcycles, motorbikes, snowmobiles, kit-cars, or all-terrain vehicles;
5. Rental vehicles when used off-road;
6. Rental vehicles that are more than ten years old;
7. Rental vehicles that seat more than nine persons, including the driver;
8. Rental vehicles that do not have to be licensed or are not legal where used;
9. Rental vehicles that are rented for commercial or for-hire purposes, including limousines; and
10. Rental vehicles that have a manufacturer's suggested retail price of more than CHF 200,000.

This insurance contract does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect you or a person travelling in the rental vehicle with you during your scheduled rental period:

1. Any loss, condition, or event that was known, foreseeable, intended, or expected when your insurance contract was purchased;
2. Your intentional self-harm or if you attempt or commit suicide;
3. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a doctor and used as prescribed;
4. Acts committed with the intent to cause loss;
5. Racing or practicing to race any motorized vehicle or watercraft or driving on race or training tracks;
6. An illegal act committed, as ruled by appropriate judicial or law enforcement authorities, by you or a person travelling with you, while in possession of the rental vehicle;
7. An epidemic or pandemic;
8. Natural disaster;
9. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
10. Nuclear reaction, radiation, or radioactive contamination;
11. War (declared or undeclared) or acts of war;
12. Military duty;
13. Civil disorder or unrest;
14. Terrorist events.
15. Political risk;
16. Cyber risk;
17. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
18. Ordinary wear and tear or defective materials or workmanship;

19. An act of wilful misconduct or gross negligence by *you* or a person travelling in the *rental vehicle* with *you* during *your scheduled rental period*;
20. Any obligation *you* assume under any agreement, except comprehensive *deductible* for damage to the *rental vehicle*;
21. Violating the *rental vehicle agreement*;
22. Leases;
23. Rental periods longer than 120 consecutive days, including back-to-back rentals;
24. *Rental vehicle's* loss of value; or
25. *Mechanical breakdown*, except when and to the extent that *mechanical breakdown* or its components are expressly referenced in and covered under «Rental vehicle additional coverage».

This *insurance contract* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

IMPORTANT: *You* are not eligible for reimbursement under any coverage if the start and end dates of *your scheduled rental period*, as shown on the insurance policy do not match the actual start and end dates, as indicated on *your rental vehicle agreement*.

CLAIMS INFORMATION

Duties in the event of a claim

- i. *You* are obliged to do everything to mitigate the loss and help resolve the claim.
- ii. *You* are obliged to observe *your* contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given at the end of this GTC).
- iii. If the loss occurred due to illness or an accident, *you* must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis *us*.
- iv. If *you* are also able to claim benefits paid out by *us* from third parties, *you* must uphold these claims and cede them to *us*.

If *you* are in breach of *your* obligations, we can withhold or reduce the benefits.

Notification of claim and documents to be submitted

Please report *your* claim at www.allianz-protection.com.

In the event of a claim, the following documents must be submitted to *us*:

Collision Damage Waiver (CDW)

- proof of insurance or copy of the insurance policy;
- *rental vehicle agreement* with visible excess/*deductible*;
- damage report of the renter;
- loss statement of the renter;
- booking confirmation of vehicle rental;
- credit card statement with the charge for vehicle rental;
- credit card statement with the charge for the damage;
- in the event of theft, police report.

Rental vehicle additional coverage

- proof of insurance or copy of the insurance policy;
- *rental vehicle agreement*;
- damage report of the renter;
- loss statement of the renter;
- booking confirmation of vehicle rental;
- credit card statement with the charge for vehicle rental;
- credit card statement with the charge for the damage.

GENERAL PROVISIONS

Geographical scope

Unless otherwise specified in the descriptions for the individual insurance coverages, the insurance applies worldwide.

Multiple insurance and claims against third parties

1. In the event of (voluntary or mandatory) multiple insurance, we provide *your* benefits in a subsidiary capacity, subject to there being an identical clause in the other *insurance contract*. In such a case the legal provisions of double insurance apply.
2. If *you* are entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of *our* benefits that exceeds the cover provided under the other *insurance contract*. Overall costs are reimbursed once only.
3. If we provide benefits in spite of a subsidiarity situation, these benefits count as an advance and *you* will cede *your* claims against the third party (voluntary or mandatory insurance) to *us* to the extent of those benefits.
4. If *you* or an entitled person have been compensated by a liable third party or the third party's insurer, any compensation due under this *insurance contract* is rendered void. If a claim is made against *us* instead of the liable party, *you* or the entitled person must concede *your/his* liability claims up to the extent of the compensation received from *us*.

Limitation period

Claims under the *insurance contract* expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

Place of jurisdiction and applicable law

1. Lawsuits against *us* may be brought before the court at the company's registered office or at the Swiss place of residence of *you* or the entitled person.
2. The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.

Hierarchy of regulations

1. The descriptions for the individual insurance coverages take precedence over the General provisions.
2. In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.

Contact address

Allianz Partners
Richtiplatz 1
P.O. Box
8304 Wallisellen
info.ch@allianz.com