

Customer information and General Terms and Conditions Roadside Assistance Switzerland and Europe

Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG). The content and extent of the rights and obligations arising out of the insurance contract are set out exclusively in the policy and the General Terms and Conditions of Insurance.

Who is the Insurer?

The Insurer is AGA International S.A., Paris, Wallisellen (Switzerland) branch, called Allianz Global Assistance or AGA in the following text and whose registered office is 2 Hertistrasse, 8304 Wallisellen.

Who is the Beneficiary?

The Beneficiary is the person designated as such in the policy.

What risks does the insurance cover, and what is the scope of the insurance protection?

Under AGA «Breakdown Assistance Switzerland and Europe» you, as Policyholder, benefit from one year's insurance cover for breakdown, accident or theft concerning the vehicle you have declared to AGA.

Who are the people covered by the insurance?

The insured persons are exclusively those listed in the Policy Schedule and/or the Policy Conditions.

Duration and geographical scope of the insurance cover

The insurance cover is exclusively Europe-wide for the period of insurance. Local restrictions set out in the Special Conditions may apply to individual cover items.

What are the important exclusions?

The following list contains only the most significant exclusions to insurance cover. Other exclusions are contained in the exclusion paragraphs ("non-insured events and services") set out in the General Terms and Conditions of Insurance and the VVG:

- *There is, as a matter of principle, no insurance cover for any of the insurance components for events that had already occurred at the time of taking out the insurance; the same applies to events that were known on taking out cover.*
- *There is also no insurance cover for events such as the misuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or civil unrest, races and practice sessions with motor vehicles or boats, participation in daring acts in which the person knowingly runs risk or engages in grossly negligent or wilful misconduct/omission.*
- *No cover exists also when AGA has not given its prior approval to providing the policy benefits, or the breakdown or towing service has not been organised by AGA itself.*

What are the duties of the Beneficiary and the insured individuals?

The following list only contains the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG:

- In the event of a claim, the AGA Emergency Hotline must be contacted immediately in order to seek their approval for any assistance services or to assuming the costs of these. The AGA Emergency Hotline is available around the clock (conversations with the hotline are recorded):
Telephone number (Switzerland): 0848 005 500 / From abroad: +41 44 888 55 00 / Fax: +41 44 888 55 11

How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required. The level of the premium will be defined at the time of application, and is set out in the policy.

When does the insurance cover begin and end?

The beginning and end of the insurance cover are defined in the application and specified in the policy.

The insurance will be extended tacitly at expiry of the year of cover for a further year, provided that neither the Policyholder nor AGA has tendered written cancellation notice at least three months before expiry date.

Insurance policies may be terminated prematurely, in principle, especially on the following grounds:

- After a loss, for which the insurer has provided services, provided that termination by the insurer takes place not later than at the time of payment in cash or settlement of the loss or termination by the Beneficiary occurs no later than 14 days after having knowledge of the payment or settlement of the loss.
- If the insurer increases the premium. Termination by the Beneficiary must in this case be delivered to the insurer no later than the last day before application of the new premium.
- Termination by the insurer in the case of an insurance fraud.

This list only contains the most common causes of termination. Further causes of termination can be set out in the General Terms and Conditions of Insurance and the VVG.

How does AGA handle information?

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data AGA complies with the Swiss Data Protection Act (DPA). If necessary, AGA obtains any required permission to data processing from the claims notification form.

The personal data processed by AGA includes data relating to policy issue and policy / claims handling. In the first instance, information on the Beneficiary and/or the insured is taken from the proposal form and the claims declaration. In the interest of all Beneficiaries, under certain circumstances, data is also exchanged with previous domestic and foreign insurers and with reinsurers. AGA also processes personal data in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, AGA services may partly be provided by legally independent firms both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, AGA is bound to exchange data both within the group and outside.

AGA stores data electronically or physically in compliance with the legal provisions.

Persons whose personal data are processed by AGA, have the right in accordance with the DPA, to ask whether, and what data concerning them AGA actually processes; they may also request rectification of incorrect data.

Contact address for complaints

Allianz Global Assistance
Sales Administration Tourism
Hertistrasse 2
PO Box
8304 Wallisellen, Switzerland

How can we help?

Allianz Global Assistance
Hertistrasse 2, 8304 Wallisellen, Tel. +41 44 283 32 22, Fax +41 44 283 33 83
info@allianz-assistance.ch, www.allianz-assistance.ch

Summary of Insurance Benefits

Insurance components	Benefit	Maximum sum insured (SI)	
A Roadside Assistance Switzerland and Europe	Breakdown help	per event	unlimited
	Recovery	per event	unlimited
	Rescue	per event	CHF 2,000.–
	Overnight stay or Travel home or Hired car	per event	According to II 3.2.3
	Taxi costs	per event	CHF 50.–
	Return transport for vehicle	per event	unlimited
	Driving back by Chauffeur	per event	unlimited

Summary of services not reimbursable

Service components	Services
B Credit and customer cards barring service	Barring of credit, bank and post cards and customer cards after theft, robbery or loss
C Mobile phone barring service	Barring mobile phones after theft, robbery or loss
D Home Care	Provision of telephone numbers of workmen in case of emergencies at home

General Terms and Conditions of Insurance

The insurance protection provided by AGA International S.A., Paris, Wallisellen (Switzerland) branch (hereafter referred to as Allianz Global Assistance or else AGA) is defined by the Insurance Policy and the following General Terms and Conditions of Insurance.

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I Common provisions relating to all components of insurance

The common provisions for all components of insurance only apply to the extent that there are no contrary provisions in the Special Provisions to the individual insurance or service components.

1 Insured persons

- 1.1 Insurance extends to the Policyholder and the persons living with him/her in the same household and his/her minor children not living in the same household.
- 1.2 The insurance covers those people listed in accordance with paragraph I 1.1 if they have their permanent residence in Switzerland.

2 Geographical scope

The insurance provides cover in Switzerland and Europe.

3 Renewal of insurance cover

- 3.1 Insurance cover applies for one year as of the inception date set out in the Policy Schedule. Subject to paragraph I 3.2, the Policy will be extended tacitly at expiry by one year, provided that neither the Policyholder nor AGA has tendered written cancellation notice at least three months before expiry date.
- 3.2 If the Beneficiary moves his/her residence abroad in the course of policy validity then the policy shall expire at next renewal following the change of residence. From the date of transfer of residence, insurance cover shall only be valid until the expiry date for trips booked in Switzerland.

4 Obligations in the event of loss/damage

- 4.1 The insured person has a duty to do everything possible to minimise the loss/damage and to clarify it.
- 4.2 The insured person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the contact address specified in paragraph I 12).
- 4.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to AGA.
- 4.4 If the insured person is also able to assert claims against third parties for which AGA has provided a settlement then he/she must safeguard these claims and subrogate them to AGA.

5 Violation of obligations

If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

6 Non-insured events and benefits

- 6.1 *If Events that had already occurred or which the insured must have been aware of on taking out the policy are not covered under the policy.*
- 6.2 *Events are not insured if they have been caused by the insured person as follows:*
 - *Misuse of alcohol, drugs or medical products*
 - *Suicide or attempted suicide*
 - *Participation in strikes or unrest*
 - *Participation in competitions and training sessions involving motor vehicles or boats*
 - *Participation in actions involving risks, where the Beneficiary knowingly exposes himself/herself to danger*
 - *Grossly negligent or pre-meditated conduct/omission*
 - *Committing or attempting to commit crimes or offences*
- 6.3 *The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.*
- 6.4 *The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.*

7 Definitions

- 7.1 Europe
The European area of application includes the following countries: Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, FYROM, Macedonia, Germany, Gibraltar, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, San Marino, Rumania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Cyprus (Greek section). Insurance cover is not interrupted by transportation by sea, as long as the points of departure and arrival lie within this area of validity.
- 7.2 Switzerland
For the purposes of insurance cover Switzerland is deemed to mean Switzerland and the Principality of Liechtenstein.
- 7.3 Damage by the elements
Damage by the elements covers loss or damage caused by events involving the elements, such as high water levels, floods, storm (wind speeds of at least 75 km/h), hail, avalanche, weight of snow, rock slip, rock fall or landslide. Damage caused by earthquakes or volcanic eruptions does not count as damage by the elements.
- 7.4 Public conveyance or means of transport
A public conveyance or means of transport is a method of transport that travels regularly, on the basis of a timetable, and for which a ticket has to be purchased. Taxis and hired vehicles do not count as public means of transport.
- 7.5 Breakdown
A breakdown is a sudden, unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. The following are put in the same category as a breakdown: tyre faults, lack of fuel, vehicle keys locked in the vehicle and discharged battery. Loss of or damage to the vehicle key and incorrect fuel do not count as a breakdown and are not covered by insurance.
- 7.6 Motor vehicle accident
An accident is any damage to the insured vehicle, caused by a sudden violent external event, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. In particular, this includes events caused by impact, collision, turning over, crashing, subsidence and immersion.

8 Premium adjustment

AGA reserves the right to adjust premiums and is entitled accordingly to request an increase in premium. In such instances AGA shall notify the Beneficiary in writing no later than 30 days before the date of application of the new premium. The Beneficiary has the right to terminate the contract at that point in time at which the new premium would be applied. Termination notice by the Beneficiary is valid, provided it is received by AGA up to the last day before application of the new premium.

9 Existence of more than one policy, claims against third parties

- 9.1 In cases of (voluntary or mandatory) other insurance AGA provides services on a subsidiary basis, unless there is an identical paragraph in the other insurance policy. In such cases the statutory regulations on double insurance shall apply.
- 9.2 If an insured person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of AGA benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 9.3 If, despite subsidiary status, AGA has nevertheless provided benefits these shall be regarded as an advance payment, and the insured person and/or beneficiary shall subrogate his/her entitlement to claim against the third party (voluntary or compulsory insurance) over to AGA to the same extent.
- 9.4 If the insured person eligible claimant receives compensation from a liable third party liable or their insurer, then no compensation is due under this policy. If action is taken against AGA instead of the liable party then the insured and/or the eligible claimant must subrogate their liability claim over to AGA up to the amount of the compensation received.

10 Period of limitation

The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based.

11 Place of jurisdiction and applicable law

- 11.1 Actions against AGA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 11.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.

12 Contact address

Allianz Global Assistance, Hertistrasse 2, P.O. Box, 8304 Wallisellen
info@allianz-assistance.ch

II Special provisions relating to the individual components of insurance

A Roadside Assistance Switzerland and Europe

1 Insured vehicles

Motor vehicles (passenger cars and campervans up to 3.5 tonnes and motorcycles) registered in the Policyholder's name and for which the registration number has been declared to AGA. Cover also extends to camping trailers and caravans registered for road use. Vehicles used for commercial purposes, e.g. taxis, rental cars, driving school cars or cars with trade plates are not insured.

2 Geographical scope

Insurance protection only exists for events that occur in the following countries: Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, FYROM, Macedonia, Germany, Gibraltar, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, San Marino, Rumania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Cyprus (Greek section). Insurance cover is not interrupted by transportation by sea, as long as the points of departure and arrival lie within this area of validity.

3 Insured events and benefits

In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these. The AGA emergency call centre is available round the clock (conversations with the emergency call centre are recorded):

Telephone number (Switzerland): 0848 005 500
From abroad: +41 44 888 55 00
Fax: +41 44 888 55 11

3.1 Breakdown help / recovery / rescue

- If the vehicle can no longer be driven as a result of a breakdown or an accident, AGA will organise and pay for breakdown help at the location of the event, or recovery to a suitable garage nearby.
- The costs of rescue after an accident (recovery of the vehicle onto the road) are insured up to CHF 2,000.–.

3.2 Overnight stay / travel home / hired car

If the vehicle has been stolen, or cannot be repaired in a nearby garage on the same day (within 48 hours if abroad, because of the need to examine the vehicle) after a breakdown or accident, AGA will organise one of the three following benefits after receiving a call:

3.2.1 Overnight stay

If the vehicle cannot be repaired the same day or, in the event of theft, the return or onward journey is not possible then AGA will organise and pay for the following: in Switzerland – an overnight stay up to CHF 150.– per passenger, if abroad – one or more overnight stays up to CHF 120.– per passenger/per night up to a maximum of CHF 1,200.–.

3.2.2 Travel home

Travel home by public transport for all passengers to the place of residence of the person insured (in Switzerland: first class train ticket / abroad: first class train ticket or economy-class air ticket if the train journey exceeds six hours). If the return journey in the country of residence of the insured person takes place by taxi because there is no public transport, reimbursement of these costs will be to a maximum of CHF 300.–.

3.2.3 Hired car

For occurrences in Switzerland, AGA will organise and pay for a rental car for the onward or return journey for up to 3 days and for up to CHF 500. For occurrences abroad, AGA will organise and pay for a rental car for the onward or return journey for up to CHF 1,500.–. Fuel and out-of-pocket expenses will not be paid for. The insured undertakes to comply with the contractual terms and conditions of the car rental firm.

3.3 Taxi costs

If any taxi costs arise in conjunction with an insured event in accordance with paragraph II A 3.2, AGA will pay for these, up to a maximum of CHF 50.– per event.

3.4 Return transport for vehicle

If the vehicle cannot be repaired the same day in the country of residence of the insured person and abroad within 48 hours AGA will organise and pay for the return transport of the undriveable or recovered vehicle to the nearest repair shop at the place of residence of the person insured. In the case of return transport from abroad, the costs of return transport will only be paid if the transport costs are less than the current value of the vehicle after the event. If the vehicle is not transported back to the country of residence of the insured person AGA will organise disposal and pay the duties involved.

3.5 Driving back by Chauffeur

If the driver is seriously ill, seriously injured or dies, and no other traveller on the trip can drive the vehicle back, AGA will organise and pay for the other passengers and the vehicle to be driven back to the place of residence of the insured person by a chauffeur.

4 Non-insured events and benefits (supplement to paragraph I 6: Non-Insured events and benefits)

4.1 *If AGA has not agreed in advance to the benefits in accordance with paragraph II A 3: Insured events and benefits.*

4.2 *The benefits in accordance with paragraph II A 3.2 to A 3.5 can only be claimed if the breakdown help/recovery has been organised in advance by AGA in accordance with paragraph II A 3.1.*

4.3 *If the vehicle is not in a condition that meets the applicable traffic law provisions at the time of the event, or if the service tasks recommended by the manufacturer have not been carried out.*

4.4 *Breakdowns and accidents that happened away from public roads or on unofficial roads.*

4.5 *Breakdowns and accidents that happened on roads forbidden by law or by the authorities.*

4.6 *If the event concerns a vehicle used for business or a hired car.*

4.7 *If the event is caused by vandalism or by the elements.*

4.8 *The insurance does not cover damage to the vehicle nor to goods carried in it, nor to any consequent costs.*

4.9 *The insurance does not cover the costs of repair and replacement parts.*

4.10 *AGA does not accept liability for any loss/damage caused by a service provider instructed by you.*

5 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)

- 5.1 In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these (see paragraph II A 3).
- 5.2 Any claims for loss/damage caused to insured vehicle by a service provider instructed by AGA in connection with an insured event must be asserted directly against the service provider and/or party responsible.

III Special conditions relating to individual Service components

B Credit Card and Customer Card Barring service

1 Service benefits

The insured person may request assistance in the event of robbery, theft, loss or mislaying of bank, post, credit and debit cards that have been issued in Switzerland in the name of the insured person, as well as personal identification papers. AGA will attempt to block all specified cards with the appropriate institutions (card issuer, bank, post office, etc.). If the barring is not carried out by the relevant institution, AGA will inform the insured person and advise him/her of the telephone number of the relevant institution.

In order to use the Credit Card and Customer Card Barring services, an insured person may ring or fax the following numbers 24/7:

Telephone number (Switzerland): 0848 005 500
From abroad: +41 44 888 55 00
Fax: +41 44 888 55 11

2 Liability

AGA does not accept liability for loss/damage caused by the failure to reach the relevant institution, nor for loss/damage to assets as a result of the loss of credit, bank and post cards.

C Mobile phone barring service

1 Service benefits

In the event of theft, robbery or loss of the insured person's mobile phone and on receipt of a call AGA will immediately block the mobile phone or the corresponding SIM card with the relevant provider. In the case of providers who require a password for barring, the customer must provide AGA with this password in order that barring can be undertaken.

In order to use the services of the Mobile Phone Blocking Dept., an insured person may ring or fax the following numbers 24/7:

Telephone number (Switzerland): 0848 005 500
From abroad: +41 44 888 55 00
Fax: +41 44 888 55 11

2 Liability

AGA accepts no liability for loss/damage caused by the inability to reach the relevant provider, nor for loss of assets resulting from the loss of the mobile phone.

D Home Care

1 Service benefits

If an emergency situation arises during the trip as a result of fire, damage by the elements, burglary or damage by water or breakage of glass at the insured person's permanent place of residence in Switzerland, AGA will provide the insured person with the telephone number of a suitable workman. This workman will be engaged by the insured person and will undertake immediate measures to prevent any further damage.

In order to use the Home Care services, an insured person may ring or fax the following numbers 24/7, both before and during the journey:

Telephone number (Switzerland): 0848 005 500
From abroad: +41 44 888 55 00
Fax: +41 44 888 55 11

2 Costs

The cost of measures required for eliminating the loss/damage are to be borne by the insured person. The insured person will receive the invoice directly from tradesman.

3 Liability

AGA accepts no liability for loss/damage caused by the inability to reach the relevant workman, nor for loss/damage or consequential loss/damage arising during and after the work carried out by the workman.
paragraph III R 1.1.3.