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ZURICH®



Household Insurance

**Customer information and
General Conditions of Insurance (GCI)**

Edition 09.2022-SC

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Customer information

The following customer information provides an overview of the insurance company and the main content of the insurance contract. The rights and obligations of the contracting parties are derived definitively from the contract documents (application/offer, policy, insurance conditions), and the applicable laws, particularly the Swiss Federal Law on Insurance Contracts (LIC).

Who is the insurer?

Zurich Insurance Company Ltd, which has its main office at Mythenquai 2 in 8002 Zurich ("Zurich"), and is supervised by FINMA, the Swiss Financial Market Supervisory Authority (Laupenstrasse 27, 3003 Bern).

Which risks are insured and what is the scope of the insurance coverage?

The insured risks and the scope of the insurance coverage follow from the contractual documents and are restricted by the exclusions listed there.

The **household contents insurance** essentially protects against the following risks:

- Fire,
- Natural hazards,
- Theft,
- Water.

Zurich generally reimburses the new replacement value of items that have been damaged or lost as a result of insured events.

The maximum indemnity per event of a loss and the applicable deductible are specified in the policy or in the General Conditions of Insurance (GCI).

Important exclusions include the following:

- Warlike and other violent conflicts,
- Nuclear events,
- Water from reservoirs or other artificial water bodies/storage,
- Earthquakes and volcanic eruptions (unless this risk is included).

The exact scope of benefits and all applicable exclusions can be found in the General Conditions of Insurance (GCI) and any other contractual documents.

We offer the following supplementary insurance policies among others:

- Simple theft outside the home,
- Glass breakage,
- Accidental damage insurance against special damage.

The **personal liability insurance** protects insured persons' assets against the financial consequences of legal liability claims by third parties in the event of personal injury and property damage. Also insured are financial losses, which can be attributed to an insured bodily injury or insured property damage inflicted upon the injured party.

The benefits consist of indemnification for justified claims and defense against unjustified claims.

Important exclusions are as follows:

- Claims for damage affecting the insured persons or persons living with them in the same household or property belonging to them,
- Damage from statutory liability insurance over and above the statutory liability.

The exact scope of benefits and all applicable exclusions can be found in the General Conditions of Insurance (GCI) and any other contractual documents.

We offer the following supplementary insurance policies, among others:

- Driving third-party vehicle,
- Waiver of reductions due to gross negligence (gross negligence waiver).

Is the insurance on a fixed-sum/indemnity basis?

This Household Insurance provides insurance on an indemnity basis. The loss that arose out of the insured event is decisive for justifying and determining the amount of the insurance benefits.

Which premium is due?

The premium amount due depends on the insured risks and the desired level of insurance coverage. The contractual documents include all information about premiums and any applicable fees.

The sum insured for household contents is subject to an annual automatic adjustment, which may result in a change in premium. More detailed information can be found in the General Conditions of Insurance.

Zurich can adjust the premium and the insurance conditions for a new insurance year. In this case, the policyholder has a right to terminate the insurance policy according to the insurance conditions.

Which other obligations does the policyholder have?

The insurance conditions and the LIC determine the obligations. Important obligations are, for example:

- reporting if a declared fact has changed
- reporting an insured event (notification of claim) without undue delay
- collaboration during clarifications (in the event of a loss, in the event of changes in risk, etc.)
- looking after insured property and protecting it through suitable measures
- making sure to minimize the damage and not recognize any claims

When does insurance coverage begin, and when does it end?

Insurance coverage begins on the date specified in the policy.

The contract is generally terminated by way of ordinary termination. Either contracting party may cancel the insurance contract with a notice period of 14 days to the end of any month. If the contract is not terminated upon expiration or at the end of the following insurance year, it is automatically extended by one year. Notice of termination shall be deemed to have been given on time if it is received by the other contracting party at the latest on the last day before the 14-day period begins.

The contractual terms and conditions and the LIC contain other possible termination options.

The insurance coverage applies to damage occurring during the insurance term (after the start of the insurance and before the end of the contract) or, in the case of private liability and building liability, to damage caused during the insurance period.

How does Zurich handle personal data?

Zurich processes data relating to natural persons (personal data) in connection with the conclusion and the performance of contracts and for other purposes. More information on this processing (inter alia the purposes, the data recipients, the storage and the rights of the data subjects) can be found in the privacy policy of Zurich. This privacy policy can be accessed at www.zurich.ch/data-protection or obtained by contacting Zurich Insurance Company Ltd, Dataprotection, PO box, 8085 Zürich, datenschutz@zurich.ch.

Can the contract be revoked?

The policyholder may revoke their application to conclude the contract or the declaration to accept it in writing or in another form that makes it possible to provide proof in text form within 14 days.

The policyholder shall have complied with the deadline if they give notice of cancellation to Zurich on the last day of the cancellation period or post the notice of cancellation on this day.

General Conditions of Insurance (GCI)

Edition 09.2022-SC

Common Provisions

The wording of the German original shall take precedence.

Art. 1

Scope of Insurance and Applicable Law

The scope is based on the chosen insurance solution.

This contract shall be governed by Swiss law, including particularly the Swiss Federal Law on Insurance Contracts (LIC).

Art. 2

Temporal scope

2.1 Beginning and duration of the insurance

Insurance coverage begins on the date set out in the policy.

Each contracting party may cancel the insurance contract with a notice period of 14 days to the end of any month. If the contract is not terminated upon expiration or at the end of the following insurance year, it is automatically extended by one year. Notice of termination shall be deemed to have been given on time if it is received by the other contracting party at the latest on the last day before the 14-day period begins.

Notice of termination must be given in writing or in another form that allows for verification with text.

The first insurance year lasts from the start of the insurance until the expiration date stated on the policy. The further insurance years last twelve months from the respective premium due date.

2.2 Temporary Insurance Coverage

The insurance proposal issued by Zurich and filed as application by the policyholder affords temporary insurance coverage from the start date per the proposal until the date on which the policy is delivered or the proposal is rejected, subject to a maximum period of 30 days.

Damage is not covered which at the time of application filing

- has already been caused in the case personal liability or building liability,
- has already occurred in the case of any other insurance policies.

2.3 Relocation abroad

If the policyholder relocates his/her place of residence outside of Switzerland, the insurance coverage expires no later than the date of deregistration with the competent authority.

Art. 3

Premium Payment and Contract Amendment

3.1 Basis of the premium

The premium is based on the information provided by the policyholder and the agreed scope of insurance. If one of these factors should change (age not included), Zurich must be notified immediately; Zurich is entitled to amend the contract to take account of the changed factors.

3.2 Contract amendment by Zurich

Zurich is entitled to amend the contract (e.g. increase premiums, adapt General Conditions of Insurance or change deductible regulations) with effect from the following insurance policy year.

Zurich shall inform the policyholder of the new premiums or contract conditions no later than 25 days prior to the expiration of the insurance year. The policyholder shall then have the right to cancel the insurance contract either in its entirety or partially related to the portions affected by the change until the end of the current insurance year. Notice of termination must reach Zurich no later than the last day of the insurance year. If the contract is not cancelled, the changes to the insurance contract shall be deemed to have been accepted.

The following are not considered grounds for termination:

- Automatic adjustment of the sum insured due to a new index of contents,
- Introduction of or change in statutory charges or fees (e.g. fed. stamp duty),
- Contract amendments due to legal or regulatory requirements.

3.3 Premium payment and consequences of default

The premium is collected by Swisscom (Switzerland) Ltd for Zurich. The premium must be paid by the date stated on the Swisscom monthly invoice (expiry date).

If the policyholder does not meet their payment obligation, they will be requested to pay and must also pay dunning costs of CHF 30 per reminder, as well as interest on arrears and other costs incurred as a result of the delay in payment.

If the policyholder pays only part of the amount of the Swisscom monthly invoice, this partial payment will be used in advance to repay or offset claims of Swisscom (Switzerland) Ltd from the telecommunications sector and its other claims.

Zurich may assign the premium claims to Swisscom (Switzerland) Ltd and reserves the right to cancel the contract after an unsuccessful reminder.

3.4 Premium refund

If the contract is cancelled prematurely, Zurich shall reimburse the premium for the non-expired insurance term. Zurich reserves the right to settle any other open demands arising from this contract.

Art. 4

Regulation of the Deductible

4.1 Application of the deductible

The deductible will be subtracted from the indemnity.

4.2 Multiple deductibles

If more than one deductible is owed from the same event, the deductible is only applied once per contract, in such a case, the highest deductible is applied if there is a difference in the respective deductible amounts.

This regulation excludes damage caused by earthquakes and volcanic eruptions.

For damage, which falls under statutory natural hazards insurance, the statutory provisions apply.

4.3 Waiver of the deductible

The agreed deductibles shall be waived if the entire contract has run for three full insurance years without any claims.

The only exceptions to this arrangement are:

- deductibles for damages caused by natural hazards,
- deductibles for damages caused by earthquakes and volcanic eruptions.

If benefits are claimed in the event of a loss, the deductibles agreed in the policy shall apply again from the date when the event of a loss is reported. The new period begins with the insurance year that follows the date when the event of a loss is reported.

Art. 5 Obligations in the Event of a Loss

Upon occurrence of the insured event, the claimant is obliged to:

- immediately notify Zurich of any information about the cause, amount and specific circumstances of the loss, and allow the necessary investigations,
- prepare a list of the affected property, indicating its value, upon request,
- as far as possible, take any measures necessary to preserve or salvage the insured property and to minimize the occurrence of loss and comply with any instructions given by Zurich during and after the occurrence of loss,
- issue the necessary authorities and surrender all relevant documents upon request,
- assert damage claims accruing against third parties and assist Zurich in asserting such as necessary,
- refrain from making any changes to the damaged property which could make it difficult or impossible to establish the cause of the damage or the amount of the loss, insofar as such changes are not made for the purpose of minimizing the loss or are not made in the public interest.

In case of theft, the insured person must also

- immediately notify the police authority; do not remove or change any traces of the crime without their consent and provide the necessary assistance to the authorities or Zurich,
- immediately notify Zurich if stolen property is recovered.

In case of damage, theft, or loss of baggage during transport, the insured person must also

- have the incident verified by the travel or transport company.

Art. 6 Due diligence

The insured persons are obliged to exercise due diligence and to take circumstantially prudent measures for the protection of the insured property against insured damage.

Art. 7 Breach of Duties of Care and Obligations

A breach of obligations or obligations of due diligence may lead to the rejection or reduction of the indemnity amount. These consequences do not occur if the policyholder or entitled claimant proves that the breach must be considered non-culpable in view of the circumstances or that the breach had no effect on the occurrence of the loss and amount of insurance benefits payable. A premium payment missed as a result of the insolvency of the premium payer will be considered a culpable act.

Art. 8 Contractual Relationship Following of a Loss

Following every event of loss for which benefits are payable, the policyholder may cancel the contract no later than 14 days after learning of the payment of the indemnity. Zurich may cancel the contract no later than upon payment of the indemnity. If one of the parties terminates the contract, insurance coverage shall end 14 days after the other party receives the notice of termination.

Art. 9 Notifications

9.1 Notifications to Zurich

All notifications can also be sent to Swisscom (Switzerland) Ltd in a legally valid manner via the following contact options:

- Website: www.swisscom.ch or in the “My Swisscom” app
- Email: sure.concierge@swisscom.com

Zurich reserves the right to adjust the contact options after prior notice.

9.2 Notifications to the policyholder

All notifications can also be delivered in a legally valid manner via the following channels:

- To the policyholder’s user account on the website www.swisscom.ch or in the policyholder’s “My Swisscom” app
- By email to the policyholder’s address

Art. 10 Place of Jurisdiction

The policyholder or claimant may select one of the following as the place of jurisdiction for disputes arising from this contract:

- Zurich as the head office of Zurich,
- The Swiss – but no other foreign – residence or head office of the policyholder or beneficiary.

Art. 11 Economic, trade and financial sanctions

Zurich does not provide coverage and is not obliged to make payments or provide benefits or services if applicable economic, trade and financial sanctions would be violated.

Common Provisions of Insurance for Household Contents and associated Supplementary Insurance

Art. 13 Automatic Adjustment of the Sum insured

Household contents

The sum insured for contents shall be adjusted every year on the premium due on the basis of the index of contents published by the Swiss Insurance Association (SIA). This can cause premiums to change. The sum insured for contents will remain unchanged if the adjustment would reduce the sum insured below the limit stated in the policy.

Art. 14 Underinsurance

If the sum insured is less than the replacement value, the loss shall be indemnified only in the proportion which the sum insured bears to the replacement value, which, results in the amount of indemnity being reduced accordingly, including in the event of partial losses.

Zurich shall not raise objections on the grounds of underinsurance as long as the claim amount does not exceed 10% of the sum insured or CHF 30'000, whichever is less. The waiver does not apply to damage, which falls under statutory natural hazards insurance.

With insurance on a first-risk basis, losses shall be indemnified up to the amount of the agreed sum insured, regardless of underinsurance.

Art. 15 Proof of Loss

The claimant shall be required to prove the event of a loss. The sum insured shall not constitute any proof of either the existence or the value of the insured property at the time of occurrence of the loss.

Art. 16 Loss Minimization Costs

The insured benefits also include loss minimization costs. If they, together with the indemnity, exceed the sum insured, loss minimization costs are only paid if they were initiated by Zurich. No indemnity shall be paid with regard to the deployment of the fire department, the police or any other parties obligated to assist.

Art. 17 Statutory Provisions for Natural Hazards

If the compensation determined by all insurers for an insured event for a single policyholder exceeds CHF 25 million, the indemnities shall be reduced to this amount. The possibility of a further reduction is reserved pursuant to the following provision.

If the compensation determined by all insurers for an insured event in Switzerland and in the Principality of Liechtenstein, exceed CHF 1 billion, the indemnities payable to the individual beneficiaries shall be reduced such that the aggregate amount does not exceed this amount.

Indemnities for damage to household contents, movable property and buildings shall not be added together for the limitation of benefits mentioned above. Losses separated in time and space shall be regarded as one occurrence if they can be traced to the same atmospheric or tectonic cause.

These limitations of benefits apply in the scope of mandatory statutory requirements for casualty insurance against natural hazards. Upon changing the statutory limitations of benefits the limitation of benefits applying at the time of the event of loss has precedence.

Art. 18 Compensation in Kind

Zurich may also pay compensation in kind at its discretion.

Art. 19 Change of Ownership

If the owner of the property insured under the insurance contract changes, the rights and obligations resulting from the insurance contract shall pass to the new owner.

The new owner can refuse transferal of the contract via declaration in writing or in any other form ensuring textual documentation within 30 days of the change of ownership.

The insurer may cancel the contract within 14 days of learning of the new owner. The contract shall end no earlier than 30 days following cancellation.

Contents Insurance

Art. 101

Sum insured for contents

Household contents are insured at the new replacement value up to the sum insured listed in the policy. This sum must correspond to the total amount required for the replacement of all insured items together at the new replacement value.

Art. 102

Temporal and Geographic Scope

102.1 Temporal scope

Occurrences of loss that occur during the period of insurance are insured.

102.1.1 The following are not covered

a) In case of an offer (by Zurich)

Damage/losses which had already occurred at the time of contract conclusion.

b) In case of an application (by the policyholder)

Damage/losses which had already occurred at the time of application filing.

102.2 Geographic scope

102.2.1 At home (at the location)

The insurance coverage is valid at home, i.e. at the location listed in the policy and/or at the location in accordance with Art. 102.2.1 b). If multiple locations are insured in the same policy, home shall be the location at which the affected insured property is assigned to.

a) Contents at the place of residence

The insurance covers the insured property at the policyholder's residence address listed in the policy.

b) Contents in rented areas and at the workplace

If taken into account in the sum insured for contents at the place of residence, insured property situated in separate, permanently rented areas such as community rooms, garages, workrooms and cold rooms as well as at the insured person's workplace in Switzerland and the Principality of Liechtenstein shall be insured up to 10% of the sum insured, or a maximum of CHF 10'000. This does not include holiday homes, holiday apartments or secondary residences.

If the new replacement value of items exceeds 10% of the sum insured or CHF 10'000, the entire contents in rented areas or at the workplace is insurable under "Special risk contents".

c) Contents in holiday home, holiday apartment or secondary residence

Contents in holiday homes, holiday apartments or secondary residences are insurable as additional locations with a separate sum insured.

d) Special risk contents

A special agreement can be reached to insure insured property under special conditions or at certain locations, which are referred to in the policy (such as contents in rented areas, contents in hobby rooms and stored contents with a value of more than 10% of the sum insured or more than CHF 10'000 as well as contents circulating or in bank safes, etc.).

e) Freedom of movement

If two or more locations are insured in the same policy (e.g. residence, holiday or secondary residence, special risk, etc.), following the expiration of the external insurance in accordance with Art. 102.2.2, freedom of movement shall exist between these locations with regard to the sum insured. In this case, the insurance coverage is determined by the insurance coverage of the location where the insured property affected by the freedom of movement is now situated.

f) Change of residence

The insurance coverage also extends to change of residence in Switzerland and the Principality of Liechtenstein during the relocation and at the new location. Zurich must be notified of any changes of residence no later than 30 days after the next premium due date. Zurich is entitled to adjust the premium to the new conditions.

102.2.2 Outside home (external insurance)

The insurance coverage applies worldwide for insured property, which is temporarily, but not longer than 2 years, located outside from "at home" in accordance with Art. 102.2.1.

Art. 103

Insured Persons

The insurance covers the policyholder and all persons who live with him in the same household or are away during the week/weekend but regularly return to his household on weekends/during the week.

Art. 104

Insured Property

Insured are:

104.1 Household contents

This comprises:

- all movable items for private use which are owned by the insured persons,
- the following structural facilities for private use, which are not insured with the building, nor must be insured, and which are owned by the insured persons:
 - structural facilities in the building,
 - structural facilities in and on the building, which the insured persons have introduced as tenants or lessees,
- professional tools owned by the insured persons and used by the insured persons in the capacity of an employee,
- movable rented and leased items for private use.

104.2 Cash assets, guests' personal effects and entrusted property

The following are separately and additionally insured, each with their own respective sum insured:

104.2.1 Cash assets

I.e. money, securities, savings books, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls that are the private property of the insured persons and not owned by a business.

104.2.2 Guests' personal effects and entrusted property

i.e. guests' personal effects (excluding cash assets and jewelry) and movable entrusted property of third parties designated for private use.

Art. 105 Uninsured Property

The insurance does not cover

- motor vehicles (excluding motorcycles for which liability insurance is not legally required), trailers, caravans, mobile homes, along with all their accessories,
- ships for which compulsory liability insurance is required by law, as well as those that are not taken home regularly after use as well as other motorized nautical vessels, along with their accessories,
- aircraft that must be entered in the Swiss Aircraft Register,
- property insured against those events, for which there exists a legal obligation to insure with the cantonal insurance institution (e.g. household contents against fire in the cantons of Nidwalden and Waadt),
- property that must be insured with the building in accordance with the applicable standards that outline the delimitation between the building and movable property (e.g. movable washing machine belonging to a building owner in the canton of Zurich). The relevant norms are listed in Art. 302,
- individual items for which special insurance exists. However, Zurich shall not raise an objection to this limitation, if the policy excludes insurance coverage because other insurance is in place, e.g. contents insurance,
- cryptocurrencies,
- movable structures.

Art. 106 Generally Uninsured Events

Regardless of cause, excluded from insurance coverage are losses connected directly or indirectly with:

- warlike events, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults), including measures taken against these,
- nuclear fission, nuclear fusion, radioactive material, radioactive contamination, nuclear explosive devices and any type of nuclear weapon, including measures taken against these,
- water from reservoirs or other artificial water bodies/retainer pools,
- earthquakes and volcanic eruptions (this exclusion does not apply if earthquakes and volcanic eruptions are stated as included on the policy).

Damage directly connected with the following is also excluded from coverage:

- falling meteorites or other space objects.

These exclusions do not apply to statutory natural hazards insurance.

Insured Events

The following events can be insured as part of «CLASSIC» and/or «ALL RISK» insurance benefits. The agreed insurance benefits and the insured events are listed in the policy:

- **Insurance benefits «CLASSIC»:** fire (Art. 107), natural hazards (Art. 108), earthquakes and volcanic eruptions (Art. 109), theft (Art. 110) and water (Art. 111),
- **Insurance benefits «ALL RISK»:** All Risk (Art. 112), earthquakes and volcanic eruptions (Art. 109).

Art. 107 Fire

107.1 Scope of insurance

The insurance shall cover:

- damage caused by fire, sudden and accidental effects of smoke, lightning, explosion and implosion, by falling aircraft or spacecraft, aircraft or spacecraft making an emergency landing, or parts of such,
- damage resulting from extinguishing and clearing work,
- loss of insured property as a result of such events,
- damage through scorching and damage to insured property inadvertently exposed to heat or warmth.

107.2 Limitation of the scope of insurance

Damage to live electrical machines, equipment and cables caused by the effect of the electrical energy itself is not insured.

Art. 108 Natural Hazards

108.1 Scope of insurance

The insurance covers damage caused by flood, inundation, storms (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanches, snow pressure, rock slides, falling stones and landslides.

The loss of insured property as a consequence of such events is insured.

108.2 Limitation of the scope of insurance

- The following damage shall not be deemed to be damage caused by natural hazards:
 - Damage due to subsidence, poor building land, faulty construction, poor building maintenance, failure to take preventive measures, artificial earth-moving operations, snow sliding from roofs, ground water, rising and overflowing of bodies of water which is known to recur at shorter or longer intervals,
 - Damage caused by water from reservoirs or other artificial bodies of water, backflow of water from the sewerage system or changes in the atomic structure, irrespective of the cause,
 - Operating and utilization damages which are to be expected, such as damage from civil engineering, mining, extraction of rocks, gravel, sand or clay,
 - Damage due to vibrations/shock waves caused by the collapse of artificial cavities,
 - Vibration/shock resulting from tectonic activities in the earth's crust (earthquake) and volcanic eruptions.

b) The following are excluded from the natural hazard insurance:

- Storm and water damage to ships and boats on the water.

Art. 109 Earthquakes and Volcanic Eruptions

109.1 Scope of insurance

The damage, destruction and loss of insured property as a direct and indirect result of earthquake or volcanic eruption are insured.

Amending the general exclusions per Art. 106, losses from looting following an earthquake or volcanic eruption are also covered.

Earthquakes are defined as the large-scale movement of the earth's surface that is triggered by tectonic processes in the earth's crust and earth's upper mantle. In case of uncertainty as to whether the occurrence was an earthquake, the assessment of the Swiss Seismological Service (SED) is decisive.

Volcanic eruptions are defined as the release of pressure upon the bursting open of a fissure involving lava flows, eruption of ash and/or the release of other materials and gases.

109.2 Time specification

All earthquakes and volcanic eruptions occurring within 168 hours of the first tremor or eruption responsible for the damage constitute a single occurrence of loss.

All occurrences of loss whose start occurs during the period of insurance are covered.

109.3 Claims against third parties and other service providers

If Zurich provides services for which the claimant has a benefit entitlement against third parties, these claims shall be assigned to Zurich at the time of provision of the services under this contract.

If statutory insurance coverage for earthquakes or volcanic eruptions applies under a cantonal insurance scheme, a claim may be filed under this contract for any damage not covered under that scheme.

109.4 Termination

In amendment of Art. 2.1, either contracting party may terminate the "earthquakes and volcanic eruptions" coverage with three months' written notice effective at the end of the respective insurance year, or in any other form ensuring textual documentation.

Art. 110 Theft

110.1 Scope of insurance

The insurance covers losses due to the following events, if they are conclusively proven by forensic evidence, witnesses or on the basis of the circumstances:

110.1.1 Burglary

Burglary refers to the theft of property by perpetrators who use violence to enter a building, force entry into a room in a building, or forcibly enter locked containers situated inside a room.

Theft facilitated through the unlocking using the correct keys or codes shall be regarded on a par with burglary insofar as the keys or codes were obtained by the perpetrator through burglary or robbery.

110.1.2 Robbery

Robbery refers to the theft of property by using or threatening to use violence against the insured persons, as well as theft committed when there is an inability to resist as a result of injury, unconsciousness or death.

110.1.3 Simple theft

The insurance covers theft which is considered neither robbery nor burglary. This would also include the manipulation of locking systems where no building damage incurred.

Not insured is simple theft

- under the external insurance in accordance with Art. 102.2.2 (subject to the supplementary insurance coverage of simple theft outside the home and/or super theft),
- of cash assets.

110.1.4 Vandalism

The insurance covers contents losses caused by malicious damage, even without theft, if the perpetrator entered the insured premises without authorization.

110.1.5 Theft from locked vehicles

Theft from locked vehicles is considered simple theft.

110.2 Limitation of the scope of insurance

The insurance does not cover losses due to the loss or mislaying of property.

Art. 111 Water

111.1 Scope of insurance

The insurance covers damage caused by:

- liquids and gases from pipes and installations serving the building at the insured locations, from connected equipment and apparatus, or from other water-conducting devices and equipment, such as aquariums, ornamental fountains, air humidifiers and water beds,
- rain or water from melting snow or ice that penetrates into the building from outside,
- damage to the interior of the building as a result of the back-flow of water from the sewerage system or as a result of groundwater and subsurface water flowing underground.

The insurance also covers:

- the loss of insured property as a result of such events,
- the costs for repair of water pipes damaged by frost, or for the thawing of frozen water pipes, incl. water meters and connected devices installed by the tenant inside the building.

111.2 Limitation of the scope of insurance

The insurance shall not cover damage:

- insured in the events of fire and natural hazards,
- caused by the penetration of rain or water from melting snow or ice through open skylights, open windows and doors, or through openings in the roof or in walls of buildings under construction or in connection with alterations or other work,

- arising during the filling and repair or inspection of heating and tank installations as well as that of heat exchangers and/or heat-pump circulation systems.

Art. 112 All Risk

112.1 Scope of insurance

The insurance covers loss, damage and destruction.

112.2 Limitation of the scope of insurance

The insurance does not cover:

- damage occurring gradually rather than suddenly, such as due to exposure to light, temperature influences, humidity, dryness, oxidation or decay,
- wear, aging, color change, materials fatigue,
- damage occurring without external influence, such as internal operational damage,
- damage caused by vermin and rodents,
- fraud, misappropriation and/or embezzlement,
- legally forced sale or confiscation by government authorities,
- damage caused by house pets' scratches, bites or excrement,
- damage caused by rain or water from melting snow or ice that has entered the building through open skylights, open windows and doors or through openings in the roof or in walls in the case of new buildings, alterations or other work,
- sports equipment, bicycles and motorcycles, including items of equipment utilized in competition,
- data stored on insured items such as photos, music files and software applications.

Art. 113 Benefits

113.1 Replacement value and loss calculation

For household contents, guests' personal effects and entrusted property, the claim shall be calculated on the basis of the amount needed to purchase items at the new replacement value at time of the event of a loss (= replacement value), less the value of the remains. Personal sentimental value is not considered. In the event of partial loss, the claim will be calculated on the basis of the repair costs, but not in excess of the replacement value.

113.2 Sums insured and benefit limitations

The sum insured forms the limit of indemnity, unless special benefit limitations are applicable. For damage within the scope of application of the statutory natural hazards insurance, the statutory provisions as listed in Art. 17 shall apply.

113.2.1 Benefit limit for jewelry

a) Insurance benefits «CLASSIC»

In the event of simple theft at home in accordance with Art. 102.2.1 as well as burglary in general (but not robbery), the benefit for jewelry is limited to 20% of the sum insured, or a maximum of CHF 30'000. This limit does not apply if jewelry is locked in a safe weighing at least 100 kg, or in a safe built into the wall and the key or code of the combination lock is either carefully stored or carried by those responsible on their person.

b) Insurance benefits «ALL RISK»

In the event of loss (e.g. through theft) the benefit for jewelry is limited to 20% of the sum insured and shall not exceed CHF 30'000.

This restriction does not apply:

- in the event of robbery, i.e. theft of property by using or threatening to use violence against the insured persons, as well as theft committed when there is an inability to resist as a result of injury, unconsciousness or death,
- if jewelry is locked in a safe weighing at least 100 kg, or in a safe built into the wall and the key or code of the combination lock is either carefully stored or carried by those responsible on their person.

c) Insurance benefits «CLASSIC» and «ALL RISK»

- In an uninhabited holiday home or in uninhabited holiday and secondary residences, jewelry is only insured in the event of theft if it is locked in a safe weighing at least 100 kg, or in a safe built into the wall and the key or code of the combination lock is either carefully stored at another location or carried by those responsible on their person. Under these conditions, the benefit limit for jewelry at these locations amounts to CHF 100'000.
- Pocket watches and wristwatches that are individually worth more than CHF 5'000 are also considered jewelry.

113.2.2 Sum insured for cash assets

a) Insurance benefits «CLASSIC»

Cash assets are insured on a first-risk basis against damage caused by fire, natural hazards, burglary, robbery, earthquakes and volcanic eruptions, in addition to water – provided that these events are listed in the policy – up to CHF 5'000, insofar as no higher sum insured has been agreed.

Under the special risk "contents in a bank safe", cash assets are covered up to the sum insured stipulated in the policy.

No benefits are provided for simple theft.

b) Insurance benefits «ALL RISK»

Cash assets are insured on a first-risk basis against damage defined under All Risk as well as earthquakes and volcanic eruptions – provided that these events are listed in the policy – up to CHF 5'000, insofar as no higher sum insured has been agreed.

113.2.3 Benefit limit for damage through scorching

a) Insurance benefits «CLASSIC»

Benefits for damage through scorching and damage to insured property inadvertently exposed to heat or warmth are limited to CHF 5'000.

b) Insurance benefits «ALL RISK»

There is no special benefit limitation for damage through scorching and damage to insured property inadvertently exposed to heat or warmth.

113.2.4 Sum insured for guests' personal effects and entrusted property

a) Insurance benefits «CLASSIC»

Guests' personal effects (excluding cash assets and jewelry) and entrusted property are insured on a first-risk basis against damage caused by fire, natural hazards, earthquakes and volcanic eruptions, theft and water – provided that these events are listed in the policy – in each case up to CHF 5'000.

b) Insurance benefits «ALL RISK»

Guests' personal effects (excluding cash assets and jewelry) and entrusted property are insured on a first-risk basis against damage defined under All Risk as well as earthquakes and volcanic eruptions – provided that these events are listed in the policy – in each case up to CHF 5'000.

113.2.5 Sum insured for replacement items in case of delayed baggage**a) Insurance benefits «CLASSIC»**

The costs for the acquisition of replacement items, if the baggage handed over to a carrier for transportation is delayed, is insured provided that the supplementary insurance super theft has been taken out. The corresponding benefit limit is listed in Art. 403.1.2 b).

b) Insurance benefits «ALL RISK»

If the baggage handed over to a carrier for transportation is delayed, the costs for the absolutely necessary acquisition of replacement items are insured on a first-risk basis up to a maximum of CHF 2'000.

113.3 Recovered property

Any property which is subsequently recovered shall be handed over to Zurich or the indemnity paid reimbursed.

**Art. 114
Insured Costs**

The following costs incurred as a result of insured damage at home (at the location) as defined in Art. 102.2.1 are insured (excluding glass breakage as defined in Art. 405). The benefit per type of cost shall amount to 10% of the sum insured for household contents, but no less than CHF 5'000 per type of cost, unless a higher sum insured has been agreed (excluding cost type e)). The maximum indemnity for cost types a)–d) combined shall be CHF 50'000:

a) Higher cost of living or loss of rent

These shall be determined on the basis of the costs arising from the inability to use damaged rooms as well as the loss of income derived from letting or subletting. Any costs saved will be deducted.

b) Debris removal and disposal costs

These shall be determined on the basis of the actual costs of removing the debris of insured property from the site of the loss and transporting it to the nearest suitable waste disposal site, including the deposit and destruction costs. Costs for the possible decontamination of insured property and the extinguishing water are also insured.

c) Costs of emergency glazing, emergency doors and emergency locks

These shall be determined by the actual costs of carrying out the measures taken.

d) Costs of changing locks

These costs shall be decided by the actual costs of altering or replacing locks at the locations indicated in the policy and to safe-deposit boxes rented by the claimant, including the relevant keys.

e) Other costs

For other costs, which are verifiably attributable to insured damage at home (at the location), the maximum additional benefit shall be CHF 500. The increase or the reduction of the sum insured has no influence on this benefit limit.

f) Building damage

In the event of damage to the building caused by an insured theft or a proven attempted theft, the costs of repair are covered, provided that these must not be covered by separate insurance.

g) Costs incurred by frost damage**• Insurance benefits «CLASSIC»**

The costs for the repair of water pipes damaged by frost, or for the thawing of frozen water pipes, including water meters and connected devices installed by the tenant inside the building are insured without special benefit limitation in the event of water damage.

• Insurance benefits «ALL RISK»

Decisive here are the costs of repair for water pipes damaged by frost, or for the thawing of frozen water pipes, including water meters and connected devices installed by the tenant inside the building.

**Art. 115
Deductible****Natural Hazards**

The deductible for damage caused by natural hazards amounts to CHF 500 per event.

Earthquakes

The deductible for damage caused by earthquakes and volcanic eruptions amounts to 10% of the loss amount, or a minimum of CHF 1'000 per event.

All Risk

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

For the following damage caused by natural hazards, the deductible amounts to CHF 500 per event: Flood, inundation, storms (winds with a minimum velocity of 75 km/h uprooting trees or taking the roofs off buildings in the vicinity of the insured property), hail, avalanches, snow pressure, rock slides, falling stones and landslides.

Other losses

For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Supplementary Insurance for Contents Insurance

The contract may include the following supplementary insurance if agreed and stipulated in the policy.

Art. 401 Common Provisions for All Supplementary Insurances

401.1 Additional contract conditions

In addition to the conditions of this supplementary insurance, the respective conditions of household contents insurance, buildings insurance and movable structures insurance also apply – in particular the conditions on “Insured Property”, “Uninsured Property” and “Generally Uninsured Events” – provided that the individual supplementary insurance is not regulated otherwise.

401.2 Temporal scope

Occurrences of loss that occur during the period of insurance are insured.

401.2.1 The following are not covered

a) In case of an offer (by Zurich)

Damage/losses which had already occurred at the time of contract conclusion.

b) In case of an application (filed by the policyholder)

Damage that had already occurred at the time of application filing.

Art. 402 Simple Theft Outside the Home

402.1 Scope of insurance

The insurance covers property which is insured in the household contents insurance up to the agreed sum insured on a first-risk basis against simple theft in the external insurance in accordance with Art. 102.2.2.

If several locations are insured in the same policy, simple theft outside the home applies to insured property of all these locations.

402.2 Limitations of the scope of insurance

The insurance does not cover cash assets or losses due to the loss or mislaying of property.

402.3 Deductible

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 403 Super Theft

403.1 Scope of insurance

If several locations are insured in the same policy, the insurance coverage applies to insured property of all these locations.

403.1.1 Simple theft outside the home

The insurance covers property which is insured in the household contents insurance up to the agreed sum insured on a first-risk basis against simple theft in the external insurance in accordance with Art. 102.2.2.

Limitation of the scope of insurance

The insurance does not cover cash assets or losses due to the loss or mislaying of property.

403.1.2 Damage and loss while traveling

The agreed sum insured on a first risk basis is doubled for super theft, and alongside the coverage in accordance with Art. 403.1.1 (with likewise double the sum insured), additionally the following scope of insurance applies to all insured household contents taken traveling, provided that:

- the insured person is traveling further than 50 km of linear distance from their insured residential address (contents at the place of residence)

or

- the insured person will spend at least one night away from their home.

The insurance coverage is valid worldwide and begins upon commencement of the journey after leaving the home and ends upon return with entry into the home.

a) Insured events

The insurance covers loss as well as unforeseen and sudden damage or destruction as a result of violent external effects.

b) Delayed baggage

The insurance covers the costs for absolutely essential acquisitions of replacement items up to 30% of the sum insured, if the baggage handed over to a carrier for transportation is delayed.

c) Limitation of the scope of insurance

This contract does not cover:

- cash assets,
- damage, insured in the events of fire, natural hazards, theft, water or glass breakage,
- simple theft outside the home (insured under Art. 403.1.1),
- damage caused by rodents and vermin,
- sports equipment, bicycles and motorcycles, including items of equipment utilized in competition,
- sports equipment with its own motor (excluding motorcycles for which liability insurance is not legally required),
- damage caused by rain or water from melting snow or ice that has entered the building through open skylights, open windows and doors or through openings in the roof or in walls in the case of new buildings, alterations or other work,
- data stored on insured items such as photos, music files and software applications,
- damage caused by house pets' scratches, bites or excrement,
- injury or death of animals,
- fraud, misappropriation and/or embezzlement,
- legally forced sale or confiscation by government authorities.

403.2 Deductible

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 404 Loss of Keys

If simple theft outside the home, super theft or all risk have been agreed, the loss of keys is also insured.

404.1 Scope of insurance, benefits and deductible

In the event that keys or codes, cards for electronic access systems (badges) and the like are lost, the cost of changing or replacing locks (including emergency locks) and the relevant key at the locations indicated in the policy is covered up to 50% of the agreed sum insured for simple theft outside the home, to a maximum of CHF 4'000. The following also applies:

- the doubling of the sum insured for super theft is not taken into consideration,
- benefits of up to CHF 4'000 are insured with all risk cover.

If the costs for emergency locks exceed the sum insured, the supplementary "Home Assistance" insurance can also be utilized, if this was included in the contract.

The loss of keys to leased safe deposit boxes is also insured within the same scope.

The deductible for the theft and/or all risk insurance applies.

404.2 Limitations of the scope of insurance

Not insured are keys, codes, badges etc. for business facilities and vehicles.

Art. 405 Glass Breakage

405.1 Geographic scope

This supplementary insurance is valid at the contractually agreed location.

405.2 Scope of insurance

The insurance coverage shall be based on the following variants depending on the agreement:

a) Glass furniture

The insurance covers glazing on furniture as well as natural or artificial stone tabletops against loss or damage due to breakage.

b) All glass

The following loss or damage due to breakage is covered up to the agreed sum insured:

- Building glazing at the insured location, incl. glass bricks and dome lights,
- Glazing in furniture (as owner of the insured goods),
- Glass components of solar panels and similar panels,
- Acrylic glass or similar plastics, insofar as they are used in place of glass,
- Ceramic cook-tops, sinks, washbasins, bidets, urinals and lavatories including cisterns. Necessary consequential costs for accessories (such as towel holders or cabinets underneath washbasins) and fittings are insured up to CHF 500,

- Shower tubs and bath tubs, including partitions,
- Kitchen work surfaces and tabletops made from natural or artificial stone or ceramic as well as
- Costs of repairing chipped enamel surfaces.

As a tenant or condominium owner, the insurance coverage only applies for the premises that are personally occupied, including adjoining rooms.

c) All glass and extended glass breakage

For this variant, the supplementary "All glass" insurance also extends to loss or damage due to breakage on:

- wall and floor tiles made from natural stone, artificial stone or ceramic in the insured building,
- façade linings and wall claddings made from glass and glass bricks, which are permanent fixtures of the insured building or were used as the actual structural fabric.

In the event of damage to individual wall or floor tiles, the replacement of the other tiles is also covered where necessary. For wall tiles, façade linings and wall claddings, the indemnity payments are limited to the affected wall area, or to the floor area of the affected room for floor tiles.

As a tenant or condominium owner, the insurance coverage only applies for the premises that are personally occupied, including adjoining rooms.

Where specifically agreed, this supplementary insurance pursuant to variants b) and c) in the buildings insurance shall only apply to commonly used rooms.

405.3 Limitation of the scope of insurance

The following shall generally be excluded from glass breakage insurance:

- damage to hand-held mirrors, optical lenses (glasses, binoculars, etc.), monitors of all kinds, glassware, hollow ware, art or decorative objects and light fittings, incandescent light bulbs, fluorescent light bulbs and neon lamps,
- mere surface damage and purely visual damage, such as scratches or spark residues, etc.,
- damage, insured in the events of fire and natural hazards,
- consequential damage and damage due to wear and tear,
- greenhouse and hotbed windows,
- damage to components of electronic communication and entertainment devices, such as mobile phones, tablets, etc.

For mobile homes, caravans, apiaries and garden and allotment chalets, the "All glass" variant shall exclusively insure losses or damages due to breakage involving glazing in furniture, windows and roof openings made of glass, acrylic glass or similar plastics.

405.4 Benefits and deductible

The benefit depends on the selected variant:

First risk

In the event of a loss, the costs of repair or replacement shall be indemnified up to the agreed sum insured for each damaged or destroyed item of property. Transport costs, debris removal costs and costs for emergency glazing are taken into consideration, if they are included in the sum insured.

Flat rate

In the event of a loss, the actual costs that arise for replacement and emergency glazing as well as transport and debris removal costs are covered to a maximum of the agreed sum insured for the household contents or building.

No deductible is payable for glass breakage.

Art. 406 Accidental Damage Insurance

406.1 Geographic scope

The supplementary insurance applies worldwide.

406.2 Scope of insurance

This supplementary insurance covers the following depending on the agreement:

Accidental damage to contents

Items belonging to the insured household contents up to the agreed sum insured on a first-risk basis.

Accidental damage to electrical equipment

Items belonging to insured household contents which require electrical energy to operate (connection to the mains or battery), up to the agreed sum insured on a first-risk basis. This includes e.g. laptops, smartphones or electric motorcycles, for which no liability insurance is legally required.

Accidental damage to sports equipment

Sports equipment belonging to the insured household contents (e.g. fitness equipment, roller blades, snow boards, skis) as well as items of equipment used to protect against injury in the course of sports activities (e.g. protective clothing for fencing, crash helmet), up to the agreed sum insured on a first-risk basis.

Bicycles and electric motorcycles belonging to the insured household contents with a catalog price of more than CHF 1'000 are considered sports equipment.

406.3 Insured events

The insurance covers unforeseen and sudden damage or destruction as a result of violent external effects.

406.4 Limitation of the scope of insurance

This contract does not cover:

- damage, insured in the events of fire, natural hazards, theft, simple theft outside the home, water or glass breakage,
- damage caused by rodents and vermin,
- sports equipment, bicycles and motorcycles, including items of equipment utilized in competition,
- sports equipment which has its own motor (excluding motorcycles for which liability insurance is not legally required),
- damage caused by rain or water from melting snow or ice that has entered the building through open skylights, open windows and doors or through openings in the roof or in walls in the case of new buildings, alterations or other work,
- data stored on insured items such as photos, music files and software applications,
- damage caused by house pets' scratches, bites or excrement,
- injury or death of animals.

406.5 Deductible

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 407 Frozen Goods

407.1 Geographic scope

The supplementary insurance coverage applies at all locations stated in the policy.

407.2 Scope of insurance

The insurance covers damage to food stored in freezers for private consumption by insured persons should it become inedible due to an unforeseen failure of the cooling unit.

The insurance provides coverage up to the agreed sum insured on a first-risk basis.

407.3 Deductible

No deductible applies in the event of damage to frozen goods.

Personal Liability Insurance

Art. 601

Temporal and Geographic Scope

601.1 Temporal scope

The insurance shall apply to losses that are caused during the period of insurance.

601.1.1 The following are not covered

a) In case of an offer (by Zurich)

Damage/losses which had already been caused at the time of contract conclusion.

b) In case of an application (by the policyholder)

Damage/losses which had already been caused at the time of application filing.

601.2 Geographic scope

The insurance is valid worldwide except as otherwise stated.

Art. 602

Insured Persons

The insurance covers the policyholder alone (individual person) or the policyholder and all persons who live with him in the same household or are away during the week/weekend but regularly return to his household on weekends/during the week (family insurance).

The insurance also covers:

- minor foster children, minor children in day care and minor vacation children in the care of an insured person,
- employees and auxiliary staff of an insured person, for damage they cause in the private sphere of an insured persons while carrying out an assignment for an insured person or while performing their work duties – independent professionals and their auxiliary staff are not insured,
- third parties in their capacity as head of the family, for damage caused by minors living in the household of an insured person and temporarily staying with these third parties. This insurance coverage applies, provided the supervision is not carried out as part of a business,
- persons looking after an insured person's animals, provided the animals are kept for no more than two months and are not being looked after as part of a business.

Art. 603

Provisional Insurance

In the event of marriage, the establishment of a registered partnership or a domestic partnership, the insurance coverage also applies to the persons living in the same household for a period of one year.

Art. 604

Insured Characteristics

The insured persons are insured for the consequences of their actions in private life, for one of the following characteristics but only within the specified scope.

- a) head of a family,
- b) employer of domestic servants, au pairs and babysitters for their personal needs,

c) owners and occupiers of detached homes or apartment blocks without business premises, having not more than three dwellings located in Switzerland and/or the Principality of Liechtenstein. The insurance also covers the surroundings belonging to the building, private roads, outbuildings not used for profit-making purposes as well as apiaries and allotment chalets (movable structures),

d) owners of freehold flats (apartments), i.e. owners of owner-occupied flats (including holiday flats) on a condominium basis located within Switzerland and/or the Principality of Liechtenstein. The insurance also covers liability claims arising from damage whose cause is to be found in the parts of the building for which the apartment owner has separate rights as well as for liability claims arising from damage whose cause is to be found in communal parts of the building, premises or installations,

In the event of claims by the community of owners against the insured person as the condominium owner who caused the damage, the insurance does not cover that part of the damage which corresponds to the ownership ratio of the insured person.

If the condominium association has taken out building liability insurance, the insurance coverage for the personal liability insurance shall only cover that portion of the damage that exceeds the sum insured under the building liability insurance,

e) owners of holiday homes, mobile homes, unlicensed permanently stationed caravans located in Switzerland and/or the Principality of Liechtenstein,

f) tenants or lessees of residential buildings and premises occupied by them, including claims arising from damage to parts of the building and installations used communally. Damage caused by tenants includes damage to and destruction of the rental property,

g) tenants of self-occupied hotel rooms, secondary residences, holiday apartments, holiday homes, movable structures and mobile homes and unlicensed permanently stationed caravans,

h) the principal of new builds, conversion, expansion and renovation of buildings, land and installations covered by this liability insurance up to a total construction cost of CHF 200'000 (calculated in accordance with SIA methods),

i) owner, tenant, lessee of undeveloped plots of land (e.g. allotment gardens including allotment chalets for the cultivation of the gardens) located in Switzerland and/or the Principality of Liechtenstein,

j) amateur sportsmen including sports events and competitions,

k) persons in possession of fire-arms,

l) members of the Swiss Army, the Swiss Civil Defense and the public fire brigade and first aid service,

m) keepers of animals. Liability as a keeper of profit-yielding animals is insured up to a gross annual income of CHF 6'000. The statutory requirements for the keeping of animals must be satisfied,

n) secondary occupation with a gross annual income of up to CHF 6'000. Income from child care earned as babysitters or foster parents shall not be subject to this limit.

Art. 605 Insured Damage

This insurance covers the insured person's statutory liability for:

- a) bodily injury, i.e. killing, injuring or any other health impairments caused to persons,
- b) property damage, i.e. the destruction, damage or loss of property and the killing, injuring or loss of animals.

Also insured are financial losses, which can be attributed to an insured bodily injury or insured property damage inflicted upon the injured party.

At the policyholder's request and within the framework of the General Conditions of Insurance, Zurich shall also provide benefits on a subsidiary basis to other insurers where statutory liability does not apply:

- Damage caused by insured persons living in the same household, who are incapable of sound judgment. The benefit shall not exceed CHF 200'000 per event,
- Damage up to the claim amount of CHF 2'000 per event for the property of visitors. The following persons shall not be deemed to be visitors: persons on the insured person's premises in order to perform their services or business activity; tenants and subtenants occupying rooms, apartments and buildings of the insured person,
- Damage up to the claim amount of CHF 2'000 per event caused by insured house pets. Damages to third parties acting in a caring role are also insured in amendment of Art. 613 a). No benefits shall be paid out, if the care is provided as part of a business,
- Property damage up to the claim amount of CHF 2'000 per event caused by persons playing sports or games.

Art. 606 Third Party Liability for Custody Damages

The insurance covers the third party liability of the insured persons for damage to the property of third parties which they have taken over or rented for use, safekeeping, transport or for another purpose.

Special coverage limits apply for property damage, as follows:

- For damage to jewelry, watches, furs, works of art and/or musical instruments: CHF 20'000 per event,
- For loss of entrusted keys or codes, cards for electronic access systems (badges) and similar for the premises of an employer, of public buildings and/or of clubrooms: CHF 20'000 per loss event. This includes costs for the necessary changing or replacement of locks (incl. emergency locks) and accompanying keys.

In addition to the limitations of the scope of insurance in accordance with Art. 613, the insurance does not cover:

- a) damage to borrowed or rented horses, and horses being kept temporarily or ridden on behalf of a third party, in addition to the corresponding riding and carriage equipment (subject to the supplementary insurance in accordance with Art. 702),
- b) third party liability for damages to borrowed or rented aircraft, for which liability insurance is legally required,
- c) property that is subject to a leasing or hire-purchase agreement.

Art. 607 Third Party Liability from the Use of Motor Vehicles

In connection with the use of a motor vehicle owned by a third party, the following scope of insurance applies:

- a) The insurance covers an existing deductible in the motor third party liability insurance, as well as an additional premium caused by a bonus downgrade, until the premium level is regained at the time of loss event, if insured persons are liable for this as drivers or passengers of motor vehicles owner by third parties.
- b) In case of the use of third party motor vehicles not registered in Switzerland or the Principality of Liechtenstein by the insured person as driver or passenger, the insurance also covers:
 - claims against insured persons, if the claims are not insured by the compulsory liability insurance for the motor vehicle, or if no liability insurance is prescribed,
 - the difference between the existing liability insurance sum insured for the motor vehicle and the maximum benefit of CHF 2 million.
- c) In amendment of Art. 613 g), bullet point 4, the third party liability of insured persons for damage as drivers of third party go-karts on specially designated commercial tracks is insured. Not covered is the third party liability for damage incurred by participation in motorsports events, as well as damage to the vehicle itself.

For damage occurring abroad, the maximum benefit shall be CHF 2 million.

Art. 608 Third Party Liability from the Use of Bicycles and Motorcycles

The insurance extends to claims against insured persons as drivers of bicycles and motorcycles, if no compulsory liability insurance is legally required.

If compulsory liability insurance exists, the insurance covers the claims for the part of the damage that exceeds the sum insured by the compulsory insurance.

Where the legally prescribed insurance has not been taken out, or where the driver does not have the legally required driver's license, claims shall not be insured.

For losses occurring abroad, the maximum liability shall be CHF 2 million.

Art. 609 Third Party Liability from the Use of Ships and Aircraft

The insurance covers the insured person's third party liability as the keeper or user of ships, surfboards, aircraft and flying objects of any kind for which liability insurance is not prescribed by law.

In the case of compulsory insurance, the third party liability as the keeper of model aircraft up to a maximum weight of 30 kg is also insured.

Art. 610**Provisions for Tank Installations**

The insured person must ensure that tank installations are serviced by specialists within the statutory or officially prescribed period. Breakdowns must be rectified immediately and the necessary repairs and inspections must also be promptly performed. If these maintenance requirements are not met, the insurance coverage shall cease.

The insurance does not cover the costs of finding leaks, emptying and refilling installations, or the cost of repairs and alterations to the installations.

Art. 611**Environmental Impairment**

The insurance covers the statutory liability for bodily injury and property damage arising in connection with environmental impairment, if this results from a single, sudden, unforeseen event that demands immediate action such as notifying the relevant authorities, alerting the public, or taking action to prevent or minimize losses.

Environmental impairment shall constitute sustained damage to the natural state of the air, water (including ground water), soil, flora or fauna by emissions, provided that this damage may have or had damaging or other effects on human health, property or ecosystems. "Environmental impairment" also includes the circumstances defined by law as "environmental damage".

Limitations of the scope of insurance

The insurance does not cover third party liability for damage which is attributable to several events occurring together that are similar in effect (e.g. occasional drips of damaging substances penetrating the ground, repeated spillage of liquids from mobile containers) which trigger immediate action as described above, provided such action would not be necessary for single incidences of this kind.

The environmental impairment itself and claims in connection with contaminated sites are excluded.

Art. 612**Insured Loss Prevention Costs**

If, as a result of an unforeseen event, the occurrence of an insured loss is imminent, the insurance also covers those costs which the insured person incurs in taking appropriate measures to prevent this danger. Loss prevention costs are deemed equivalent to property damage.

However, the insurance shall not apply to:

- the costs of eliminating a dangerous situation,
- the costs of loss prevention measures taken on account of snowfall or the formation of ice.

Art. 613**Limitation of the Scope of Insurance**

The insurance does not cover:

- a) claims for damage affecting the insured persons or persons living with them in the same household or property belonging to them,

- b) losses in connection with a primary or uninsured secondary occupation or with an activity that an insured person performs without appropriate authorization,
- c) damage to cash assets, i.e. money, securities, passbooks, precious metals (held as reserves, bullion or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls, as well as documents, plans and military, civil defense and fire brigade material taken into care, custody or control for any reason,
- d) damage due to wear and tear that is highly likely to occur,
- e) damage due to gradual effects, such as those resulting from weathering, temperature, humidity, smoke, dust, soot, gases, vapors or vibrations,
- f) damage from contractually assumed liability over and above the statutory liability,
- g) third party liability:
 - as the keeper of motor vehicles. This exclusion does not apply for the legally permitted use of the vehicle without obligatory liability insurance,
 - as the driver of a vehicle, without possessing the required driver's license,
 - for damage in connection with journeys which are not legal or not allowed by the authorities or the owner,
 - for damage incurred through the use of motor vehicles and nautical vessels with a motor, when participating in races, rallies and similar competitions, as well as all driving on racetracks,
 - for damage to steered motor vehicles and nautical vessels, for which third party liability insurance is legally required, as well as to vehicles, which an insured person uses as a legally required passenger, in addition to trailers pulled by steered motor vehicles. Damage to motorcycles is unaffected by this exclusion,
 - for damage to the vehicle of the insured persons' employer,
 - for damage to vehicles and/or trailers rented by an insured person or borrowed from a car sharing provider or platform for a fee,
 - for damage to vehicles, which are leased by an insured person or used within the scope of a subscription model,
 - for damage to property transported with the motor vehicle,
- h) claims of all types, without regard to the contributing causes, which are directly or indirectly attributable to warlike events, warlike operations, unrest of all kinds or terrorism,
- i) damage caused by laser, maser, or ionizing radiation,
- j) damage caused by an insured person as a member of the Swiss Army or the Swiss Civil Defense through warlike acts or as a member of a foreign army,
- k) damage in connection with the intentional committing of a crime or offense, the willful violation of statutory or regulatory requirements and the active participation in scuffles or brawls,
- l) claims as a result of the transmission of contagious diseases of man, animals and plants,
- m) damage in connection with mold, asbestos or urea formaldehyde.

Art. 614 **Waiver of Reductions Due to Gross Negligence**

If expressly agreed, Zurich shall waive a reduction in the insurance benefits due to gross negligence pursuant to Art. 14 (2) and (3) of the Swiss Federal Law on Insurance Contracts (LIC). This shall exclude cases in which the insured person caused the occurrence under the influence of alcohol, drugs or because of the abuse of medicines. Causing an occurrence of loss through willful intent or recklessness shall also be excluded.

Art. 615 **Benefits**

The benefits shall consist of indemnity for justified claims and defense against unjustified claims, including interest on losses, loss minimization costs, costs of expert opinions, lawyer's fees, court costs, arbitration costs and mitigation costs, indemnification of parties and insured loss prevention costs, capped by the sum insured and limits stipulated in the policy and/or in the General Conditions of Insurance.

Zurich shall only handle the event of a loss if the claims exceed the stipulated deductible (subject to Art. 617). Zurich represents the insured person and is entitled to pay damages to the injured party directly and without deducting any deductible.

The insured person is not entitled to acknowledge or settle claims by the injured party without the prior consent of Zurich, or assign claims from this insurance to the injured party or third party prior to their final determination.

In the case of litigation, the insured person must grant the necessary power of attorney to the lawyer designated by Zurich. Zurich shall be entitled to the compensation for proceedings promised to the insured person to the amount of its benefits.

The settlement of the event of a loss by Zurich or a court judgment entered against them is binding for the insured person. The insured person must refund the agreed deductible, waiving all objections.

If an insured person becomes liable in the course of a gratuitous action, Zurich shall waive the assertion of a gratuitous action deduction.

The total of all losses arising from one and the same cause, irrespective of the number of injured parties or claimants, shall be deemed to be one occurrence of loss.

Art. 616 **Deductible**

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy. The deductible is only deducted once for damage caused by tenants.

Art. 617 **Compulsory Insurance**

The following applies where compulsory liability insurance is concerned:

- Zurich will process claims even if the deductible is not exceeded where the injured party is bringing claims against Zurich under the right to directly assert claims (direct legal claim).
- The statutory provision that dictates that contestment cannot be asserted vis-a-vis injured parties on the basis of grossly negligent or intentional causation of the insured event, breach of obligations or failure to pay premiums or a contractual deductible applies exclusively to the portion of the sum insured which represents the statutory coverage amount under compulsory insurance. In such cases, Zurich has rights of recourse against the policyholder/insured.

Supplementary Insurance for Personal Liability Insurance

The contract may include the following supplementary insurance if expressly agreed and stipulated in the policy. The provisions of the private liability insurance apply, unless otherwise specified in the individual supplementary insurances.

Art. 701

Driving Third-Party Vehicle (Damage to Third-Party Motor Vehicles with a Maximum Total Weight of 3'500 kilograms as well as Trailers, Motorcycles and Nautical Vessels)

701.1 Scope of insurance

The insurance covers motor vehicles steered by the insured persons up to 3'500 kilograms in overall weight, motorbikes and nautical vessels, for which liability insurance is legally required. Damage to trailers is insured if they may be towed by passenger cars or other light motor vehicles up to a total weight of 3'500 kg in accordance with road traffic legislation.

The insurance covers statutory liability for damage to insured vehicles as a driver or a legally required passenger for learner drivers for a maximum of 25 days per calendar year, regardless of whether a day at a time or on consecutive days. The maximum benefit for trailers, motorcycles and nautical vessels amounts to CHF 50'000 for each category.

701.2 Limitation of the scope of insurance

- a) If insurance is in place covering collision damage for the relevant vehicle, the insurance coverage is limited to the deductible and to the additional premium caused by a bonus downgrade until the premium level valid at the time of the occurrence of loss is regained.

In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance does not cover:

- b) damage to vehicles which are steered by an insured person in connection with an occupational activity, as well as damage to vehicles of an employer of an insured person, irrespective of which insured person has steered the vehicle,
- c) claims from the use of a vehicle for which the insured person is not authorized.

Art. 613 lit. g bullet point 5 is replaced as follows:

The following are not covered:

- Damage to vehicles and trailers that are steered by an insured person or are towed by the same during commercial driving instruction,
- Damage to rental cars and car sharing vehicles driven by an insured person.

701.3 Deductible

The deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.