

# Personal Liability Insurance

**General Insurance Conditions (AVB)  
Version 04.2019**

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# I General provisions

## 1 Introduction

The male pronoun used in this text also applies to females.

## 2 Scope of personal liability insurance

Personal liability insurance protects the assets of the policyholder and his family members against the financial consequences arising from statutory liability claims brought by third parties in connection with personal injury, damage to animals, property damage and financial loss. CSS Versicherung AG (hereinafter referred to as "CSS") also covers the cost of defending against unjustified claims if this is included in the cover.

## 3 Beginning, term and end of the insurance

The insurance begins on the date shown in the policy. The contract term is at least one year. The contract extends for a further year at a time unless it is terminated in writing at least three months before the term ends or before the next main expiry date or premium due date. Notice of termination is deemed to be on time if it reaches CSS or the policyholder no later than the last day before the three-month notice period begins.

## 4 Content of the contract

If the contents of or addenda to the policy differ from what was agreed, the policyholder must ask CSS to rectify them within four weeks of receipt of the documents, otherwise the content is deemed to have been accepted.

## 5 Obligation to notify

When taking out the insurance, the policyholder must inform CSS correctly about any material facts of which he is aware or should be aware that are significant for assessing the risk.

### Violation of the obligation to notify

- a) CSS can terminate the contract in writing if, when taking out the insurance, the policyholder misrepresented or withheld information on material facts that are significant for assessing the risk. Termination becomes effective on receipt of notice by the policyholder.
- b) CSS has no obligation to pay benefits for losses already incurred, whose occurrence or scope was influenced by the misrepresentation or withholding of material facts. In this case, CSS is entitled to a refund of any benefits it has already paid.
- c) The right of termination ends four weeks after CSS becomes aware of the violation.

## 6 Changes to the insurance

CSS recommends that the policyholder adjust the insurance to any changes in the insurance situation. CSS has the right to adjust the premiums and sums insured to the new circumstances when, for example, an additional risk is to be insured or another person joins the household.

## 7 Reporting obligation and other obligations

### a) Increase and changes in risk

During the term of the insurance, the policyholder must inform CSS immediately of every change in a material fact that is significant for assessing the risk of which he is aware or should be aware and was asked about in writing before taking out the insurance. CSS has the right to adjust the premium to the new circumstances or to terminate the insurance contract within 14 days of receipt of the policyholder's notification by giving 30 days' notice.

The policyholder has the same right of termination if no agreement can be reached about the premium increase.

### b) Change of residence or place of residence

The policyholder must inform CSS immediately about any change of residence in Switzerland or if he moves his place of residence abroad.

CSS has the right to adjust individual policies and premiums to the new circumstances. Such a change does not justify termination.

## 8 Obligations in the event of a claim

In the case of an insured event, the policyholder must

- a) inform CSS immediately;
- b) provide CSS with all the information about the cause, amount and specific circumstances of the loss and permit CSS to investigate the matter;
- c) provide the information required to substantiate the claim and determine the scope of the duty to indemnify and, on request, draw up a list of the property affected by the loss, indicating its value and attaching the original receipts;
- d) during and after the loss event, do everything in his powers to preserve and salvage the damaged property, mitigate the extent of the loss and follow the instructions of CSS;
- e) refrain from making changes to the damaged property that could make it difficult or impossible to determine the cause or scope of the loss, unless such a change will mitigate the loss or serves the public interest.

## 9 Termination in the event of a claim

- a) After a loss event occurs for which an indemnity is due, CSS can terminate the contract in writing at the latest upon payment of the indemnity; the policyholder can terminate the contract in writing at the latest 14 days after learning of the payment. Notice of termination must reach CSS within this period.
- b) If the policyholder terminates the contract, insurance cover ends when the notice is received by CSS.
- c) If CSS terminates the contract, insurance cover ends 14 days after the policyholder receives the notice.

## 10 Other reasons for cancellation

CSS can terminate or withdraw from the contract if a claim proves to be fraudulent, the obligation to refrain from making changes in the event of a claim is violated, an insured event is caused deliberately, or in the case of double insurance. Notice of termination becomes effective on receipt by the policyholder.

## 11 Payment of premiums and refunds

- a) Premiums must be paid in advance. If the policyholder neglects his obligation to pay within 30 days, he will be notified of the consequences in writing and asked to pay within 14 days after dispatch of the reminder. If the reminder is ignored, CSS's obligation to pay benefits rests from when the reminder period ends until all premiums and fees are paid in full.
- b) If the contract is terminated before the insurance year ends, CSS will refund any premiums that were paid for the unused part of the insurance period.

### No refund is due if

- c) the policyholder terminates the contract in the event of a claim and the contract was in force for less than 12 months;
- d) the policyholder has violated his obligations towards CSS as defined in Art. 5, 6, 7 and 8 in order to deceive.

- 12 Change of the premium rate**  
If the premiums or rules on retention fees change, CSS can adjust the contract. To this end, CSS must inform the policyholder about the new contract terms and conditions no later than 30 days before the insurance year ends. The policyholder then has the right to terminate the contract at the end of the current insurance year. If the policyholder exercises this right, the contract ceases at the end of the insurance year. CSS must receive notice of termination no later than the last day of the insurance year. Failure by the policyholder to terminate the contract is deemed as acceptance of the contract amendment.
- 13 Statute of limitations**  
Claims arising from the insurance contract become time-barred two years after the circumstances arise that constitute grounds for the obligation to pay benefits.
- 14 Assignment of entitlement to benefits**  
The policyholder can assign his entitlements to benefits to a third party only with the written approval of CSS.
- 15 Claims on third parties**  
If CSS has paid benefits from this contract that the policyholder could claim from a third party, the policyholder must assign these claims to CSS in the amount it has paid.
- 16 Applicable law**  
The contractual relationship between CSS and the policyholder is subject to the Federal Insurance Contract Act (VVG) unless the General Insurance Conditions (AVB) provide otherwise. Any special agreements take precedence.
- 17 Place of performance and jurisdiction**
- The obligations arising from the insurance shall be performed in Switzerland and in Swiss currency.
  - In the case of legal disputes with CSS, action can be taken at the policyholder's place of residence in Switzerland or in the city of Lucerne. If the policyholder lives abroad, the city of Lucerne is the sole place of jurisdiction.

## II Persona Liability Insurance

- 18 Object of the insurance**  
CSS grants insurance cover for civil law claims brought against the policyholder on the basis of statutory liability provisions in connection with
- personal injury, i.e. killing, causing bodily injury to, or otherwise impairing the health, of any person;
  - damage to animals, i.e. killing, causing injury to or otherwise impairing the health, and loss of animals;
  - property damage, i.e. destruction, damage or loss of property;
  - financial losses resulting from insured personal injury, property damage or damage to animals (subject to Art. 20 let. r of the General Insurance Conditions).
- 19 Insured persons**
- 1. Single-person household**  
The insurance covers:
- the policyholder;
  - minors staying temporarily in the policyholder's household.
- 2. Multi-person household**  
The insurance covers:
- the policyholder;
  - the policyholder's spouse or registered partner living in the same household;
  - all other persons living with the policyholder in the same household;
  - the policyholder's children (including step-children and foster children) up to the age of 25 who are not gainfully employed and do not live in the same household as the policyholder. Apprenticeships and internships do not count as gainful employment within the meaning of this provision;
  - minors staying temporarily in the policyholder's household.
- 20 Insured risks**  
The insurance covers the policyholder's liability:
- arising from his conduct in everyday life as a **private person and head of the family**;  
Under these contractual provisions, the insurance provides cover of up to CHF 200,000 per event for claims for damage caused by children and members of the policyholder's household who are incapable of judgement and placed under his guardianship, provided and to the extent that a person who is capable of judgement would have a duty to pay damages on the basis of legal provisions.
- Exclusions:**

  - Claims arising from the exercise of a profession or other form of gainful employment (subject to the secondary occupations in accordance with Art.22 let. d).
  - Third party claims for recourse and compensation for payments made to the claimant.
- arising from **entitlements to benefits even if no statutory liability exists**. Statutory liability notwithstanding, if appropriate insurance cover exists CSS will also cover the following claims for up to CHF 2,000 per loss event:
    - Claims arising from personal injury and property damage caused by children temporarily placed under the supervision of a third party on a non-commercial basis, if the injury or damage was sustained by the supervising party.

2. Claims arising from personal injury and property damage caused by pets being looked after temporarily, if the injury or damage was sustained by the person in whose custody they were left on a non-commercial basis.
3. Property damage caused by persons engaged in sports or games.

**Exclusions:**

- Claims if the supervision was provided on a commercial basis.
- Purely financial losses and financial losses due to personal injury or property damage.
- Third party claims for recourse and compensation for payments made to the claimant.

- c) arising in his capacity as an employer, for damage caused by **household or auxiliary staff** to third parties in the exercise of paid or unpaid activities in the insured person's private sphere;

**Exclusion:**

- Self-employed persons and persons working for an external company.

- d) while **engaged in sport** as a pastime or as an amateur sportsman;

**Exclusions:**

- Hunts and hunting events, game management and game keeping.
- Damage caused by the policyholder as a civilian parachutist or pilot of a hang glider, paraglider, delta-wing glider or other sports aircraft.

- e) in his capacity as a **marksman** and owner of weapons and ammunition;

**Exclusion:**

- Hunts and hunting events, game management and game keeping.

- f) arising in his capacity as the owner or user of **boats and ships of all kinds** (e.g. dinghies, rowing boats, pedalos, surfboards and kiteboards along with their accessories, etc.);

**Exclusions:**

- Boats and ships of all kinds for which statutory liability insurance is required.
- Boats and ships of all kinds provided they constitute an "object in custody" in accordance with Art. 21.

- g) arising in his capacity as the owner of a **mobile home or non-registered caravan** at a fixed location. The insurance also extends to the land on which it stands and the part of any private road belonging to it;

- h) arising in his capacity as the owner of a **single-family home**, owner-occupied **apartment** or **multiple-family home** with no more than **three units**. The property must be located in **Switzerland** and must **not be used for commercial operations**;

The insurance also covers the associated land and section of private road, as well as damage caused by tanks and tank-like containers.

Damage caused by materials that are harmful to soil or water:

This refers to damage in connection with installations used for storing or transporting materials harmful to soil or water, including liquid combustibles, fuels, acids, alkalis and other chemicals.

Such installations also include tanks and tank-like containers (basins and tubs, etc.) plus associated installations. The provisions for installations apply equally to mobile containers (such as barrels and canisters).

**Exclusions:**

- Property held on a condominium ownership basis (subject to Art. 20 let. j).
- Damage in connection with installations used for storing or transporting substances that are harmful to soil or water, such as sewage and other waste products.
- Cost of finding leaks, emptying and refilling installations, or the cost of repairing and altering such installations.
- Claims arising from damage to third-party land, buildings and other works because of demolition, earthmoving, remodelling and construction projects whose total cost exceeds CHF 100,000.

- i) arising in his capacity as the owner of **undeveloped land**; As a private owner of undeveloped land, such as allotments, plantations and forests of up to 1,000m<sup>2</sup> in area.

**Exclusion:**

- Claims arising from damage that occurs gradually or through wear and tear.

- j) arising in his capacity as the **owner of a flat held on a condominium basis** (difference in limits cover);

The insurance covers the statutory liability in the capacity as owner of owner-occupied flats held on a condominium basis for that part of the damage which exceeds the sum insured under the buildings liability insurance taken out by the community of condominium owners (difference in limits cover).

- The insurance covers claims for damage whose cause is to be found in the parts of buildings to which the flat owner has separate ownership rights;
- The insurance covers claims for damage whose cause is to be found in the communal parts of the building, premises or installations, but only in proportion to the ownership share of the insured flat owner.

**Exclusion:**

- In the case of claims brought by the community of condominium owners, the portion of the claim exceeding the policyholder's ownership share as indicated in the foundation documents and entered in the land register is excluded.

- k) arising in his capacity as the **tenant of residential buildings and premises**;

Tenant of self-occupied rooms (including hotel rooms), apartments (including holiday apartments) or single-family homes (including single-family holiday homes, mobile homes or non-registered caravans at fixed locations).

The insurance also covers claims arising from damage to non-movable rented property and shared parts of buildings, installations and facilities, as well as from damage to movable property included in the rental of hotel rooms and holiday apartments.

The cost of replacing lost keys is covered; the cost of replacing cylinders is limited to CHF 1,000. If costs exceed this amount, the insurance will cover the excess portion only if the key can be associated with the apartment to which it belongs (e.g. by means of an address tag, a business card in the wallet).

**Exclusions:**

- The insurance does not cover aesthetic damage during the rental term unless further deterioration can be expected (e.g. cracks in a glass ceramic surface or sink).
- Damage from wear and tear caused by gradual effects and damage that had to be expected as highly probable.
- Damage, the risk of which was accepted (e.g. dowel holes).
- Minor maintenance of rental property as defined in the rental agreement.

l) arising in his capacity as the owner and user of domestic **mechanical appliances and apparatus**, such as washing machines, refrigerators, radios and televisions with aerials, etc.;

**Exclusion:**

- Claims for damages to the actual appliance.

m) arising in his capacity as the keeper and owner of **common pets** (e.g. dogs, cats, hamsters, guinea pigs, canaries) including horses, and as the keeper of an insured person's pets temporarily placed in his custody;

**Exclusions:**

- Non-common pets include exotic animals such as snakes, scorpions, tarantulas, poisonous animals, etc.
- Farm animals.
- Animals being kept for professional or commercial purposes.
- Damage to the policyholder's property caused by pets temporarily entrusted to his care.

n) for damage as the **private builder** under contracts for **structural alteration and extension work**;

As a private builder, with total construction costs of up to CHF 100,000 in accordance with a written cost estimate.

**Exclusions:**

- Liability for damage in connection with environmental damage and claims in connection with contamination on the policyholder's own property (e.g. contaminated excavation soil).
- Claims arising from damage affecting the construction project defined in the policy and the associated buildings, including any movables kept therein, as well as the associated land.
- Liability for damage that the insured person would have had to expect as highly probable (e.g. damage to ground and soil, including roads and paths, from walking and driving or from storing debris, materials and equipment). The same applies to damage, the risk of which was taken into account in the interests of choosing a particular work method with a view to lowering costs or speeding up the work.
- Liability for damage in connection with asbestos.

o) as a member of the **Swiss Armed Forces, Swiss Civil Defence, Civilian Service** organisation and **public fire brigade**;

**Exclusions:**

- Service in a professional army and wartime service.
- Civil commotions and riots.
- Service as a member of a professional fire brigade.
- Damage to equipment used in service and equipment assigned to the unit (incl. personal equipment).

p) for damage caused by **model cars, model boats, model ships, model aircraft, aerial drones and quadcopters with a maximum weight of 30kg**;

Benefits payable under another liability insurance or under mandatory insurance take precedence and will be deducted from the sum guaranteed by the present policy (subsidiary cover).

**Exclusions:**

- Commercial use and use in competitions or in show events that require a licence.
- Insofar as the models named constitute "objects in custody" in accordance with Art. 21.
- Violations of the Code of Conduct of the Federal Office of Civil Aviation (FOCA) and the legislation in force with regard to training, permits and similar.

q) for damage as the keeper and user of **bicycles, motorcycles, e-bikes and similar**;

If specific insurance is required to be taken out by law (mandatory number plate), the insurance covers claims for that part of the damage exceeding the sum guaranteed under the prescribed insurance; if the law prescribes no such insurance, the insurance covers claims for the entirety of the damage.

Claims are not insured if the cover required by law has not been taken out or the vehicle driver does not have the driver's licence required by law. This exclusion does not apply to damage caused by children of pre-school age.

r) for damage caused as the **driver of third-party motor vehicles (passenger cars, motorcycles or delivery vans with a total weight of up to 3.5 tonnes)**;

Claims brought against the policyholder in connection with the use of third-party motor vehicles, provided such claims are not covered under motor vehicle liability insurance.

CSS covers the **loss of bonus from the motor vehicle liability insurance** for the third-party motor vehicle used. The loss of bonus is calculated based on the number of insurance years necessary to once again reach the premium level that was valid before the loss event. This does not take into account the fact that other loss events, or a change in the premium or the bonus system, could take place during this period. Entitlement to loss of bonus compensation does not apply if CSS refunds the amount of the liability claim to the vehicle keeper's insurer.

**Exclusions:**

- No loss of bonus compensation will be paid if the vehicle that was used is owned by a commercial vehicle hire company or a company in the motor vehicle trade.
- In the case of commercial vehicle hire.
- In the case of test drives for a commercial or private purpose.
- Liability for damage to a vehicle being used, towed, or pushed and to any trailers that it pulls.
- Liability for damage if the vehicle is used for journeys not permitted by law, the authorities or the registered keeper, or if a vehicle is driven by persons who do not hold the legally required driver's licence for such a vehicle.
- Liability for damage occurring while participating in races, rallies, and similar competitions, including training runs.
- Claims for recourse and compensation arising from insurance purchased for the vehicle, as well as deductions on account of gross negligence (subject to Art. 22 let. c).
- Loss of bonus and retention fee from the comprehensive collision insurance for the damaged third-party vehicle (insurance cover under supplementary insurance in accordance with Art. 22 let. a).
- Liability for damage to property transported in the vehicle, excluding items such as luggage etc. carried by the claimant.
- Liability arising from journeys the policyholder undertakes for payment or in a professional capacity.
- If no third party liability insurance is in place for the vehicle used, no cover is provided under this policy.
- Damage from wear and tear, non-accidental operational damage from misfuelling, failure to meet maintenance requirements, breakages as the result of vibrations and damage due to lack of oil and freezing or lack of coolant.

**21 Objects in custody**

The insurance also covers liability arising from damage to objects in custody and from active contributory damage, i.e. for damage:

- to property a policyholder has taken into custody for use, processing, safekeeping or transport or which he has been rented, subject to Art. 20 let; k of the General Insurance Conditions (**damage to property in care, custody or control**);
- to property as a result of the policyholder performing or failing to perform an activity (**active contributory loss or damage**).

**Exclusions:**

- Damage to ships, boats, surfboards and kiteboards along with their accessories, motor vehicles, trailers and mobile homes, and aircraft of all kinds used or held in custody by the policyholder, or to any of the above that the policyholder uses as a member of a club/association or acquires from a commercial provider.
- Claims arising from the destruction, damage to or loss of precious items and valuables (jewellery, furs, works of art, etc.), collectors' items, cash, securities, documents, plans and technical drawings.

- Third party claims for recourse and compensation for payments made to the claimant.
- Claims arising from damage to material belonging to the armed forces, the fire brigade and the Civil Defence and Civilian Service organisation (equipment assigned to the unit).
- Damage to property that the policyholder is paid to perform works on or with or that he takes into his possession as part of a secondary occupation (subject to Art. 22 let d)).
- Damage in connection with business and vehicle keys held in custody.
- Rented or leased items, provided they have been acquired under a hire-purchase contract or following a reservation of ownership.
- Damage to the employer's property.

**22 Supplementary insurance****a) Drivers of third-party motor vehicles (private cars, motor-cycles and delivery vans with a maximum total weight of 3.5 tonnes)**

In partial deviation from Art. 21 (exclusions), the insurance also covers the liability arising from damage to third-party motor vehicles while in use. If the damaged vehicle is covered under comprehensive collision insurance, only the **retention fee** for the **comprehensive collision insurance** and the **loss of bonus** is compensated (Art. 20 let. r defines how the loss of bonus is calculated).

Insurance cover is provided only:

- if the registered keeper of the vehicle does not live in the same household as the policyholder and is not an employer or a professional hirer or a company in the motor vehicle trade;
- for **occasional and irregular use**, i.e. the third-party vehicle is used for **a maximum of 24 days** per calendar year (whether a day at a time or on consecutive days), and if the policyholder is not its registered keeper;
- if the vehicle is **registered in Switzerland**;
- if the loss event occurs in **Switzerland or a neighbouring country** (Principality of Liechtenstein, France, Germany, Italy or Austria);
- for maximum damage to the third-party vehicle used of CHF 50,000 per loss event.

**Exclusions:**

- Damage in connection with journeys that are not permitted by the law, the authorities or the registered keeper.
- Damage occurring while participating in races, rallies, and similar competitions, including training runs.
- Damage in connection with journeys that the policyholder makes for payment.
- Claims for recourse and compensation arising from insurance purchased for the vehicle, as well as deductions on account of gross negligence (subject to Art. 22 let. c).
- Damage from wear and tear, non-accidental operational damage from misfuelling, failure to meet maintenance requirements, breakages as the result of vibrations and damage due to lack of oil and freezing or lack of coolant.
- The depreciated value (commercial or technical), cost of a replacement vehicle as well as loss of use.
- The retention fee and loss of bonus from the liability insurance for the vehicle driven.

- Damage to vehicles caused by users who are under the influence of alcohol (blood-alcohol content above the legal limit), narcotics or other drugs.

**b) Hirers and borrowers of horses**

The insurance covers statutory liability for accident-related damage to horses that are borrowed, hired, kept temporarily or ridden on behalf of a third party, as well as to the horse's saddle and bridle and other gear. CSS grants compensation up to the maximum amount indicated in the policy for the following events:

- the death, permanent reduction in value, or temporary loss of use of a horse;
- the cost of necessary veterinary treatment.

CSS pays a maximum of CHF 1,000 per loss event for saddles, bridles, harnesses or other riding gear, including the carriage, that are destroyed, damaged or lost.

If a horse dies or has to be put down on veterinary advice, CSS must be notified in good time so that an autopsy or examination can be arranged. If the policyholder fails to do so, CSS is released from its obligation to pay benefits under this contract. If a horse cannot be used temporarily, CSS pays the daily benefits shown in the policy.

The total benefits are limited to the sum insured shown in the policy for this supplementary insurance.

**Exclusions:**

- Claims arising from damage that occurs while participating in equestrian competitions, including show jumping, except for participation in courses and exams at riding schools or while on a horse agility course, as well as claims for damage which the policyholder must compensate on the basis of contractual arrangements that go beyond the statutory liability (shoeing horses in stables, conditions for subscriptions, etc.).
- Claims for damage arising through the professional use of horses (subject to Art. 22 let. d).

**c) Waiver of benefit reductions in the event of gross negligence**

CSS waives its right to reduce the insurance benefits in the event of gross negligence in accordance with Article 14 paras. 2 and 3 of the Federal Insurance Contract Act (VVG).

**Exclusions:**

- Damage caused by the policyholder while under the influence of alcohol or drugs or because of the abuse of prescription medication.
- Damage caused by driving the vehicle while unfit, for example if the driver refuses to give a blood sample, take a breathalyser test or submit to any other examination ordered by law or eludes such measures.
- Direct or indirect intent to cause a loss event.
- Third party claims for recourse and compensation for payments made to the claimant.
- If the insured event is caused by driving a vehicle far in excess of the permitted maximum speed limit, Art. 90 para.4 of the Swiss Road Traffic Act (SVG) will apply in every case.

**d) Secondary occupations**

The insurance covers liability arising from the exercise of a secondary occupation in a self-employed capacity,

provided that the annual gross income does not exceed CHF 18,000. In the event of a claim, the policyholder must be able to provide documentary evidence of the gross income (annual turnover) from a secondary occupation exercised in a self-employed capacity (e.g. salary statement, tax return).

Damage to business premises used in the secondary occupation is also covered by the insurance in accordance with Art. 20 let. k).

The following activities in particular are not insured:

- IT services;
- Business consultancy;
- Advertising;
- Financial services;
- Architecture;
- Art dealing;
- Legal representation (lawyer, notary etc.);
- Tax advice;
- Providing medical services.

**Exclusions:**

- Claims for damage to movable property that the policyholder has taken into custody for use or safekeeping or which he has rented (damage to property in care, custody or control).
- Claims for damage to property as the result of performing or failing to perform an activity (active contributory loss or damage) to or with them (for example, processing, repair, loading or unloading of a vehicle, transportation).
- In amendment of Art. 24 (territorial and temporal scope) for damage arising from a secondary occupation exercised outside Switzerland.
- Claims in connection with a secondary occupation in a self-employed capacity involving any of the dangerous sports featured on the SUVA list.
- The liability arising from the main professional risks of a business, profession and office, insofar as these are not exercised or held in a secondary capacity.
- Damage whose occurrence the insured person would have had to expect as highly probable. The same applies to damage, the risk of which was taken into account in the interests of choosing a particular work method with a view to lowering costs or speeding up the work.
- Damage in connection with an activity requiring authorisation in which the policyholder engages without the requisite authorisation.
- Third party claims for recourse and compensation for payments made to the claimant.
- Damage from the effects of laser or ionising radiation or nuclear energy.
- Damage arising from the handing over of patents, licences, research results and formulas to third parties.
- Claims against an insured person as the driver or passenger of third-party motor vehicles, ships and aircraft.
- Claims for loss prevention costs.
- Claims arising from the performance of contracts or any claims which replace them for compensation due to non-performance or incorrect performance (entrepreneurial risk).
- Claims for damage and defects sustained by items supplied or work performed by the insured person.

- Claims for expenses in connection with identifying and remedying such damage and defects.
- Claims for loss of income and financial losses as the result of such damage and defects.
- If extra-contractual claims are brought on the basis of the same facts, the insurance cover likewise ceases.
- Purely financial losses that cannot be attributed to either the insured personal injury or property damage.

## 23 General exclusions

The insurance does not cover claims

- a) arising from damage affecting the policyholder or another person living in the same household, or for damage to property belonging to them (notwithstanding property belonging to the policyholder's employees and auxiliary staff in accordance with Art. 20 let. c);
- b) arising from damage in connection with the exercise of a profession, any other form of gainful employment or engaging in an industrial, commercial, trade or farming enterprise (notwithstanding property belonging to the policyholder's employees and auxiliary staff in accordance with Art. 20 let. c) and the policyholder's secondary occupations in accordance with Art. 22 let. d);
- c) arising from damage for which the policyholder is liable as the driver of motor vehicles and their trailers or vehicles being pushed or towed, as well as the liability of persons for whom the registered keeper is responsible under the Swiss Road Traffic Act.  
These remain subject to the provisions set out in Art. 20 let. r) and Art. 22 let. a);
- d) arising from damage caused as the registered keeper and from the use of aircraft of all types, as well as the liability from keeping and using boats and ships for which Swiss law requires the registered keeper to take out liability insurance, or that are registered abroad (subject to the provisions set out in Art. 20 let. p);
- e) based on special agreements that go beyond the statutory liability or because of non-fulfilment of a statutory or contractual insurance obligation;
- f) from damage, the risk of which was accepted and damage that would have had to be expected as highly probable;
- g) from damage to property through the gradual effects of weather, temperature, smoke, dust, soot, gases, vapours or vibrations other than where the gradual effect is caused by a sudden, unforeseen event;
- h) from damage that is caused intentionally or through premeditated participation in a crime or offence, as well as for damage to property an insured person has temporarily or permanently taken into his possession without the right to do so;
- i) as a result of the transmission of contagious diseases of people, animals and plants;
- j) from damage involving the loss or malfunction of data and programmes (software);
- k) damage arising in connection with activities engaged in as part of a club or association or on behalf of club members;
- l) damage to individual items, costs and revenues for which special insurance exists. This clause will not apply if the insurance referred to here also contains a clause to this effect.

## 24 Territorial and temporal scope

Unless otherwise provided in these General Insurance Conditions (AVB), the insurance is valid worldwide, specifically for damage that occurs within the contract term.

Insurance cover ceases at the end of the insurance year in which the insured person moves abroad or immediately, at the policyholder's request.

## 25 Benefits paid by CSS

- a) Within the scope of the insurance cover for which it is liable, CSS pays the amount in compensation that the policyholder is bound to pay to the claimant on the basis of statutory liability provisions, and it assumes the defence of any unjustified claims (passive legal protection).
- b) The **current value** is paid (amount for the new acquisition or restoration of an equivalent item, less any depreciation in value due to wear and tear, age, or other reasons).
- c) The benefits paid by CSS (including interest on claims, lawyers' fees and court costs, the opposing party's legal expenses and insured loss prevention costs) are limited to the sums guaranteed per insured event as shown in the policy.
- d) In the case of culpable violations of statutory or contractual regulations and obligations, the compensation can be reduced in proportion to the effect that the violation had on the occurrence or scope of the damage, unless the policyholder proves that his conduct did not influence the occurrence or scope of the damage or supplementary insurance is in place for a "Waiver of benefit reductions in the event of gross negligence" in accordance with Art. 22 let c).
- e) All claims arising from the same original cause will be deemed to constitute a single loss event, irrespective of the number of claimants.

## 26 Retention fee

- a) The policyholder must pay a retention fee of CHF 200 per loss event unless another agreement applies.
- b) The retention fee applies only once per case for tenant damage when relocating (damage to be compensated to the landlord when handing over the apartment).
- c) The retention fee in the case of damage caused as the driver of third-party motor vehicles is 10% per loss event, or a minimum of CHF 500. If the benefit consists of covering any retention fee or the additional premium (loss of bonus) for comprehensive collision damage, these will be aggregated.
- d) In the case of damage caused as a hirer and borrower of horses, the retention fee is 10% per loss event, or a minimum of CHF 500.

## 27 Obligations in the event of a claim

The policyholder must inform CSS in writing immediately if a loss event occurs whose likely consequences might affect the insurance or if a liability claim is brought against him. If the event leads to the death of a person, CSS must be notified within 24 hours. CSS must also be informed immediately if a loss event leads to a police investigation or criminal proceedings against the policyholder or if the claimant files a lawsuit. CSS reserves the right to appoint a defence counsel on behalf of the policyholder; the policyholder must also grant power of attorney to the defence counsel.

## 28 Claims settlement and litigation

- a) CSS will only handle a claim if the sum involved exceeds the stipulated retention fee.
- b) CSS conducts the negotiations with the claimant. CSS acts as the policyholder's representative and the decision it reaches on the claimant's entitlements is binding on the policyholder. CSS has the right to pay compensatory damages to the claimant directly without



deducting any retention fee, in which case the policyholder must repay the retention fee to CSS, waiving all objections. The policyholder is not permitted to negotiate with the claimant or his representatives directly about any compensatory payments, to acknowledge any claims, or to reach a settlement and pay compensation without the approval of CSS. In addition, the policyholder must, of his own accord, provide CSS with all further information about the case and steps taken by the claimant, disclose all evidence and documents on the matter (including all court documents such as summonses, legal briefs, decisions, etc.) on time, and assist CSS to the best of his ability in the handling of the claim (abiding by a contract).

- c) If no agreement can be reached with the claimant and the parties go to court, the policyholder must allow CSS to manage the civil proceedings. CSS bears the cost of the proceedings as defined in Art. 25. Any compensation of litigation fees awarded to the policyholder must be passed on to CSS, unless it is specified as compensation for personal expenses.

## **29 Payment of the indemnity**

The indemnity is due 30 days after CSS has received all the documents it needs in order to establish the scope of the damage and its liability.

CSS's obligation to pay is deferred for as long as the indemnity cannot be calculated or paid due to culpable behaviour by the policyholder or eligible claimant.

In particular, the indemnity is deferred as long as

- it is unclear to whom the insurance benefits are lawfully to be paid;
- the police or investigating authorities are conducting inquiries in connection with the event or criminal proceedings against the policyholder are still under way.

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.







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**CSS**

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Insurance