Edition 09/2022

ZURICH

Household Insurance

Customer information and
General Conditions of Insurance (GCI)



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your questions.

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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, movable structures and buildings insurances essentially protect against the following risks:

- Fire,
- Natural hazards,
- Earthquakes and volcanic eruptions (only for household contents and buildings insurance),
- Theft,
- Water,
- Under certain conditions, household contents can be insured under All Risk, whereby irrespective of the cause, loss, damage, and destruction are insured against, provided that there are no corresponding exclusions of cover.

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 and super theft,
- Glass breakage,
- Accidental damage insurance against special damage,
- Property insurance for motorcycles and electric motorcycles for which liability insurance is legally required.

All available supplementary insurances can be found in the General Conditions of Insurance (GCI).

The personal liability insurance and the building liability insurance protect 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),
- Hunter liability insurance.

All available supplementary insurances can be found in the General Conditions of Insurance (GCI).

The pet insurance insures dogs and cats against accidents.

Zurich covers the necessary treatment costs.

The following insurance policies are available under Services:

- Cyber – Safe Shop & Pay: provides, among other things, protection for online shopping and unauthorized access to accounts,
- Cyber – Safe Surf: provides protection against viruses and hacker attacks,
- Rental and shared vehicles: excess coverage and assumption of contractually owed repair costs,

- Home Assistance: various services related to the home, such as pest control and assumption of locksmith costs.

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

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 (e.g., taxes or payment in installments). The premium must be paid at the beginning of the insurance period, unless the contractual documents stipulate another term or the premium invoice specifies a later due date.

The sums insured for household contents and buildings are 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 commences on the date stated in the proposal/offer or in the policy itself. According to the proposal which is issued by Zurich and submitted by the policyholder, temporary insurance coverage applies from the start date per the proposal until the date on which the policy is delivered or the date the proposal is rejected, subject to a maximum period of 30 days.

The contract is generally terminated by way of ordinary termination. This form of termination is possible until no later than 3 months before the expiration of the contract or, if so agreed or legally stipulated, the insurance year. If the contract is not terminated, it shall be automatically extended for an additional year. Limited-period contracts without a renewal clause end automatically on the day specified in the application/offer or policy.

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, Data-protection, 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.

Does the broker receive remuneration?

In the event that a third party, such as an independent broker, represents the interests of the policyholder in relation to the conclusion of or advice about this insurance contract, Zurich may remunerate this third party in consideration of their activities on the basis of an agreement. The policyholder may request any specific information in this regard from the third party, if so desired.

General Conditions of Insurance (GCI) Edition 09/2022

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). For policyholders with place of residence in the Principality of Liechtenstein, the mandatory provisions of Liechtenstein law take precedence if there are any deviations from these conditions, especially those of the Liechtenstein Federal Law on Insurance Contracts (VersVG).

Art. 2
Temporal scope

2.1 Beginning and duration of the insurance

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

The contract automatically renews for another one-year period unless terminated in writing by the elapse/end of the third insurance year (contract year) or subsequent year thereafter with three months' notice, or via other text form serving as documentation. Termination notice shall be deemed timely if the other party to the contract receives the notice on or before the last day before the start of the three-month deadline period.

Where an insurance period of less than one year has been agreed, the contract ends on the date specified in the policy.

An insurance year lasts for twelve months from the 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 or the Principality of Liechtenstein, the insurance coverage expires no later than the date of deregistration with the competent authority. The buildings insurance policies remain in place without any changes.

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 Installment payment

A surcharge is payable for payment in installments. Zurich is authorized to adjust this fee on the premium due date. In this case the policyholder has the right to change the payment method. Notification from the policyholder must reach Zurich by no later than the premium due date.

3.3 Balances

The parties waive their right to call in balances of less than CHF 5 from premium invoices.

3.4 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:

- Change in installment payment surcharge,
- Contract amendments due to increase of risk resulting from changes in the information stated in the insurance contract (e. g. per Art. 3.1),
- Automatic adjustment of the sum insured due to a new index of contents or, for buildings insurance, due to the housing cost index,
- Introduction of or change in statutory charges or fees (e. g. fed. stamp duty),
- Contract amendments due to legal or regulatory requirements.

3.5 Consequences of default

If policyholder is unable to meet their payment obligations, a payment request shall be issued and the policyholder shall be liable for the dunning costs and interest in arrears. Zurich may offset outstanding premiums against the indemnity.

3.6 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. However, the premium shall remain owed for the whole insurance year:

- if the contract is cancelled in the event of total loss,
- if the policyholder terminates the contract after a partial loss in the first insurance year.

Art. 4
No-claims Bonus

If agreed, Zurich shall grant a no-claims bonus on the premiums (with the exception of the natural hazards premium) upon expiration of three full years of insurance, if no benefits were claimed from the insurance contract in this period. The bonus shall be introduced as a repayment of 15% of the total premiums paid during this period.

If benefits are claimed in the event of a loss, the new period begins with the insurance year following the date when the occurrence of loss is reported.

Art. 5
Regulation of the Deductible

5.1 Application of the deductible

The deductible will be subtracted from the indemnity.

5.2 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.

5.3 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 following deductibles shall not be waived:

- deductibles for damages caused by natural hazards,
- deductibles for damages caused by earthquakes and volcanic eruptions,
- deductibles for damages included in the “Extended Cover” supplementary insurance.

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. 6
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. 7
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. 8
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. 9
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. 10
Notification to Zurich

All notifications shall be sent to:

- Zurich's Head Office in Zurich, or
- The representative office named on the last premium invoice.

The toll-free number 0800 80 80 80, or the international number +41 44 628 98 98, are available for telephone notifications.

Art. 11
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 or Liechtenstein – but no other foreign – residence or head office of the policyholder or beneficiary.

Art. 12
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, Buildings, Movable Structures, associated Supplementary Insurance and Services

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.

Building
The sum insured for buildings shall be adjusted based on the building cost index every year, which may result in a premium change:

- in cantons with cantonal buildings insurance, the building cost index used in the respective canton shall apply,
- in the canton of Geneva, the "Indice genevois des prix de la construction de logements" shall apply,
- in the remaining cantons and in the Principality of Liechtenstein, the Zurich Total Building Cost Index shall apply.

Special risk contents, movable structures and special risk building
Automatic adjustment of the sum insured does not apply to special risk contents, special risk building and movable structures.

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:

a) all movable items for private use which are owned by the insured persons,

b) 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,

c) professional tools owned by the insured persons and used by the insured persons in the capacity of an employee,

d) 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 jewelery) 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
a) 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 backflow 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.

Movable Structures Insurance (mobile homes, caravans, apiaries and allotment chalets)

Art. 201
Temporal and Geographic Scope

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

201.1.1 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.

201.2 Geographical scope of coverage
Insurance coverage applies at the locations stated in the policy.

Art. 202
Insured Property

The insurance covers

- the permanently stationed mobile home or unlicensed caravan stipulated in the policy, along with all their respective accessories,
- the contents of the mobile home or caravan, provided that they are household contents,
- the apiary defined in the policy, along with all the respective accessories, as well as the contents of the apiary, if this is household contents. The contents shall also include bee colonies,
- the allotment chalet defined in the policy, along with all the respective accessories as well, as the contents of the allotment chalet, if this is household contents.

Art. 203
Uninsured Property

The insurance does not cover:

- motor vehicles (excluding motorcycles for which liability insurance is not legally required) as well as trailers, 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 and also other motorized nautical vessels, along with all their respective 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,
- property that must be insured with the building in accordance with the applicable standards that outline the delimitation between buildings and movable property. The relevant norms are listed in Art. 302,
- individual items for which special insurance exists,
- cash assets, i. e. money, securities, savings books, precious metals (in the form of reserves, bullion, or merchandise), non-personalized subscriptions, tickets and non-personalized coupons, coins and medals, loose precious stones and pearls kept in apiaries or allotment chalets,
- cryptocurrencies,
- jewelry and valuables kept in apiaries or allotment chalets.

Art. 204
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.

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

- Falling meteorites or other space objects.

These exclusions do not apply to natural hazards insurance.

Insured Events

Art. 205
Fire

The insurance covers losses caused by:

- 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.

Art. 206
Natural Hazards

The insurance covers losses 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.

Limitations of the scope of insurance

a) 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 stemming from 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,
   - damage due to vibrations/shock waves caused by the collapse of artificial cavities,
   - vibration/shock resulting from tectonic activities in the earth's crust (earthquakes) and volcanic eruptions.

b) The following are excluded from the natural hazards insurance:
   - storm and water damage to ships and boats on the water.

Art. 207
Theft

The insurance covers losses which have been conclusively established by evidence, witnesses or circumstances and which were caused by theft.

Accessories and contents are covered only if they are stolen together with the movable structure or if they are stolen by breaking into the movable structure.

The insurance also covers malicious, i. e. intentional, internal damage, even without theft, if the perpetrator gained unauthorized access to the movable structure.

Art. 208
Water

The insurance covers damage caused by liquids and gases from pipelines, which exclusively service the movable structure and attached equipment and devices. The loss of insured property as a consequence of such events is insured.

Limitation of the scope of insurance

Excluded from the insurance is damage, insured in the events of fire and natural hazards.

Art. 209
Benefits

Sums insured and benefit limitations

Mobile homes and caravans are each covered for a cash value up to the agreed sum insured, together with all accessories.

The contents of mobile homes and caravans are insured for the new replacement value up to the sum insured specified in the policy. Coverage of jewelry, furs and cash assets, i. e. money, bearer securities, savings books, precious metals (in the form of bullion, merchandise or other reserves), non-personalized subscriptions, tickets, non-personalized coupons, coins and medals, loose precious stones and pearls which are the private property of the insured persons rather, and are not business assets, which are kept in mobile homes or caravans is respectively limited to CHF 5'000.

Apiaries and allotment chalets, along with all their respective accessories and contents, are insured at the new replacement value up to the sum insured stipulated in the policy.

Calculating the indemnity Mobile homes and caravans

In the event of partial losses, the actual costs of the repair work shall be indemnified, but not for more than the cash value (total loss).

The costs of repair will only be indemnified if the damage is fully repaired and an invoice is submitted. If no repairs are carried out, the benefit shall be limited to the loss in value.

The cash value is the amount that would have to be paid on the date of the loss or damage in order to purchase a similar mobile home or caravan of equivalent value on the open market. If no agreement can be reached regarding the cash value, the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall apply.

In the event of a total loss, the benefit shall always be reduced by the value of the unrepaired vehicle or accessories. If this amount is not deducted from the indemnity, the remainder shall become the property of Zurich when payment is made.

Household contents in movable structures, apiaries and allotment chalets

For household contents, apiaries and allotment chalets, the indemnity shall be calculated on the basis of the amount needed to purchase new items at the time of the event of a loss (= replacement value), less the value of the remains. Personal sentimental value is not considered. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

Damages through scorching and damage to insured property inadvertently exposed to heat or warmth are covered up to a maximum of CHF 5'000.

Art. 210
Insured Costs

If no higher sum insured has been agreed, debris removal and disposal costs as well as costs for any necessary decontamination of insured property, including soil and extinguishing water, which arise in connection with an insured event, shall be covered up to a maximum of CHF 5'000.

Art. 211
Deductible

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

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

Buildings Insurance

Art. 301
Temporal and Geographic Scope

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

301.1.1 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.

301.2 Geographic scope of coverage
The insurance covers the building(s) stated in the policy.

Art. 302
Insured Buildings

The insurance shall cover the residential buildings specified in the policy insofar as they do not contain any business premises. If a building is partially or fully converted to business premises after the conclusion of the contract, the cover will only continue until the end of the current insurance year.

For the delimitation between buildings and movables (movable property) the following are decisive:

- in cantons with cantonal buildings insurance, the respective cantonal conditions,
- in the remaining cantons, the "Standards for Buildings Insurance" of the Swiss Insurance Association,
- in the Principality of Liechtenstein, the FMA regulation on obligatory buildings insurance.

Art. 303
Uninsured Property

Property, is not insured against those events for which there is an obligation to insure with the cantonal insurance institution.

Art. 304
Special Risk of Buildings

If expressly agreed, the insurance coverage also extends to outdoor fixtures, fittings and installation, which are not part of the buildings insurance, which are not included in the cantonal buildings insurance and are located on the associated property.

Art. 305
Generally Uninsured Events

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

- warlike events, violations of neutrality, revolutions, rebellions, insurrections and countermeasures taken against such,
- internal unrest (violence against people or property during riotous assembly, riot or tumults) and countermeasures taken against such (this exclusion does not apply if the supplementary insurance "Extended coverage for buildings" is stated on the policy),
- nuclear fission, nuclear fusion, radioactive material, radioactive contamination, nuclear explosive devices, nuclear weapons or countermeasures pertaining to such,
- 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 on the policy).

Also excluded from coverage are losses directly connected with the following:

- falling meteorites or other space objects.

These exclusions do not apply to statutory natural hazards insurance.

Insured Events

Art. 306
Fire

306.1 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,
- damage due to scorching on buildings up to a maximum of CHF 5'000,
- loss of building parts as a result of the insured events mentioned above.

306.2 Limitation of the scope of insurance
The insurance does not cover damage to live electrical machines, equipment and cables caused by the effect of the electrical energy itself, by overvoltage or by heating as a result of overloading, as well as damage to electrical safety devices such as fuses occurring as a result of their fulfilling their normal purpose.

Art. 307
Natural Hazards

307.1 Scope of insurance
The insurance covers losses 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.

307.2 Limitation of the scope of insurance
a) 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 use damage which is 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:
   - Damages caused by the weight of snow which only affect tiles or other roofing materials, chimneys or exhaust pipes.

Art. 308
Earthquakes and Volcanic Eruptions

308.1 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. 305, losses from looting following an earthquake or volcanic eruption are insured.

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.

308.2 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.

308.3 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.

308.4 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. 309
Water

309.1 Scope of insurance
The insurance covers damage caused by:
- liquids and gases from pipes and installations serving the insured building, from connected equipment and apparatus, or from other water-conducting devices and equipment, such as aquariums, ornamental fountains, air humidifiers and water beds,
- rainwater or water from melting snow or ice which has penetrated into a building through external drainpipes, gutters, the roof itself or leaking windows and doors,
- damage to the interior of the building as a result of the backflow of water from the sewerage system or as a result of groundwater and subsurface water flowing underground,
- damage to the building from water that has escaped from swimming pools, whirlpools and ponds set up outdoors (which belong to the property on which the building is located).

309.2 Limitation of the scope of insurance
The insurance does not cover damage
- as a result of planning and calculation errors or the incorrect construction, respectively faulty construction of the building, if a party involved in the building (contractor, architect, engineer, etc.) is responsible for the damage in accordance with statutory or contractual provisions. This limitation applies for five years from the completion of the building activity,

- 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 on the building,
- to the house façade (external walls, including insulation), on the roof and terrace (the load-bearing structure, the roof and terrace covering and the insulation) due to rain, snow and melt water,
- in the course of poor building maintenance,
- insured in the events of fire and natural hazards,
- arising during the filling, repair or inspection of heating and tank installations, as well as of heat exchangers, heat-pump circulation systems or other heat recovery systems,
- in connection with dry rot and fungal infestation of all types, provided that the infestation is not adequately causally related to covered water damage.

Likewise uninsured, are the costs for thawing and repairing gutters, external drainpipes as well as the costs for clearing snow and ice.

309.3 Duties of care

For insurance against water damage, the policyholder is required, in particular, to maintain liquid-carrying pipes and the equipment and appliances connected thereto, to have blocked pipe installations cleaned at their own expense, and to take appropriate measures to prevent freezing. As long as the building is unoccupied, even if only temporarily, pipes and the equipment and appliances connected thereto must be drained, unless the heating installations are kept in operation under suitable control.

Art. 310
Accidental Damage to the Building

If the insurance coverage listed in the policy for the insured building includes coverage for fire, natural hazards or water, accidental damage to the building for this location is also insured.

310.1 Scope of insurance

Accidental damage to the building applies to new builds, conversion, expansion and renovation of buildings, installations and land, each at the insured location, up to a total construction cost of CHF 200’000 (calculated in accordance with SIA methods).

The insurance covers damage in connection with the construction project to the insured building or to the construction work (damage or destruction) due to unforeseen events that occur during the insurance period, such as, for example, resulting from:

- planning and calculation errors, faulty construction, materials or workmanship,
- operating errors, negligence,
- deliberately destructive actions by third parties,
- failure of safety devices.

The insurance only covers damage during the construction phase, up to acceptance of the building work in accordance with SIA norms.

If, in the course of alterations, the structure of the building which is to be altered is affected, an engineer with a recognized qualification must be consulted.

The sum insured for accidental damage to the building amounts to CHF 200’000.

310.2 Limitation of the Scope of Insurance

The insurance does not cover:

- damage, insured in the events of fire, natural hazards, water or glass breakage, as well as damage caused by theft,
- provided building materials up to the time they are incorporated in the building,
- expenses incurred for remedying cosmetic defects, even if these resulted from an indemnifiable event.

Art. 311
Benefits

Sums insured and benefit limitations

The building is insured at its new replacement value up to the sum insured stipulated in the policy or the sum insured that results from the automatic adjustment of the sum insured.

A subsequent rise in prices shall also be insured with respect to any increase in construction costs as per the Zurich Construction Costs Index between the occurrence of the loss and the completion of rebuilding. It is taken into account for a period of two years from the occurrence of the loss and is limited to a maximum of 10% of the building sum insured.

Replacement value and loss calculation

The damage for insured buildings shall be calculated on the basis of the locally usual building costs (new replacement value) for a building of the same kind at the time of the event of a loss (= replacement value), less the value of the remains; restrictions on rebuilding imposed by the authorities shall have no effect on this. Personal sentimental value is not considered.

In the event of partial loss, the claim will be calculated on the basis of the repair costs, however, this shall not exceed the replacement value. Costs for site management are covered, if this has been arranged or approved by Zurich.

If the building is not rebuilt within two years at the same location, to the same extent and for the same purpose, the replacement value may not exceed the market value. If reconstruction is not possible within this period or at the same location, Zurich shall examine a divergent arrangement upon the well-founded application of the policy holder.

This shall also apply if the rebuilding is not carried out by the legal successor of the insured under family or inheritance law, or a person who at the time of the event of a loss had a legal title to acquire the building. For condemned buildings, the replacement value is the demolition value.

Art. 312
Insured Costs

312.1 Cost for locating, exposing and repairing

If the insurance coverage listed in the policy includes water coverage, the following costs are insured:

- the cost of locating, exposing and repairing a leak and bricking up or covering the repaired area of gas and liquid-carrying pipes inside and outside the insured building or insured facility. The prerequisite is that the affected pipe serves the insured building or facility and the owner of this insured property is liable for its maintenance. If multiple persons are liable to pay maintenance, the costs will be shared proportionally. Also insured are geothermal probes, underground geothermal storage tanks, geothermal registers and similar installations.

  Also insured are the costs for installing and removing necessary, temporary water and drainage connections,
- the costs for the repair of frost-damaged water pipe installations including water meters and appliances connected thereto inside the building and pipes outside in the ground, provided they only serve the insured building and or the insured facility, or the costs of thawing out such pipes, installations and appliances that have become frozen.

Not insured are:

- the costs for locating, exposing, bricking up, covering and maintaining pipes if such measures are officially ordered or recommended or occur for the purpose of maintenance or refurbishment,
- the costs for exposing and bricking up or covering/roofing repaired boreholes, underground thermal storage tanks, geothermal collectors and similar installations due to a general decline in performance.

The indemnity for search, exposure and repair costs amounts to a maximum of CHF 20’000 per event, unless a higher sum insured has been agreed.

312.2 Additional costs

For the costs arising from an insured occurrence of loss as a result of fire, natural hazards, earthquakes and volcanic eruptions (even where these perils are covered by the cantonal buildings insurance company), or water at the insured location, the maximum cover shall amount to 10% of the building sum insured (unless a higher sum insured was agreed upon in this section) and includes:

a) Loss of rent

This shall be determined on the basis of the costs arising from the loss of income derived from letting or subletting. Any costs saved will be deducted.

b) Living costs

These shall be determined on the basis of the costs arising from the inability to use damaged rooms and/or overheads such as mortgage interest in the event that the damaged building cannot be used.

c) Debris removal and disposal costs

These shall be determined on the basis of the actual costs of removing the insured building debris from the scene of the damage and transporting it to the nearest suitable waste disposal site, including the costs of storage and destruction. The costs for any necessary decontamination of insured objects, including contaminated soil and water for fire-fighting are also covered.

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

These shall be determined on the basis of the actual costs.

e) Costs of moving and protecting

Indemnity shall be paid for costs that are incurred when other – undamaged, undestroyed, uninsured and insured – property has to be moved, modified or protected for the purpose of recovering or replacing insured property following an insured event.

If these costs are covered by the cantonal buildings insurance, Zurich shall not pay any benefit.

312.3 Additional events and costs

a) Costs of changing locks

Costs for the necessary change or replacement of keys, locks and electronic locking systems in the insured building as a result of a burglary or robbery, however, excluding simple theft or loss, up to a maximum of CHF 10’000 per occurrence.

Burglary includes damage caused by perpetrators, who force entry into a building or a room in it or break open a receptacle contained therein. Theft facilitated through the unlocking of doors 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. These facts must be conclusively proven by means of forensic evidence, witnesses or on the basis of the circumstances.

Robbery, is theft by using or threatening to use violence against insured persons, as well as theft committed when resistance is impossible because of death, unconsciousness or accident.

b) Malicious damage

The costs for removing wantonly and maliciously caused graffiti from façades and for repairing other maliciously caused damage to the building. Indemnity for this purpose shall not exceed CHF 2’000 per occurrence.

This does not include damage as a result of a break-in or an attempted break-in.

c) Vending machines

Costs for the repair or replacement of a vending machine due to a burglary or demonstrated attempted burglary. The compensation shall be calculated according to the replacement value (repurchase amount) of the vending machine at the time of the event of a loss. Money shall be insured up to an amount of CHF 500 per vending machine.

d) Other costs

For other costs which have demonstrably arisen from an insured occurrence of loss at the location as a result of fire, natural hazards or water damage, the cover shall additionally amount to a maximum of CHF 500. The insurance shall not cover the costs of removing the cause of the loss.

Art. 313 Deductible

For damage caused by natural hazards, the deductible amounts to 10% of the indemnity, but a minimum of CHF 1'000 and not more than CHF 10'000 per event.

For damage due to earthquakes and volcanic eruptions, the deductible amounts to 10% of the loss amount, but a minimum of CHF 20'000 per event.

The deductible for damage due to earthquakes and volcanic eruptions amounts to 10% of the loss amount, but a minimum of CHF 1'000 per event for outdoor fixtures, fittings and installations (special risk Art. 304 GCI).

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, Buildings Insurance and Movable Structures 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.

Art. 408
Damage Caused by Animals

408.1 Geographic scope
This supplementary insurance is valid at the contractually agreed location.

408.2 Scope of insurance
The insurance covers bite and gnawing damage by wild, non-domestic rodents and martens, as well as damage to the insured building on a first-risk basis by house longhorn, woodworm, deathwatch beetle or ants. This list is exhaustive and conclusive.

408.3 Limitation of the scope of insurance
The mere removal of nests of any kind is not insured.

408.4 Benefits and deductible
The indemnity shall be calculated on the basis of the amount required to restore or repurchase an equivalent item at the time of the event of a loss up to the maximum of the sum insured. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

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

Art. 409
Accidental Damage to Cultivated Areas

409.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

409.2 Scope of insurance
The insurance covers outside property belonging to the insured location, such as lawns, ornamental shrubs, bushes, flowers, trees, enclosures, fences and hedges (natural or artificial), walls (excluding building façade), railings, garden gates (including automatic ones), steps, statues, fountains and ponds and their contents (excluding fish and animals), flagpoles, lighting systems, alarm systems outside the building, tiles and gravel paths, private access roads, traffic mirrors, satellite dishes, solar panels, etc., up to the agreed sum insured on a first risk basis.

409.3 Insured damage
The insurance covers:

- unforeseen and sudden damage or destruction as a result of violent external effects,
- damage caused by rodents and vermin,
- damage caused by earthquakes, provided that this event is included in the coverage for the insured building or the insured household contents,
- theft at the location.

409.4 Limitations of the scope of insurance
This contract does not cover:

- property which must be insured with the building in accordance with the applicable standards of delimitation between buildings and movable property, or which is included among the insured property in household contents insurance,
- internal damage, including wear and operating damage,
- damage caused by building work,
- sports equipment of any kind.

409.5 Benefits and deductible
The indemnity shall be calculated on the basis of the amount required to restore or repurchase an equivalent item at the time of the event of a loss, including debris removal costs, up to the maximum of the sum insured. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

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

Art. 410
Standard Domestic Installations Plus

410.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

410.2 Scope of insurance
The following are covered:

- unforeseen damage and destruction caused by internal or violent external effects,
- theft.

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

The insurance also covers additional costs for replacement installations as well as loss of income as a consequence of the impossibility of feeding energy into public or private grids.

410.3 Insured Property
The insurance covers the following domestic installations at the location of the insured building, inside the building or outdoors:

a) Complete heating systems consisting of furnace/boiler, fuel container, heat storage, control, adjustment and measuring units, etc.,

b) Ventilation and air conditioning systems,

c) Heat pumps (compressor/condenser circuit) with drive including electronic measuring, control and adjustment units, pipelines within the heat pump circuit, water storage, heat exchanger, heat transfer media with storage, data carriers,

d) Geothermal probes and -registers,

e) Photovoltaic systems consisting of: solar modules, converters/inverters, feed-in and generation meters, direct and alternating current cabling, building distribution boxes (only in connection with damage to the insured photovoltaic system), module support structures, assembly sets such as connection, attachment and linking sets, overvoltage and other protective equipment (lightning conductors, fuses, etc.), switches and separators, monitoring systems,

f) Solar thermal systems consisting of: collectors including absorbers (only flat-plate collectors or tube collectors), electronic measuring and control units and temperature sensors, pipelines inside the solar circuit, water storage, heat exchangers and glycol containers, additional heating (recharging systems) inside the solar circuit,

g) Passenger lifts and freight lifts, escalators, parking lift systems,

h) Lighting systems and illuminated advertising (including glass, lettering and paintings),

i) Alarm and monitoring systems, window closing systems,

j) Automatic
   – gates,
   – barriers,
   – bollards,
   – blinds,
   and other automatic shading devices,

k) Technical systems for swimming pools including covers,

l) Building control systems,

m) Water softening facility.

410.4 Limitation of the scope of insurance

The insurance does not cover:

a) Household appliances, such as washing machines, tumble driers, etc.,

b) Hybrid and thin film collectors, systems guided by the movement of the sun, systems with open, concentrating reflectors such as parabolic troughs, photovoltaic collectors on a non-mineral basis and untested technologies,

c) Liquid-carrying pipelines outside the unit generating and/or storing the heat,

d) Heating flows and return flows outside the unit generating and/or storing the heat; damage to liquids of all kinds,

e) Consumables, ion exchange resins, electrolytes, filter media, catalytic converters, and cold and heat transfer media,

f) Damage as a direct consequence of permanent, foreseeable influences of a mechanical, thermal, chemical or electrical nature such as aging, wear and tear, corrosion, decomposition, or of excessive deposition of rust, sludge, scale and other deposits. However, where such events lead to sudden and unforeseen damage or destruction of insured domestic installations, this consequential damage is insured,

g) Damage for which the manufacturer or seller, the repair, installation or service company are liable contractually or legally,

h) Damage during trials and experiments in which the normal load of an insured item is exceeded and which ought to have been known to the policyholder, their representatives or the responsible management,

i) Costs for alterations, improvements, inspections or maintenance work carried out in connection with the repair or restoration. No indemnity shall be paid in respect of loss in value,

j) The expenses for building work rendered in vain, any demolition as well as consequential costs arising from the elimination of the damage, if a new bore is required to repair the damage for geothermal probes and this is abandoned,

k) Damage insured in the events of fire, natural hazards and water and occurring to domestic installations belonging to the building in accordance with the delimitation norms.

410.5 Benefits and deductible

In the event of a total loss, Zurich shall indemnify, for the period specified below, the amount required for the new acquisition or new production of an equivalent item (= new replacement value). Existing residues will be calculated at new replacement value. The new replacement value insurance applies from the first activation of the brand new insured property, for a period of:

- twenty years for geothermal probes and heat exchangers,
- ten years for photovoltaic and solar systems (modules and collectors),
- four years for all other insured objects.

In the case of partial loss, during this period the costs of repair are indemnified, while the repair costs are limited to the price of acquiring or manufacturing the damaged property.

After the expiration of the new replacement value insurance, Zurich will indemnify the cash value:

- the cash value is the amount required for repurchase at the time of the claim, less the amortization, which corresponds to the technical service life of the insured property in consideration of the type of use. However, the amortization shall not exceed 80% of the new replacement value. Existing residues are calculated on the basis of the cash value,
- in the case of partial loss, Zurich will indemnify the repair costs; the corresponding cash value will be paid out for parts in need of replacement. The entire repair costs are limited to the calculated cash value of the insured property.

No deduction shall be made for technical added value.

The costs for the restoration or replacement of geothermal probes that have become unusable shall be covered in the case of geothermal probes. A geothermal probe shall be regarded as unusable if a flow permanently reduced by more than 30% compared to the value documented in the test and acceptance record is measured without it being possible to prove damage to or destruction of the geothermal probe. A maximum of one drill hole per probe shall be indemnified.

The actual cash value will be paid for items no longer used.

Documented additional expenses for replacement installations as well as loss of income resulting from an inability to feed surplus energy back into public or private grids shall be indemnified up to max. 25% of the sum insured (at least

CHF 1'000). The indemnity period shall amount to twelve months.

The combined benefits are limited to the agreed sum insured as the maximum liability per event of a loss.

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

410.6 Obligation in the case of geothermal probes
The items insured and parts thereof must have been constructed according to recognized codes of the technology and of building practice. In particular, drilling companies must at least possess the FWS quality seal for geothermal probe drilling companies; planning, installation, testing and acceptance of geothermal probes must at least comply with SIA norm 384/6.

Art. 411
Damage to the Building

411.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

411.2 Scope of insurance
The insurance covers damage to the insured building due to proven burglary or attempted burglar, if this is not covered by another insurance. The theft of installed furnishings and fixtures, which are customarily regarded as part of the basic equipment of the dwelling, are also insured.

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

411.3 Benefits and deductible
The costs for the removal of damage to the insured building, including fixtures and fittings, are indemnified. The benefits are limited by the agreed sum insured. The benefits from this supplementary insurance and from the buildings insurance (Art. 300 et seq. GCI) are mutually exclusive.

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

Art. 412
Extended Coverage for Buildings

412.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

412.2 Scope of insurance
412.2.1 Civil unrest
The insurance covers sudden and unforeseen damage and destruction as a result of civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults) and damage caused by looting directly connected to civil unrest.

412.2.2 Malicious damage
This insurance covers sudden and unforeseeable malicious damage and destruction of the insured building. Malicious damage includes any intentional damage.

Limitations of the scope of insurance
The insurance does not cover:
- glass breakage and damage to sanitary facilities,
- loss of property.

412.2.3 Vehicle impact
Losses or damages caused by vehicle impact are insured.

Limitations of the scope of insurance
The insurance does not cover:
- damage to vehicles (including goods carried) that are involved in the occurrence of loss,
- damage covered by mandatory liability insurance.

412.2.4 Building collapse
The insurance covers damage to the insured building as a result of collapse.

Limitations of the scope of insurance
The insurance does not cover damage caused by:
- poor building maintenance and poor building land,
- properties that are under construction or being converted,
- fire or natural hazards and earthquakes,
- terrorism.

412.3 Sum insured, benefits and deductible
The sum insured on a first-risk basis amounts to 10% of the value of the building, up to a maximum of CHF 100'000. The indemnity covers the costs for the repair of damage to the insured building.

The deductible amounts to CHF 2'000 per event. This deductible shall not be payable, if the costs for the removal of malicious damage is also covered by the building insurance (Art. 312.3b GCI).

Art. 413
Devices and Materials Including Fuels

413.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

413.2 Scope of insurance
The insurance covers
- damage caused by fire, natural hazards, theft and water events,
- damage caused by earthquake if this event is included in the basic insurance for the insured building.

413.3 Insured property
The insurance covers all (full value) of the devices and materials, including fuels, used to maintain, use and manage the insured building and the associated property.

413.4 Benefits and deductible
The amount necessary to acquire or manufacture an equivalent new product or quantity shall be reimbursed. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

The statutory deductible for natural hazards amounts to CHF 500 per event. For equipment and materials that do not belong to the private household contents, per event 10% of the indemnity, but at least CHF 2'500 and at most CHF 50'000. For all other losses, the deductible amounts to CHF 200 per event, unless another deductible is defined in the policy.

Art. 414
Theft (Building)

414.1 Geographic scope
This supplementary insurance shall apply exclusively at the agreed location.

414.2 Scope of insurance
The insurance also extends to losses due to theft up to the agreed sum insured on a first-risk basis.

414.3 Insured property
The insurance covers chattels located outdoors that belong to the building, or to the fittings and fixtures.

414.4 Benefits and deductible
The amount required to acquire or manufacture an equivalent new product shall be reimbursed. In the case of partial damage, the costs of repair shall be indemnified up to a value not exceeding the new replacement value.

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

Art. 415
Motorcycles and Electric Motorcycles (for which liability insurance is legally required)

415.1 Geographic scope
The supplementary insurance applies worldwide.

415.2 Scope of insurance
a) Insurance benefits «CLASSIC»
This supplementary insurance covers the following depending on the agreement:

Basic insurance

- Damage caused by fire and natural hazards,
- Burglary, robbery and simple theft at home (at the location),
- Losses caused by liquids from pipe installations or connected equipment,
- Damage caused by earthquakes and volcanic eruptions, if this event is included in the household contents insurance.

Simple theft outside the home

- Simple theft outside the home (external insurance).

Damage

- Destruction or damage due to an accident or crash during use.

b) Insurance benefits «ALL RISK»
This supplementary insurance covers:

All Risk

- Loss, damage and destruction,
- Damage caused by earthquakes and volcanic eruptions, if this event is included in the household contents insurance.

415.3 Insured property
The insurance provides cover up to the agreed sum insured on a first-risk basis for motorcycles for which liability insurance is legally required (e.g. electric motorcycles, also known as e-bikes, with pedal assistance up to 45 km/h) as well as accessories permanently connected insured motorcycle (excluding trailers, streamliner trailers and electronic accessories not required for operation).

415.4 Limitation of the scope of insurance
a) Insurance benefits «CLASSIC»
The following are not covered:

- malicious, i. e. intentional damage by third parties,
- insured property utilized in competition.

b) Insurance benefits «ALL RISK»
The following are not covered:

- damage occurring gradually rather than suddenly, such as due to exposure to light, temperature influences, humidity, dryness or oxidation,
- 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,
- insured property utilized in competition,
- data stored on insured items such as photos, music files and software applications.

415.5 Benefits
a) In case of theft
If the insured property affected by the event of a loss is found within 30 days of reporting the theft, the claim will be calculated on the basis of the necessary repair costs, however, this shall not exceed the listed percentage value on the replacement value table.

If the insured property is not recovered within 30 days, the claim shall be calculated using the replacement value table. Any insured property found after this date shall be the property of Zurich.

b) In the event of destruction or damage

If damaged items are repairable, the claim amount is calculated as repair costs and/or partial replacement costs plus any residual loss in value (reduced value), not exceeding the percentage value listed in the replacement value table.

c) Damaged carbon frames

Damaged carbon frames shall be repaired wherever possible.

d) Replacement value table

Replacement value is the amount required to replace the insured item with an item of the same kind and quality at new replacement value, whereby the following percentage value will be taken into consideration depending on the age of the vehicle:

Age from purchase as new	Replacement value
in the 1st and 2nd year from purchase as new	100% of the new replacement value
in the 3rd and 4th year from purchase as new	70% of the new replacement value
in the 5th and 6th year from purchase as new	50% of the new replacement value
More than six years from purchase as new	30% of the new replacement value

The sum insured forms the limit of indemnity.

415.6 Deductible

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

Pet Insurance

Art. 501
Temporal and Geographic Scope

501.1 Temporal scope
The insurance applies to losses that occur during the period of insurance.

501.1.1 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.

501.2 Geographic scope
The insurance cover applies worldwide.

Art. 502
Insured Animals

The insurance shall cover the animals listed in the policy.

Art. 503
Scope of Insurance

The insurance coverage extends to accidents, i. e. any bodily impairment resulting from an accidental, sudden, external effect.

Art. 504
Limitation of the Scope of Insurance

This contract does not cover:

- transport costs,
- the consequences of breaches of the animal protection regulations or grossly negligent behavior by the policyholder or by persons living in the same household towards the insured animal.

Art. 505
Benefits

Zurich covers the necessary treatment costs up to the agreed sum insured per event and animal, consisting of:

- veterinary fees as well as treatments arranged by the veterinarian,
- hospital stays,
- radiology and radiotherapy treatments and surgical procedures,
- medications (not including special food).

Art. 506
Deductible

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

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 baby-sitters 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.

Art. 702
Renting of Horses

702.1 Scope of insurance
The insurance covers the statutory liability for accidental 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.

If expressly agreed, damage during participation in equestrian events is also insured. This includes competitions, contests and races such as show jumping, horse racing and harness racing.

702.2 Limitation of the scope of insurance
The limitations of the scope of insurance in the private liability insurance (Art. 613) apply.

702.3 Benefits
702.3.1 Renting of horses (with or without the supplement "equestrian events")
The benefits for the horse and for the riding and carriage equipment are limited per event to the sum insured listed in the policy.

702.3.2 Daily allowance
If agreed, Zurich will pay the daily indemnity listed in the policy for a maximum of 120 days in the event that the horse is temporarily unfit for use and subject to the liability rate.

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

702.5 Loss assessment
If the horse dies or if the veterinarian gives the order for it to be put down, Zurich must be notified in good time to allow it to organize a post-mortem or an expert's report.

Art. 703
Vintner as a Secondary Occupation

703.1 Scope of insurance
The insurance covers the statutory liability of the insured persons from their secondary occupation in connection with the management of their own and/or a leased vineyard up to an area of 3'000 m².

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

a) damage to property which an insured person has taken into his possession for use, processing, safekeeping or transportation or for any other reason (e. g. on commission or for display purposes), or which he has rented or leased,

b) damage caused by water pipe sprinkling systems ("bisses") as well as damage to water pipe sprinkling systems,

c) damage caused by pest control, plant protection and weed-killing with motor pumps which are subject to the provisions of road traffic legislation,

d) damage to property treated with pest-control, plant-protection and weed-killing agents, also property damage caused by these products within a radius of 10 meters from the treated plants,

e) claims regarding the performance of contracts or any claims which replace them for compensation due to non-performance or incorrect performance (entrepreneurial risk), especially claims concerning defects and damage sustained by products manufactured or supplied, or through work performed by the policyholder or on their behalf,

f) damage, the possible occurrence of which is accepted in the interests of a certain method of working for the purpose of reducing costs or accelerating the work process,

g) damage to installations and piping resulting from the gradual effects of polluting substances in waste water,

h) expenses for finding leaks and emptying and refilling installations owned by the company, and the costs of repairing and altering them.

703.3 Deductible

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

Special risks in personal liability insurance

Art. 704
Hunters

704.1 Scope of insurance

This insurance covers the statutory liability of the person specified by name in the policy as:

- hunters, game tenants, armed guest hunters, gamekeepers, game helpers, game managers, participants in hunting events and persons in charge of enforcing hunting laws,
- owners, tenants or lessees of installations (such as raised hides, fences) which serve the hunt and hunt protection,
- weapon owners, marksmen and dog-owners, to be specific, exclusively during the hunt and participation in hunting events (such as hunting dog tests and exercises, hunting shooting practice) and on the direct trip to or from the hunt,
- participants in the hunt shooting tests provided for in the hunt regulations,
- persons undergoing hunt training who go on the hunt as companions and cooperate in battues, but may not shoot themselves.

704.2 Limitation of the scope of insurance

Besides the limitations of the scope of insurance in the private liability insurance (Art. 613), the insurance also does not cover damage caused by game, damage to game or damage arising from the willful violation of statutory or official regulations on hunting and hunt protection.

Third party liability for installations (e. g. hunting huts), which belong to a hunting party are also not insured.

704.3 Benefits and deductible

The minimum sum insured shall be the legally prescribed guarantee sum, provided this is higher than the specified sum insured in the policy.

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

Art. 705
Secondary Occupation with a Gross Annual Income Exceeding CHF 6’000

705.1 Scope of insurance

This insurance covers the statutory liability for damage from the secondary occupation for:

- the person specified by name in the policy and their representative,
- their employees and auxiliary staff (excluding independent contractors and professionals).

705.2 Limitation of the Scope of Cover

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

a) claims regarding the performance of contracts or any claims which replace them for compensation due to non-performance or incorrect performance (entrepreneurial risk), especially claims concerning defects and damage sustained by products manufactured or supplied, or through work performed by the policyholder or on their behalf,

b) claims against the insured person as the driver of or passenger in third-party motor vehicles, ships and aircraft,

c) damage, the occurrence of which the insured person would have to expect as being highly likely. The same applies for damage, the possible occurrence of which is accepted, given the choice of a certain method of working for the purpose of reducing costs or accelerating the work process,

d) claims for loss prevention costs,

e) claims arising from the handing over of patents, licenses, research results and formulas to third parties,

f) damage to property treated with pest-control, plant-protection and weed-killing agents, and also property damage caused by these products within a radius of 10 meters from the treated plants,

g) property damage:
   – which an insured person has taken into his possession for use, processing, safekeeping or transportation or for any other reasons (e.g. on commission or for display purposes), or which he has rented or leased,
   – caused by the insured performing or failing to perform an activity on or with them (e.g. processing, repairs, loading or unloading of a vehicle),

h) damage in connection with an occupation that requires authorization, but which the insured person performs without authorization.

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

Art. 706
Recourse Protection for Teachers and Police Officers

706.1 Insured persons
The insurance shall cover active duty members of the Association of Swiss Police Officers (VSPB) and its sections and for teachers provided that the insured persons are specified in the policy.

706.2 Scope of insurance and benefits
The insured person shall be insured against the consequences of their acts and omissions in the performance of their duties for which the employer or an insurance company is seeking recourse to the insured person. This does not include deductibles owed by the insured person.

The benefits shall be limited to the sum insured specified in the policy.

706.3 Limitation of the scope of insurance
In addition to the limitations of the scope of insurance in the private liability insurance (Art. 613), cases in which the insured person is under the influence of alcohol, drugs or the abuse of medication are also excluded.

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

Art. 707
Teacher Plus

707.1 Insured persons
The insurance covers the person specified by name in the policy in his capacity as teacher, the accompanying persons and pupils also traveling.

707.2 Scope of insurance
The insurance coverage shall apply during school trips, excursions, hikes, class camps and outings and be granted if an insured person becomes severely ill, has an accident or dies.

707.3 Benefits
If an insured event occurs, Zurich shall provide the following benefits:

- assumption of the costs for search and rescue actions and transports required, in the event of a medical necessity or at the request of the insured person, also for returning home or the return trip. The same applies for the recovery and repatriation of deceased persons. The benefits are limited to CHF 20'000 per event,
- payment of an advance of up to a maximum of CHF 5'000 if an insured person has to be admitted to a hospital abroad (repayable within 30 days of return to Switzerland),
- if the foreign hospital stay lasts longer than five days, the proven visiting costs (outward trip and return) for a related person shall be covered (in the case of air travel, economy class).

If benefits were paid from this insurance for which the insured persons could also assert claims from a liable third party, or at the expense of a state or compulsory insurance, the insured person shall assign these claims to Zurich up to the amount of the benefits paid.

707.4 Procedure in the event of a loss
For assistance or in the event of a loss, we are here for you around the clock and around the clock on the **toll-free number 0800 80 80 80 or +41 44 628 98 98 when calling from outside Switzerland.**

707.5 Legal protection in criminal proceedings
In criminal proceedings against an insured teacher due to a breach of the professional duty of supervision of their pupils, Zurich shall cover the expenses in the proceedings (e.g. lawyer's fees, court costs and costs for expert opinions as well as compensation for parties) as well as the costs imposed in the criminal proceedings, if the criminal proceedings are related to an insured liability event.

If other insurance coverage is in place, this insurance is limited to the part of the indemnity that exceeds the sum insured by the other insurance.

Zurich shall determine a lawyer in agreement with the insured person for the defense in criminal proceedings. If the insured person does not agree to the proposals made by Zurich, the insured person must propose three lawyers from three different law firms, from which Zurich shall select the lawyer to be assigned. The insured is not entitled to engage a lawyer without the authorization of Zurich.

The insured person is obliged to inform Zurich of all verbal and written notifications and orders as quickly as possible and follow Zurich's instructions. If the insured person takes any measures on his own initiative, or contrary to the instructions of Zurich, in particular, if he avails himself of a legal remedy without the express consent of Zurich, he shall do so for his own account and at his own risk. However, if such measures lead to a demonstrably more favorable result, Zurich shall reimburse the resulting costs retrospectively.

Court and litigation expenses awarded to the insured shall be assigned to Zurich up to the benefit amount, if they do not constitute compensation for personal efforts and expenses of the insured person.

If differences of opinion on the approach arise during the proceedings, or Zurich evaluates certain steps as futile, it shall inform the insured person of its position in writing, providing justifications, and also inform the insured person of their right to initiate arbitration proceedings.

Upon receipt of notification; the insured person must take all necessary measures to protect their interests in the criminal proceedings themselves. Zurich is not liable for the consequences of the inadequate representation of interests, especially missed deadlines. The insured person must notify Zurich of whether they wish to initiate arbitration proceedings within 30 days.

For the arbitration proceedings, the insured person and Zurich nominate a mutually acceptable judge. The judge shall reach a verdict after receiving a one-off correspondence in a simple and informal procedure and assign the costs to the parties based on the outcome of the proceedings. In all other regards, the provisions of the Swiss Civil Procedure Code (CPC) apply.

The insurance does not cover obligations of a punitive or quasi-punitive nature (e. g. fines) and the costs listed in the first fine order.

The maximum liability per event amounts to CHF 30’000. No deductible is payable.

Building Third Party Liability Insurance

Art. 801
Temporal scope

The insurance covers losses and damage caused during the period of insurance.

801.1 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.

Art. 802
Insured Persons

This insurance covers the statutory liability of:

a) the policyholder in his capacity as the owner of the insured buildings, land, and installations. If the policyholder is a partnership or if he has concluded the insurance policy on behalf of a third party, the partners or any other persons in whose name the policy is taken out shall be deemed equal to the policyholder in terms of rights and obligations,

b) the policyholder's authorized representative as well as the persons entrusted with the management or supervision of the insured building, land, or installations while performing their duties,

c) employees and other auxiliary staff of the policyholder (excluding independent contractors and professionals employed by them, such as subcontractors) while performing their duties in connection with the insured land, buildings, and installations,

d) the owner of the land if the policyholder only owns the insured building but not the land upon which it is constructed (ground lease).

Art. 803
Insured Third Party Liability

This insurance covers the statutory liability for:

- bodily injury, i. e. killing, injuring or any other health impairments caused to persons, and
- 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.

Art. 804
Insured Buildings, Land and Installations

The insurance covers the statutory liability from the ownership of the land, buildings (excluding any commercial operations) and facilities specified in the policy, as well as the associated installations, including, e. g.:

- tanks and tank-like containers,
- passenger lifts and freight elevators,
- parking spaces and parking garages for motor vehicles,
- playgrounds (with equipment, children's pools etc.),
- private indoor and outdoor swimming pools that are not accessible to the public, hobby and leisure rooms,
- outbuildings (tool sheds, garages, greenhouses etc.),
- private roads belonging to the land or building.

Art. 805
Condominium Ownership, Co-Ownership and Joint Property

805.1 Condominium ownership

The insurance shall cover statutory liability:

- of the condominium association arising from common parts and areas of the building, and common installations, infrastructure and land,
- of the individual condominium owners arising from parts and areas of the building, installations, infrastructure and land to which they have separate property rights.

This contract does not cover:

- claims asserted by the condominium association against individual condominium owners for their part of the damage that corresponds to the ownership ratio of the condominium owner responsible for the damage,
- claims asserted by an individual condominium owner against the condominium association for their part of the damage that corresponds to the ownership ratio of the injured condominium owner.

805.2 Co-ownership

The insurance shall cover the statutory liability of all co-owners, including such liability as regards the claims of other co-owners.

The following items are not insured:

- claims arising from damage to insured buildings, land or other insured installations,
- the part of the damage that corresponds to the ownership ratio of the injured co-owner.

805.3 Joint property

The insurance shall cover all joint owners' statutory liability.

The insurance shall not cover claims arising from damage suffered by another joint owner.

805.4 Family members of condominium owners, co-owners, and joint owners

The family members of condominium owners, co-owners, and joint owners shall be accorded the same status as that of the owner(s) they are related to.

Family members are defined as all persons who live with an insured owner in the same household or return as a weekly or weekend occupant in his household.

Art. 806
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 liability for damages which are 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. 807
Principal’s Liability

The insurance covers the statutory liability of the policyholder as 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).

Art. 808
Insured Loss Prevention Costs

If, because of an unforeseen event, the occurrence of an insured loss is imminent, the coverage shall also include 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. 809
Limitations 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) claims from a contractually assumed liability, over and above the statutory requirements,

c) damage which the policyholder, his representatives or persons entrusted with the management or supervision of the building, land, or installations should objectively have expected to occur with a high degree of probability,

d) damage to items of property which an insured person has taken into his possession for use or for safekeeping or which he has rented or leased,

e) damage due to gradual effects, such as those resulting from weathering, temperature, humidity, smoke, dust, soot, gases, vapors or vibrations,

f) damage caused by laser, maser, or ionizing radiation,

g) losses which are insured by another liability policy; in these cases, the insurance is limited to the part of the indemnity that exceeds the sum insured by the other insurance,

h) damage in connection with the intentional committing of a crime or offense as well as the willful violation of statutory or regulatory requirements,

i) claims in the context of nuclear damage as defined by Swiss nuclear energy liability legislation,

j) damage due to electromagnetic fields (EMF) as well as electromagnetic interference (EMI),

k) 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,

l) damage in connection with mold, asbestos or urea formaldehyde.

Art. 810
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, limited by the sum insured stipulated in the policy.

Zurich shall only handle an event of loss, if the claims exceed the stipulated deductible. 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 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 an event of loss by Zurich or a court judgment entered against Zurich is binding for the insured person. The insured person must refund the agreed deductible, waiving all objections.

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.

The sum insured is deemed to be an aggregate limit per insurance year, i. e. it shall be paid no more than once for all claims, taken as a whole, that are made against the insured person(s) during the same insurance year.

Art. 811
Deductible

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

Services

The following insurance benefits are contractually covered if stated in the policy:

Art. 901
Cyber – Safe Shop & Pay

The following scope of insurance is provided up to the agreed sum insured on a first-risk basis.

901.1 Insured persons

The insurance covers the policyholder and all persons who live with him/her within the same household or who may be away during the week/weekend but routinely return to the household on weekends or during the week.

901.2 Damage/losses relating to goods ordered via internet

The following are insured regarding goods ordered via internet:

- loss during shipment,
- damage during shipment,
- non-delivery, wrong delivery.

901.2.1 Insured property

The insurance covers movables for private use, which have been purchased by the insured person and for which the recipient is the insured person.

901.2.2 Coverage limits

Coverage for jewelry and pocket and wrist watches is limited to 10% of the sum insured for Cyber – Safe Shop & Pay.

901.2.3 Uninsured property

The following are not covered:

- Motor vehicles (excluding motorcycles), trailers, caravans, mobile homes, along with all their accessories,
- Ships for which liability insurance is legally required and motorized nautical vessels of any kind, including accessories for such,
- Aircraft which is subject to recording in the Swiss Aircraft Register,
- Cash assets, i. e. money, cryptocurrencies, 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,
- Food and other items which are naturally subject to spoilage or wastage,
- Animals and plants.

901.2.4 Loss calculation

a) Total loss

Claim amounts for damage to/losses of insured property are calculated based on their replacement value at the time the damage/loss occurred – less residual value as applicable.

b) Partial loss

If damaged items are repairable, the claim amount is calculated as repair costs and/or partial replacement cost plus any residual loss in value (reduced value), not exceeding replacement value.

c) Replacement value

Replacement value is calculated as the lower of the purchase price of an item/asset of the same type and quality or the market price thereof at the time of claim payment.

901.3 Losses due to internet fraud

The insurance covers financial losses incurred through booking of fraudulent rental or accommodation offers via internet, such as a non-existent vacation rental cottage.

901.3.1 Loss calculation

Booking costs paid by the insured person are reimbursed less any reimbursement or other compensation received.

901.4 Losses due to unauthorized account access

The insurance covers financial losses suffered by insured persons resulting from unauthorized third-party accessing of personal accounts, securities accounts, credit balances and/or credit cards in Switzerland and the Principality of Liechtenstein. Unauthorized access is covered which occurs through the improper obtaining of personal cards or access or identification data. This includes for example financial losses resulting from phishing of access data for e-banking or mobile phone payment systems, and from credit card skimming.

901.4.1 Limitation of the scope of insurance

The following are not covered:

- Prepaid cards and vouchers not personally issued to the insured persons by their issuer,
- Losses resulting from access codes or PIN numbers of credit, bank and debit cards being physically noted down,
- Losses indirectly resulting from unauthorized account access, such as lost profits or missed interest/returns,
- Losses the insured person only has to bear due to:
  - a) failure to comply with notification obligations toward the bank providing the account, the contractual card partner or the provider of any other payment system (such as immediate notification upon becoming aware of loss or theft),
  - b) missing the deadline for providing notification of an identified unauthorized payment.

901.4.2 Loss calculation

The insurance covers financial losses in the event of a loss borne personally by the insured person on the basis of laws or contractual provisions when the bank providing the account, the contractual card partner or the provider of any other payment system has given written notification of declining to reimburse part or all of the unauthorized transaction amount.

901.5 Losses resulting from misuse of mobile communication devices

The insurance covers additional costs incurred due to the misuse of an insured person's mobile communication devices for calls, messaging or data.

901.5.1 Limitation of the scope of insurance

The following are not covered:

- Losses indirectly resulting from misuse, such as lost profits or missed interest/returns,
- Losses which the insured person incurs solely due to non-compliance the network provider's obligation to notify (such as failure to provide immediate notification upon becoming aware of loss or theft).

901.5.2 Loss calculation

The insurance covers financial losses in the event of a loss borne personally by the insured person on the basis of laws or contractual provisions when the network provider (e.g. Swisscom) has given written notification of declining to reimburse part or all of the unauthorized transaction amount.

901.6 Card access blocking and replacement costs

Costs incurred to have access blocked to credit, debit, customer, fuel, SIM cards and similar card accounts following an insured event per Art. 901.4 and/or Art. 901.5 or a loss are covered, as well as corresponding card replacement costs.

Art. 902
Cyber – Safe Surf

902.1 Insured persons

The insurance covers the policyholder and all persons who live with him/her within the same household or who may be away during the week/weekend but routinely return to the household on weekends or during the week.

902.2 Insured Property

Movable devices for personal usage owned by the insured person are insured.

902.3 Scope of the insurance

Zurich covers the following costs at most for two claims per calendar year in the event an insured device becomes infected with malware or is hacked, up to the sum insured stated on the policy on a first-risk basis:

902.3.1 Malware removal

Costs for the removal of the malware are insured. Costs for scanning a device are also covered following an insured event.

902.3.2 Restoring functionality

Costs for reloading the operating system and restoring applications and software on affected devices are covered.

902.3.3 Data restoration

Costs for the restoration of privately used data from backup copies are covered. Necessary analysis costs for such are also covered following an insured event.

902.4 Limitation of the scope of insurance

The following are not covered:

- Purchase of another license,
- Devices which run on an operating system version that is no longer supported by the manufacturer, i.e. updates, patches, etc. are no longer provided,
- Recovery of copyright-infringing or other unlawful data, data connected with criminally illegal content,
- Motor vehicles, aircraft, nautical vessels,
- Cash assets, cryptocurrencies, credit balances, vouchers,
- Losses resulting from offenses or crimes attempted or committed by the insured person,
- Amounts in connection with extortion.

Art. 903
Rental and Shared Vehicles

903.1 Insured persons

The insurance covers the policyholder and all persons who live with him/her within the same household or who may be away during the week/weekend but routinely return to the household on weekends or during the week.

903.2 Insured vehicles

The following are covered:

- Motor vehicles, trailers, motorcycles and boats owned by rental providers which are rented or driven by insured persons,
- Motor vehicles, trailers, motorcycles and boats owned by vehicle sharing providers which are borrowed for a fee or driven by insured persons. The above vehicles are also insured if borrowed for a fee or driven by insured persons through the agency of a vehicle sharing platform.

903.3 Vehicles not covered

The following are not covered:

- Vehicles used by insured persons which have been provided directly by a private individual without a commercial provider acting as an intermediary,
- Vehicles utilized for profit by an insured person,
- Vehicles registered to or owned by an insured person,
- Vehicles used by insured persons on a "subscription" basis.

903.4 Scope of the insurance

Zurich covers the following costs on a first-risk basis up to the sum insured stated on the policy:

903.4.1 Contractual deductible

The amount of any contractual deductible owed is insured.

903.4.2 Contractually required vehicle repair

The insurance covers costs for the contractually required repairing of damage to the insured vehicle.

903.4.3 Breakdown assistance and towing costs

Invoiced breakdown assistance and towing costs (including recovery costs) are insured.

903.5 Limitation of the scope of insurance
The following are not covered:

- Cleaning and tank costs,
- Damage resulting from non-observance of contract terms and conditions of the rental or vehicle sharing provider,
- Loss or damage caused while the vehicle is being driven by a driver who is not in possession of the learner's license or driver's license as required by law or who is driving without being accompanied by an appropriate person as the law requires or who is unlawfully carrying passengers, provided that the insured persons should have been aware that this was the case,
- Damage occurring during travel in breach of laws or official orders,
- Damage occurring while taking part in races, rallies or similar competitions or driving on racetracks and secondary roads of racetracks,
- Amounts deducted/withheld or performance refused by third parties due to causing of damage out of gross negligence or intent.

903.6 Subsidiarity
If the policyholder is entitled to other compensation benefits (such as under another insurance contract), coverage is limited to the amount in excess of benefits payable under the other contract concerned.

Art. 904
Home Assistance

904.1 Insured location
The insurance coverage applies at the locations stated in the policy under Home Assistance.

904.2 Insured premises and persons
The following variant stated in the policy may apply if agreed:

a) All premises
The insurance coverage applies to all rooms in all buildings and all structures existing at the insured location.

All residents at the insured location are insured persons.

b) Self-used premises
The insurance coverage applies to the premises of all buildings or structures existing at the insured location which are utilized or co-utilized by the insured persons.

The insurance covers the policyholder and all insured persons who live with him/her within the same household or who may be away during the week/weekend but routinely return to the household on weekends or during the week.

904.3 Scope of insurance
The following are covered on a first-risk basis:

904.3.1 Emergency situations
In case of an emergency situation, Zurich arranges for the deployment of personnel necessary to take immediate action.

An emergency situation is defined as a suddenly occurring event that will result in damage or greater damage unless immediate action is taken. The potential damage in such case will occur at the insured premises per Art. 904.2 a) or b) or to the household contents located at the insured location.

The insurance covers one-time technician deployment and labor costs up to CHF 1'000 per occurrence. Any replacement parts that are needed are not covered by the insurance.

904.3.2 Key assistance/locksmith service
Zurich arranges necessary technical assistance in the event insured persons are unable to open doors or gates at the insured premises (due to lost or broken key, forgotten access code, defective lock, etc.).

The insurance covers costs for technician/locksmith deployment for opening and installation of an emergency lock as necessary.

If access to the insured person's private residence remains blocked (i. e. because the owner has not granted consent for the door to be opened), the cost of overnight accommodation for the people affected shall be covered.

The insurance shall cover costs of up to CHF 1'000 per occurrence. No other costs are insured, such as for final lock repair or replacement.

904.3.3 Assistance for building and condominium owners in case of malfunctioning heating, air conditioning, ventilation or elevator systems, sanitary facilities and/or fuse boxes
Zurich will arrange the deployment of technicians as necessary in case of malfunctioning of the following systems:

- Heating, air-conditioning and ventilation systems,
- Elevator systems,
- Sanitary facilities,
- Fuse boxes.

The insurance covers one-time technician deployment and labor costs up to CHF 1'000 per occurrence.

Costs for malfunctions due to insufficient operating materials or lubricants or for necessary replacement parts are not covered.

904.3.4 Pipe cleaning service
Zurich arranges for technicians to clear pipe blockage in case a water pipe blockage exists which cannot be resolved without professional assistance.

The insurance covers one-time technician deployment and labor costs up to CHF 1'000 per occurrence.

904.3.5 Removal of beehives and wasp or hornet nests
Zurich arranges for the professional removal or relocation of beehives and wasp or hornet nests in the area of the insured location.

Zurich performs no services nor provides benefits if such relocation or removal is prohibited by law, such as animal species conservation laws.

The insurance covers technician deployment and labor costs up to CHF 1'000 per occurrence.

904.3.6 Pest and vermin control service

Zurich arranges for the following measures and pays corresponding benefits in case of pest or vermin infestation of the insured premises:

a) Diagnosis

In case of infestation, Zurich arranges for diagnosis of pest or vermin infestation via preliminary call, photo analysis or on-site visit, costing a maximum CHF 500.

Benefits are not payable for pest or vermin infestation exclusively of animals or plants.

b) Extermination measures in case of health hazard

Zurich pays up to a maximum of CHF 5'000 in benefits for the extermination of the following types of pests and vermin which pose a human health hazard:

- Bedbugs (Cimex lectularius),
- German cockroach (Blattella germanica), oriental cockroach (Blatta orientalis), brown banded cockroach (Supella longipalpa), American cockroach (Periplaneta americana), Australian cockroach (Periplaneta australasiae),
- Pharao ants (Monomorium pharaonis),
- House mouse (Mus musculus), brown rat (Rattus norvegicus), roof rat (Rattus rattus),
- Pigeon ticks (Argas reflex),
- Poultry red mites (Dermanyssus gallinae) and northern fowl mites (Ornithonyssus sylvarium).

This list is exhaustive.

If the commissioned pest control provider has to create installations to perform pest control, costs for such are covered up to the sum insured.

Limitations of the scope of insurance

The following are not covered:

- Damage to buildings or household contents,
- Costs for structural measures to prevent pest or vermin infestation (such as installing exclusion barriers).

Waiting period for pest and vermin control service

Insurance coverage only applies upon the elapse of a waiting period of 60 days from insurance policy start date.

Product overview

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All Risk	112

Additional Coverage	Art.
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Movable structures (allotment chalet, apiary, mobile home)

Basic Coverage	Art.
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Special household contents risk (stored household contents, circulating household contents, household contents in bank safes, hobby rooms, other)

Basic Coverage	Art.
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Natural hazards	108
Theft	110
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Accidental damage insurance	406
Accidental damage to cultivated areas	409

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Building liability	801 ff.

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