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# General conditions of insurance (GCI). Excess guarantee with liability supplement for rental vehicles.

Excess waiver for insured comprehensive and theft claims on the rental vehicle up to CHF 10 000 plus liability supplement up to CHF 5 million.

In cases of doubt concerning the interpretation and content of all documentation, the German version takes precedence.

Use of the male gender to facilitate readability is intended to also refer to the female gender.

## General Conditions of Insurance (GCI)

- 1 General provisions
- 2 Waiver of excess
- 3 Third-party liability supplement

### 1 General provisions

#### 1.1 Scope of insurance, scope of application, period of validity

The insurance covers the vehicle rented by the policyholder. The insurance cover applies worldwide for the duration of the rental as stated in the booking or reservation confirmation.

#### 1.2 Insured persons and policyholder

- A The insurance covers the persons specified in the policy or listed in the booking confirmation/holiday package invoice and for whom the insurance premium has been paid.
- B The policyholder is the natural person or legal entity that concluded the insurance contract with ERV. The insurance is valid
- a) if the policyholder has their civil residence in Switzerland or Liechtenstein;
  - b) if the policyholder does not have their civil residence in Switzerland or Liechtenstein, provided that the insurance cover lasts four months at the most. In this case, the policyholder must be in Switzerland or Liechtenstein when taking out the insurance policy.

#### 1.3 Insured vehicles

The insurance covers passenger cars, motor homes, campers, motor caravans, camping buses, minibuses and motorcycles (this list is exhaustive) rented by an insured person and licensed for road use.

#### 1.4 General exclusions

Benefits are excluded:

- a) for damage in connection with a violation of the contract with the vehicle rental company;
- b) for damage that arises when driving a motor vehicle without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- c) for damage caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- d) for damage caused by deliberate or grossly negligent acts or omissions or that is due to the failure to observe the generally accepted duty of care;
- e) for damage that is a consequence of warlike events, terrorism or orders of the authorities;
- f) for damage occurring off public roads or on unofficial roads or on race tracks;
- g) for damage occurring when taking part in races, rallies or training sessions for such events;
- h) for damage occurring on the occasion of the wilful or attempted commission of crimes or offences;
- i) if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing.

#### 1.5 Claims against third parties

- A If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract lapse. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In this case the statutory provisions for multiple insurance apply.
- C Costs are only reimbursed in total once, even where there are multiple insurance policies with licensed companies.

#### 1.6 Additional provisions

- A Claims lapse five years after the loss event occurs.
- B The sole place of jurisdiction for the insured person is their Swiss domicile or the domicile of either ERV, Basel, or Helvetia, St. Gallen.
- C Any benefits unduly received from ERV must be refunded to ERV within 30 days, together with any expenses incurred.
- D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).
- E ERV pays its benefits in Swiss francs (CHF). Foreign currencies are converted at the exchange rate on the day on which these costs were paid by the insured person.
- F When ERV pays the claim, the policyholder must automatically assign their claim under the insurance contract as a lump sum to ERV.

G ERV provides insurance cover and is liable for claims or other benefits only insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

#### 1.7 Obligations in the event of a claim; culpable breach of obligations

- A In the event of a claim, please contact the ERV claims service, P.O. Box, CH-4002 Basel, Switzerland, phone +41 58 275 27 27, [www.erv.ch/schaden](mailto:www.erv.ch/schaden), [schaden@erv.ch](mailto:schaden@erv.ch).
- B The following procedure must be adhered to at the site of the loss or damage: The insured person must
- a) do everything before and after the loss event to help avert or reduce the loss and to clarify it;
  - b) immediately notify the vehicle rental company of the loss;
  - c) if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
  - d) on return of the rental vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
  - e) independently pay any excess directly on site.
- C The insurer
- must be provided immediately with any information requested,
  - must be provided with a copy of the vehicle rental agreement and the statement of facts (police report, accident report), and
  - must be provided with payment details (IBAN of the bank or post office account).
- D In the event of a culpable breach of obligations when a claim is made, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- E The insurer is not obliged to pay benefits if it suffers a disadvantage as a result and
- false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including provision of the police report, statement of facts, confirmation and receipts) are not met.

### 2 Excess waiver

#### 2.1 Scope of insurance

The insurance provides collision damage waiver insurance for vehicles rented by the policyholder.

#### 2.2 Insured events

The term «insured events» means damage to the rental vehicle (excluding items carried in it) covered by existing comprehensive or theft insurance.

#### 2.3 Insured benefits

- A If an insured event occurs, ERV pays the repair costs incurred, up to a maximum of the excess charged by the rental car insurance. Follow-up costs, such as loss of no-claims bonus, increase in premium or forgone rental income, are excluded.
- B The amount of the insurance benefit depends on the particular excess, but is limited to a maximum of CHF 10 000 per rental contract. Tyre damage is insured up to a maximum of CHF 1000 and windscreen damage up to a maximum of CHF 2000.

#### 2.4 Exclusions

Benefits are excluded:

- a) if the comprehensive or theft insurer declines the claim;
- b) for damage for which the compensating insurer does not stipulate an excess;
- c) in the event of damage to the oil sump;
- d) in the event of claims caused by loss of, or damage to, the car key.

#### 2.5 Claims

The following documents, among others, must be submitted to ERV:

- proof of payment of the deposit (receipt of the vehicle rental company or proof that credit/debit card has been charged),
- a copy of the vehicle rental company's final statement of account,
- the statement confirming payment of the invoiced excess,
- a copy of the insurance policy.

### 3 Liability supplement

#### 3.1 Scope of insurance

In the event that the limit of indemnity of the rental vehicle's motor liability insurance is lower than CHF 5 million, Helvetia hereby offers insurance cover for claims that are insured by the rental vehicle's liability insurance but exceed the limit of indemnity of said insurance. The insurance cover is limited to that part of the loss which exceeds the limit of indemnity of the motor vehicle liability insurance for the rental vehicle.

#### 3.2 Insured liability

Cover is provided for the statutory liability of the insured person as the driver of the rental vehicle referred to in section 1.3 as a consequence of

- causing death, injury or other damage to the health of persons (personal injury);
- destruction, damage or loss of property (property damage). The killing, injury or other damage to health as well as the loss of animals is equivalent to damage to property.

### 3.3 Insured benefits

- A Helvetia pays compensation for justified claims and the cost of mounting a defence against unjustified claims, with the benefits capped by the limit of indemnity of CHF 5 million; any interest on losses, costs of loss mitigation, expert opinions, lawyers' fees, court costs and compensation paid to parties are included in the maximum limit of indemnity.
- B The benefits are paid on a subsidiary basis to those that other insurers are required to pay. Benefits due under the liability insurance for the rental vehicle are deducted from the benefits due under the present policy.

### 3.4 Exclusions

- A The insurance does not cover
- a) liability for losses relating to the person or belongings of an insured;
  - b) liability for property damage incurred by the spouse or registered partner of the insured person, by the insured person's relatives of ascending and descending lineage and by persons residing in the same household as the insured person;
  - c) the liability of persons not designated as insured persons in the insurance contract (e.g. of other persons who use the rental vehicle without authorization) and the liability of the insured person for loss or damage caused by persons for whom the insured person is responsible;
  - d) the liability of persons barred from using the vehicle by legal or official regulations and loss or damage in connection with journeys that were not permitted by law, the authorities or for other reasons;
  - e) liability arising from the use of vehicles for which no liability insurance has been taken out;
  - f) liability arising from the transportation of hazardous loads;
  - g) damage to the insured vehicle and damage to property attached to or carried in that vehicle and personal injury to passengers;
  - h) loss or damage that the insured person should have expected to be highly likely to occur;
  - i) financial loss that is attributable neither to insured personal injury nor to property damage suffered by an injured party;
  - k) claims based on a contractually assumed liability beyond the scope of the statutory provisions;
  - l) loss or damage during journeys which an insured person carries out in return for money;
  - m) liability for loss events for which no insurance cover is provided under the motor vehicle liability insurance for the rental vehicle or for which benefits have been curtailed by the motor vehicle liability insurer and for the replacement of any excess set by the liability insurance of the rental vehicle.
- B All rights of recourse and compensatory claims arising from the insurance policies taken out for the rental vehicle are excluded.

### 3.5 Claims

- A ERV is the representative of Helvetia Swiss Insurance Company Ltd for the present liability insurance and issues the policies in its name and checks any claims for cover. All communications in connection with the present insurance contract should therefore be addressed to ERV. In the event of a loss which is likely to have consequences relevant to the insurance policy or in the event of liability claims being brought against the insured person, the insured is obliged to notify ERV without delay. In addition to the documents specified under section 1.7 C, notifications must also be accompanied by a copy of the motor vehicle liability policy for the rental vehicle and the relevant contact details.
- B ERV is authorized by the insured person to obtain additional information from all insurance companies. The insured person releases insurance companies, central information systems belonging to insurance companies and other associated parties from their duty of confidentiality and grants them the authority to provide ERV or Helvetia with any information relating to the implementation of the insurance contract.
- C Helvetia reserves the right to appoint, on behalf of the insured person, a defence counsel or lawyer, to whom the insured person must grant power of attorney. Helvetia will conduct binding negotiations with the injured party at its discretion, either as the representative of the insured person or in its own name.
- D Helvetia's settlement of the injured parties' claims is binding on the insured person in all cases. The insured person is obliged to support Helvetia in determining the facts of the matter and to refrain from taking any separate position on the injured party's claims (contractual fidelity). In particular, the insured person must not recognize liability claims or remit any payments to injured parties or assign claims under this insurance contract to injured parties or to third parties and must moreover leave the conduct of any civil litigation to Helvetia. If opponent's court costs are awarded to an insured person, Helvetia is entitled to these unless they are intended to cover the insured person's personal expenses.