

# Customer Information According to the Swiss Law on Insurance Contracts (VVG) and General Conditions of Insurance (GCI) for Motorcycles

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# Customer Information According to the Swiss Law on Insurance Contracts (VVG)

Edition 03

The following customer information shows a clear and summarized overview of the identity of the insurer and the material content of the insurance contract (Art. 3 of the Federal Law on Insurance Contracts, VVG). The rights and obligations of the contracting parties arise from the proposal / offer, the policy itself, the contractual conditions and the applicable laws, especially the VVG. After acceptance of the proposal / offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal / offer.

## **Who is the insurer?**

The insurer is Zurich Insurance Company, hereinafter referred to as Zurich, with registered office at Mythenquai 2, 8002 Zurich. Zurich is a public limited company under Swiss law.

## **Which risks are insured and what is the scope of the insurance cover?**

The insured risks and the scope of the insurance cover are determined by the proposal / offer or the policy and by the contractual conditions.

## **What is the premium amount?**

The premium amount depends on the respective insured risks and the designated level of cover. A fee may be charged for payment in instalments. All information on the premium and any applicable fees are included in the proposal / offer or in the policy itself.

## **Under what circumstances is the premium refunded?**

If the premium has been paid in advance for a specific period of insurance and the contract is cancelled before the end of the period, Zurich will refund the premium in respect of the unexpired period of insurance.

The premium remains payable in full to Zurich if:

- the insurance benefit was provided on the basis of the cessation of risk;
- the insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the year after the contract was concluded.

## **Which other obligations does the policyholder have?**

- **Changes in risk:** If an important fact changes during the term of the policy, resulting in a material increase in risk, it must be notified to Zurich in writing without delay.
- **Ascertainment of the facts:** The Policyholder must provide assistance for investigations relating to the insurance contract, e.g. breaches of the duty of disclosure, increases in risk, checking benefits, etc. and provide Zurich with all pertinent information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is also entitled to carry out its own investigations.
- **Insured event:** The insured event must be reported to Zurich without delay.

This list only contains the most common obligations. The contractual conditions and the VVG contain further obligations.

## **When does the insurance cover begin?**

The insurance cover begins on the day stated in the proposal / offer or in the policy itself. If an insurance certificate or temporary cover note have been issued, Zurich will provide the insurance cover described in the guaranteed written temporary cover note in accordance with applicable law until the issuance of the policy.

### **When does the insurance cover end?**

The Policyholder can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by Zurich at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, at the latest 14 days after notification that Zurich has paid;
- if Zurich changes the premium. In this case the notice of termination must reach Zurich no later than the last day of the insurance year;
- if Zurich breaches the statutory information obligations pursuant to Art. 3 VVG. The right of termination lapses four weeks after the insured has received notification of this breach, but at the latest one year after the breach.

Zurich can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by the Policyholder at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, on condition that notice of termination is given at the latest at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich can cancel the contract:

- if the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- if the Policyholder does not fulfil his/her obligation to assist with the ascertainment of the facts. Zurich is entitled to cancel the insurance contract retrospectively within two weeks after the expiry of a four-week time extension agreed in writing;
- in the event of insurance fraud.

This list only contains the most common possible reasons for termination. The contractual conditions and the VVG contain other possible reasons.

### **How does Zurich handle data?**

Zurich processes data disclosed on the policy documentation or during the course of issuing the policy, and uses them mainly for the purpose of setting premiums, providing information on risk, processing claims, making statistical evaluations and marketing purposes. The data are stored in hard copy form or electronically. Zurich shall be entitled to transfer any data that may be required for processing purposes to any third parties in Switzerland or abroad who are involved in issuing the policy, including but not limited to coinsurance and reinsurance companies, and to subsidiaries of Zurich Financial Services (ZFS) located within or outside Switzerland.

Zurich shall also be entitled to procure pertinent information from government offices and third parties, in particular information with respect to events leading up to the loss or damage. This consent shall be valid regardless of whether the contract is concluded. The Policyholder has the right to request that Zurich provide information envisaged under legislation in respect of the processing of data pertaining to him/her.

# General Conditions of Insurance (GCI) for Motorcycles

Edition 01/2006

**If you require immediate help or advice, we are there for you around the clock. Simply dial our toll-free number 0800 811 811 or, if you are phoning from abroad, the relevant international network access code, then 41 (for Switzerland) followed by the number 44 834 10 50.**

The masculine forms of persona pronouns and adjectives used in this document to enhance readability shall always be understood to stand for the corresponding feminine forms.

The wording of the German original shall take precedence.

In the interests of quality control, all customer service center calls are recorded.

## Common provisions

Edition 01/2006

### Basis of the contract

#### Article 1

##### **Where are the basis of the contract, rights and obligations specified?**

##### Article 1.1

The insurance is based upon the declarations provided by you as the policyholder.

##### Article 1.2

The rights and obligations between you as the policyholder and Zurich Insurance Company are laid down in the policy, the General Conditions of Insurance and any applicable special conditions.

### Object of the insurance

#### Article 2

##### **What insurance does the contract cover?**

Depending on what is agreed (as per the policy), the insurance for the insured motorcycle extends to:

- Third party liability insurance
- Accidental (physical) damage insurance
- Accident insurance

### Duration

#### Article 3

##### **What period does the insurance cover?**

The insurance shall take effect on the date specified in the policy. If a certificate of insurance has been issued, Zurich shall provide provisional insurance coverage for liability claims until issuance of the policy, in accordance with the legal minimum guarantee amount.

The insurance shall apply to losses which

are caused within the contract term. Irrespective of the term of the contract, you may request that your collision accidental (physical) damage insurance (Art. 202.1) be excluded at the end of any year of insurance. If notice of termination of the contract is not given at least three months before expiry, it shall automatically be extended for one year at a time. The termination of the contract shall be deemed valid if it is received by Zurich or you no later than the last day before commencement of the three-month notice period. Contracts which are subject to a single premium payment shall lapse on expiry of the term of the contract.

### Geographical scope of insurance

#### Article 4

##### **What is the geographical scope of the insurance?**

The insurance shall apply with regard to insured events occurring in Switzerland and the Principality of Liechtenstein, those European countries listed on the "Green Card" (international motor insurance certificate), the countries bordering on the Mediterranean Sea and in Mediterranean island states. In the event of marine transport, coverage shall be uninterrupted if the point of departure and destination lie within the geographical scope of coverage.

The insurance shall lapse if the owner gives up his/her residence or legal domicile in Switzerland and takes up residence in another country (with the exception of the Principality of Liechtenstein), such lapse to take effect not later than at the end of the year of insurance in which such a change takes place, or as soon as the insured vehicle is registered abroad. If you request a prior cancellation, then Zurich shall comply with such a request upon receipt of an appropriate notification, effective at the earliest, however, at the time the Swiss or Liechtenstein license (number) plates are deposited with the Road Traffic Authority.

## Changes in risk

### Article 5 What changes in risk have to be notified?

If in the course of the insurance a change occurs to an important stated fact, and if such change results in a material increase in risk, you must notify Zurich forthwith in writing of such a change. The insurance shall then also extend to such an increase in risk, unless Zurich cancels the contract within 14 days from receipt of the notice.

If you fail to notify Zurich of the increase in risk, then Zurich shall no longer be bound by the contract. In the event of reduced risk which is relevant from a tariff perspective, Zurich shall reduce the premium correspondingly on written notification from you.

### Payment of premiums

#### Article 6 What are the rules with respect to premium payments?

The first premium payment shall fall due when the certificate of insurance is issued or, if liability is not included in the insurance, when the policy is issued.

Where payment in installments has been arranged, the corresponding fee is to be paid; installments which are not yet due shall be deemed to be deferred. The fee for premium payment by installments does not form part of the basic premium. Paragraph 4 below is thus not applicable to any change in this fee. Zurich is entitled to adjust this fee at any time. You then have the right to change your method of payment as you wish. To be deemed valid, notification to this effect must be received by Zurich at the latest on the date when the corresponding premium is due.

Gross annual premiums shall be based on the rating characteristics appearing in your policy under the rider and vehicle details. If any of these characteristics changes, you must notify Zurich of this immediately. Zurich shall have the right to adjust your contract accordingly with immediate effect.

If the gross annual premiums increase (except as a result of changes to the characteristics mentioned in the previous paragraph) or if the premium scale or the deductible rules of the tariff change, Zurich may require adjustment of the contract with effect from the following year of insurance. To this end, it must notify you of

the new contractual provisions at the latest 25 days before expiry of the year of insurance. You shall then have the right to terminate the contract either in respect of that part affected by the change or in its entirety at the end of the current year of insurance. In order to be valid, the notice of termination must be received by Zurich no later than the last day of the year of insurance. If you fail to serve notice of termination, you shall be deemed to have consented to the adjustment to the contract.

Explanation of term:

The **gross annual premium** is the premium amount stated in the policy under this heading.

### Refund of premiums

#### Article 7 When do you have the right to claim a premium refund?

If the premium has already been paid in advance for a specific period of insurance, and the contract is canceled prior to the expiration of the said period, Zurich shall refund you the premium in respect of the unexpired period of insurance and forgo any outstanding installments. Zurich reserves the right to offset such refunds against other claims under this contract.

This provision shall not apply if:

- the contract is canceled because the risk no longer exists (total loss),
- you terminate the contract in the event of partial loss within one year of the contract being concluded.

### Premium based on loss experience

#### Article 8 What effect does loss experience have on premiums?

The insurance falls under system G, system I or system Z (see table below). The applicable system, the gross annual premium and the premium rates applicable at the commencement of the insurance shall be stated in the policy.

For the following years of insurance, the premium is calculated as follows:

- in the case of system I according to loss experience,

whereas

- in the case of system G you have a no-claims bonus guarantee (premium rate always remains unchanged irrespective of loss experience). The following provisions accordingly have no validity with respect to system G.

If during a period of observation (which covers 12 months and expires 3 months before the annual premium falls due), during which time the insurance was in force, no claim occurred in respect of which Zurich was liable to pay an indemnity or set aside a reserve (Zurich's own expenses not being taken into account), the premium for the following year of insurance shall be calculated in accordance with the rate immediately lower in the premium scale, unless you have already reached the lowest rate in the scale. If the insurance comes into force less than 6 months prior to the expiry of the current period of observation, the premium rate for the next year of insurance shall remain unchanged.

On the other hand, each claim resulting in an indemnity or a reserve shall entail an upward adjustment by 4 premium rates in the scale in the following year of insurance, but no higher than premium rate 17.

If a claim proves to have no consequences, it shall be deemed not to have occurred and the premium rate shall be adjusted accordingly.

Accidents which occur during the period from the conclusion of the contract to the commencement of the insurance shall be taken into account by subsequent adjustment of the premium rate.

Premium rate system I	% of gross annual premium	Premium rate system I	% of gross annual premium
		7	80
0C	30	8	90
0B	35	9	100
0A	40	10	110
0	45	11	120
1	50	12	130
2	55	13	140
3	60	14	155
4	65	15	170
5	70	16	185
6	75	17	200

System Z:

The premium shall always amount to 100% irrespective of loss experience.

The following shall not be taken into account:

- claims for which an indemnity was payable even though no insured person was in any way to blame (strict liability);
- claims in the case of joyrides, provided the owner is not to blame for the theft of the vehicle;
- claims for which you assume financial responsibility, provided you refund to Zurich the latter's outlays within 30 days of your having obtained knowledge of the settlement.
- collision damage for which the insured person is in no way to blame and for which 100% indemnity has been provided at current market value by the person responsible for the collision or his/her third party liability insurer and the benefits under this policy are restricted to the difference between the current market value and the indemnity for cash value plus supplement or replacement value.

Where there is a change of owner, Zurich shall fix a new premium rate for the contract with effect from the date of the change, and likewise if there is a change in the stated most frequent rider or a change of motorcycle, provided the new motorcycle belongs to a category other than the motorcycle insured prior to this change.

### **Cancellation in the event of a claim**

#### **Article 9 How can the contract be cancelled in the event of a claim?**

Following each claim for which an indemnity is payable, Zurich shall be entitled to cancel the contract not later than upon payment of the indemnity, and you shall be entitled to cancel it not later than 14 days after obtaining knowledge of such a payment.

If Zurich elects to cancel, coverage for the insured person shall cease 14 days after you receive the notice of cancellation.

If you elect to cancel, coverage shall cease upon receipt of the notice of cancellation by Zurich.

### **Interchangeable license plates**

#### **Article 10 How are motorcycles with interchangeable license plates insured?**

If the insurance is concluded for motorcycles which are ridden with interchangeable license plates, it shall apply

- in full, for the motorcycle fitted as prescribed with the interchangeable license plates,
- for other motorcycles not fitted with these plates, only insofar as the accident does not occur on a public road.

If the motorcycles are used simultaneously on public roads and if in such event an accident occurs for which Zurich has to pay an indemnity under the third party liability insurance, it shall have a right of recovery against you and the insured. No coverage shall exist in respect of any other damage.

### **Replacement (substitute) motorcycles**

#### **Article 11 How are replacement (substitute) motorcycles insured?**

If, with the consent of the competent authority, the owner uses, instead of the insured motorcycle, a replacement (substitute) motorcycle of the same category, fitted with the license plates of the insured motorcycle, the third party liability and accident insurance shall apply exclusively to the replacement (substitute) motorcycle. The accidental (physical) damage insurance shall apply to a replacement (substitute) motorcycle of equivalent value and shall remain in force for the replaced motorcycle with the exception of collision damage (Art. 202.1).

If official authorization for use of the replacement (substitute) motorcycle has not been obtained, then Zurich shall not be liable to pay indemnity to the insured.

If the replaced motorcycle is being used again with its own license plates or if the owner ceases to use the replacement (substitute) motorcycle, the insurance of the replacement (substitute) motorcycle shall be canceled.

### **Deposit of license plates**

#### **Article 12 What happens when license plates are deposited?**

If the license plates are deposited with the competent authority on account of the insured motorcycle not being used, the insurance shall be suspended, subject to the exceptions mentioned in the following paragraph, until the license plates are redeemed for the insured motorcycle.

During the suspension, but for a maximum period of 6 months from the deposit of the

license plates, the liability and accidental (physical) damage insurance shall continue to be in force, its scope remaining unchanged (suspension risk); collision and third party liability losses shall, however, only be covered insofar as the accidents did not occur on public roads. Collisions with animals shall not, generally speaking, be insured during the suspension period.

On reinstatement of the contract, the premium which has already been paid for liability, collision accidental damage and accident insurance shall be taken into account proportionally (pro rata temporis and taking the determination of premiums on the basis of loss experience into account). A suspension fee shall be deducted.

### **Consequences of conduct contrary to the terms of the contract**

#### **Article 13 What are the consequences of conduct contrary to the terms of the contract?**

In the event of a violation of the obligations incumbent on you or other insured parties (e.g. Art. 108, 207, 312), Zurich shall no longer be obliged to pay any indemnity. This disadvantage shall not arise if, in the circumstances, the violation is to be regarded as not being anyone's fault. If a premium payment is missed as a result of inability to pay on the part of the premium payer, this shall not be covered by the above clause.

### **Assignment of claims**

#### **Article 14 Can insured indemnities be assigned?**

Without the express consent of Zurich, the rights to the insured indemnities may not be assigned or pledged before they have been finally fixed.

### **Notifications to Zurich**

#### **Article 15 To whom should notices be sent?**

All notices should be forwarded to the agent named on the last policy or premium invoice, or else to the Generaldirektion Schweiz (= Swiss Head Office of Zurich Insurance Company), P.O. Box, 8085 Zurich.

## Place of performance and jurisdiction

### Article 16 What court may be called upon in the event of any disputes?

The obligations under this insurance are to be performed in Switzerland and in Swiss currency.

You or the claimant may elect any of the following as the place of jurisdiction for disputes arising out of this contract:

- Zurich as the head office of Zurich;
- the location of the Zurich branch which has a practical connection to this contract;
- the place of domicile or head office of the policyholder or claimant in Switzerland or the Principality of Liechtenstein, but not in any other foreign country.

## Applicable law

### Article 17 What law applies in addition to these conditions?

In addition, the provisions of the Swiss Federal Law on Insurance contracts shall apply and, with respect to the third party liability insurance, the provisions of the road traffic legislation shall be applicable.

## Obligations relating to the ascertainment of the facts

### Article 18 What are your obligations to assist?

The person subject to the duty of disclosure must provide assistance with investigations relating to the insurance contract such as breaches of the duty of disclosure, increases in risk, the verification of benefits, etc. and provide us with all pertinent information and documentation or obtain such information from third parties for submission to us. Where relevant, he/she must also authorize third parties in writing to release the appropriate information, documentation, etc. to us. We shall also be entitled to carry out its own investigations.

If the person who is subject to the duty of disclosure does not comply with this requirement, we are entitled to withdraw from the insurance contract retroactively within two weeks of the expiry of a four-week extension period to be notified in writing.

The same obligations shall apply to you, insured parties and claimants as to the person subject to the duty of disclosure, and to their representatives, provided that such persons are not the same as the person subject to the duty of disclosure.

## Remuneration

### Article 19 Brokers' commission

If a third party such as a broker represents the interests of the policyholder with regard to the conclusion or management of this insurance contract, Zurich may pay said third party a fee for their activities on the basis of a separate agreement. For further information on this, the policyholder should contact the third party directly.

## Third party liability insurance

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## Object of the insurance

### Article 101 What does the insurance protection cover?

Zurich shall provide insurance coverage for civil law claims which are made against the insured persons by virtue of statutory provisions concerning liability in respect of

Article 101.1

death of or injury to persons (bodily injury),

Article 101.2

destruction of or damage to property (property damage).

Article 101.3

The insurance shall cover personal injury and property damage arising

- through the use of the motorcycle described in the policy and the trailers pulled or vehicles towed by the said motorcycle,
- in the course of a road (traffic) accident caused by these vehicles when they are not in use,
- as a result of assistance given after accidents in which these vehicles were involved.

The liability of the insured persons in respect of unhitched trailers pursuant to Art. 2 of the Swiss Road Traffic Insurance Ordinance shall also be covered.

Zurich shall further provide insurance coverage for civil law claims made against the insured persons arising out of accidents when mounting or dismounting the motorcycle as well as when hitching up or unhitching a trailer or towed vehicle.

Where, because of an unforeseen event, the occurrence of an insured loss is immediately imminent, the insurance shall also cover any costs incurred by an insured person in taking appropriate measures to avert this danger (loss prevention costs).

## Insured persons

### Article 102

#### Which persons are insured?

The owner and the persons for whom he/she is responsible according to road traffic legislation shall be insured within the meaning of Art. 101.

## Insurance benefits

### Article 103

#### For what claims does Zurich provide indemnity?

The insurance shall cover the settlement of justified claims and the rebuttal of unjustified claims.

The indemnities payable by Zurich shall be limited to the insured sums stipulated in the policy, including any interest on the loss or damage, lawyers' fees and court costs without prejudice to the injured party's rights.

#### Coverage for damage caused by fire, explosion, or nuclear energy and for loss prevention costs

### Article 104

#### For which losses do lower maximum indemnities apply?

Provided the maximum indemnity payable by Zurich is fixed at more than CHF 5 million, the amount of the indemnity payable by Zurich for any bodily injury and property damage caused by fire, explosion or nuclear energy – subject to Art. 106.4 – as well as for the cost of loss prevention measures, shall be limited to a total of CHF 5 million per loss event, including any interest on the loss or damage, lawyers' fees and court costs without prejudice to the injured party's rights.

If a higher level of coverage is prescribed by Swiss road traffic legislation, such higher coverage shall apply and shall also be deemed to be the maximum indemnity payable by Zurich as described above.

## Deductibles

### Article 105

#### What deductibles apply?

The deductible set down in the policy shall apply for each loss for which Zurich is required to pay indemnity. It shall be payable by you.

#### Article 105.1

##### Young riders

The deductible agreed for young riders shall apply if the rider of the vehicle is under 25 years of age at the time of the accident.

#### Article 105.2

##### New riders aged over 25

The deductible agreed for new riders shall apply if the rider of the vehicle is over the age of 25 at the time of the accident and has held a license authorizing him to ride the insured motorcycle for less than two years. The learner's permit is not considered to be a license as described above and will not be taken into account when calculating the two-year period.

#### Article 105.3

##### Other riders

The deductible agreed for other riders shall apply if the rider of the vehicle is over the age of 25 at the time of the accident and has held a license authorizing him to ride the insured motorcycle for at least two years.

#### Article 105.4

If a deductible to be borne by you was agreed upon and Zurich effected a direct settlement of the injured party's claims, then, notwithstanding Art. 105.5 below, you shall refund to Zurich the indemnity paid by it up to the amount of the deductible agreed upon, irrespective of who was riding the motorcycle at the time of the accident. If you do not pay, as you are obliged to do, within 4 weeks of notification by Zurich, you shall be requested in writing, being reminded at the same time of the consequences of a default, to make payment within 14 days of dispatch of the reminder. If the reminder is ineffective, the insurance shall cease in its entirety on expiration of the reminder period. Moreover, Zurich's right to demand payment of the deductible and the costs for demanding payment of the deductible, as well as enforcing any other indemnity claim, shall not be affected hereby.

#### Article 105.5

No deductible shall have to be borne if the indemnity was payable although no insured person was in any way to blame (strict liability), or for claims

- in the case of joyrides, provided the owner is not to blame for the theft of the vehicle,

- during driving lessons given by an officially recognized driving instructor,
- during an official driving test.

## Limitations of the scope of insurance

### Article 106

#### In which instances does no insurance coverage apply?

The insurance shall not apply, subject to the final paragraph hereunder, to:

#### Article 106.1

claims in respect of property damage caused by the owner, his/her spouse, his/her relatives in the ascending and descending lines, as well as his/her siblings residing in a common household with the owner;

#### Article 106.2

claims in respect of loss of or damage to the insured motorcycle, trailers, vehicles being towed or pushed, as well as loss of or damage to other items attached to or conveyed in these vehicles, with the exception of items which the injured party has with him/her, in particular luggage and similar effects;

#### Article 106.3

claims made by injured parties arising from accidents which occur abroad in the course of motor races, rallies and similar competitions, as well as any driving on a racetrack. However, in the case of sporting events of such a nature in Switzerland and the Principality of Liechtenstein, claims by third parties within the meaning of Art. 72, para. 4 of the Swiss Road Traffic Act shall only be excluded if the insurance prescribed by law was effected in respect of the sporting event in question;

#### Article 106.4

claims arising out of damages for which liability is subject to the legislation on nuclear energy;

#### Article 106.5

the liability of any rider of the motorcycle who is not in possession of the license required by law, as well as of any rider in possession of a learner's license, who rides without being accompanied as prescribed by law; furthermore, the liability of persons who entrust the insured motorcycle to such a rider although they know or could have known, had they conscientiously taken care, that he/she is not in possession of the required license or that he/she is riding without being accompanied as required by

law or transporting other persons illegally;

#### Article 106.6

in the case of joyrides: the liability of persons who have taken the insured motorcycle for their own use without permission and the liability of any driver who, at the start of the trip, knew or could have known, had he/she conscientiously taken care, that the motorcycle had been taken for the said purpose without permission;

#### Article 106.7

the liability arising out of any trip not officially allowed and the liability of persons who have used the motorcycle entrusted to them for trips which they were not authorized to make;

#### Article 106.8

subject to mutual agreement, the liability arising out of the transportation of dangerous loads within the meaning of the Swiss Road Traffic Act, as well as the liability arising out of the use of the motorcycle for the commercial transportation of persons or commercial hiring out to self-drivers. Any such transportation or hiring out shall be deemed to be commercial in nature if an official license is required for such use.

#### Article 106.9

Claims arising from insured events that are caused with intent or with indirect intent.

The restrictions under Art. 106.5 to 106.9 above cannot be cited in rebuttals to the injured party unless the legal provisions permit such restrictions.

### Recovery

#### Article 107

##### When can Zurich effect recovery?

Zurich shall have, up to the amount of its indemnities, including lawyers' fees and court costs paid by it, a right of recovery against you and the insured parties, insofar as it is entitled under this contract, the Swiss Road Traffic Act or the Swiss Federal Law on Insurance Contracts to refuse or reduce its indemnities, for example, on account of the restrictions to the scope of insurance according to the preceding Art. 106.5 – 106.9, simultaneous use in public traffic of motorcycles insured with interchangeable license plates, use of the replacement (substitute) motorcycle against the law or contrary to the terms of the contract, conduct contrary to the terms of the contract in the event of a claim or in the event that the insured event is caused by gross negligence.

If Liability Plus supplementary insurance has been arranged, Zurich shall waive its right of recovery due to it from you or the insured parties under Art. 65 para. 3 of the Swiss Road Traffic Act (SVG) on grounds of having caused the insured event through gross negligence as defined in Art. 14.2 para. 2 and 3 of the Swiss Federal Law on Insurance Contracts (VVG/LCA), with the exception of cases in which the rider caused the accident while under the influence of alcohol of drugs or due to misuse of medication, and cases where the accident was caused with intent or with indirect intent.

Zurich may also effect recovery against you or the insured parties if, by virtue of the "Green Card" (international motor insurance certificate) or another international agreement taking its place, and of foreign compulsory insurance laws, it still has to pay indemnities after the expiry of the insurance.

### Obligations in the event of a claim

#### Article 108

##### What precautions are to be taken in the event of a claim?

The insured must notify the loss event to Zurich immediately in writing if:

- its consequences may be likely to involve the insurance;
- liability claims are made against him/her in connection with this event, whether judicially or extrajudicially, or if criminal proceedings are instituted against him/her or he/she is fined.

The claim notification may be sent in writing using the claim form or made by telephone. Zurich's toll-free number stated in the policy is available to you for telephone claims and emergency notifications and for the arrangement of vehicle inspections.

Zurich shall have the right to require a written claim notification to be sent for loss events which have already been notified by telephone.

Fatal accidents are to be notified to Zurich, stating your name and place of residence, the policy number, the name and place of residence of the injured party, the date of the accident and the place where the accident occurred (if necessary by telegram, telephone or fax), in sufficient time for Zurich, if necessary, to arrange for a post mortem at its own expense before the burial.

Zurich shall conduct negotiations with the injured party at its own discretion, either as the representative of the insured or in its own name. In the event of accidents in foreign countries, Zurich shall be entitled to entrust the authorities, competent by virtue of the "Green Card" or another international agreement in its stead, and by virtue of foreign compulsory insurance laws, with the handling of the injured party's claims. The settlement of the injured party's claim by Zurich or its representative abroad shall be binding for you in all cases.

The insured shall assist Zurich in ascertaining the facts and refrain from giving any opinion of their own on the injured party's claims (contractual fidelity). In particular, they shall neither admit liability claims nor make any payments to the injured party; furthermore, they shall leave the conduct of any civil lawsuit to Zurich.

## Accidental (physical) damage insurance

Edition 01/2006

### Scope of the insurance

#### Article 201 What does the insurance protection cover?

The insurance shall cover damage caused against your will and the will of the rider to the insured motorcycle, as well as to spare parts, accessories and integral equipment fitted as standard.

The following are not considered to be accessories: helmets, goggles, gloves, motorcycle boots, and other items of clothing.

Accessories and devices which may also be used independently of the motorcycle, such as telephones, walkie-talkies, etc. shall not be covered by the insurance. However, navigational devices shall be covered by the insurance. Trailers shall only be insured on the basis of a special agreement.

Sound, image and data carriers, such as audio or video cassettes, compact discs, etc., which may be used independently of the vehicle, shall also be excluded from the insurance.

Equipment and accessories which do not form part of the standard production equipment and which are purchased at extra charge shall also be insured – without any special stipulation – up to a maximum amount of 10% of the catalog price of the declared motorcycle.

Depending on what is agreed, the insurance shall apply as comprehensive or partial accidental damage insurance.

The following are insured:

under comprehensive accidental damage insurance

- Art. 202.1 to 202.8

under partial accidental damage insurance

- Art. 202.2 to 202.8

as supplementary insurances

- Art. 202.9 to 202.10

The insurance shall apply to damage to the motorcycle while moving, while stationary or in the course of transport by sea or on land.

### Insured events

#### Article 202 What events are insured?

The agreed insurance cover is set out in the policy.

Article 202.1  
Collision damage and Collision Plus (see Art. 203.9 below)

This shall include damage caused by sudden violent, external means, i.e. in particular damage caused by impact, collision, overturning, falling, sinking in, even if the damage is the consequence of damage due to the operation of the vehicle, breakage or wear and tear; likewise, damage caused by willful or malicious acts of third parties, unless insured under Art. 202.7.

Article 202.2  
Glass breakage

This shall be understood to mean breakage of parts of the motorcycle which are made of glass or artificial materials which serve as glass.

There shall be no compensation under glass breakage if the total repair costs (glass and other repair costs) equal or exceed the actual cash value of the insured motorcycle.

Article 202.3  
Loss or damage resulting from theft

This shall include loss, destruction of or damage to the motorcycle as a result of actual theft, taking for one's own use without permission or robbery within the meaning of the rules of criminal law. This list is definitive.

The insurance shall also cover damage caused to the motorcycle in the course of an attempted theft or attempted taking for one's own use without permission, or an attempted robbery. In the event of a loss, see Art. 207.

Article 202.4  
Loss or damage caused by fire

This shall include fire damage, irrespective of whether the cause is internal or external as well as damage caused by short circuit, explosion and lightning. Damage to electronic and electrical instruments and components is, however, only insured if the cause is not a result of an internal defect. Damage caused to the motorcycle while the fire is being extinguished shall also be covered. Damage due to scorching is not insured, however.

Fire damage shall only be covered during the first year of operation insofar as you cannot make any claims under the warranty from the vendor or supplier.

Article 202.5  
Loss or damage due to natural hazards

This shall be deemed to be loss or damage as a direct consequence of rockslides, falling stones, landslides, avalanches, snow pressure, snowslides (snow or ice falling on the motorcycle), storm (= wind of a velocity of at least 75 kilometers per hour which uproots trees and blows the roofs off buildings in the vicinity of the insured motorcycle), hail, high water and floods, all other loss or damage caused by natural hazards being excluded. Loss events caused by falling aircraft such as airplanes, spacecraft, rockets or parts thereof shall also be included in the coverage.

Article 202.6  
Damage caused by animals

This shall be understood to mean damage caused by collision between the insured motorcycle and animals on a public road. In the event of a loss, see Art. 207. Damage caused by evasive maneuvers shall not be considered to be damage caused by animals, but will be deemed to be collision damage as described in Art. 202.1.

Article 202.7  
Damage caused by willful or malicious acts of third parties (vandalism)

Such loss or damage shall be understood to mean the willful or malicious breaking off of antennas, rearview mirrors or trim, puncturing tires and pouring damaging matter into the fuel tank. This list is definitive.

Article 202.8  
Damage caused by martens

Damage caused by the gnawing of marten bites (including consequential damage) may be included in the insurance on the basis of a special agreement.

Article 202.9  
Loss or damage caused while parked

Damage caused to the parked motorcycle by unknown third parties may be included in the insurance on the basis of a special agreement. The following are not considered to be parking damage: scratches to paintwork made with sharp objects, and damage to decorative stickers.

#### Article 202.10

##### Damage caused by scratching

Damage caused by scratches to paintwork made with sharp objects and damage to decorative stickers by unknown third parties may be included in the insurance on the basis of a special agreement.

### Uninsured damages

#### Article 203

##### What losses are not covered?

#### Article 203.1

Insured events that are caused with intent or with indirect intent.

#### Article 203.2

Loss or damage due to motorcycle operation, breakage and wear and tear, in particular also breakage of springs caused by shocks sustained by the motorcycle on the road or losses caused by the loaded goods (except after a collision event insured under Art. 202.1); damage due to lack of oil; damage due to lack of or freezing of the coolant; damage affecting exclusively the tires or the batteries;

#### Article 203.3

Loss or damage caused while the motorcycle is being ridden by a rider who is not in possession of the license required by law or a rider in possession of a learner's license, who rides without being accompanied as prescribed by law, provided you were aware of this infringement or could have been aware of it, had you conscientiously taken care;

#### Article 203.4

Unless otherwise agreed in the policy, damages arising while the motorcycle is being used for the commercial transportation of persons or commercial hiring out to self-drivers.

#### Article 203.5

Loss or damage as a result of warlike events, violations of neutrality, revolution, rebellion, insurrection and the measures taken against them, as well as in the event of earthquakes, volcanic eruptions or changes in the structure of the atomic nucleus, insofar as you do not prove that the loss or damage is in no way connected with these events;

#### Article 203.6

Loss or damage in the event of civil commotion (acts of violence against persons or objects at riotous assemblies, riots or disturbances) and the measures taken against them, unless you can satisfactorily show that you or the rider have taken reasonable precautions to prevent the damage;

#### Article 203.7

Loss or damage which occurs while the motorcycle is requisitioned by the authorities and while taking part in motor races, rallies and similar competitions, as well as any riding on racetracks. However, the insurance shall cover competitions involving navigational, cross-country and technical driving skills;

#### Article 203.8

Depreciation in value, reduced power or serviceability of the motorcycle as well as loss of use.

#### Article 203.9

If Collision Plus supplementary insurance has been arranged, Zurich shall waive its right to reduce its indemnity on the grounds of the insured event having been caused through gross negligence on the part of the insured person as defined in Art. 14 paras. 2 and 3 of the Swiss Federal Law on Insurance Contracts (VVG). This waiver shall not apply in cases where the rider of the motorcycle has caused the insured event while under the influence of alcohol or drugs or due to misuse of medication, and cases where the insured event was caused with intent or with indirect intent.

#### Article 203.10

Damage arising as a result of theft, if the motorcycle was kept outside or in an unlocked room without a steering wheel lock or an additional motorcycle lock.

### Insurance benefits

#### Article 204

##### What does Zurich pay in the event of a loss?

#### Article 204.1

Zurich shall pay the cost of the repairs as well as the cost of recovering and towing the vehicle to the nearest garage where the necessary repairs can be carried out. Garaging charges are included in the insurance up to a maximum of CHF 500.

If lack of maintenance, wear and tear or pre-existing damage have raised the cost of the repairs substantially or if, as a result of the repairs, the condition of the motorcycle

has improved considerably, you shall bear a fair share of these costs to be determined by experts.

In the event of an insured loss or damage, Zurich shall pay the amount of customs duty for which you may be held liable. In the event of an insured occurrence abroad, Zurich will also assume:

- the costs arising for the driver and passengers of the insured motorcycle as a result of the insured event for overnight accommodation and the return journey to the place of residence with another method of transport;
- the costs of return transport of the motorcycle to the place of residence if you are unable to bring back the motorcycle yourself;
- the cost of a replacement motorcycle.

Zurich's benefits for the costs listed above shall be limited to a total of CHF 1,000.- per insured event.

#### Article 204.2

##### Cash value plus supplement coverage

If the cost of the repairs reaches or exceeds:

- in the first two years of service, 65% of the indemnity in accordance with the table set out below,
- after more than two years of service, the actual value of the motorcycle at the time of the insured event (actual cash value);

or

- if the missing motorcycle is not recovered within 30 days,

Zurich shall pay the following indemnity (cash value plus supplement):

Year of service	Maximum indemnity as a % of the catalog price or of the declared new replacement value
In 1st year	95 – 90%
In 2nd year	90 – 80%
In 3rd year	80 – 70%
In 4th year	70 – 60%
In 5th year	60 – 50%
In 6th year	50 – 45%
In 7th year	45 – 40%
In 8th year or more	Replacement value

If the indemnity exceeds the price which was paid for the motorcycle and/or the insured accessories, coverage shall extend to no more than the price paid and to no less than the replacement value. If the replacement value is higher than the original catalog price or new value, or the maximum indemnity specified in the policy, then the latter shall apply as a maximum indemnity. An agreed deductible and the value of the wreck shall be deducted from the maximum indemnity or replacement value.

These conditions shall also apply accordingly to individual items of equipment and accessories.

Burst tires shall be indemnified on the basis of their degree of wear.

Article 204.3  
Explanations of terminology

A **year of service** shall be the 12-month period calculated from the date on which the vehicle was first put on the road. The time which has elapsed within a year of service up to the time of occurrence of the loss shall be calculated on a pro rata basis.

The **catalog price** shall be the official list price valid in Switzerland at the time the motorcycle is manufactured. If no such price exists (e.g. in the case of special production models), then the price paid for the motorcycle and/or the insured accessories when it/they came out of the factory shall be decisive.

The **replacement value** shall be the amount which has to be spent on the valuation date in order to purchase an equivalent motorcycle and/or equivalent insured accessories of equal value, officially tested within the last 12 months.

The **cash value** shall be the amount which can be realized for sale of the undamaged motorcycle, the supplementary equipment and accessories at the time of the insured event, taking into account the period of service, the number of miles driven, the saleability and the condition of the vehicle.

If no agreement can be reached regarding determination of the replacement or cash value, then the valuation guidelines for road vehicles and trailers of the Swiss Association of Neutral Freelance Vehicle Loss Adjusters (vffs) shall be used.

## Motorcycle wrecks

### Article 205 What happens to the wreck of the motorcycle or article?

The indemnity shall always be reduced by the value of the wreck (i.e. the unrepaired motorcycle or article). If this value is not deducted from the maximum indemnity, then the wreck or the motorcycle or article shall become the property of Zurich when the payment is made.

If compensation for a lost motorcycle or lost article has been paid, then the rights of ownership shall pass to Zurich.

## Deductibles

### Article 206 What deductibles apply?

The policy lists the events for which you are required to pay a deductible. This remains subject to the provisions of Art. 207.3.

The agreed deductible shall apply to each and every loss.

In the event of collision damage for which the insured person was in no way to blame and a liable third party or their insurer has indemnified 100% of the claim, the contractual deductible shall not apply.

## Obligations in the event of a claim

### Article 207 What precautions are to be taken in the event of a claim?

Article 207.1  
After the occurrence of an insured event for which indemnity may be claimed, you are obliged to notify Zurich immediately. If this notification is submitted more than 15 days after the insured event or only after the damaged motorcycle has been repaired, then all benefits paid by Zurich shall lapse.

Article 207.2  
You must moreover notify the police without delay and, at the request of Zurich, bring a charge against the thief:

- in the event of theft of the motorcycle. If a missing motorcycle is recovered within 30 days of Zurich receiving notification of the theft, you must take it back after the repairs, if any, have been carried out at Zurich's expense.

## Article 207.3

In the event of collisions with animals, you or the driver must immediately ensure that public authorities, such as the police, gamekeepers, etc., draw up a report on the circumstances of the accident or that the animal owner confirms the occurrence. In the event that you fail to do this, Zurich will only indemnify the claim if collision damage is included in the insurance, with the agreed deductible for collision damage as described in Art. 202.1 being deducted and the premium rate being increased as described in Art. 8.

## Accident insurance

Edition 01/2006

### Insured persons

#### Article 301 Which persons are insured?

Article 301.1

The persons stated in the policy are insured.

Article 301.2

Persons who render assistance at accidents or breakdowns to users of the insured motorcycle (hereinafter referred to as "accident and breakdown helpers"), excluding, however, persons who render such assistance in performance of their professional activities or in an official function (such as police, paramedics, employees of the automotive industry, highway patrolmen, etc.), shall also be insured.

Article 301.3

The insurance shall not cover persons who use the motorcycle without authorization and persons who are not transported using the legally permitted seats.

### Insured accidents

#### Article 302 What accidents are insured?

Coverage shall apply in respect of accidents:

Article 302.1

in which the insured persons are involved during use of the insured motorcycle:

- while they are on the motorcycle itself or while getting on or off it,
- while, following an accident or breakdown of the insured motorcycle, they are giving assistance to its users, as well as, in general, in the course of working on the motorcycle while it is on the road,
- while they are giving assistance during the journey, to other persons who have met with an accident or a breakdown;

Article 302.2

in which the insured accident and breakdown helpers (Art. 301.2) are involved while they are giving assistance.

### Definition of an accident

#### Article 303 What shall be considered an accident?

Any bodily injury which the insured person sustains involuntarily by sudden external violent means affecting him/her shall be deemed to be an accident within the meaning of this insurance.

Equivalent to accidents shall be:

- impairment of health by involuntary inhalation of any gas, fumes or vapors;
- the following kinds of impairment of health, provided the insured person sustains them involuntarily: strains and lacerations of muscles as a result of a sudden physical effort of the insured; frostbite, drowning, heat-stroke, sunstroke, as well as impairment of health by ultraviolet rays, with the exception of sunburn.

### Not considered to be accidents

#### Article 304 What shall not be considered an accident?

Illnesses of any kind; impairment of health by medical measures which are not necessitated by an insured accident; suicide and self-mutilation or attempted suicide and attempted self-mutilation even if such acts are committed in a state of impaired judgment; impairment of health caused by the effect of ionizing rays of whatever kind, in particular also by changes in the structure of the atomic nucleus.

### Uninsured accidents

#### Article 305 What accidents are not insured?

The insurance shall not apply to accidents:

Article 305.1

as a result of warlike events

- in Switzerland,
- in foreign countries, unless the accident occurs within 14 days after such events took place for the first time in the country in which the insured person is staying, and provided he/she was taken unawares there by the outbreak of warlike actions;

Article 305.2

caused by riots or civil commotions of whatever kind and the measures taken against them, unless the claimant proves

that the insured person was not engaged on the side of the troublemakers, either actively or as an agitator;

Article 305.3

caused by earthquakes in Switzerland;

Article 305.4

while deliberately committing crimes and offenses or while attempting to do so;

Article 305.5

while taking part in motor races, rallies and similar competitions, as well as while driving on racetracks; however, the insurance shall cover competitions involving navigational, cross-country and technical driving skills;

Article 305.6

while the vehicle is requisitioned by the authorities;

Article 305.7

while the motorcycle is being ridden by a rider who is not in possession of the license required by law, or by a rider in possession of a learner's license who is riding without being accompanied as prescribed by law, provided the insured was aware of this infringement or could have been aware of it, had he/she conscientiously taken care.

Article 305.8

Accidents which occur while the vehicle is being used for the commercial transportation of persons or commercial hiring out to self-drivers shall not be covered, unless otherwise agreed in the policy. Hiring out shall be deemed to be commercial in nature if an official license is required for such use. Transportation of persons shall be deemed to be commercial in nature if the motorcycle keeper earns a continuous income by means of frequently repeated transportation of passengers in return for payment.

### Insurance benefits

#### Article 306 How are the benefits determined?

Article 306.1

in the event of death

If an insured person dies as a result of an accident, Zurich shall pay the sum insured in the event of death to the following persons entitled to claim successively:

1. the spouse,
2. the children, in equal shares. Children who, at the time of the accident, were taken in without charge for permanent care and education by the insured person shall also be deemed equal;

3. the parents, in equal shares,
4. the grandparents, in equal shares,
5. the brothers and sisters, in equal shares; in the absence of one of them, the latter's share shall pass to his/her children.

Each person or group of persons enumerated under para. 2–5 above shall be excluded by the existence of any preceding person or group of persons respectively. However, you may, by giving written notice to Zurich or by a disposition mortis causa, designate beneficiaries to your insurance entitlements. If you do not take advantage of this option, and there are no such surviving relatives, only the funeral expenses shall be paid, up to an amount not exceeding 10% of the sum insured in the event of death. For insured persons who, at the time of the accident, have not yet reached the age of 15, the death benefit may not exceed CHF 15,000.–.

Article 306.2  
in the event of disability

1. If the accident results in presumably permanent disability of an insured person, Zurich shall pay the sum insured in the event of disability, namely, in the event of total disability, the whole sum insured, and in the event of partial disability, a part of the sum insured corresponding to the degree of such disability.
2. The loss of both arms or hands, of both legs or feet, the loss of one arm or one hand together with one leg or one foot, total paralysis, incurable mental derangement whereby the earning of a living is rendered impossible, total loss of eyesight, shall be deemed to constitute total disability.
3. In the event of partial disability, the following percentages of total disability shall be binding:
 

loss of sight in one eye:	30%
loss of sight in one eye, if the sight in the other eye was already totally lost prior to the insured accident	70%
loss of hearing in both ears	60%
loss of hearing in one ear	15%
loss of hearing in one ear, if the hearing in the other ear was already totally lost prior to the insured accident	45%

loss of one arm at or above the elbow joint (including the hand and fingers) 70%

loss of one forearm below the elbow joint or of one hand (including the fingers) 60%

loss of one thumb 20%

loss of one index finger 12%

loss of one of the other fingers 5%

loss of one leg at or above the knee joint (including the foot) 60%

loss of one leg below the knee joint (including the foot) 50%

loss of one foot 40%

Permanent consequences resulting from cervical spinal cord injuries:

Maximum:

- slight accident 15%
- moderate accident 33 1/3%
- serious accident 50%

Total loss of use of limbs or organs shall be deemed to be equivalent to their loss.

If the loss or loss of use is only partial, a correspondingly lower degree of disability shall apply.

For cases not listed above, the degree of disability shall be determined based on a physician's conclusions and the percentage rates above.

In the event of simultaneous loss or loss of use of several parts of the body due to the same accident, the degree of disability will generally be determined by adding together the percentage rates; however, it may never exceed 100%.

4. Worsening of the consequences of the accident due to pre-existing physical defects shall not entitle a person to a higher benefit than the benefit which would have been payable had the person meeting with the accident been physically intact.

If any parts of the body were already totally or partially lost or could not be used at all or only partially prior to the accident, the degree of pre-existing disability ascertained according to the aforementioned rules shall be deducted when the degree of disability is determined.

The preceding para. 3 concerning the loss of sight and hearing shall not be affected hereby.

5. The degree of disability shall be determined in accordance with the insured's state of health only once it has been diagnosed as presumably permanent, however, not later than 5 years after the accident.

6. Benefit as a percentage of the sum insured:

Degr. disab.	Bene-fit	Degr. disab.	Bene-fit	Degr. disab.	Bene-fit
Over 50	100	34	84	17	51
50	100	33	83	16	48
49	99	32	82	15	45
48	98	31	81	14	42
47	97	30	80	13	39
46	96	29	79	12	36
45	95	28	78	11	33
44	94	27	77	10	30
43	93	26	76	9	27
42	92	25	75	8	24
41	91	24	72	7	21
40	90	23	69	6	18
39	89	22	66	5	15
38	88	21	63	4	12
37	87	20	60	3	9
36	86	19	57	2	6
35	85	18	54	1	3

7. If an insured person has reached the age of 65 at the time of the accident, he/she will be paid a lifelong pension instead of the lump-sum payment (para. 1 above). The amount of this pension will depend on the age at commencement of the payment, and will be calculated on the basis of the pension table set out below. The pension will commence as soon as the degree of disability has been determined and any daily allowance payments have ceased. It will be paid monthly in advance.

Pension table			
Annual pension per CHF 1,000.– capital:			
Age	CHF	Age	CHF
66	97.–	72	126.–
67	101.–	73	132.–
68	105.–	74	139.–
69	110.–	75	146.–
70	115.–	Over 75	180.–
71	120.–		

8. If, due to the consequences of an insured accident, construction measures have to be carried out at the permanent residence in Switzerland of a person who is insured pursuant to Art. 301.1, Zurich will assume these costs up to 10% of the contractually agreed sum insured for the disability, but at most CHF 20,000.– per person.

The lump-sum death benefit owed in accordance with Art. 306.1 or the lump-sum disability benefit owed in accordance with Art. 306.2 will be reduced by the amount of the benefits already provided. If a pension is to be paid instead of a lump sum (as per para. 7 above), conversion to a pension will take place on the basis of the reduced lump sum.

#### Article 306.3 for the daily allowance

For the period of necessary treatment by a physician, but no longer than until payment of any disability indemnity and at most for 730 days over 5 years since the date of the accident, Zurich will pay the agreed daily allowance to the insured person, including for Sundays and public holidays, from the agreed date of the accident.

This allowance will be paid in full for as long as the insured person is totally incapable of working, and will be paid proportionally if and for as long as the insured person is partially incapable of working.

As regards insured persons who at the time of the incapacity to work are aged 15 to 18, Zurich shall pay one-half of the allowance mentioned in the preceding para. 1. Juveniles under the age of 15 shall receive no daily allowance.

#### Article 306.4 for the daily hospital allowance

Zurich will pay the agreed daily hospital allowance for the period of a necessary hospital stay, but at most for 730 days within a period of 5 years since the date of the accident; as appropriate, this allowance will be paid in addition to the daily allowance described in Art. 306.3 above and in addition to reimbursement of medical expenses as described in Art. 306.5 below. A hospital is defined as any institution which only admits persons who are sick or have had an accident, and which is supervised by a registered physician. Furthermore, Zurich will pay the daily hospital allowance as outlined above for the duration of health cures ordered by a physician which are taken in a specialized establishment with the consent of Zurich.

#### Article 306.5 for medical expenses

If medical expenses are covered by the insurance, Zurich shall assume the costs listed in para. 1–5 below insofar as they arise within 5 years of the date of the accident:

1. necessary expenses for treatment carried out or ordered by a registered physician or dentist, as well as hospital costs and expenses for treatment, board and lodging in the event of health cures ordered by a physician which are taken in a specialized establishment with the consent of Zurich,
2. the daily allowance deduction for maintenance costs in a sanatorium as provided for in the Swiss Federal Law on Accident Insurance (UVG),
3. for the duration of the treatment, in accordance with para. 1 above: the cost of the services of qualified nursing staff or nursing staff provided by a public or private institution, and costs for the rental of patient aids,
4. the cost of the initial purchase of prostheses, spectacles, hearing aids and orthopedic aids and also of their repair or replacement (value as new), if they were damaged or destroyed in the event of an occurrence resulting in medical treatment as described in para. 1 above,
5. the costs of:
  - all transportation of the insured person necessitated by the accident; however, transportation by aircraft only if this unavoidable for medical or technical reasons,
  - rescue operations, not occasioned by sickness, for the benefit of the insured person,
  - operations to recover the body/bodies, provided that death occurred as a consequence of an insured accident,
  - search operations with a view to saving the insured person or recovering the body, up to a maximum of CHF 10,000.– per insured person.

If so requested, Zurich shall provide a guarantee for payment of costs and charges listed in para. 1 to 5 above.

Zurich will pay the insured persons for the costs of cleaning, repair or – if necessary – replacement of the clothing worn by them at the time of the accident, provided such clothing was damaged in connection with an insured personal injury, up to CHF 500 per person without extra charge. The part of the costs exceeding this amount may be included in the insurance on payment of an additional premium.

This insurance contract does not provide cover for medical expenses which are covered by mandatory health insurance benefits under the KVG. Nor does the insurance cover any deductibles and excesses from a mandatory health insurance contract under the KVG.

If the insured person is also entitled to benefits under the Swiss Federal Law on Accident Insurance (UVG) and its related ordinances, Swiss Military Insurance (MV) or Federal Disability Insurance (IV), or if such benefits have been paid by another party liable under third party liability, Zurich will supplement these benefits up to the amount of the medical expenses incurred. Zurich will not pay any more than the costs described above. This provision is also applicable to insurance institutions with their registered office in the Principality of Liechtenstein and all other countries.

Where a number of insurances exist with an insurer in respect of medical expenses, and/or supplementary insurances in accordance with the Swiss Federal Law on Insurance Contracts (VVG) exist with health insurance providers, the insured costs under this contract will only be paid proportionally to the benefits guaranteed by all the insurers involved together. Any insurance in force with an insurer in accordance with the Swiss Federal Law on Accident Insurance (UVG) shall not be taken into consideration, however.

Article 306.6  
"Rooming-in" costs

In the event that an insured child suffers an accident, Zurich will pay the costs for a family member to stay in the same hospital, in accordance with the conditions set out below, provided that this is recommended by a physician.

During the "rooming-in" period, Zurich will also pay the insured daily allowance for each day of that person's stay.

Zurich will provide these benefits for a maximum of 30 days per hospital stay, but at most for 120 days for all necessary hospital stays together over a period of 5 years.

"Rooming-in" costs will not be covered for:

- stays by children who have reached the age of 16;
- stays by physically or mentally disabled children who have reached the age of 20;
- cures.

Article 306.7  
Safety clothing

Damage to safety clothing may be included in the insurance on the basis of a special agreement. Zurich will pay the costs of cleaning, professional repair or, if required, replacement (at current replacement cost) of safety clothing worn by the insured persons including helmets, footwear and gloves if such clothing has been damaged in connection with an insured personal injury as defined in Art. 302-305, up to the maximum amount specified in the policy per person and per accident.

### Insurance benefits for accident and breakdown helpers

#### Article 307

##### What benefits are insured for accident and breakdown helpers?

Irrespective of the benefits agreed for the insured passengers, accident and breakdown helpers (Art. 301.2) shall be insured, per person, as follows:

in the event of death  
(Art. 306.1) CHF 30'000.–

in the event of disability  
(Art. 306.2) CHF 60'000.–

daily allowance  
(Art. 306.3) CHF 25.–

daily hospital allowance  
(Art. 306.4) CHF 25.–

Medical expenses as per Art. 306.5

### Contributory effect of illnesses

#### Article 308

##### How are benefits determined if illnesses have contributed to the consequences of the accident?

If the consequences of the accident have been made considerably worse by existing illness or illnesses arising subsequently but not caused by the accident, only a proportion of the indemnity will be paid, corresponding to the proportion of the accident estimated as equitable by the medical expert. However, this restriction shall not apply to the insurance of medical expenses.

### Increase in risk

#### Article 309

##### How are benefits reduced in the case of an overloaded motorcycle?

If, at the time of an accident, the number of motorcycle users is greater than the number of seats declared in the vehicle registration document, indemnity payments in the event of death and disability shall be made in the same proportion as the number of seats to the number of passengers.

### Gross negligence

#### Article 310

##### What applies in the event of gross negligence?

If the rider of the motorcycle has caused the insured event through gross negligence, Zurich will waive any reduction of insurance benefits for passengers and helpers at the scene of an accident or breakdown.

### Offsetting against liability claims

#### Article 311

##### How do these benefits stand in relation to third party liability insurance?

#### Article 311.1

The benefits due from Zurich under the insurance for death, disability, daily allowance and daily hospital allowance shall be paid out – subject to Art. 311.2 – in addition to the benefits due under the third party liability insurance.

#### Article 311.2

The benefits from Zurich shall be offset against any third party liability claims of the insured person if the owner or driver of the vehicle is required to pay such liability claims himself/herself (e.g. as a result of recovery). In addition, benefits for funeral expenses, medical expenses, rooming-in costs and the costs of structural measures will also be offset against liability claims.

### Obligations in the event of a claim

#### Article 312

##### What precautions are to be taken in the event of a claim?

After the occurrence of an accident, Zurich must be notified in writing without delay.

Fatal accidents are to be notified to Zurich, in sufficient time (if necessary by telegram, telephone or fax) so that Zurich can, if necessary, arrange for a post mortem at its own expense before the burial.

After the accident a registered physician should be consulted as soon as possible and appropriate treatment arranged. Furthermore, the insured person or the claimant must do everything in their power to help clarify the accident and its consequences; in particular, the insured person shall ensure that any attending physicians are released from their duty of confidentiality in relation to Zurich and shall consent to examination by physicians appointed by Zurich; in the event of death, the surviving claimants must give their consent to a post-mortem examination, if there may have been other causes of death apart from the accident.