











# Simpego Home household insurance

General Terms and Conditions (T&Cs) Issued October 2021

# Applies to:

- Home contents insurance
- Personal liability insurance
- **Buildings insurance**
- 24h home assistance
- Gross negligence
- Accident insurance
- Unemployment

# **Translation**

In case of disputes or unclear translations, the original German text shall be decisive. The English text does not alter the original German text in either a positive or negative sense.













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# A.1 Scope of the contract

The insurance cover options that have been taken out are listed in the insurance contract. The scope of the contract is derived from the insurance contract, these General Terms and Conditions and any special insurance conditions.

# A.2 Period of validity

- The start of the contract is defined in the insurance contract. The insurance is taken out for the duration of one year and is tacitly renewed for the following contract year if not terminated by a contracting party before the end of the contract year. The insurance covers damages that are caused during the term of the contract. For all cover options other than personal liability cover, the insurance also covers any damage that occurs during the term of the contract, i.e. if the damage is detected for the first time during the term of the contract.
- A notice of contract termination must be received by simpego no later than one day before the end of the contract year. If the contract is terminated by simpego at the end of the contract year, the notice of termination will be sent at least 30 days before the end of the contract year.
- If specified in the insurance contract, the policyholder has a daily right of termination. The contract ends no earlier than the day after which the notice of termination is received by simpego, or at a desired later date. The surcharge specified in the insurance contract must be paid.
- Both parties can terminate the contract either in full or in part after the occurrence of indemnifiable damage. simpego must terminate the contract at the latest on payment of compensation or insured benefit, and the policyholder must terminate the contract at the latest 4 weeks after the payment of compensation or insured benefit. If the policyholder terminates the contract, simpego's liability will expire 14 days after it receives the notice of termination. If simpego terminates the contract, its liability will expire once 4 weeks have passed since the notice of termination was received by the policyholder.
- In the event of a change to the liability situation (insured person moving into or out of a dwelling), the insurance cover will apply up until the end of the current year of insurance, but at least for 6 months at the previous location and the new location in Switzerland. Restriction: If newly insured persons move into a dwelling, the cover will only apply at the new location.
- 6 In the event of house moves within Switzerland, the insurance will continue to apply for the previous location for a maximum of 6 months, as well as for the new location as calculated from the date that the Residential Registry Office was informed of the move.
- In the event of house moves abroad, the home contents and liability cover will expire immediately. The cover for the previous location will expire after 3 months as calculated from the date that the policyholder de-registered from the previous municipality of residence.
- Change in ownership of insured buildings (change in ownership):
  - 1 The rights and obligations are transferred to the new owner. The new owner can withdraw from the contract up to 30 days following the change in ownership.
  - 2 Change in ownership as a result of a death: The rights and obligations are transferred to the heirs. The heirs can withdraw from the contract up to 3 months following the change in ownership. If the heirs conclude a new contract for the same risk without being aware of the existing contract, the existing insurance protection will end when this new contract enters into force, at least for the cover provided by the new contract or, at the request of the heirs, for the entire contract.
  - 3 simpego's right to termination in the event of a change in ownership: simpego can terminate the contract at the latest 14 days after becoming aware of the change in ownership. In this case, the insurance cover will end 30 days after the policyholder or heirs have received the notice of termination.











#### A.3 Contract adjustments

simpego can request that the contract be adjusted in the event of changes to the premium, the deductible, the benefits, the statutory duties or the fees or surcharges. It will inform the policyholder of the adjustment no later than 30 days prior to the adjustment entering into force. If the policyholder does not agree with the adjustment, he or she can terminate the section of the contract affected by the adjustment or the entire contract from the time at which the adjustment would enter into force. The termination is valid if the notice of termination is received by simpego no later than the last day before the adjustment enters into force. Changes to statutory duties or to cover regulated by law do not bring about an entitlement to termination.

### A.4 Duty of care

Insured persons are bound to a duty of care and must implement the measures required by the particular circumstances in order to protect the insured items against the insured risks.

# A.5 Obligations in the event of a claim

Simpego must be informed as quickly as possible of any damage events covered by the insurance either online, by e-mail, by post or by telephone:

E-Mail: claims@simpego.ch Telephone: +41 58 521 11 11 Website: www.simpego.ch

- 2 The policyholder and the insured persons are obligated to take measures to prevent or reduce damage. No changes may be made to damaged objects without simpego's approval before the extent of the damage has been determined.
- 3 The policyholder is obligated to prove the occurrence of an insured event as well as the extent of the damage. The insured amount does not constitute proof of the existence or value of the insured items at the time of the damage event.
- All of the information relating to the claim and all of the facts that may affect the assessment of the circumstances under which the damage occurred must be provided voluntarily, in a timely manner and in full, and must be correct in terms of content. This also applies to statements made to the police, the authorities, experts and medical professionals. If the insured person does not comply with these obligations, simpego can refuse to pay out the benefits. simpego can demand a written damage report. The claimant must prove the occurrence and extent of the damage. simpego is entitled to carry out all investigations and to collect information to help assess the extent of the damage. The required documents must be handed over to simpego.
- In the event of accidents involving personal injury, the handling physician must be released from the duty of secrecy. An examination by a medical officer can be arranged, as can an autopsy in the event of death.
- Repairs to insured items require the approval of simpego if the expected costs exceed CHF 500. In the event of accidental damage claims, simpego must be informed immediately, regardless of the extent of the damage.
- For all damage in connection with theft or attempted theft, a report must be filed immediately with the local police.
- 8 If stolen items are recovered, the insured person must inform simpego of this immediately. If simpego has already paid the compensation or insured benefit for these items, the claimant must return the compensation less reimbursement for any depreciation or repair costs, or must provide simpego with the recovered items.
- 9 If an upper limit for the annual salary applies for an insured item or an insured characteristic, the policyholder must, in the event of a claim, prove that this limit has not been exceeded.
- In order to receive the benefits offered by 24h home assistance, the assistance hotline must be informed immediately following the occurrence of damage.
- Il simpego has the right to terminate all of the policyholder's home contents, liability and buildings insurance contracts if a claimant or his or her representative knowingly fails to disclose the facts relating to a claim, or if he or she provides incorrect information or provides information too late.
- If loss or transport damage that is covered by the insurance occurs while the insured items are located on the premises of a transpor-



tation/logistics/travel company or similar, confirmation must be provided of the commissioned company's rejection of the obligation to pay benefits. Transport damage must be reported to simpego within 10 days of the occurrence of the damage.

#### A.6 Reduction of the insured benefit

- In the case of major natural events, insurance companies can limit their provided benefits as follows: If the compensation amounts determined for an individual policyholder as a result of an insured event exceeds CHF 25 million, the compensation will be reduced to this amount. Compensation amounts for movable items and buildings are not added up. Damage that occurs at different times and in different locations constitutes a single event if it is all due to the same atmospheric or tectonic cause.
- In the event of a culpable breach of statutory or contractual regulations or obligations during the term of the contract, and in particular a culpable breach of the statutory duty to mitigate damages or the statutory duty of care, simpego can reduce or refuse to pay the benefits.

#### A.7 Compensation due date

A compensation payment only becomes due once there are no doubts regarding the legitimation and extent of the claim and provided that there are no pending police or criminal investigations into the policyholder or the claimant in connection with the damage event.

#### A.8 Assignment of claims

Claims to the insured benefits cannot be transferred or pledged prior to their definitive establishment without the express agreement of simpego.

#### A.9 Premium

- 1 The premium is based on the selected scope of insurance and on the information provided by the policyholder regarding the insured location, the insured persons and the insured amounts. simpego must be informed immediately if any of this information changes. simpego has the right to adjust the contract in line with the changes in the circumstances.
- 2 The premium remains unchanged in the event of a claim. Exceptions to this are renovations in individual cases.
- 3 If payments are made by way of instalments, a surcharge must also be paid.
- 4 For the sake of the environment, a surcharge is levied for customer documents in paper format.
- 5 In the case of balances from premium statements, simpego does not demand payment for amounts below CHF 5 and does not pay out amounts less than CHF 1.
- If the policyholder does not comply with the duty of payment, he or she will be prompted to make the payment. A fee of up to CHF 30 will be charged for the payment reminders. If the deadline specified in the reminder for the payment of the premium passes without payment, simpego's obligation to pay benefits will be suspended from one day after the expiry of the reminder deadline and will remain suspended until all debts resulting from this contract that remain outstanding at this time have been paid in full. simpego also has the right to terminate the contract if the reminder deadline expires without payment. If it makes use of this right, simpego's liability will expire 14 days after the notice of termination is received by the policyholder.

# A.10 Deductibles

- 1 The policyholder is responsible for paying the deductible specified in the insurance contract for each claim.
- 2 The date of the insured event is decisive in determining the deductible.
- 3 If different deductibles apply due to claiming on various insurance covers, the highest deductible will be deducted.
- 4 Any benefit limitations will only be applied following the deduction of the deductible.











### A.11 Underinsurance

- Simpego provides an underinsurance waiver in home contents and buildings insurance cover in the event of partial or total damage within the limits of the insured amount.
- 2 The underinsurance waiver does not apply in the case of claims arising from natural disasters.

#### A.12 Place of jurisdiction

In the event of legal disputes, the policyholder or claimant can initiate legal proceedings either at simpego's registered office or at his or her registered office or residence in Switzerland.

#### A.13 Communication

All communication to simpego can be sent to simpego's headquarters. Communication to the policyholder is sent to the last known address in a legally valid manner. simpego must be informed of any changes of address.

#### A.14 Legal foundations

Otherwise, the provisions of the Swiss Federal Act on Insurance Policies (VVG) apply. For policyholders who reside or have their head office in the Principality of Liechtenstein, the mandatory provisions of Lichtenstein law apply.

# **B** - Home contents insurance

#### B.1 Area of validity

The insurance is valid in the following locations:

- At the location specified in the insurance contract, including the craft workrooms, garages, common rooms etc. The following are considered as equivalent to the insured location:
  - 1 Mobile structures (e.g. summerhouses), provided that they are located in Switzerland and that the mobile structure and its contents is taken into account in the insured home contents amount;
  - The workplace of insured persons (with the exception of construction sites). Restriction: At the workplace, cover is limited to a maximum of CHF 2000 and does not apply to cash assets in accordance with B2.6 or to simple theft in accordance with B5.4.3.
- 2 Away from any location as long as the home contents are not located outside of the insured location for more than 2 years. The glass breakage cover option in accordance with B5.9 and the simple theft cover option in accordance with B5.4.3 do not apply for home contents located outside of the insured location.

# B.2 Insured items

If agreed as insured in accordance with the insurance contract:

- 1 Home contents: Movable items for private use (including digital assets such as e-books, films, downloads and games) that are either owned, rented or leased by an insured person. This also includes:
  - Devices and materials for the maintenance of owner-occupied buildings and non-installed building materials;
  - 2 Mobile structures and their contents;
  - 3 Work equipment of non-self-employed persons that are owned by the employee (e.g. work clothes);
  - 4 Drones, cameras and musical instruments where these serve as the work tools of self-employed people pursuing a secondary income;
  - 5 Pets that are not used for business purposes;
  - 6 Building components installed by the policyholder as a tenant of the building that are not insured or that cannot be insured with the building (e.g. carpets fitted by the policyholder).
  - 7 The insurance does not cover the following:
    - Structures that are, or that need to be, secured to the building;



service@simpego.ch

- Work clothes and work equipment of self-employed persons (with the exception of objects as set out in B2.1.4):
- Pirated or illegal copies of digital assets and cryptocurrencies;
- d. Motor vehicles (with the exception of model vehicles, light motor vehicles and equivalent vehicles such as mobility scooters; electric bicycles with assistance up to 25 km/h), including trailers and fitted accessories;
- Boats and all accessories required for mandatory liability insurance (with the exception of kites);
- Vessels and all accessories that are not located at the insured location and that are kept permanently outdoors.
- g. Aircraft that need to be entered in the aircraft register, including all accessories.
- Items in accordance with Art. B2.2 B2.6, unless explicitly mentioned in the insurance contract.
- 2 Third-party property (guests' personal effects): Movable items and animals temporarily entrusted to insured persons, and guests' personal effects.
  - 1 The insurance does not cover cash assets and the personal effects of an insured person's employee.
- Luggage: Home contents taken by insured persons on trips away from home in accordance with B2.1, with the exception of jewellery. The normal journey to work, other usual routes or house moves are not considered trips away from home. At the insured location, luggage is considered part of the normal home contents and is covered against the insured risks specified in the insurance contract within the limits of the insured amount.
- 4 Gardens: The following are classed as gardens if they are located outside of the building but on the same plot and provided that they are not used for agricultural purposes:
  - Structural installations such as retaining walls, sculptures, decorative fountains, steps, paths, driveways, mailboxes, flagpoles, fences, artificially constructed garden ponds, solar cells, concrete swimming pools etc.;
  - 2 Surrounding planting (including humus) such as ornamental bushes, shrubs, trees, beds etc.
  - 3 The insurance does not cover buildings or mobile structures of
- 5 **Mobile homes and caravans** with a fixed location:
  - 1 Mobile homes and non-registered caravans with a fixed location:
  - 2 Additional equipment and accessories that are fixed to the mobile home/caravan, such as stoves, sleeping berths and awnings.
  - 3 The insurance does not cover campervans.
- 6 **Cash assets**: The following are classed as cash assets if owned by the insured person:
  - 1 Cash, vouchers and travellers' checks;
  - 2 Credit, debit and customer cards, including financial losses of up to CHF 10,000 as a result of an insured event provided that the contractual duties of care have been complied with;
  - 3 Uncancelled stamps;
  - 4 Savings books and securities;
  - 5 Precious metals (as supplies, bars or commercial goods), coins and medals;
  - 6 Unset gemstones and pearls.
  - 7 The insurance does not cover cryptocurrencies.

# B.3 Insured persons

Insured persons are the policyholder and all of the persons living with the policyholder in the shared household, as well as weekly residents who regularly return to the shared household.

# **B.4** Insured situations

The insured items are insured in the following situations:

- 1 Private use:
- 2 Transportation of the insured items in a private or rented vehicle;











#### 3 House moves:

- Damage and loss during a house move: For each house move, the insurance also covers damage to home contents up to CHF 5000 and damage caused by the loss of insured items up to CHF 1000. This cover is provided regardless of any existing home contents accidental damage cover, and applies in the following situations:
  - a. House moves performed by the policyholder themselves;
  - House moves performed by a transportation/removal company.
  - c. The insurance does not cover minor damage, such as scratches, that does not impair the usability of the insured item; damage due to temperature and weather influences; damage caused by material fatigue, wear and existing damage; damage for which the assigned company is financially responsible in accordance with Swiss law, and damage caused during the dismantling and assembly of the items being moved.
- 4 Transportation of the insured items by a transport/logistics/travel company or similar company with head office in Switzerland or a neighbouring country (e.g.shipments from online commerce);
  - Damage and loss during transportation: The insurance also covers damage to and loss of home contents up to CHF 500, regardless of any existing home contents accidental damage cover, home contents loss cover or home contents transport cover. This cover is limited to 1 damage event per year of the insurance.
  - The insurance does not cover minor damage, such as scratches, that does not impair the usability of the insured item; damage due to temperature and weather influences; damage caused by material fatigue, wear and existing damage; damage to medication, food items, live animals and plants, weapons, illegally acquired or unethical items, cash assets, jewellery, tickets and vouchers.
  - 3 In the event of house moves, the provisions of house moves set out in B4.2 apply.
  - 4 This Article only applies if the insured item is not otherwise covered against the same risk by this or other contracts (e.g. if luggage has already been explicitly covered against transport damage).

# B.5 Insured risks

Depending on the specific agreement, the insurance covers the following risks:

# 1 Fire:

- Damage due to fire; sudden and accident-related exposure to smoke; lightning; explosion and implosion; impact by meteorites and other celestial bodies; crashing and emergency landing of aircraft or spacecraft or parts thereof; scorching damage and friendly fire damage, and damage caused by extinguishing devices.
- Spoilage of frozen food in the event of a technical failure of the cooling unit or an unplanned power outage. Damage to the contents of aquariums and terrariums due to an unplanned power outage. Damage to live electrical machinery, equipment and cables due to the impact of electrical energy itself, or due to overvoltage or a heating effect caused by overload (current damage).
- 3 Damage due to misplacement as a result of fire damage.
- 1 The insurance does not cover the following:
  - Damage caused by intentional and gradual smoke exposure:
  - Damage to electrical protective devices in the performance of their normal function (e.g. damage to safety fuses).

# 2 Natural disasters:

- Damage that is directly caused by high water levels, flooding, storms (wind speeds of 75 km/h and over that overturn trees or take the roof off buildings in the surrounding area); hail; avalanches; snow pressure; rockslide; rockfall and landslide.
- 2 Damage due to misplacement as a result of natural damage.



- 3 The insurance does not cover the following:
  - Damage caused by subsidence; poor subsoil; defective structures; inadequate building maintenance; failure to take defensive measures; artificial earth movement and snowslide from roofs;
  - Damage caused by groundwater; the rise and overflow of waters that experience has shown to reoccur at longer or shorter intervals; waterlogging from the sewer system regardless of the cause;
  - Damage caused by operation and management that experience shows is to be expected;
  - Storm and water damage to ships and boats on the water.

#### 3 Water:

- 1 Damage caused by the unintentional leakage of liquids and gases:
  - from liquid-carrying pipe systems that exclusively serve the building/mobile home/caravan (or, if the garden is insured, also the plot) in or on which the insured items are located, as well as the connected equipment and apparatus;
  - from liquid-carrying pipe systems that serve a building structure or permanently installed fixture outside of the building and for the maintenance of which the policyholder is responsible;
  - from heating and heat-production systems, heating oil tanks or cooling devices.
- 2 Damage caused by the sudden and accident-related flow of water and liquids out of decorative fountains, aquariums, waterbeds, mobile air-conditioning systems and humidifiers, as well as from mobile or inflatable pools and hot tubs.
- 3 Damage caused by the ingress of rain, snow and melt water from the outside; waterlogging from the sewage system or groundwater and water from slopes (underground water) inside the building/mobile home/caravan or (if the garden is insured) on the insured plot.
- 4 Damage due to misplacement as a result of water damage.
- 5 Costs for the thawing and repair of frozen or frost-damaged liquid-carrying pipe systems and the connected equipment that the insured person has installed inside the building he or she is renting, or in the mobile home/caravan that he or she owns. In the case of insured mobile homes/caravans, the costs for the thawing and repair of frozen or frost-damaged liquid-carrying pipe systems and the connected equipment are also covered where these items are fitted outside of the mobile home/caravan, provided that they exclusively serve the insured mobile home/caravan, and within the limits to which the policyholder is financially responsible for their upkeep.
- 6 The insurance does not cover the following:
  - a. Damage to the escaped liquids themselves;
  - Damage to heat-production systems as a result of the mixing of water with other liquids or gases within these systems and damage to cooling systems caused by artificially generated frost;
  - c. Damage caused by the ingress of rain, snow and melt water through open roof hatches, open windows and doors or openings in the roof or openings in walls in the case of new-build construction, conversion work or other work being carried out on the building/mobile home/caravan;
  - Damage caused by waterlogging for which the owner of the sewer system is liable.
  - e. Damage caused when filling or draining liquid tanks and pipe systems and when carrying out revision/ repair works to pipe systems and liquid tanks and the connected equipment and apparatus.
  - f. Damage that occurs as a result of a fire/natural event, and costs for rectifying the cause of the damage (except in the case of frost damage) as well as any maintenance costs and damage-prevention costs.
- 7 In addition to B5.3.6, there is also no cover provided for the following in the case of mobile homes/caravans:









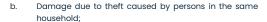


- Damage to the façade (including insulation, windows, doors etc.) and to the roof (to the supporting structure, the roof covering and the insulation).
- b. Damage caused by subsidence, poor subsoil, defective structures (in particular caused by a failure to observe SIA construction standards), inadequate maintenance or failure to take defensive measures.
- c. Costs for the thawing and repair of guttering and external drain pipes and for the rectification of the cause of the damage (except in the case of frost damage and excavation and leak detection costs) as well as maintenance costs and damage-prevention costs.
- 8 In addition to B5.3.6, there is also no cover provided for gradual damage to plants of all types, including humus, in the case of aardens.
- 4 Theft: Depending on the agreement in the insurance contract, the insurance covers the followina:
  - 1 Robbery: Damage caused by theft involving the threat or use of force against insured persons or against a person working in the home of the policyholder as well as damage caused by theft in the case of an inability to resist due to death, loss of consciousness or accident.
    - Pickpocketing and theft involving deception fall under the category of simple theft in accordance with B5.4.3 and B5.5.
  - Burglary: Damage caused by theft as a result of forced entry into a building/mobile home/caravan or into a room or container located within. Theft by means of unlocking locking mechanisms using the correct keys or codes is also considered burglary, provided that the perpetrator has obtained these keys or codes through burglary, robbery or simple theft in accordance with B5.4 and B5.5, and damage caused by perpetrators who are locked in and who forcibly break out of a building/caravan/mobile home or out of a room within (breakout theft)

Damage caused by breaking into vehicles (with the exception of mobile homes/caravans with a fixed location) falls under the category of simple theft in accordance with B5.4.3 and B5.5

- 3 **Simple theft at the insured location:** Damage caused by theft that is not classed as either robbery or burglary (e.g. pickpocketing and theft involving deception); breaking into vehicles of all types (with the exception of mobile homes/caravans; these fall under the category of burglary), boats and ships; creeping in; breaking into mobile structures.
  - The insurance does not cover damage caused by embezzlement and concealment and theft caused by persons in the same household
- The insurance also provides cover of up to CHF 5000 for:
  - Damage caused by malicious damage to insured items if the perpetrator has entered the insured spaces without authorisation;
  - b. Damage caused by a fire, natural event or waterrelated incident that is not covered by this contract. This damage will, however, only be accepted if the damaged items are not already covered by another insurance policy and if the fire, natural event or waterrelated incident in question would be insured in accordance with these General Terms and Conditions of Insurance.
- Simple theft outside of the insured location: Damage caused by theft that is not classed as either robbery or burglary (e.g. pickpocketing and theft involving deception); breaking into vehicles of all types (with the exception of mobile homes/caravans; these fall under the category of burglary), boats and ships outside of the insured location.
  - The insurance does not cover damage caused by embezzlement or concealment.
- 6 **Loss**: Unintended damage caused by loss and other misplacement.
  - 1 The insurance does not cover the following:
    - Damage caused by embezzlement and concealment;





- Damage caused by loss or misplacement while the insured items are in the possession of a third party, e.g. for the purpose of cleaning, repair or restoration;
- Damage caused by fire, natural events, water and glass breakage in accordance with B5.
- e. Damage to consumables and wear materials such as batteries, bulbs, fluorescent tubes and neon tubes;
- f. Damage to sporting equipment during competitions and sporting events with a competitive nature or to sporting equipment with its own motor, with the exception of bicycles and electric bicycles with assistance;
- g. Damage to prostheses;
- h. Damage to certificates and documents;
- Damage to IT software and/or data losses, including recovery costs for data;
- j. Damage to items permanently located outdoors, including gardens, structures, mobile homes and caravans;
- Damage caused by forced sale or confiscation by state bodies for the purpose of compulsory debt enforcement:
- Damage for which the transport/travel company is financially responsible under the applicable law.
- 2 Damage due to robbery, burglary and simple theft in accordance with B5 is only accepted if the insured items are not already covered by another insurance policy or by separate cover in the same contract.

#### 7 Transport damage:

- Damage to insured items as a result of accident-related, sudden, unexpected, violent external effects while these items are in the possession of an assigned transport or travel company or while they are being transported by the policyholder or in the presence of the policyholder in a private or rented vehicle.
- 2 The insurance also covers damage caused by the loss or delayed delivery of the insured items by an assigned transport/travel company.
- 3 The compensation will be paid out only if the damage is not covered by the transport/travel company's liability insurance or, if the insured items are being transported in a private or rented vehicle, if the damage is not covered by the vehicle owner's vehicle liability insurance.
- 8 Accidental damage cover: Damage due to accident-related, sudden, unexpected, violent external effects. In the case of electrical devices, the insurance also covers damage caused by the influence of electricity and damage caused by liquid and moisture.
  - 1 The insurance does not cover the following:
    - Damage that occurs while the insured items have been handed over to a third party for transportation (e.g. while travelling or during a house move) or for the purpose of cleaning, repair or restoration;
    - Damage caused by fire, natural events, water, theft and earthquakes in accordance with B5;
    - Damage caused by any type of biological or chemical contamination;
    - Damage caused by computer viruses and cyber attacks;
    - e. Damage caused by the natural or defective condition of the item itself; wear and tear, material fatigue, ageing, warping, spoilage and soiling;
    - f. Damage caused by dryness, moisture (with the exception of electrical devices), temperature fluctuations, evaporation and discolouration, exposure to light and climatic influences;
    - g. Damage caused by rodents, vermin and fungal infestations;
    - Damage to consumables and wear materials such as batteries, bulbs, fluorescent tubes and neon tubes;
    - Damage to hand mirrors, glassware, glass figures, container glass, light fixtures, corrective lenses and contact lenses;
    - j. Damage to pets;











- k. Damage to prostheses;
- Damage to certificates and documents;
- Damage to IT software and/or data losses, including recovery costs for data;
- n. Damage to sporting equipment during competitions and sporting events with a competitive nature or to sporting equipment with its own motor (with the exception of motorbikes and electric bicycles with assistance);
- Damage to model aircraft and drones where the damage is caused by a crash;
- Damage to items permanently located outdoors, including gardens, structures, caravans and mobile homes;
- pamage that is covered by existing warranty agreements or by statutory warranty.
- r. Operational damage;
- s. Paint, scratch and splinter damage and soiling or damage caused by the policyholder's pets or pets belonging to third parties.
- 9 Glass breakage: Depending on the agreement in the insurance contract, the following glass items are insured against glass breakage:
  - Glass furniture incl. the glazing of mobile structures. This also includes table tops and table bases made from stone and glass-like materials such as plexiglass and similar plastics where these are used in the place of glass. Glass components of solar collectors and photovoltaic systems, skylight domes, cooking surfaces and glass cooktops on induction hobs are not classed as glass furniture.
  - 2 Construction glass on the premises used by the policyholder. This includes glazing; glass-like materials such as plexiglass and similar plastics where these are used in the place of glass; glass ceramic cooking surfaces and glass cooktops on induction hobs as well as kitchen and bathroom worktops and hearths; glass components of solar collectors and photovoltaic systems as well as skylight domes and insulating glass.
  - 3 Sanitary facilities: Washbasins, sinks, shower trays and bathtubs, toilets including cisterns, and bidets, including installation costs, installation accessories, fittings and necessary repair costs for the chipping of the enamel coating.
  - 4 The cover for glass breakage also extends to paintings, scriptures, window films and etched and sand-blasted glass. The insurance also covers consequential damage to home contents and to the caravan/mobile home up to a total of CHF 5000. Consequential damage to the building is only insured if the construction glass or sanitary systems have been included in the insurance cover.
  - 5 The insurance does not cover the following:
    - Damage due to wear (including scratches);
    - Damage to optical lenses or spectacle lenses, hand mirrors, glassware, glass figures and frames, container glass such as vases, bottles etc. (with the exception of aquariums and glass blocks);
    - Damage to any type of screen and damage to glass on consumer electronics such as mobile telephones, portable computers and similar devices;
    - d. Damage to light fixtures, bulbs, fluorescent tubes and
    - e. Damage to tiles and wall and floor panels;
    - f. Damage to pipes and damage to construction glass
    - Damage caused when working on the insured items or when moving or installing them.
  - Cover for damage caused by fire, natural events, waterrelated incidents or theft (in accordance with B5) that is not covered by this contract is limited to CHF 5000. This damage is only accepted if the insured items are not already covered by another insurance policy.

# 10 Earthquakes::

- Damage caused by earthquakes, i.e. tremors, which are triggered by tectonic processes in the earth's crust and damage caused by volcanic eruption, i.e. the rise and escape of magma, combined with ash cloud, ash fall, glowing clouds or flowing lava.
- Damage due to misplacement as a result of an earthquake or a volcanic eruption.



- The insurance also covers damage caused by fire, natural events, water-related incidents or glass breakage in accordance with B5 as a result of an earthquake or a volcanic eruption.
- 4 The insurance does not cover damage caused by earthquakes caused by human behaviour (e.g. geothermal processes).
- 5 Benefit restriction: The total compensation per year of the insurance is limited to the agreed insured amount plus future risks cover.
- Event definition: Damage that occurs at different times and in different locations within a period of 168 consecutive hours after the first damaging earthquake or volcanic eruption constitutes a single damage event if it is all due to the same atmospheric or tectonic cause.

#### B.6 Additional costs

If agreed in the insurance contract, simpego will pay the following costs in connection with an insured event in accordance with B5 (with the exception of B5.4.3 simple theft and B5.5 simple theft outside of the insured location) in addition to the insured home contents amount up to the limits specified in the insurance contract:

- 1 Additional living expenses due to the non-usability of the damaged areas;
- 2 Loss of rental income due to cessation of sub-letting;
- 3 Costs for the removal and disposal of the remnants of insured items (with the exception of: water, soil including fauna, flora and air, even if these are mixed in with the insured items);
- 4 Costs for emergency glazing, emergency doors and emergency locks used to reduce the extent of the damage or prevent additional damage:
- 5 Costs for changing locks, i.e. the costs for changing or replacing keys, magnetic cards or locks on the rooms used by the insured persons within the locations insured in accordance with the insurance contract (with the exception of the workplace) and on bank safes rented by the insured persons;
- 6 Costs for the cleaning of privately inhabited rooms and privately used objects directly affected by the insured damage;
- Extinguishing costs if imposed on the policyholder. The insurance does not cover public services that must be provided free of charge in line with statutory provisions;
- 8 Moving costs if remaining in the existing home is unreasonable or no longer possible. The house move must be within Switzerland and must be within 12 months following the date of the damage;
- 9 Costs for the loss of water due to insured water damage;
- 10 Costs for repairs in the event of building damage caused by burglary in accordance with B5.4.2 or by attempted burglary or robbery in accordance with B5.4.1, provided that these are not already covered by another insurance policy;
- 11 Costs for repairs to building cables where an insured person is responsible for their maintenance.

# B.7 Insured benefits

simpego will pay:

- 1 for each insured event:
  - Repair/replacement of the insured item. In the event of injured pets, the treatment costs are covered up to the value of a replacement pet. If the treatment costs exceed the value of a replacement pet, the treatment costs are limited to CHF 2000 per injured pet.
  - 2 Costs in accordance with B6 up to the amount specified in the insurance contract. If the insured sum is defined as a percentage of the insured amount, the insurance amount without future risks cover is used as the basis for the calculation.
  - 3 Costs for required psychological support from psychologists recognised by the Swiss Professional Association of Applied Psychology (SBAP) up to CHF 3000 per event.
  - 4 Costs for the replacement of identification documents and other physical documents and the blocking or re-issuing of personal, private payment cards up to CHF 2000 per event.
- In the event of insured damage to luggage, the following coverage is also provided:











- 1 Costs for necessary replacement luggage up to CHF 2000 per event
- 3 In the case of an insured simple theft in accordance with B5.4.3 and B5.5, the insurance also covers:
  - Costs for necessary **lock changes** up to CHF 1000 per event.

#### B.8 Future risks cover

For new purchases and in the case of value increases of items insured at their full value, future risks cover of 10% is also provided in addition to the agreed insured amount. The future risks cover does not apply to first-loss cover

#### **B.9** Compensation guidelines

- 1 The maximum compensation in the event of a claim is limited to the insured amount specified in the insurance contract plus the future risks cover in accordance with B8.
- 2 Type of compensation: simpego can carry out the necessary repairs, provide replacement in kind or pay the compensation in cash.
- 3 When working out the compensation for insured items in accordance with B2, the reinstatement value is taken as a basis, with the following restrictions: For gardens and mobile homes/caravans (but not their contents), the compensation for objects no longer in use is limited to their fair value. For digital assets such as games, films, downloads etc., the costs for replacement are covered, but not the costs for the recovery of data such as photos, film recordings, video recordings and audio recordings, personal files, game data etc.
- 4 When working out the compensation for insured costs in accordance with B6, the actual incurred costs are taken as a basis. For living expenses, the actual costs are made up of the additional costs less saved costs.
- 5 Personal sentimental value is not taken into account in the calculation of the compensation.
- Reasonable damage-reduction costs are covered within the limits of the insured home contents amount. If these costs plus the compensation exceed the insured amount, they will only be paid out if they constitute expenses that have been ordered by simpego.
- Pre-existing damage: If damage already exists prior to the occurrence of the compensable damage, the compensation to be paid by simpego is limited to the extent of the repair costs for this damage.
- 8 Property rights: In the event of a replacement of an insured item, the property rights remain with the policyholder after the provision of compensation (with the exception of jewellery and cash assets). The value of the unrepaired item is deducted from the compensation amount. If the item becomes valueless after a damage event and if proven costs are incurred for its disposal, these costs are also covered.
  - If an insured item is replaced due to a theft in accordance with B5.4 and B5.5 or due to a loss in accordance with B5.6, the property rights to the stolen or misplaced item are transferred to simpego.
- 9 VAT: Damage payments to taxpayers who deduct input tax are made without VAT. Damage payments made on the basis of the expected repair cost calculation do not include any VAT.

# B.10 Exclusions and benefit restrictions

The insurance does not cover the following:

- Damage caused by war-like events, violations of neutrality, revolution, rebellion and insurgency and the measures taken to counter these events, unless you can prove that the damage is not connected to these events in any way;
- Damage due to civil unrest (acts of violence against people or property by gangs or during violent demonstrations) and the measures taken to counter these acts, unless it can be demonstrated to our satisfaction that you have taken all reasonable precautions to prevent the damage. This exclusion does not apply to the glass breakage cover option in accordance with B5.9;
- B Damage caused by a change to the atomic nucleus structure, regardless of the cause of the change;
- 4 Damage caused by tremors that are triggered by tectonic processes in the earth's crust (earthquakes) and volcanic erup-





- 5 Damage caused by tremors caused by the collapse of artificially created voids;
- 6 Damage caused by water from reservoirs or other artificial water facilities, regardless of the cause;
- 7 Damage caused by the activities of public military services, the police and other bodies with a duty to provide assistance;
- 8 Damage to individual items and pets for which specific insurance applies, unless these contain the same restriction;
- 9 Damage to non-permanently installed accessories on motor vehicles (e.g. spare tyres, ski rack etc.) if the damage is covered by another insurance policy (e.g. comprehensive motor vehicle insurance) and provided that this insurance policy does not contain the same restriction:
- 10 Damage to items and costs that are or need to be insured by a cantonal insurance company;
- 11 Damage to cash assets located in mobile structures, all types of vehicles (with the exception of mobile homes and caravans with a fixed location), boats or ships;
- 12 Damage caused by hail and snow pressure on plants insured with garden insurance;
- 13 Damage to guards in gardens that occurs in the performance of their normal purpose;
- 14 Damage to gardens as a result of ground improvement works or building pit excavation;
- 15 Damage to valuables listed in the insurance contract if no receipt or expert valuation can be presented in the case of a damage event.

The following benefit restrictions also apply:

- 16 In the case of damage to subscriptions, any refunds from the transport company will be deducted.
- 17 In the case of damage to vouchers, any refunds and contractual compensation from the transport company or issuer will be deducted.
- In the case of financial losses due to damage to credit, debit and customer cards, cover is only provided for the share of the damage for which the owner of the insured card is liable toward the issuer (transport company, department store, credit card institution, bank etc.) in accordance with the general terms & conditions.
- Within the limits of the insured home contents amount, items of jewellery are covered at up to 20% of the insured home contents amount (not including future risks), but up to a maximum of CHF 30.000:
  - if the items in question are located in mobile structures, vehicles of any kind (including caravans and mobile homes with a fixed location), boats or ships;
  - In the case of damage caused by simple theft in accordance with B5.4.3 and burglary in accordance with B5.4.2.
  - 3 The benefit limit for jewellery items does not apply to damage that occurs while the jewellery is being worn on the body of or personally supervised by an insured person or if the jewellery is located in a wall-mounted safe or safe deposit box with a weight of over 100 kg and if the keys or codes of insured persons are carried on the person themselves, carefully stored, or locked inside an equivalent container.

# C - Personal liability insurance

# C.1 Area of validity

The insurance is valid worldwide. Any restrictions are defined in the insured characteristics, Art. C6.

# C.2 Insured persons

Insured group of persons:

- Individual insurance: The insurance covers the policyholder and any minors temporarily living in the shared household.
- 2 Entire household: The insurance covers all persons permanently living with the policyholder in the shared household and any minors temporarily living with the policyholder in the shared household.











#### C.3 Insured risks

The insurance covers, within the limits of the insured characteristics, any financial losses arising from lawful liability claims by third parties for:

- Personal injury as a result of injury, other damage to health or the killing of persons;
- Material damage as a result of the loss, damage or destruction of items or animals belonging to third parties.

#### C.4 Insured benefits

Within the limits of the agreed insured amount, simpego provides cover for the following:

- Compensation for justified claims and the defence of unjustified claims. Damage-prevention costs, i.e. costs that must be paid by the insured persons in accordance with the law and in order to prevent an unforeseen and imminent insured damage event by means of reasonable measures. Damage-reduction costs, i.e. costs for the reduction of insured damage that has already occurred. Consultancy costs, attorney fees, legal costs, claim interests and similar costs that are directly related to the damage event.
- 2 All claims arising from damage with the same cause are considered as one single damage event. The number of injured parties, claimants and persons entitled to benefits is not relevant.

# C.5 Preferential liability

At your request, simpego will assume liability for the following damage even if no statutory liability exists.

Within the limits of the insured liability amount:

- 1 Damage caused by insured persons lacking mental capacity;
- 2 Damage sustained by third-party minors temporarily living in your household;

Up to CHF 2000 per event:

- 3 Material damage arising from sporting or gaming activity;
- 4 Material damage to visitors' personal effects;
- Damage caused by children or pets under the policyholder's temporary supervision. These types of damage will also be covered by the insurance if they are self-inflicted by the person providing temporary (but not professional) supervision;
- 6 Damage caused by animals that are not used for business purposes;
- 7 Damage that occurs when favours are being performed free of charge (e.g. assistance with a house move).

# C.6 Insured characteristics

The insurance covers the statutory liability of the insured persons for the consequences of their behaviour in private life in their role as:

- 1 An individual
- 2 The head of a family
- 3 A tenant and lessee of owner-occupied immovable property including shared components and systems. This also includes mobile homes and non-registered caravans with a fixed location.
  - 1 The insurance does not cover damage to rooms and buildings used for professional purposes, with the exception of C6.12.
- 4 An owner, tenant or lessee of undeveloped, owner-occupied plots in Switzerland of up to 1000 m2 provided that the plot is not intended for commercial use.
- 5 An employer of private domestic staff.
  - The insurance does not cover the following:
    - a. Damage to domestic staff in the USA and Canada;
    - b. Damage to self-employed professionals and persons employed or assigned by them.

# 6 Recreational athletes

The insurance does not cover damage that occurs while hunting and at hunting sport events.

# A pet owner.

1 The insurance does not cover the following:



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- Damage that occurs from the keeping of animals for business purposes or from wild and poisonous animals or racehorses:
- Damage that occurs while hunting and at hunting sport events.
- An authorised possessor of third-party movable items (including bicycles and motorbikes with assistance up to 45 km/h) that have been temporarily handed over to an insured person for use, processing, storage or transport or that have been rented. The insurance also covers entrusted business keys (including badges, magnetic cards or similar).
  - 1 The insurance does not cover the following:
    - Damage to items that are the object of a hirepurchase agreement, that are under reservation of title, that are leased or that are handed over or used for educational or professional purposes;
    - b. Damage to items on which an activity is performed for a fee;
    - Damage due to the loss of valuables, money, securities, credit and customer cards, documents and plans, IT software and sound, image and data carriers acquired for any purpose;
    - d. Damage to motor vehicles, aircraft, vessels, windsurfing equipment, delta gliders, hang gliders and model aircraft acquired for any purpose (without prejudice to C7.1 driver of third-party vehicles);
    - e. Damage to horses including riding and driving gear.

#### 9 A user and owner of::

- Bicycles, electric bikes and mopeds (with assistance up to 45 km/h), motor vehicles without an insurance obligation and vehicle-like devices provided that the damage is not covered or does not need to be covered by statutory liability insurance;
- 2 Vessels that do not require liability insurance;
- 3 Kites
- 4 Aircraft and flying apparatus of all types that do not require statutory liability insurance:
- Model aircraft with up to 30 kg total weight. In the case of flying apparatus weighing up to 500 g, the insurance also covers damage caused by the operation of the flying apparatus;
- Third-party motor vehicles. The insurance covers private, third-party motor vehicles up to 3.5 metric tonnes that are registered in Switzerland and that are used free of charge and for purely private interests. A vehicle is classed as a third-party vehicle if the vehicle owner does not live in the same household as an insured person and if an insured person does not provide for its maintenance either in full or in part. The cover applies to the deductible applied by the liability insurance company and to the loss of bonus from the motor vehicle liability insurance, calculated up to the premium rate category prior to the insured event, to damage that exceeds the cover limit for the keeper insurance and to any claims that are not covered by an obligatory liability insurance policy.
- 7 The insurance does not cover material damage to passenger items, simpego's obligation to provide benefits also lapses if the legally prescribed liability cover does not exist.
- 10 A non-professional member of the Swiss Army (including civil protection, fire service, samaritans, military service).
  - 1 The insurance does not cover claims due to:
    - a. Damage to the military and security service;
    - Damage to military, civil protection and fire service materials and to personal equipment.

# 11 A weapon owner.

- 1 The insurance does not cover damage that occurs when hunting or when carrying out hunting supervision or hunting protection.
- A person performing self-employed activities (including as a secondary income), including the rented business premises used for this purpose, provided that the annual turnover from these activities does not exceed CHF 24.000.
  - 1 The insurance does not cover:











- a. Damage and claims in connection with the following sectors/occupational groups: Chemistry, physics, planning, medicine and alternative medicine (e.g. massage, chiropractic, naturopathy, physiotherapy and similar treatments), cosmetic treatment and all kinds of body modification (such as piercings, tattoos, transdermal implants and similar procedures):
- Damage to items handed over for use, processing, storage, transport or other reasons or that are rented or leased:
- Damage and claims in connection with agricultural operation;
- Damage and claims arising from a professional activity that is subject to approval but that is performed without the appropriate approval;
- e. Damage and claims arising from the release of patents, licences, research findings and formulae of third parties;
- f. Damage and claims arising from the fulfilment of contracts or substitute performance due to a contract not being fulfilled or not being fulfilled correctly;
- g. Damage and claims in connection with dangerous sports. The Suva instructions regarding dangerous sports apply.
- Activity damage, i.e. damage to items as a result of the performance or failure to perform an activity either on or with the items in question (e.g. processing, repair, loading or unloading of a vehicle).
- Processing damage, damage covered by warranty and damage to goods in custody.
- 13 An owner of owner-occupied condominiums, provided that the condominium association has taken out separate buildings liability insurance and that the damage exceeds the cover limit of the condominium association's liability insurance. The insurance covers damage to the jointly owned property less the ownership share and for damage to third-parties within the limits of the ownership share.
- 14 An owner or usufructuary (but not a condominium owner) of owner-occupied buildings in Switzerland with a maximum of 3 apartments with no commercial space. The cover also extends to the privately used facilities, installations and plots serving the building, and to outbuildings not used for commercial purposes.
- An owner of tank facilities. I.e. damage caused by the release of soil-polluting or water-polluting substances such as fuels, acids, bases and other chemicals (but not waste water) that are stored or transported in the facilities where this damage occurs as a result of the rusting through or leakage of a facility that is fixed to the insured plot or the insured property. The insured persons must however ensure that the tank facilities are professionally maintained and kept operational. Operational faults must be remedied immediately. The necessary repairs must be carried out immediately and the entire facilities must be cleaned and examined by experts in line with the legally or officially stipulated intervals. If these maintenance obligations are not met, the cover for damage caused by tank facilities will lapse.
  - 1 Cover is not provided for the following: Costs for the detection of leaks, malfunctions and causes of damage, the draining and refilling of systems, tanks and pipes and the costs of repairs and modifications to these items (restoration costs). Damage caused when multiple events with the same effect together trigger measures that are not required in the case of individual events.
- 16 An owner, usufructuary, keeper and user of mobile homes and non-registered caravans with a fixed location in Switzerland.
- A builder of conversions, extensions and renovations to buildings and facilities up to a total construction cost of CHF 250,000. If the total construction cost exceeds CHF 250,000 (including fees and internal labour), this cover will not apply.
- A perpetrator of damage in connection with environmental impact if this is the result of a single, sudden and unforeseen event that also requires immediate measures. Environmental impact is considered to be the sustained disturbance of the natural state of air, water (including ground water) and soil (fauna or flora) as a result of emissions where damaging effects on human health, material assets or ecosystems may arise or has arisen as a result of



> this disturbance, as well as any situation that is deemed as environmental damage by the legislator.

- 1 The insurance does not cover the following:
  - a. Damage caused when multiple events with the same effect together trigger measures that are not required in the case of individual events.
  - Costs for the detection of leaks, malfunctions and causes of damage, the draining and refilling of systems, tanks and pipes and the costs of repairs and modifications to these items (restoration costs).
  - c. Costs and claims arising from the actual environmental damage or in connection with the environmental impact caused by contaminated sites such as contaminated soil, facilities for the storage, processing or removal of all types of waste provided that these are not privately used composting facilities.
  - Damage caused by the culpable disregard of statutory or official regulations.

# C.7 Additional cover options

The insurance also covers the following if agreed in the insurance contract:

Driver of third-party vehicles: Collision damage as a driver of private, third-party motor vehicles up to 3.5 metric tonnes that are registered in Switzerland and that are used free of charge and for purely private interests.

A vehicle is classed as a third-party vehicle if the vehicle owner does not live in the same household as an insured person and if the policyholder or an insured person does not provide for its maintenance either in full or in part.

Collision damage is considered to be damage that occurs as a result of sudden, violent, mechanical, involuntary external impact, such as in the event of collision, impact, crashing or overturning.

The insurance covers damage to the vehicle provided that this is not covered by a comprehensive insurance policy. If the damage is covered by a comprehensive insurance policy, simpego will pay out any deductibles and additional premiums. Additional premiums are calculated based on the number of insurance years required to return to the premium rate category that applied prior to the damage event. The basic premium and the premium rate category that applied at the time of the damage event are assumed as a basis for this calculation. Any additional damage is not taken into account.

The insurance also covers the costs for towing, salvage, toll charges, a replacement vehicle in the event of a breakdown or accident, as well as any standing costs, at up to CHF 500 per event.

- 1 Alongside the exclusions in accordance with C8, the insurance also does not cover the following:
  - Damage caused during driving lessons or during the official driving test;
  - b. Damage in connection with rented vehicles or vehicles leased by an insured person;
  - Damage to the items being transported by the vehicle being used;
  - d. Damage due to commercial or technical depreciation.
- 2 Hunting liability: The insurance covers the liability of the persons specified in the insurance contract in their role as hunter, tenant of a hunt, armed hunt guest, gamekeeper, hunt leader and participant in hunting sport events, as well as in their role as an owner of equipment (e.g. raised hide and enclosures) and animals used for the hunt and for hunt protection.

Basis: in Switzerland

Plus: Switzerland and Europe (with the exception of France)

- 1 Alongside the exclusions in accordance with C8, the insurance also does not cover the following:
  - Damage caused in the event of a violation of applicable hunting law, e.g. hunting without a valid hunting licence.
    - b. Game and crop damage, e.g. trampling on a protected natural path.











- Riding third-party horses: Claims arising from accident-related damage to horses that are borrowed, rented, temporarily kept or ridden with authorisation, provided that this is not for commercial purposes, and including such damage to the saddle and bridle parts of the horses in question. The insurance covers the costs for veterinary treatment or the replacement value of the horse in the event of its death. If the horse sustains an injury, any loss in the animal's value and any claims for temporary non-usability will also be covered.
  - 1 Alongside the exclusions in accordance with C8, the insurance also does not cover any claims arising from damage to livery horses for which an insured person has provided agistment and for which he or she is responsible.
- Assumption of deductibles for rental cars: The insurance covers the deductible that is owed in accordance with the rental agreement as a result of an insured event to a passenger car rented by an insured person with a total weight of up to 3.5 metric tonnes. The cover applies to any damage to the vehicle caused by the insured person when driving the vehicle, as well as to the theft of the vehicle. If the insured damage does not exceed the amount of the deductible, simpego will cover the damage. The insured benefit is limited to CHF 10,000 per rental agreement. The cover only applies to rental agreements with a maximum rental period of 20 days.
  - 1 Alongside the exclusions in accordance with C8, the insurance also does not cover the deductibles that apply to replacement vehicles that are rented or provided by garages and other motor vehicle companies.

#### C.8 Exclusions

Cover is not provided for liability and/or the following:

- Claims by the insured persons themselves and third-party claims that are derived from damage to these persons (e.g. care-taking costs). Excluded from this are claims from third-party minors temporarily living in the same household as the insured persons;
- 2 Claims due to contractually accepted liability that extends beyond statutory liability and due to the failure to comply with statutory or contractual insurance obligations;
- 3 Claims arising from the risks of a business, profession or official position;
- 4 Claims arising from damage caused by the gradual effect of weather conditions, temperature, humidity, smoke, dust, rust, gases, vapours, liquids, tremors or pets;
- 5 Claims due to wear and tear and damage that was considered highly likely to occur or the risk of which was accepted;
- 6 Claims due to the intentional commission of crimes, offences or activities and the attempts to commit the same, as well as liability in connection with active participation in brawls and fights;
- 7 Claims in connection with risks for which liability insurance is required in accordance with the law;
- 8 Claims in connection with the transmission of infectious diseases in humans, animals and plants;
- 9 Claims arising from damage that is the direct or indirect result of asbestos or materials containing asbestos;
- 10 Claims arising from damage to horses during participation in riding sports events (competitions, tournaments, races, show jumping etc.). Exception: Tests within associations, as part of courses or in schools:
- Claims arising from damage to or caused by motor vehicles and vessels during legally impermissible journeys or journeys that have not been approved by the authorities or the keeper, as well as during participation in races, rallies, regattas and similar competition or training runs as well as during all off-road competitions and runs on racing tracks, training grounds and circuits;
- Recourse claims (claims for recourse by third parties): for claims arising from damage that occurs during the use of third-party motor vehicles; for damage to accepted items; for damage caused by a lack of mental capacity; for damage sustained by third-party minors temporarily living in the policyholder's household; for material damage arising from sporting or gaming activity; for material damage to visitors' personal effects; for damage to a person providing temporary supervision of children and pets where this damage is caused by the latter. Recourse and compensation





- 13 Claims for costs for rectifying a hazardous condition and for damage-prevention measures that are implemented due to snowfall or ice formation:
- 14 Claims from damage due to masers, lasers or ionising radiation;
- 15 Claims by the employers of self-employed professionals and persons employed or assigned by them;
- 16 Claims by vehicle drivers who caused the insured event while their blood-alcohol concentration was above the legally permitted blood-alcohol limit or while under the influence of narcotics:
- 17 Claims for tenant damage that falls under minor maintenance;
- 18 Claims arising from reductions due to gross negligence that were applied by another insurance company.

# D - Buildings insurance

#### D.1 Area of validity

The insurance applies at the location specified in the insurance contract.

#### D.2 Insured items

- Building: the building itself and the condominiums. The building also includes:
  - Installations that are fixed to the building such as antennas, solar cells etc.:
  - 2 Outbuildings on the same plot, such as garages, sheds, pipes, sewer systems etc. that are listed on the land register plan, that are intended for private use and that have been taken into account in the insured amount;
  - 3 Structural installations such as retaining walls, sculptures, decorative fountains, steps, paths, driveways, mailboxes, flagpoles, fences, artificially constructed garden ponds, solar cells, concrete swimming pools etc. that are located on the plot, where these are or must be insured as a building;
  - 4 Equipment and materials used for the maintenance of the insured building and non-installed building materials are covered by the insurance up to CHF 20,000;
  - All building services that belong to the building or that are fixed to the plot and that are owned by the policyholder, including the cabling and the associated pipes and fittings. Stoves, ovens, steamers, microwaves, fridges and freezers. Washing machines and tumble dryers are also covered by the insurance if they are not fixed to the building.
  - 6 The insurance does not cover the following:
    - a. Caravans and mobile homes with our without registration:
    - Gardens and mobile structures that do not need to be secured to the building:
    - Business and commercial facilities as well as buildings or condominiums with commercial space;
    - d. Apartment buildings with more than 3 apartments (with the exception of condominiums);
    - Items that are covered or that must be covered by another insurance policy (e.g. cantonal buildings insurance).

# D.3 Insured risks

Depending on the specific agreement, the insurance covers the following risks:

# Fire:

- Damage due to fire; sudden and accident-related exposure to smoke; lightning; explosion and implosion; impact by meteorites and other celestial bodies; crashing and emergency landing of aircraft or spacecraft or parts thereof, and scorching damage and friendly fire damage.
- 2 Damage to live electrical machinery, equipment and cables due to the impact of electrical energy itself, or due to overvoltage or a heating effect caused by overload (current damage).
- 3 The insurance does not cover the following:











- Damage caused by intentional and gradual smoke exposure:
- Damage to electrical protective devices in the performance of their normal function (e.g. damage to safety fuses).

#### 2 Natural disasters:

- Damage that is directly caused by high water levels, flooding, storms (wind speeds of 75 km/h and over that overturn trees or take the roof off buildings in the surrounding area); hail; avalanches; snow pressure; rockslide; rockfall; landslide.
- 2 Damage due to misplacement as a result of natural damage.
- 3 The insurance does not cover the following:
  - Damage caused by artificial earth movement;
  - b. Damage caused by snowslide from roofs;
  - Damage caused by groundwater;
  - Damage caused by the rise and overflow of waters that experience has shown to reoccur at longer or shorter intervals;
  - e. Damage caused by waterlogging from the sewer system regardless of the cause;
  - f. Damage caused by operation and management that experience shows is to be expected;
  - g. Damage caused by snow pressure provided that only the roofing materials (e.g. tiles), chimneys, guttering or external drain pipes are affected.

#### 3 Water:

- Damage caused by the unintentional leakage of liquids and gases from liquid-carrying pipe systems that exclusively serve the insured building as well as the connected equipment and apparatus; from liquid-carrying pipe systems that serve a building structure or permanently installed fixture outside of the building and for the maintenance of which the policyholder is responsible. If water or gas pipes serve multiple buildings, the costs are covered on a proportional basis.
- 2 Damage caused by the sudden and accident-related flow of water and liquids out of decorative fountains, aquariums, waterbeds, mobile air-conditioning systems and humidifiers, as well as from mobile or inflatable pools and hot tubs; damage caused by the ingress of rain, snow and melt water from the outside; waterlogging from the sewage system, and groundwater and water from slopes (underground water) inside the building; damage due to misplacement as a result of water damage.
- 3 The insurance does not cover the following:
  - a. Damage to the escaped liquids themselves;
  - Damage to heat-production systems as a result of the mixing of water with other liquids or gases within these systems;
  - Damage to cooling systems caused by artificially generated frost;
  - d. Damage to the façade (external walls including insulation, windows, doors etc.) and to the roof (to the supporting structure, the roof covering and the insulation) caused by rain, snow and melt water;
  - e. Damage caused by the ingress of rain, snow and melt water through open roof hatches, open windows and doors or openings in the roof or openings in walls in the case of new-build construction, conversion work or other work being carried out on the building;
  - Damage caused by waterlogging for which the owner of the sewer system is liable.
  - g. Damage caused when filling or draining liquid tanks and pipe systems and when carrying out revision/ repair works to pipe systems and liquid tanks and the connected equipment and apparatus.
  - Costs for the rectification of the cause of the damage (except in the case of frost damage) as well as maintenance costs and damage-prevention costs.
  - Costs for the thawing and repair of guttering and external drain pipes and the clearing of snow and ice.



- Costs for measures that are implemented due to an official order. Damage that occurs as a result of a fire/ natural event.
- Theft: Damage due to theft or attempted theft provided that the damage can be conclusively proven by traces or witnesses or in light of the circumstances. Damage due to the unauthorised removal of building components, structural installations or other insured items. Damage caused by malicious damage to the insured building or other insured items if the perpetrator has entered the insured spaces without authorisation. Damage caused by perpetrators who are locked in and who forcibly break out of a building or a room within (break-out theft).
  - 1 The insurance does not cover damage caused by fire and natural events in accordance with D3.1 and D3.2.
- 5 Accidental damage cover: Damage due to accident-related, sudden, unexpected, violent external effects. In the case of electrical devices that are fixed to the building, the insurance also covers damage caused by the influence of electricity and damage caused by liquid and moisture. For the removal of graffiti and other soiling of the façade, the insured benefit is limited to CHF 1000 per year of the insurance.
  - 1 The insurance does not cover the following:
    - Damage caused by fire and natural events (with the exception of building services), water, theft and earthquakes in accordance with D3.;
    - Damage that occurs while the insured items have been handed over or entrusted to a third party for transportation or for the purpose of cleaning, repair or restoration;
    - Damage caused by any type of biological or chemical contamination:
    - d. Damage caused by computer viruses and cyber attacks;
    - e. Damage caused by the natural or defective condition of the item itself, wear and tear, material fatigue, ageing, warping, spoilage; damage caused by dryness, moisture (with the exception of electrical devices), temperature fluctuations, evaporation and discolouration, exposure to light and climatic influences;
    - f. Damage caused by rodents, vermin and fungal infestations;
    - g. Damage to consumables and wear materials such as batteries, bulbs, fluorescent tubes and neon tubes; damage to light fixtures and skylight domes;
    - Damage to IT software and/or data losses, including recovery costs for data;
    - Damage that is covered by existing warranty agreements or by statutory warranty.
    - j. Operational damage to movable items;
    - Paint, scratch and splinter damage and soiling or damage caused by the policyholder's pets or pets belonging to third parties;
    - Damage to biogas plants and block heat and power plants;
    - Damage to communication technology equipment (e.a. telephones):
    - n. Impairments as a direct result of constant and fore-seeable mechanical, thermal, chemical or electrical impact such as ageing, corrosion, rotting or the excessive accumulation of rust, sludge, limescale or other deposits. However, if such damage leads to unforeseeable and sudden damage or destruction to insured items, this consequential damage is insured.
  - Glass breakage: Glass breakages of construction glass. This includes glazing such as glass façades and wall coverings; glass-like materials such as plexiglass and similar plastics where these are used in the place of glass; glass ceramic cooking surfaces and glass cooktops on induction hobs as well as kitchen and bathroom worktops and hearths; glass components of solar collectors and photovoltaic systems as well as skylight domes; insulating glass; stone kitchen countertops, washbasins, sinks, shower trays and bathtubs, toilets including cisterns, and bidets, including installation











costs, installation accessories, fittings and necessary repair costs for the chipping of the enamel coating.

The cover for glass breakage also extends to paintings, scriptures, window films and etched and sand-blasted glass. The insurance also covers consequential damage to the building up to CHF 5000.

- The insurance does not cover the following:
  - a. Damage due to wear (including scratches);
  - b. Damage to any type of screen;
  - Damage to light fixtures, bulbs, fluorescent tubes and neon tubes;
  - d. Damage to tiles, wall and floor panels and pipes;
  - Damage caused when working on the insured items or when moving or installing them;
  - f. Damage caused by fire, natural events, water-related incidents or theft (in accordance with D3) that is not covered by this contract.
- Earthquakes: Damage caused by earthquakes, i.e. tremors, which are triggered by tectonic processes in the earth's crust and damage caused by volcanic eruption, i.e. the rise and escape of magma, combined with ash cloud, ash fall, glowing clouds or flowing lava. Damage due to misplacement as a result of an earthquake or a volcanic eruption. The insurance also covers damage caused by fire, natural events, water-related incidents or glass breakage in accordance with D3 as a result of an earthquake or a volcanic eruption.
  - 1 The insurance does not cover damage caused by earthquakes caused by human behaviour (e.g. geothermal processes).
  - 2 Benefit restriction: The total compensation per year of the insurance is limited to the agreed insured amount. The benefits will be paid out only if the damage is not covered by the payout from the Swiss earthquake insurance pool or the payout from the earthquake fund of the cantonal buildings insurance of the canton of Zurich. The compensation amount is calculated from the determined overall damage less any payout from the specified organisations.
  - 3 Event definition: Damage that occurs at different times and in different locations within a period of 168 consecutive hours after the first damaging earthquake or volcanic eruption constitutes a single damage event if it is all due to the same atmospheric or tectonic cause.

# D.4 Additional costs

If agreed in the insurance contract, simpego will pay the following costs in connection with an insured event in accordance with D3 in addition to the insured home contents amount up to the limits specified in the insurance contract:

- 1 Loss of rental income from rented rooms;
- 2 Ongoing fixed costs such as mortgage interest, heating and auxiliary costs and insurance premiums for owner-occupied buildings or condominiums, but for a maximum of 2 years after the occurrence of the damage;
- Costs for the removal and disposal of the remnants of insured items (with the exception of: water, soil including fauna, flora and air, even if these are mixed in with the insured items);
- 4 Costs for the demolition of building remnants;
- 5 Costs for emergency glazing, emergency doors and emergency locks used to reduce the extent of the damage or prevent additional damage;
- 6 Costs for changing locks, i.e. the costs for changing or replacing keys, magnetic cards or locks on the insured buildina:
- 7 Costs for the cleaning of building components directly affected by an insured damage event and the cleaning of other insured items;
- 8 Extinguishing costs if imposed on the policyholder. The insurance does not cover public services that must be provided free of charge in line with statutory provisions;
- Costs for the uncovering and leak detection of leaks and costs for the thawing and repair of frozen or frost-damaged liquid-carrying pipe systems and the connected equipment inside the building, as well as pipes in the ground outside the building, provided that they exclusively serve the insured building or an insured structural installation. The insurance also covers the bricking-in or covering of the





- 10 Costs for the loss of water due to insured water damage;
- 11 Costs for the decontamination and any necessary replacement of soil (including flora and fauna) and for the replacement of extinguishing water at the insured location;
- 12 Costs for inflation adjustment in accordance with the decisive building cost index for a maximum of 2 years in between the occurrence of the damage and the performance of reconstruction work carried out in line with the relevant terms and conditions;
- 13 Additional costs for replacement services in the event of damage to building services;
- 14 Costs for earthworks and construction work for the identification and rectification of an insured event onbuilding services;
- 15 Loss of yield from photovoltaic systems as a result of it not being possible to feed excess energy back into the public grid or private networks. The average yield from the last 12 months prior to the occurrence of the damage is used as a basis for the calculation.

# D.5 Insured benefits

For each insured event, simpego will pay for the following:

- Repair of the damaged building or condominium. In the case of damaged or stolen movable items, structural installations and building services, repairs up to the value of a new procurement or replacement within the limits of the compensation guidelines.
- 2 Costs in accordance with D4 up to the amount specified in the insurance contract.
- 3 Costs for required psychological support from psychologists recognised by the Swiss Professional Association of Applied Psychology (SBAP) up to CHF 3000 per event.
- 4 Movement and protection costs that are necessary in order to restore, re-procure or clear away the insured item (e.g. dismantling and re-assembly of movable items) up to CHF 5000 per event.
- 5 Costs for reconstruction constraints that increase the effective damage up to max. CHF 5000 per event.

# D.6 Compensation guidelines

- 1 The maximum compensation in the event of a claim is limited to the insured amount specified in the insurance contract.
- Type of compensation: simpego can carry out the necessary repairs, provide replacement in kind or pay the compensation in cash.
- When working out the compensation amount for insured buildings and insured condominiums, the replacement value is taken as a basis. Any residual value will be deducted from this amount. If the building/condominium is not reconstructed to the same extent (and for the same purpose) and in the same community within 2 years of the date on which the damage occurred, the market value will be paid out as the compensation amount, but up to a maximum of the typical construction costs for the local area. In the case of properties for demolition, the demolition value will be paid out as the compensation amount.
- 4 When working out the compensation for insured movable items and structural installations, the reinstatement value is taken as a basis.
- When working out the compensation for insured costs in accordance with D4, the actual incurred costs are taken as a basis. For loss of rental income, the actual costs are made up of the net rental income less saved costs.
- 6 When working out the compensation for building services, the reinstatement value is taken as a basis in the first 3 operating years; from the 4th operating year, the fair value is paid out as the compensation amount.
- 7 Personal sentimental value is not taken into account in the calculation of the compensation.
- Reasonable damage-reduction costs are covered within the limits of the insured amount for the buildings insurance. If these costs plus the compensation exceed the insured amount, they will only be paid out if they constitute expenses that have been ordered by simpego.











- 9 Pre-existing damage: If damage already exists prior to the occurrence of the compensable damage, the compensation to be paid by simpego is limited to the extent of the repair costs for this damage.
- Property rights in the case of movable items, structural installations and building services: In the event of a replacement of an insured item, the property rights remain with the policyholder after the payment of compensation. The value of the unrepaired item is deducted from the compensation amount. If the insured item becomes valueless after a damage event and if proven costs are incurred for its disposal, these costs are also covered.
- VAT: Damage payments to taxpayers who deduct input tax are made without VAT. Damage payments made on the basis of the expected repair cost calculation do not include any VAT.

#### D.7 Construction risk cover

The insurance also covers damage as a result of construction projects in and on the insured building and the associated plot up to a total construction amount of CHF 250,000.

- Insured construction projects: Conversions and extensions to insured buildings/condominiums, including renovations to the roof and façade. The work must be carried out by certified experts.
- 2 Period of validity: The cover only applies during the construction period. The period is considered to have ended once the construction work has been accepted. Putting the construction work into use is classed as acceptance.
- Insured risks: Damage due to the theft of construction material that has already been fixed to the building and due to fire and natural events in accordance with D3 that affect new construction work. Damage due to the breakage of construction glass in accordance with D6 as a direct consequence of construction activities. Damage to buildings due to the ingress of water through openings in the roof if the roof openings are a result of the construction work and provided that all reasonable precautions have been taken to prevent the damage. Construction accidents, i.e. damage and destruction of new construction work and the insured building/condominium as a direct result of an accident-related, sudden, unexpected, violent external effect.
- 4 **Insured benefit**: If an insured event occurs, simpego will pay for the following:
  - 1 The costs to restore the state of the insured construction work and the insured building/condominium at the time at which the damage occurred;
  - 2 The costs to restore the subsoil and soil mass in the area of the construction site that are not part of the insured construction work.
  - The costs for locating and clarifying the cause of the damage in the event of construction accidents up to CHF 25,000 provided that these tasks were performed by an expert deployed by simpego.
- Cover is not provided for the following: Defects, crack formation and purely visual faults such as scratches on glass surfaces or on bathtubs, shower trays and kitchen worktops. Damage due to erroneous demolition and dismantling. Damage to construction work that is or must be insured by a cantonal insurance policy. Damage and warranty services that must be covered by the company assigned by the building developer in accordance with the applicable law. Damage caused by insured construction projects if the work involves tunnelling underneath or underpinning the building or parts of works or if the construction is contiguous to the supporting elements or involves its demolition.

# D.8 Exclusions

The insurance does not cover the following:

- Damage caused by war-like events, violations of neutrality, revolution, rebellion and insurgency and the measures taken to counter these events, unless you can prove that the damage is not connected to these events in any way;
- 2 Damage due to civil unrest (acts of violence against people or property by gangs or during violent demonstrations) and the measures taken to counter these acts, unless it can be demonstrated to our satisfaction that you have taken all reasonable





- 3 Damage caused by a change to the atomic nucleus structure, regardless of the cause of the change;
- 4 Damage that occurs during the confiscation of the insured item by the state or the military;
- 5 Damage caused by tremors that are triggered by tectonic processes in the earth's crust and volcanic eruptions, unless this is agreed as insured cover in the insurance contract;
- 6 Damage caused by tremors caused by the collapse of artificially created voids:
- 7 Damage caused by water from reservoirs or other artificial water facilities, regardless of the cause;
- 8 Damage caused by the activities of public military services, the police and other bodies with a duty to provide assistance;
- 9 Damage caused by poor subsoil, defective structures (in particular caused by a failure to observe SIA construction standards), inadequate building maintenance or failure to take defensive measures;
- 10 Damage to the environment (environmental damage) and the associated costs that extend beyond Article D4.11;
- Damage to photovoltaic systems with an output of over 30 kilowatt peak (kWp).

# E – 24h home assistance

#### E.1 Area of validity

- Emergency tradesperson service: Switzerland
- 2 Loss of keys: worldwide
- 3 Bike assistance: Europe

# E.2 Insured persons

Insured persons are the policyholder and all of the persons living with the policyholder in the shared household, as well as weekly residents who regularly return to the shared household.

# E.3 Emergency tradesperson service

The insurance covers the organisation of assistance in the case of defects and in emergency situations that call for immediate measures.

- Insured benefit: Organisation and assumption of costs for specialists and tradespeople up to CHF 2000 per event.
- 2 Benefit restriction: The cover applies to a maximum of 2 damage events per year of the insurance.

# 3 Insured risks:

- Pipe-cleaning service in the event of an unforeseen blockage of pipes;
- 2 Repair work in the event of a defect in the sanitary facilities;
- 3 Guard and security service if it is no longer possible to provisionally lock the apartment or the building/mobile home or caravan with fixed location:
- 4 Repair of defective heating, air-conditioning and ventilation systems and of defective electrical installations and electrical systems. Costs for any rental equipment required in an emergency are also covered. In the case of rental properties, the cover is limited to the costs for any rental equipment required in an emergency.
- Removal or relocation of wasp, hornet or bee nests in the rooms occupied by the insured persons or in the insured building, provided that the removal or relocation is not prohibited for legal reasons (e.g. species protection). Occupied rooms also include balconies, terraces, basements, attics and external façades;
- 6 Control of ants, cockroaches, silverfish, mice, rats or bedbugs, including the costs for the analysis work required to determine the type of pest.
- 4 **Exclusions** the insurance does not cover:
  - Costs for definitive damage rectification if this cannot be provided as part of the organised emergency assistance;
  - 2 Costs for periodically required upkeep and maintenance work;











- 3 Costs for damage caused by insufficient upkeep and maintenance work or a failure to carry out such work:
- 4 Costs for pipe blockages caused by improper use;
- 5 Costs that are the object of warranty, service or maintenance agreements;
- 6 Warranty services that are required due to the performance of emergency measures by the recruited tradespeople;
- 7 Costs for damage to the building and home contents in connection with the removal or relocation of pests as well as wasp, hornet and bee nests.
- 8 Costs and damages in connection with a lack of heating fuel.

#### E.4 Loss of keys

The insurance covers the keys to apartments, houses, properties, safes and mailboxes, as well as badges and magnetic cards.

- 1 Keys owned solely or jointly by an insured person:
  - Insured benefit: up to CHF 2000 per insured event: Costs for a locksmith as an emergency measure, and costs for replacement keys. If the home contents or building is insured under the same contract, the necessary costs for changing locks are also covered at the insured location, as well as the costs for repairing the locking system.
  - Insured risks: Loss (loss, misplacement, theft); damage; sudden unforeseen inoperability of locking systems; accidentally being locked in and locked out and opening of entrance doors if an insured person is no longer able to open the door from the inside as a result of illness, accident, loss of consciousness or death.
- 2 Third-party keys that have been entrusted to an insured person:
  - Insured benefit: Costs for the locksmith as an immediate measure; assumption of the liability claims made against the insured person and the defence of any unjustified liability claims.
  - 2 Insured risks: Loss (loss, misplacement, theft) and damage.
- 3 Benefit restriction: The cover applies to a maximum of 2 damage events per year of the insurance.
- 4 **Exclusions –** the insurance does not cover:
  - 1 Costs in connection with vehicles of all types.

# E.5 Bike assistance

- Insured vehicles and persons: Insured group of persons in accordance with E2 as the driver or passenger of bicycles, electric motorbikes and electric bikes with assistance up to 25 km/h, mobility scooters with electric motor, wheelchairs and electric wheelchairs that are in the possession of an insurance person. The insurance also covers trailers provided that these are approved for the vehicle in question, and any accessories carried on the vehicle such as navigation devices, protective clothing, repair kits etc.
- 2 **Insured benefit**: Assumption of the costs up to CHF 2000 per event:
  - 1 Breakdown assistance at the site of the event;
  - 2 Towing of the vehicle to the nearest suitable repair workshop and transportation of the vehicle back to the insured person once the repair work is complete;
  - 3 Salvage after an accident if the vehicle is located on a generally accessible road;
  - 4 If the vehicle cannot be repaired on the same day, cannot be recovered on the same day in the event of a theft, or if it is not possible to continue the journey on the same day for medical reasons, the policyholder can choose between the following options:
    - a. Return travel to the starting point of the journey;
    - Continued travel to the destination via an alternative means of transport;
    - c. Accommodation and board for a maximum of 2 days and nights up to CHF 300 per person for insured persons as well as any minors travelling with the insured persons and one other person travelling with the insured persons who is not a member of the insured group of persons.



- Return transport of the vehicle if continued travel is not possible due to an insured event. The vehicle can be returned either to a suitable repair workshop at the policyholder's place of residence or directly to the policyholder's home provided that the vehicle is located in Switzerland, the Principality of Liechtenstein or bordering regions abroad (max. 20 km linear distance from the Swiss border).
- 3 Benefit restriction: The cover applies to a maximum of 2 damage events per year of the insurance.

#### 4 Insured risks:

- Breakdowns, i.e. the sudden, unforeseen failure of the vehicle due to a technical or mechanical defect that makes continued travel impossible or legally impermissible. A loss of keys, tyre defects and discharged batteries are also classed as breakdowns. In the case of discharged batteries, an additional deductible of CHF 100 per event will be charged.
- 2 A traffic accident, i.e. damage as a result of sudden, violent, mechanical, involuntary external impact, that makes continued travel impossible or no longer legally permissible. This includes in particular events due to impact, collision, overturning, crashing, sinking or being submerged.
- 3 Theft or attempted theft of the vehicle.
- 4 Malicious damage.
- Medical emergencies (illness, accident or death) experienced by an insured person while on the road.
- 5 **Exclusions** the insurance does not cover:
  - 1 Costs for repairs, spare parts, scrapping, disposal of batteries;
  - 2 Replacement costs for the stolen vehicle;
  - 3 Costs for maintenance and service;
  - 4 Damage that was caused by the intentional commission of crimes or offences or the attempt to commit the same:
  - 5 Damage that occurs due to failure to comply with the manufacturer's specifications;
  - 6 Damage in connection with the violation of legal provisions;
  - 7 Damage to transported cargo;
  - 8 Damage caused by foreseeable natural disasters;
  - 9 Damage that occurs during competitions or sporting events with a competitive nature;
  - 10 Damage that occurs during participation in races, rallies and similar competition runs as well as during training and other runs on racing tracks and official training tracks;
  - Damage that occurs when performing types of cycling such as BMX, track cycling or artistic cycling, dirt jump cycling or similar;
  - 12 Damage caused by inadequate vehicle maintenance.

# Exclusion of liability:

13 simpego is not liable for damage resulting from third-party services organised in accordance with E5, for any damage to items, goods or animals carried in the vehicle, or for any subsequent costs.

# F - Gross negligence

# F.1 Insured benefit

In the home contents, personal liability and buildings insurance policies, simpego waives its legally assigned right of recourse and right of reduction if the insured event is caused by gross negligence.

# F.2 Exclusions

The insurance does not cover:

- If the policyholder or the person entitled to benefits has caused the insured event when drunk or incapable of driving, when under the influence or drugs or substance abuse, as a result of a blatant disregard for the maximum permissible speed limit, reckless overtaking or participating in unauthorised races with motor vehicles in accordance with Article 90, Para. 3 of the Swiss Road Traffic Act;
- 2 For damage in connection with the damage, modification or loss of the policyholder's data or third-party data;











- 3 For any reductions due to the violation of duties of care when handling credit cards and customer cards;
- 4 For damage caused by the failure to observe FIS rules;
- For damage intentionally or deliberately caused by insured persons.

#### G - Accident insurance

#### G.1 Insured vehicles

Electric motorbikes and electric bikes with assistance up to  $25\,\mathrm{km/h}$ , mobility scooters with electric motor, wheelchairs and electric wheelchairs.

#### G.2 Insured persons

Insured persons are the policyholder and all of the persons living with the policyholder in the shared household, as well as weekly residents who regularly return to the shared household.

#### G.3 Insured risks

The insurance covers accidents involving persons that occur during the use of the vehicle, when getting into and out of the vehicle and when carrying out handling operations required when on the road.

# G.4 Definition of accidents involving persons

Any damage to health that is involuntarily sustained by the insured person as a result of the impact of a sudden, violent external event.

The following list of physical injuries are also considered accidents even without any extraordinary external effect, and provided that they are not clearly the result of a disease or degeneration:

- Fractures, joint dislocations, meniscus tears, muscle tears, pulled muscles, tendon tears, ligament lesions, eardrum injuries;
- 2 Damage to health due to the involuntary inhalation of gases or vapours and the accidental intake of toxic or substances;
- 3 Frostbite, heatstroke, sunstroke, drowning and damage to health through ultraviolet rays, with the exception of sunburn.

# G.5 Insured benefits

# Hospital daily benefit:

- During the required hospitalisation period as well as the period spent at a convalescence centre after hospitalisation where this stay was ordered by a registered physician and approved by simpego, simpego will pay the agreed hospital daily benefit per accident. The hospital daily benefit is also paid out for Sundays and public holidays.
- 2 The payment starts on the day of hospital admission and continues for a maximum of 60 days. If multiple hospitalisation periods or periods at a convalescence centre are required as a result of an accident, these are considered a single event. The payments can be claimed for a maximum of 5 years following the date of the accident.
- 3 No hospital daily benefit is paid out for persons who are under 16 at the time of the accident.
- 4 The amount of hospital daily benefit is dependent upon the agreement in the insurance contract:

Basis: CHF 50 / day; Plus: CHF 100 / day

# 2 In the event of death

- If the accident leads to the death of the insured person, simpego will pay the agreed amount.
- 2 For persons under 16 years of age at the time of the accident, the death benefit is CHF 7000.
- 3 The death benefit is paid out in accordance with the statutory heirship.
- In the event of the death of an insured person who was the carer for one or more minors, simpego will pay double the insured amount. If the insured person has also left behind a spouse in addition to these persons, half of this amount will be paid to the spouse and half to the minors.
- 5 The death benefit amount is dependent upon the agreement in the insurance contract:

**Basis**: CHF 10'000; **Plus**: CHF 15'000



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3 Travelling pets: If a pet that is being carried in the vehicle is injured in an accident, simpego will pay for treatment up to CHF 2500 per animal and up to a maximum of CHF 5000 per event.

#### G.6 Exclusions

The insurance does not cover accidents or damage to health in the following cases:

- 1 Where such damage is as a result of earthquakes;
- Where such damage is sustained by persons when personally intentionally committing crimes, offences or assaults or the attempt to commit the same;
- 3 Where such damage is a result of treatment or examination measures (e.g. surgical procedures, injections, irradiation);
- 4 Where such damage is sustained by persons stealing the vehicle;
- Where such damage is caused by use of the vehicle not intended by the manufacturer.

# H - Unemployment

# H.1 Insured persons

Insured persons are the policyholder and all of the persons living with the policyholder in the shared household, as well as weekly residents who regularly return to the shared household.

#### H.2 Insured risks

The insurance covers costs that are incurred in connection with the involuntary unemployment of an insured person that takes effect without prior notice during the term of the insurance contract.

# H.3 **Definition of involuntary unemployment**

- 1 Employment contracts with an indefinite term: Involuntary unemployment refers to the termination of the employment relationship by the employer in compliance with the contractually agreed notice period.
- 2 Fixed-term employment contracts: Involuntary unemployment also refers to the failure to renew a fixed-term employment contract if this contract has previously been renewed at least twice and for a minimum total of 12 months and if the non-renewal could not have been predicted by the employee, e.g. due to a defined assignment or project end date.

# H.4 Insured benefit

For each insured event, simpego will pay for the following:

1 The premium for this insurance contract for the duration of unemployment, but up to a maximum period of the current insurance year and the following insurance year.

For each insured event and insured person, simpego will pay the following, up to the amount agreed in the insurance contract:

- 2 Costs for location consultancy and the creation of CVs and other application documents, including their translation by a professional service provider.
- 3 Subscription costs for job listing publications and job portals.
- 4 Outward and return travel costs for job interviews: 1st class by public transport, Economy flights and up to CHF 0.70 per kilometre when travelling with one's own or a rented/borrowed vehicle.
- 5 Costs for clothing suitable for the application process, i.e. for shirts and blouses, men's and women's suits, shoes, ties and tights. This list is conclusive.

# - Term definitions

- Demolition value (building): Revenue of the property for demolition, not including the plot, if it were to have been sold at the time that the damage occurred.
- 2 Structural installations: Installations that are connected to the ground, even if the structural installation in question is resting on the ground through its own weight, such as mobile structures, retaining walls, sculptures, decorative fountains, steps, paths, driveways, mailboxes, flagpoles, fences, artificially constructed garden ponds, solar cells etc.











- 3 Replacement value (building): Typical construction costs for the local area for the reconstruction or restoration of the insured property at the time of the damage event.
- 4 First-loss cover: Maximum compensation amount agreed for a certain risk (e.g. accidental damage).
- Mobile structures: Structural installations that do not require an ordinary building permit, such as summerhouses, beehives, garden sheds, chicken coops etc.
- Shared household: Includes all persons who are registered at the same address and who together form a community of residents.
- 7 Total construction amount: Total construction costs in accordance with the building estimate (calculated according to SIA estimates). The total construction amount is made up of the cost estimate (including planning fee and tradesperson wages) less land costs, fees and interest.
- 8 Geothermal processes: Procedures for the utilisation of heat stored underground.
- 9 Implosion: Sudden collapse of a hollow body as a result of external pressure.
- Land register plan: True-to-scale depiction of plots in the real estate register. The plots are listed with their size, type of use, location and additional features, and are depicted in graphic form.
- Minor maintenance (rental properties): Minor cleaning or improvement work that is required for usual maintenance, such as repairs to the installations, fittings and appliances in the kitchen and bathroom, replacement of electrical switches, sockets, fuses and bulbs, and the unblocking of drains up to the main line etc.
- 12 **Legitimation**: Authorisation
- 13 Maser: Laser in the microwave range.
- Mobile home: Transportable residential unit with interior furnishings that are comparable to an apartment and that can only be transported by truck.
- Inflation adjustment (building): Additional costs that are effectively incurred due to changes in price between the occurrence of the damage and the reconstruction of the building.
- 16 Replacement in kind: Direct replacement of a damaged insured item; means that the damage is not replaced with money but rather the insured item itself is replaced.
- Reinstatement value: Value of a new procurement or equivalent replacement at the time of the damage event. Any residual value of the damaged item will be deducted from the amount. In the event of pets, the reinstatement value is the value of a new procurement or equivalent replacement of the pet at the time of the damage event. In the event of the death of a pet, the reinstatement value corresponds to the paid purchase price plus the funeral expenses.
- 18 **Friendly fire damage**: Damage caused by a fire at its designated site, e.g. a fire in a fireplace, on a gas stove, in a boiler etc.
- Usufructuary (of properties or plots): A usufructuary has the right to treat the building or plot as his or her own, despite not being the owner. This means that the usufructuary is able to fully enjoy the benefits of the property, and the owner remains solely the "naked" owner during the period of usufruct.
- 20 Damage-reduction costs: Subsequent costs of a damage event that are incurred as a result of rescuing an insured item or saving it from more major damage.
- 21 Jewellery: Items made from processed precious metals, gemstones and pearls.
- 22 Scorching damage: Fire damage caused without flames, e.g. due to flying sparks, glowing ash etc.
- 23 Subsidiary: Damages for which the benefit is subsidiary are only covered if another insurance does not cover the damage, e.g. the liability insurance of a service provider.
- 24 Tectonic causes/processes: Processes that occur as a result of movement of the earth's crust.
- 25 Market value: Revenue of the property, not including the plot, if it were to have been sold at the time that the damage occurred.
- 26 Full value: Value of an insured item.
- 27 VVG: Versicherungsvertragsgesetz (Swiss Federal Act on Insurance Policies).
- 28 Fair value: Reinstatement value less depreciation due to wear and tear or other reasons. Any residual value is calculated at fair value.