

# Household Contents Insurance

General Insurance Conditions (AVB)  
Version 04.2019

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# I General provisions

## 1 Introduction

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

## 2 Scope of Household Contents Insurance

Household Contents Insurance covers private movable property belonging to the policyholder or persons who live in the same household. CSS Versicherung AG (hereinafter referred to as "CSS") insures the risks of fire, natural hazards, earthquake and volcanic eruptions, water, theft and glass breakage.

This insurance comprises "mandatory natural hazard insurance" and "voluntary household contents insurance". Where cover is afforded under both mandatory natural hazard insurance and voluntary household contents insurance, mandatory natural hazard insurance takes precedence. To the extent required by law, the insurance policy distinguishes between mandatory natural hazard insurance, fire insurance, and voluntary household contents insurance.

## 3 Beginning, term and end of the insurance

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

Both the policyholder and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.

## 4 Content of the contract, formal requirements

The content of the contract is based on these AVB, the policy, and statutory provisions.

Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

## 5 Obligation to notify

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

### Violation of the obligation to notify:

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

## 6 Changes to the insurance

The policyholder undertakes to notify CSS immediately in writing of any significant change in the value of the household contents. CSS has the right to adjust the premiums and sums insured to the new circumstances when, for example, an additional risk or further property is to be

insured or another person joins the household. In the case of mandatory natural hazard insurance, only the sum insured, which serves as the basis for the calculation of the premium, will be adjusted by CSS. If the legal basis changes, for example in the case of mandatory natural hazard insurance, CSS may also request that the insurance be adjusted.

CSS must inform the policyholder of the change no later than 30 days before it becomes effective. In the case of statutory cover, a change in scope that has been prescribed by a federal authority does not constitute grounds for termination.

## 7 Reporting obligation and other obligations

### a) Increase and changes in risk

During the term of the insurance, the policyholder must inform CSS immediately of every change in a material fact that is significant for assessing the risk of which he is aware or should be aware and was asked about in writing before taking out the insurance.

CSS has the right to adjust the premium to the new circumstances or to terminate the insurance contract within 14 days of receipt of the policyholder's notification by giving 30 days' notice.

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

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

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

CSS has the right to adjust individual policies and premiums to the new circumstances. An adjustment of this kind does not constitute grounds for termination. If the policyholder relocates abroad, the insurance contract will end on the date of departure.

### c) Notifications to CSS

All notices and requests should be addressed to CSS. All notices from CSS shall be deemed to have been duly given if sent to the most recent address (postal address, email address) of the insured person or rightful claimant as notified to the insurer.

## 8 Obligations in the event of a claim

In the case of an insured event, the policyholder must

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

### In case of theft, the policyholder must also

- f) inform the police immediately, request an official investigation, and neither remove nor change the evidence without the permission of the police. CSS can request a police report on the matter;

- g) follow the instructions of the police and CSS to the best of his ability and take all suitable measures to identify the perpetrator and recover the stolen property;
- h) inform CSS immediately if stolen property is found or information about it is received.

## 9 Termination in the event of a claim

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

## 10 Other reasons for cancellation

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

## 11 Payment of premiums and refunds

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

### No refund is due if

- c) the policyholder terminates the contract in the event of a claim and the contract was in force for less than 12 months;
- d) the policyholder has violated his duties or obligations towards CSS as defined in Art. 5, 6, 7 and 8 in order to deceive;
- e) CSS pays benefits and the insurance no longer applies because the risk has ceased to exist (total loss).

## 12 Change to premium rate and retention fee

If the premiums or rules on retention fees change, CSS can adjust the contract. To this end, CSS must inform the policyholder about the new contract terms and conditions no later than 30 days before the insurance year ends. The policyholder then has the right to terminate the contract at the end of the current insurance year.

If the policyholder exercises this right, the contract ceases at the end of the insurance year. CSS must receive notice of termination no later than the last day of the insurance year. Failure by the policyholder to terminate the contract is deemed as acceptance of the contract amendment. The policyholder acknowledges that the premium rate and rules on retention fees for mandatory natural hazard insurance are uniform rates and rules set down in law.

## 13 Statute of limitations

Claims arising from the insurance contract become time-barred five years after the circumstances arise that constitute grounds for the obligation to pay benefits. Debts of the

policyholder from contracts concluded prior to 1 January 2022 continue to become time-barred after two years.

## 14 Assignment of entitlement to benefits

The policyholder can assign his entitlements to benefits to a third party only with the written approval of CSS.

## 15 Claims on third parties

If CSS has paid benefits from this contract that the policyholder could claim from a third party, the policyholder must assign these claims to CSS in the amount it has paid.

## 16 Applicable law

The contractual relationship between CSS and the policyholder is subject to the Federal Insurance Contract Act (VVG) unless the General Insurance Conditions (AVB) provide otherwise. The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. Any special agreements take precedence. In the case of mandatory natural hazard insurance, the special regulations laid down in the Ordinance on the Supervision of Private Insurance Companies (AVO) also apply. Where mandatory natural hazard insurance is concerned, in the event of a conflict between a provision of these AVB or the policy, on the one hand, and a provision of the AVO, on the other, the AVO provision takes precedence.

## 17 Place of performance and jurisdiction

- a) The obligations arising from the insurance shall be performed in Switzerland and in Swiss currency.
- b) In the case of legal disputes with CSS, action can be taken at the policyholder's place of residence in Switzerland or at CSS's registered office.

# II Household Contents Insurance

## 18 Insured property

CSS provides insurance cover for

- a) all items of movable property for private use that belong to the policyholder and persons living in the same household.
- b) this also includes equipment and materials that are used to maintain the building which the policyholder lives in or owns, including any associated land.
- c) the insurance provides cover of up to CHF 20,000 for movable structures (e.g. garden shed, rabbit cage or beehive, and shed for storing equipment), incl. contents, at the insured location. The sum insured for these movable structures is to be included in the total sum insured under the Household Contents Insurance policy. The limit on insurance benefits does not apply if a movable structure is covered by mandatory natural hazard insurance.
- d) items for personal use that have been entrusted, leased or rented are also covered. Cover for professional tools and utensils is capped at CHF 5,000.

### Exclusions

- Tools and items belonging to the employer.
- Damage from simple theft of commercial goods and of commercial goods outside of the insured location defined in the policy (e.g. while being transported).

- e) Guests' personal effects (excl. money) are covered for up to CHF 5,000.

- f) Damage of up to CHF 1,000 per loss event to food stored in the freezer for private consumption which becomes inedible due to an unforeseen failure of the cooling unit. The indemnity for replacing the freezer contents will equal the market price at the time of the claim of the food that has been spoiled.

**Exclusions**

- Damage due to operating errors (e.g. pulling out the plug).
- Cost of replacing, repairing or servicing the freezer.

- g) Bicycles and e-bikes with pedal assistance of no more than 45 km/h.

Mandatory natural hazard insurance covers only the household contents and other movable property belonging to the insured persons.

**19 Money**

In addition to the sum insured under voluntary household contents insurance, the following are insured for up to CHF 5,000 per loss event against losses caused by fire, natural hazards, earthquake and volcanic eruptions, water, burglary and robbery:

- a) Cash, securities, savings books, travellers cheques, coins and medals, precious metals (as inventory, bars or commodities), unset precious stones and pearls, even if such have been entrusted to the policyholder.
- b) Tickets and season tickets for public transport, air tickets and vouchers (the actual cost after any refund of contractual compensation by the carrier or issuer).

**Exclusions:**

- Money in the case of simple theft (at home or away from home).
- Money kept in movable structures, motor vehicles, boats, ships, caravans, and motor homes without a fixed location.
- Money of the employer and of guests.

**20 Insured costs**

Total cover under voluntary household contents insurance for the following costs (financial loss) arising from an insured loss event as a result of fire, natural hazards, earthquake and volcanic eruptions, water or theft at the insured location equals **20% of the sum insured** under voluntary basic household contents insurance, up to a **maximum of CHF 10,000**. This maximum CHF 10,000 cover limit applies in addition to the sum insured that has been agreed for voluntary basic household contents insurance.

**a) Additional living costs**

The insurance covers the additional costs incurred if rooms are damaged and unusable, and from lost income from subtenants. Any costs that are saved will be deducted.

**Exclusion:**

- Costs in the case of simple theft (at home or away from home).

**b) Removal and disposal costs**

The insurance covers the actual cost of clearing the remains of the insured household contents at the site of the damage and for taking them to the nearest suitable disposal area, as well as any storage and destruction fees.

**Exclusion:**

- Cost of restoring or disposing of water and soil (including fauna and flora) and of cleaning the air and water.

**c) Cost of emergency glazing, doors and locks**

The insurance covers the actual cost of carrying out the measures taken.

**d) Cost of changing locks**

The insurance covers the actual cost of changing or replacing locks at the locations defined in the policy and of bank safes that the policyholder has rented, including the keys.

**Exclusion:**

- Costs in the case of simple theft (at home or away from home).

**e) Fees charged by the police or fire service**

The insurance also covers fees charged by the police or fire service when an alarm system sends a false alarm but there is no evidence of an insured event.

**f) Blocking fees and replacement costs**

The insurance covers blocking fees and replacement costs of documents, such as identification papers, passports, ID cards or duplicates, credit cards and similar cards.

**g) Mitigation costs**

The insurance also covers mitigation costs that are incurred by the policyholder in attempting to contain the scope of the damage. Such costs are covered if CSS has ordered the measure to mitigate the loss.

**Exclusion:**

- Costs in the case of simple theft (at home or away from home).

**h) Damage to the building and household contents**

The insurance covers the costs of repairing damage to the building as the result of burglary or attempted burglary.

The sum insured for voluntary basic household insurance at the insured location also covers malicious damage by third parties to household contents, to the interior of the home including the entrance door, and to single-family homes. The insured costs are also covered without theft if the perpetrator or perpetrators gained unauthorised access to the premises.

**Exclusions**

- Costs in the case of simple theft (at home or away from home).
- The insurance covers these costs only if they are not already covered by another policy.

**21 Sum insured**

**a) Calculation method**

In order to calculate the correct sum insured, the policyholder can choose between the two calculation methods described in para. b) and c).

The resulting sum insured constitutes an estimate that does not necessarily have to be used. Responsibility for the accuracy of the sum insured rests with the policyholder.

### b) Calculation by square metre

The sum insured is calculated based on the entire living area of the insured premises in square metres (m<sup>2</sup>) multiplied by the following insurance values:

**Cat. A** – Basic standard of furnishings = CHF 1,000 per m<sup>2</sup>

**Cat. B** – Medium standard of furnishings = CHF 1,250 per m<sup>2</sup>

**Cat. C** – High standard of furnishings = CHF 1,500 per m<sup>2</sup>

### c) Calculation by inventory sheet

The correct sum insured is calculated based on the number of rooms and the number of people.

### d) Mandatory natural hazard insurance

In the case of mandatory natural hazard insurance, the sum insured will be determined according to the full value of the insured property at the time the contract is concluded (full value cover).

## 22 Underinsurance and full value insurance

- a) Underinsurance is deemed to exist if the sum insured is less than the actual total value (new-for-old) of the insured property immediately before the loss event occurs.
- b) In case of underinsurance, CSS may reduce the benefits and indemnify the loss only in the proportion the sum insured under basic household contents insurance bears to the actual total value.
- c) In case of damage to household contents, CSS will not take any underinsurance into account provided the loss amount does not exceed CHF 20,000. This rule does not apply to mandatory natural hazard insurance (indemnity at full value).
- d) In the case of first loss insurance, the loss will be assumed up to the level of the agreed sum insured, without any underinsurance being taken into account.

## 23 Insured risks and losses

CSS insures the risks and losses described below, provided these have been requested by the policyholder and are shown in the policy:

### 23.1 Fire and natural hazards

- a) Damage caused by fire, sudden and accidental effects of smoke, lightning, explosion, implosion and by aircraft and spacecraft or parts thereof that crash or make an emergency landing.
- b) Scorching and damage to property through accidental exposure to a controlled fire or heat, up to CHF 5,000.
- c) In the case of mandatory natural hazard insurance: damage from natural hazard events such as high water, flooding, storm (winds of min. 75 km/h that uproot trees or unroof buildings in the vicinity of the insured property), hail, avalanche, weight of snow, rock slide, rock fall and landslide. Damage by natural forces is deemed to be destruction, damage or loss as a result of a natural hazard event.
- d) Theft as a consequence of one of the above events (letters a–c).

#### Limitation of liability in the case of mandatory natural hazard insurance:

Mandatory natural hazard insurance is full value insurance. Benefits are essentially paid out up to the sum insured that is stated in the policy. In addition, in the case of major natural hazard events, the benefits paid out by insurance companies are limited as follows in accordance with the AVO (limits on liability):

- 1) If the indemnities determined for a single loss event and a single policyholder by all insurers in Switzerland licensed to conduct this line of business exceed CHF 25,000,000, they will be reduced to this sum.
  - 2) If the indemnities determined by all the insurers permitted to offer natural hazard insurance in Switzerland and mentioned in para. e 1) for a single insured natural hazard event in Switzerland exceed CHF 1 billion, the indemnities payable to the individual claimants will be reduced in such a way that they do not collectively exceed this amount.
  - 3) Indemnities for damage to movable property (household contents) and buildings will not be added together.
  - 4) Losses separated in time and physical location will be deemed to constitute a single event if they can be traced to the same atmospheric or tectonic cause.
- These benefit limitations apply within the scope of the regulations on natural hazards insurance that are mandatory by law. Should the statutory benefit limitations change, the benefit limitations in force at the time of the damage shall take precedence.

#### Exclusions for fire damage:

- Damage to live machines, apparatus and cables caused by the effects of the electrical energy itself, overvoltage or excess heating due to overload.
- Damage from the normal or gradual effects of smoke.

#### Exclusions for natural hazard events under mandatory natural hazard insurance:

- Damage to land vehicles, rail rolling stock and locomotives, aircraft, and seagoing, inland lake and river vessels.
- E-bikes with pedal assistance capable of travelling at over 25 km/h and producing power of over 0.5 kW (yellow number plate).
- Goods in transit.
- Guests' personal effects, tools and items belonging to the employer, as well as other temporary third-party property.
- Valuables (property insurance).
- Costs.
- Collision damage insurance.

The following are not deemed to be damage by natural forces:

- Damage caused by subsidence, poor building terrain, faulty construction, inadequate building maintenance, failure to take preventive measures, manmade earth movements, snow sliding from roofs, groundwater, the rising and overflowing of bodies of water that experience has shown to recur at shorter or longer intervals.
- Regardless of their cause, damage caused by water from reservoirs or other artificial bodies of water, backups from sewers or changes in the atomic structure.
- Operational or production damages which, based on experience, must be expected, such as damages associated with construction above and below ground, mine construction, and the quarrying of stone, gravel, sand or clay.
- Ground-shaking caused by the collapse of man-made cavities.
- Vibrations which are caused by tectonic activity of the earth's crust (earthquakes) and volcanic eruptions (can be covered by voluntary supplementary insurance).

### 23.2 Earthquakes and volcanic eruptions

a) The insurance covers the damage, destruction or loss of items from the insured household contents in Switzerland caused suddenly and unexpectedly by earthquakes or volcanic eruptions.

An earthquake is defined as the large-scale shaking of the earth triggered by tectonic movements in the earth's crust and upper mantle. In case of doubt, the assessment of the Swiss Seismological Service (SED) will determine whether the event in question constitutes an earthquake.

Volcanic eruptions are defined as the release of pressure from a vent in the earth's crust, which results in the flow of lava, discharge of ash and other released material and gases.

The insurance cover also extends to tsunamis, i.e. waves caused by earthquakes on the seabed, landslides, volcanic eruptions or meteorite impact.

- b) In cantons where mandatory insurance for earthquakes and volcanic eruptions is already in place, the insurance cover will be considered as supplementary and subsidiary to such mandatory insurance and will be restricted to the portion not covered by the mandatory insurance. This will apply mutatis mutandis on the introduction of statutory benefits for earthquake or volcanic eruptions, such as an earthquake pool.
- c) Consequential damage caused by looting, fire or water (conclusive list) as a direct or indirect consequence of an earthquake, volcanic eruption or tsunami is also insured.
- d) All claims arising within 168 hours of the first damaging tremor or eruption and which can be traced to the same cause constitute a single loss event. Only claims commencing during the contract term are insured.

#### Exclusions:

- Damage arising from earthquakes caused by human activity, e.g. geothermal activities.
- Ground-shaking caused by the collapse of man-made cavities. In case of doubt, the Swiss Seismological Service shall decide.
- Damage due to water from reservoirs, regardless of the cause.
- Damage caused by changes in the structure of the atomic nucleus, regardless of their cause.

### 23.3 Theft

The insurance covers damage to household contents at the insured location from burglary, robbery and simple theft (including vandalism) which can be conclusively proven by evidence, witnesses or on the basis of circumstances, even if nothing is stolen.

#### Exclusions:

- Damaged caused by persons living in the same household as the policyholder.
- Damage caused by loss, misplacement or misappropriation.

a) Burglary is theft by perpetrators who use force to gain access to a building or to a room in a building or who break open a receptacle and commit theft by opening rooms with the proper keys or codes, provided the perpetrator acquired such through burglary or robbery.

#### Exclusion:

- Damage caused when a vehicle is broken into. Vehicles do not constitute a receptacle.

b) Robbery is theft involving the threat and/or use of violence against the policyholder and persons living with him in the same household, and theft committed when persons are incapable of offering resistance on account of unconsciousness, accident or death.

#### Exclusion:

- Losses caused by pickpockets and confidence tricksters.

c) Simple theft at the insured location is theft that is deemed to be neither burglary nor robbery. Separate supplementary insurance must be purchased for simple theft away from home.

#### Exclusions

- Money.
- Damage caused by loss, misplacement or misappropriation.

d) The indemnity for jewellery in the case of simple theft at the insured location is limited to 20% of the sum insured, max. CHF 20,000. This benefit limit also applies to burglary in cases where the jewellery is not locked in a safe weighing at least 100 kg or that is built into the wall. Jewellery also includes wristwatches and pocket watches with an individual value of more than CHF 5,000. The sum insured for jewellery can be increased by taking out separate supplementary insurance.

### 23.4 Water

a) Damage caused by water leaking from pipes and connected equipment and apparatus, and from aquariums, water beds, humidifiers and ornamental fountains:

#### Exclusions

- Damage that arises during the filling or emptying of liquid containers and pipe systems and while performing maintenance work.
- Damage to heat exchangers or heatpump circulation systems if water is mixed with other fluids or gases within these systems.
- Damage to the leaked fluid itself as well as from the loss thereof.
- Damage from gradual water seepage.
- Damage from fire or natural forces (incl. earthquake and volcanic eruptions) or from subsidence, poor building terrain, faulty construction, inadequate building maintenance and failure to take preventive measures.
- High water as a natural hazard event to which mandatory natural hazard insurance is solely applicable.

b) Damage caused by rain, snow or meltwater inside the building, provided the water entered through the roof, gutters, external drainpipes or through closed windows, doors or skylights.

#### Exclusions

- Damage from water entering through open doors, windows, skylights, roof hatches, emergency roofs or openings in the roof of new buildings or while renovations or other work is continuing.
- Damage from fire or natural forces (incl. earthquake and volcanic eruptions) or from subsidence, poor building terrain, faulty construction, inadequate building maintenance and failure to take preventive measures.
- High water as a natural hazard event to which mandatory natural hazard insurance is solely applicable.

c) Damage from groundwater or slope seepage water (incl. backups from sewers) inside the building.

#### Exclusions

- Damage for which the owner of the sewer is liable.
- Damage from fire or natural forces (incl. earthquake and volcanic eruptions) or from subsidence, poor building terrain, faulty construction, inadequate building maintenance and failure to take preventive measures.
- High water as a natural hazard event to which mandatory natural hazard insurance is solely applicable.

d) Damage caused by oil leaking from heating systems or heating oil tanks and by fluids from alternative heat extraction facilities.

#### Exclusion:

- Damage from fire or natural forces (incl. earthquake and volcanic eruptions) or from subsidence, poor building terrain, faulty construction, inadequate building maintenance and failure to take preventive measures.

## 24 Supplementary insurance

CSS insures the risks described below, provided these have been requested by the policyholder and are shown in the policy:

### 24.1 Glass breakage

Depending on the agreement, this includes damage due to breakage up to the amount agreed in the policy to:

**a) Glass in furniture**, incl. tabletops made of natural and artificial stone, including the stone base.

**b) Glass that forms part of the building** in rooms used exclusively by the policyholder and persons living with him in the same household, incl.

- Sinks, washbasins, toilets, cisterns, bidets, shower-tubs and bathtubs;
- Natural and artificial stone tops in kitchens, bathrooms and toilets;
- Glass-ceramic stove tops;
- Façade and wall cladding made of glass and glass blocks.

c) Materials similar to glass are treated the same as glass if used instead of glass.

d) The sum insured for glass in furniture and/or glass that forms part of the building also includes:

- Consequential damage resulting from insured glass damage;
- Chipping of the enamel coating on sinks, washbasins, toilets, cisterns, bidets, showertubs and bathtubs.

#### Exclusions

- Damage to hand mirrors, optical glasses, glass dishes, glass figures, hollow glassware and light fixtures of all kinds, light bulbs, fluorescent and neon tubes, oven tiles, and wall and floor tiles.
- Damage to glass or materials similar to glass belonging to technical equipment and facilities such as solar panels, screens and displays of all types, etc.
- Damage to glass in furniture and glass on buildings, and to frames or plumbing installations that is caused through work performed by third parties (workmen, etc.).
- Damage from subsidence, poor building terrain, inadequate building maintenance, and faulty construction, i.e. as the result of errors in the design (planning and calculation errors) or execution (construction) of a building.

### 24.2 Simple theft away from home

Damage to household contents caused by theft that is not classified as burglary or robbery and takes place outside the insured location is covered up to the sum insured agreed in the policy.

#### Exclusions:

- Money.
- Damage caused by loss, misplacement or misappropriation.

### 24.3 Household contents accidental damage

Damage to household contents listed under a) is covered up to the sum insured agreed in the policy against the risks listed under b):

#### a) Insured property for private use

##### 1. Electronic devices

All devices operated by electricity (mains connection, rechargeable or disposable batteries) such as cameras and video cameras including lenses, printers and scanners, home cinema equipment, flat screens, games consoles, desktop computers, portable computers, tablets, mobile phones and smart home components.

##### 2. Sports equipment

Sports equipment such as skis, snowboards, roller-blades, golf and tennis equipment, paragliders, hunting and sports weapons including accessories, fitness equipment, ice hockey and riding equipment, remote-controlled model vehicles, aircraft and drones.

##### 3. Valuables

Musical instruments, jewellery, watches, furs, pictures, sculptures inside the building (but not including sculptures made from porcelain, ceramic or glass).

This list is conclusive.

##### 4. Other equipment

DIY equipment, non-registered lawn mowers, hearing aids. This list is conclusive.

#### Exclusions

- Cost of restoring data.
- Bicycles and e-bicycles, as well as motorbikes, go-karts and pocket bikes.
- Third-party mobile phones and tablets, provided they are not being rented or leased by the insured person.



## b) Insured risks

### 1. Accidental damage

Damage that occurs suddenly and unexpectedly as a result of external action.

### 2. Electrical damage

Unexpected damage to insured live electrical equipment and apparatus caused by the effects of the electrical energy itself, overvoltage, or excessive heating due to overload.

#### Exclusions

- Damage to non-rechargeable batteries and parts that have to be renewed on a regular basis.
- Damage arising from material fatigue, wear and tear, the breakage of clockwork mechanisms or damage to paintwork.
- Damage covered by a contractual or statutory warranty or arising when insured items are cleaned, repaired or transported by third parties.
- Damage to property that is permanently located outdoors.
- Damage caused by fire, natural hazards (incl. earthquakes and volcanic eruptions), theft and water events.
- Damage caused by loss, misplacement or misappropriation.
- Damage caused by rodents and vermin.

## 24.4 Misuse and blocking service for customer, credit, bank, post office and SIM cards

- a) The insurance covers monetary losses caused by the misuse of customer, credit, bank, post office and SIM cards by persons outside the group of insured persons.
- b) In addition, in the event of the robbery, theft, loss or misplacement of
  - credit cards, bank and post office cards,
  - SIM cards,
  - customer cards for cashless paymentthat were issued in Switzerland in the name of the policyholder or someone living with him in the same household, CSS provides a free card blocking service. This service is run by a third party provider. To use the service, insured persons must register and update their card data, and authorise CSS in written or electronic form to report the card to the relevant institutions for blocking purposes. The registered cards will be blocked by the institutions in question following notification to **0844 277 888**. If the card issuer does not provide a 24h blocking service, the card will be blocked on the next working day. The insured benefits will remain in force even if the institution(s) to be notified cannot be reached. If the institution in question fails to block the card, CSS will inform the policyholder and give him that institution's phone number.
- c) CSS will cover that part of the loss for which the policyholder is liable to the card issuer (department store, credit card institution, bank, mobile phone provider, etc.) in accordance with the issuer's general terms and conditions, up to a maximum of CHF 6,000 per loss event.
- d) The supplementary insurance is valid worldwide for damage that occurs within the contract term.

#### Exclusions:

- Losses caused by the policyholder's gross negligence, e.g. if a card requiring a signature has not been signed, the PIN code has been written on the card, the lost or stolen card is not reported immediately or the obligations defined by the card issuer have been breached.
- Monetary losses arising from failure to comply with the duty of care imposed by the mobile phone provider.
- Monetary losses arising from the misuse of SIM cards unless they occur between the time of the theft and the time of notification to CSS.
- Monetary losses arising from the misuse of SIM cards if the theft is not reported to CSS or the provider within 24 hours.
- The insurance covers these costs only if they are not already covered by another policy or another card issuer.
- Replacement costs and subscription services.
- Collateral expenses, cash balance on card, unused subscription services and other monetary losses arising from the loss of cards, subscriptions, ID documents or mobile phones.

## 25 General exclusions

The insurance does not cover claims arising from

- a) Damage as a result of warlike events and civil commotions (acts of violence against persons or property by mobs or during riots or tumult);
- b) Damage caused by changes in the structure of the atomic nucleus;
- c) Damage caused by earthquakes and volcanic eruptions (subject to Art. 23.2);
- d) Damage to individual items, costs and revenues for which special insurance exists. This clause will not apply if the insurance referred to here also contains a clause to this effect;
- e) Property and costs that are or must be insured with a cantonal insurer;
- f) Motor vehicles (but not go-karts and pocket bikes), trailers, caravans, motor homes and mobile homes, along with their accessories;
- g) Ships for which mandatory liability insurance is required by law or which are not taken home after use, and water scooters, along with their accessories;
- h) Aircraft (but not parachutes, hang-gliders, paragliders and delta-wing gliders) that must be entered in the Swiss Aircraft Register.

## 26 Territorial validity

- a) Insurance cover applies at home, i.e. at the locations within Switzerland that are indicated in the policy. In the cantons of Nidwalden and Vaud, fire and mandatory natural hazard insurance apply to household contents and other movable property to only a limited extent unless the cantonal insurance monopoly intervenes.
- b) Away from home anywhere in the world for household contents located elsewhere temporarily while travelling, without any change to the policyholder's usual place of residence in Switzerland, against damage from fire, natural hazard events, earthquake and volcanic eruptions, theft (excluding simple theft), and water up to CHF 20,000 under voluntary household contents insurance, plus costs in accordance with Art. 18, 19 and 20 (the benefit limits under Art. 18, 19 and 20 also apply to this insurance away from home). The insurance cover applies to the risks insured in the policy under the heading of basic cover.



**Exclusion:**

- Damage to household contents permanently located elsewhere (in holiday homes, second homes or holiday apartments, etc.). Such household contents can be included under a separate policy.

- c) For changes of residence in Switzerland: during the move and at the new location.
- d) If the policyholder moves his place of residence outside Switzerland, the insurance cover ceases at the end of the insurance year in which the change of residence takes place or on the date of departure, at the policyholder's request.

**27 No-claims discount**

- a) On expiry of two consecutive claims-free insurance years in which no benefits had to be paid, CSS will grant a discount on the net annual premium based on the following table as of the next main expiry date/premium due date:

Year	Level	Discount amount
1	1	0%
2	2	0%
3	3	10%
4	4	10%
5	5	20%
6	6	20%
7	7	30%
8	8	30%

- b) If one claim occurs for which CSS is liable for benefits, the discount is reduced by **three levels** for the following insurance year.
- c) If no claims occur for which CSS would be liable for benefits, the discount is increased by **one level** for the following insurance year.
- d) If a claim proves to be inconsequential without CSS having had to pay benefits or the policyholder repays all compensation afforded by CSS within 30 days of becoming aware that the claim has been settled, the claim is considered to be inconsequential.
- e) The no-claims discount does not apply to mandatory natural hazard insurance.

**28 Retention fee**

- a) The policyholder must pay a retention fee of CHF 200 per loss event unless another agreement applies. The retention fee for costs of up to CHF 300 for repairing mobile phones is CHF 100.
- b) The following retention fees apply to mandatory natural hazard insurance:
- Household contents: CHF 500 per event;
  - Other movable property: 10% of the indemnity per event, but a minimum of CHF 2,500 and a maximum of CHF 50,000.
- c) A retention fee of 10% per loss event or a minimum of CHF 1,000 is charged for the risks of earthquakes and volcanic eruptions.

**29 Loss investigation**

CSS investigates the loss with the help of the policyholder and/or a jointly agreed expert.

**a) Proof of the loss amount**

The policyholder must provide proof of the loss amount.

The sums insured do not constitute proof of the existence or value of the insured property.

**b) Calculation of the indemnity**

CSS calculates the indemnity based on the replacement value of the insured property immediately before the loss event occurred, less the residual value (depreciation).

**Replacement value** applies as follows

1. In the case of movables (household contents), the new-for-old value. This refers to the purchase price of a new item at the time of the loss event;
2. Property that is no longer used is compensated at its current value (new-for-old value less the depreciation amount);
3. In the case of partially damaged property, the indemnity covers at most the cost of the repair;
4. In the case of leased or rented property, the maximum indemnity will equal the replacement cost to the lessor or landlord, i.e. the amount required to acquire an equivalent new item at the time of the loss event;
5. In the case of cash, the nominal value;
6. In the case of coins, medals, unset precious stones, pearls and precious metals, the market price.

In the case of fire and mandatory natural hazard insurance, the statutory provisions on determining replacement value that must be observed remain reserved.

**Exclusion:**

- No indemnity is paid for items of personal sentimental value.

- c) The indemnity may be reduced as permitted by law if statutory or contractual obligations or provisions are violated.
- d) If policies with other companies are in effect for the same property and risks (multiple insurance), entitlement to benefits under all the named policies applies only once per loss event. The provisions of Art. 46 c) of the Insurance Contract Act (VVG) apply.
- e) If property or animals for which an indemnity has already been paid are recovered, the policyholder must repay the indemnity less any amount for repairs or in depreciation.

**30 Payment of the indemnity**

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

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

In particular, the indemnity is deferred as long as

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

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