

# Household Contents Insurance

# General Insurance Conditions (AVB) Version 02.2024

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# I General provisions

## 1 Introduction

In the interests of gender neutrality, these conditions use the singular third-person pronouns 'they', 'them' and 'their', which are intended to apply equally to all persons.

## 2 Scope of household contents insurance

Household contents insurance covers private movable property belonging to the policyholder and persons who live in the same household. CSS Versicherung AG (hereinafter referred to as 'CSS') insures the risks of fire, natural hazard events, earthquakes 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 will be extended automatically for a further year at a time unless notice of termination is given in writing at least three months before the end of the contract term with effect from the next premium due date. Notice of termination is deemed to be on time if it is received by 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 General Insurance Conditions (AVB), the policy and the statutory provisions.

Where written form is required by the General Insurance Conditions, 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 Duty of disclosure

When taking out the insurance, the policyholder must correctly disclose to CSS all material facts of which they are or should be aware that are relevant for CSS's assessment of the risk.

## Breach of the duty of disclosure:

- a) CSS may terminate the contract in writing if the policy-holder misrepresents or withholds material facts of which they were or should have been aware when taking out the insurance. Termination becomes effective upon receipt of notice by the policyholder.
- b) CSS has no obligation to pay benefits for claims 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 breach.

## 6 Duty to notify and other obligations

#### a) Increase in risk and changes in risk

During the term of the insurance, the policyholder must inform CSS immediately of every change in a material fact of which they are or should be aware where such fact is relevant to CSS's assessment of the risk and the policyholder was asked about it in writing before taking out the insurance. CSS is entitled to increase the premium in line with 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 moving their place of residence abroad. CSS is entitled 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 are 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.

## 7 Changes to the insurance and insurance cover

CSS recommends that the policyholder adjust the insurance to any changes in the insurance situation. CSS is entitled to adjust the premiums and sums insured to the new circumstances when, for example, an additional risk 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.

The insurance will apply provisionally for a period of six months

- for insured persons who leave the shared household and set up their own home in Switzerland;
- for insured persons and the heirs of the policyholder, if the policyholder dies;
- for changes of residence in Switzerland: during the move and at the new location.

This arrangement will apply provided that CSS is notified of the change within six months and the persons concerned submit an application to take out their own household contents insurance or to continue the insurance. CSS is entitled to adjust the premium to the new circumstances. The premium is payable retroactively to the date of commencement of the risk.

## 8 Obligations in the event of a claim

Upon occurrence 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 claim, and permit CSS to conduct such investigations as may be necessary;

- c) provide the information required to substantiate the claim for indemnity and determine the extent of the duty to indemnify and, on request, draw up a list of the items of property affected by the claim, indicating their value and attaching the original receipts;
- d) during and after the loss event, do everything in their power to preserve and salvage the insured items of property and to minimise the loss, and follow any instructions given by CSS;
- e) refrain from making any changes to the damaged property that could make it difficult or impossible to determine the cause or extent of the damage, unless such changes are made for the purpose of minimising the loss or in 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 may request a police report on the matter;
- g) to the best of their ability and following the instructions of the police and CSS, 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) Following the occurrence of a claim for which an indemnity is payable, CSS may terminate the contract in writing at the latest upon payment of the indemnity; the policyholder may terminate the contract in writing at the latest 14 days after being notified 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 of termination is received by CSS.
- c) If CSS terminates the contract, insurance cover ends 14 days after the notice of termination is received by the policyholder.

## 10 Other reasons for cancellation

CSS may terminate or withdraw from the contract if a claim proves to be fraudulent, if the obligation to refrain from making changes in the event of a claim is breached, if an insured event is caused deliberately, or in the case of multiple insurance. Termination becomes effective upon receipt of notice by the policyholder.

## 11 Payment of premiums and refunds

- a) Premiums must be paid in advance. If the policyholder neglects their obligation to pay the premium within 30 days, they will be notified of the consequences in writing at their own expense and asked to pay within 14 days of being sent the reminder. If the reminder is ignored, CSS's obligation to pay benefits will be suspended from when the reminder period ends until all premiums and fees have been paid in full.
- b) If the contract is terminated before the insurance year ends, CSS will refund any premium amounts that were paid for the unused part of the insurance period.

## No refund will be due if:

- c) the policyholder terminates the contract following a claim and the contract has been in force for less than 12 months:
- d) the policyholder has breached their duties or obligations towards CSS as defined in Art. 5, 6, 7 and 8 in order to deceive it;

e) CSS pays benefits and the insurance no longer applies because the risk has ceased to exist (total loss).

## 12 Change in premiums and/or rules on deductibles

If the premiums and/or rules on deductibles change, CSS may 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 will then have the right to terminate the contract at the end of the current insurance year.

If the policyholder exercises this right, the contract will expire at the end of the insurance year. CSS must receive notice of termination no later than on the last day of the insurance year. Failure by the policyholder to terminate the contract will be deemed as acceptance of the contract amendment. The policyholder acknowledges that the premium rate and rules on deductibles for mandatory natural hazard insurance are uniform rates and rules set down in law. The policyholder has no right of termination in the event of changes to cover regulated by law owing to an official order.

## 13 Statutory limitation periods

Claims arising from the insurance contract become timebarred five years after occurrence of the circumstances that give rise to 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 may not assign their entitlement to benefits to a third party without the written approval of CSS.

## 15 Claims against third parties

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

# 16 Applicable law, data protection and economic, trade and financial sanctions

- a) Unless provided otherwise by these General Insurance Conditions (AVB), the contractual relationship between CSS and the policyholder is governed by the Federal Insurance Contract Act (VVG). 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 Oversight 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 General Insurance Conditions or the policy, on the one hand, and a provision of the AVO, on the other, the AVO provision will take precedence.
- b) Data protection is based on the Federal Insurance Contract Act (VVG) and the Federal Data Protection Act (DSG). The processing of data by CSS is explained in the privacy policy. This describes how CSS processes personal data. The privacy policy has a strictly declaratory effect and does not form part of the contract. It can be accessed at css.ch/data-protection or ordered from CSS Insurance, Data Protection Advisor, Tribschenstrasse 21, P.O. Box 2568, 6002 Lucerne.

c) CSS does not provide coverage and is not obliged to make payments or provide benefits or services if applicable economic, trade and financial sanctions would be violated.

## 17 Place of performance and place of jurisdiction

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

# II Household contents insurance

## 18 Insured property

CSS provides insurance cover for:

- a) household contents, i.e. all items of movable property for private use that belong to the policyholder and persons living with them in the same household. This also includes pets (small animals such as dogs, cats, fish, hamsters, etc.).
- b) equipment and materials that are used to maintain the building which the policyholder lives in or owns, including any associated land.
- c) movable structures (e.g. garden sheds, rabbit hutches, beehives or tool sheds), incl. contents, at the insured location, up to CHF 20,000. 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 20,000.

## **Exclusions:**

- Tools and items belonging to the employer.
- Damage from simple theft of commercial goods and to 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 20,000.
- f) damage of up to CHF 5,000 per loss event to food stored in the freezer for private consumption which becomes unfit for consumption 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.
- h) mobile sculptures outdoors are also covered.

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 hazard events, earthquakes 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 you;
- 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.
- In the case of credit cards and customer cards, that part of the loss for which the card holder is not liable to the card issuer is not covered.

#### 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 hazard events, earthquakes and volcanic eruptions, water or theft at the insured location will equal 20% of the sum insured under voluntary basic household contents insurance, but no less than CHF 10,000. This 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 premises become damaged and unusable, and the loss of income from subtenants. Expenses saved and otherwise ongoing costs (e.g. rent and mortgage interest) will be deducted from the indemnity.

# 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 removing the remains of the insured household contents from the site of the damage and of transporting them to the nearest suitable waste disposal site, including the cost of disposal and destruction.

## 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, emergency 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 keys, magnetic cards or locks at the location defined in the policy and to 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 the cost of blocking and replacing documents, such as identification papers, passports, ID cards or duplicates, credit cards and similar cards.

## g) Loss mitigation costs

The insurance also covers loss mitigation costs that are incurred by the policyholder in attempting to contain the scope of the damage. These costs will be covered if the measures to mitigate the loss were carried out on CSS's instructions.

#### **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 paras. 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 (m²) 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 =  $CHF 1,500 per m^2$ 

## 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 of conclusion of the contract (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 prior to occurrence of the loss event.
- b) Where underinsurance exists, CSS may reduce the benefits and indemnify the loss only in the proportion that the sum insured under basic household contents insurance bears to the actual total value.
- c) In the event 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 (indemnification at full value).
- d) In the case of first loss insurance, the loss will be assumed up to the amount of the agreed sum insured, without any underinsurance being taken into account.

#### 23 Insured risks

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 hazard events

- a) Damage caused by fire, sudden and accidental effects of smoke, lightning, explosion, implosion and by aircraft and spacecraft or parts thereof falling or making an emergency landing.
- b) Scorching and damage to property through accidental exposure to 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 flooding, inundation, storm (winds of at least 75 km/h that uproot trees or unroof buildings in the vicinity of the insured property), hail, avalanche, the weight of snow, rockslide, rockfall 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 (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 of liability):

- 1) If the indemnities determined for a single policyholder for a single insured natural hazard event by all the insurers permitted to offer natural hazard insurance in Switzerland exceed CHF 25,000,000, the indemnities will be reduced to this amount.
- 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 (house-hold 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 limits apply within the scope of the imperative statutory provisions on natural hazard insurance. Should the statutory benefit limits change, the benefit limits in force at the time of the damage shall take precedence.

#### **Exclusions fire:**

- 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 and rail vehicles, aircraft, and seagoing and inland waterway 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, man-made earth movements, snow sliding from roofs, groundwater, the rising and overflowing of bodies of water that, based on experience, are known 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 damage which, based on experience, must be expected, such as damage associated with construction above and below ground, mine construction, and the quarrying of stone, gravel, sand or clay.
- Damage due to tremors or vibrations caused by the collapse of man-made cavities.
- Vibrations or tremors which are caused by tectonic activity of the earth's crust (earthquakes) and volcanic eruptions (can be covered by separate 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, eruption of ash and discharge of 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 of the damage not covered by the mandatory insurance. This will apply mutatis mutandis on the introduction of statutory benefits for earthquake or volcanic eruptions, such as from 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 for damage commencing during the contract term are insured.

#### **Exclusions:**

- Damage arising from earthquakes caused by human activity, e.g. geothermal activities.
- Damage due to tremors or vibrations 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 the 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 entry to a building or to a room in a building and/or who break open a receptacle contained within the premises, and theft committed using 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 force against the policyholder and persons living with them 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, or a maximum of CHF 30,000. This benefit limit also applies to burglary in cases where the jewellery is not locked in a strongbox or safe weighing at least 100kg 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. This benefit limit does not apply if the jewellery is kept in a locked security receptacle (built-in wall safe or strongbox weighing more than 100 kg).

## 23.4 Water

 Damage caused by water leaking from pipes and connected equipment and apparatus, and from aquariums, waterbeds, 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 heat-pump 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. earthquakes and volcanic eruptions) or from subsidence, poor building terrain, faulty construction, inadequate building maintenance and failure to take preventive measures.
- Flooding 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 buildings under construction or while conversion or other work is ongoing.

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

## 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 them in the same household, incl.
  - Sinks, washbasins, toilets, cisterns, bidets, showers and bathtubs;
  - Natural and artificial stone surfaces 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, showers and bathtubs.

#### **Exclusions:**

- Damage to hand-held mirrors, optical glasses, glass dishes, glass figures, hollow glassware and light fixtures of all kinds, light bulbs, fluorescent and neon tubes, glazed tiles, wall and floor tiles.
- Damage to glass or materials similar to glass belonging to technical equipment and systems such as solar panels, screens and displays of all types, etc.
- Damage to glass in furniture and glass that forms part of the building, 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 (but not bicycles and e-bikes)

Sports equipment such as skis, snowboards, rollerblades, 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 and musical instruments

Musical instruments, jewellery, watches, furs, pictures, sculptures inside the building (but excluding sculptures made from porcelain, ceramic or glass).

This list is conclusive.

## 4. Luggage

Luggage for private use

- during air travel, or
- carried on a trip involving at least one overnight stay, or
- handed over to a transport company for transportation.

This list is conclusive.

## 5. Glasses, hearing aids and medical aids

Corrective eyeglasses for private use including corrective sunglasses (excl. contact lenses), hearing aids including accessories, wheelchairs including electrically operated wheelchairs, health monitoring devices and ventilators, insulin pumps, mobility scooters for seniors and walking aids of all kinds such as crutches, walking

sticks, walkers, etc., prostheses, orthoses, and health wearables/devices.

This list is conclusive.

## 6. Other equipment

DIY equipment and non-registered lawn mowers. 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

(applies to all insured property for private use under 24.3 a)

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

## 2. Electrical damage

(applies only to 1. Electronic devices under 24.3 a) Unexpected damage to insured live electrical equipment and apparatus caused by the effects of the electrical energy itself, overvoltage, or heating as a result of overloading.

#### 3. Misplacement and loss

(applies only to 3. Valuables and musical instruments under 24.3 a)

Where these are lost or misplaced or otherwise go missing.

# **Exclusions:**

- 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 hazard (incl. earthquakes and volcanic eruptions), theft and water events.
- Damage caused by loss, misplacement or misappropriation (Derogation Art. 24.3 b) 3. Mispalcement and loss).
- Damage caused by rodents and vermin.
- Damage caused by misappropriation of money and jewellery.
- Damage caused by wear and tear, ageing, deterioration, distortion, spoilage, staining, scratching, chipping or flaking, or paint damage of any kind.
- Damage caused by defective packaging or insufficient securing of the moving goods during transport, and damage caused while insured items have been handed over to a third party for transport.
- Damage resulting from destruction and damage caused by any cleaning, restoration or renewal of the insured property carried out by third parties.
- Damage caused by gradual exposure to temperature and weather influences, and by light, chemical, biological or climatic influences.

- Damage to sports equipment including its accessories during competitive use.
- Damage caused by material defects inherent in the property itself.

## 24.4 Bicycle 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. Bicycles and e-bikes

Bicycles, e-bikes without or with pedal assistance capable of travelling at max. 45 km/h including battery and display, as well as vehicles such as electric scooters, segways, solowheels (stand-up unicycles), smartwheels, electric skateboards, etc., which the driver and vehicle licensing office classify at most as a moped and which are permitted on Swiss roads; in all cases, these items must be for private use.

#### b) Insured risks

#### 1. Accidental damage

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

#### 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 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 hazard (incl. earthquakes and volcanic eruptions), theft and water events.
- Damage caused by loss, misplacement or misappropriation.
- Damage caused by rodents and vermin.
- Damage caused by wear and tear, ageing, deterioration, distortion, spoilage, staining, scratching, chipping or flaking, or paint damage of any kind.
- Damage caused by defective packaging or insufficient securing of the moving goods during transport, and damage caused while insured items have been handed over to a third party for transport.
- Damage resulting from destruction and damage caused by any cleaning, restoration or renewal of the insured property carried out by third parties.
- Damage caused by gradual exposure to temperature and weather influences, and by light, chemical, biological or climatic influences.
- Damage to sports equipment including its accessories during competitive use.
- Damage caused by material defects inherent in the property itself.
- Motorbikes, go-karts and pocket bikes.

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

a) The insurance covers monetary losses caused by the misuse/use 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 payment

that were issued in Switzerland in the name of the policyholder or someone living with them in the same household, CSS will provide 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 them 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.
- Costs that are 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 unrest (acts of violence against persons or property during riots or civil commotion);
- b) Damage caused by changes in the structure of the atomic nucleus;
- 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 scope

- 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 a limited extent only 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, damage by natural forces, earthquakes and volcanic eruptions, theft (excluding simple theft), and water up to CHF 50,000 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 insured under a separate policy.
- c) For changes of residence in Switzerland: during the move and at the new location (provisional cover in accordance with Article 7).
- d) If the policyholder relocates abroad, the insurance contract will end on the date of departure.

## 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 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 a claim occurs for which CSS pays benefits, the discount will be reduced by **three levels** for the following insurance year.

- c) If no claims occur for which CSS pays benefits, the discount will be 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 if the policyholder repays all the indemnities paid by CSS in relation to the claim within 30 days of being notified that the claim has been settled, the claim will be considered not to have occurred
- e) The no-claims discount does not apply to mandatory natural hazard insurance.

#### 28 Deductible

- a) The policyholder must pay a deductible of CHF 200 per loss event unless another agreement applies. The deductible for costs of up to CHF 300 for repairing mobile phones is CHF 100.
- b) The following deductibles 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 deductible of 10% per loss event or a minimum of CHF 1,000 is charged for the risks of earthquakes and volcanic eruptions.
- d) No deductible is charged for the risk of glass breakage (glass in furniture and glass that forms part of the building) as defined in Art. 24.1.
- e) No deductible will be charged in the case of burglary if an alarm system has been installed and activated.

## 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

- 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;
- Property that is no longer used is compensated at its current value (new-for-old value less the depreciation amount);
- 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 imperative statutory provisions on determining replacement value will apply.

#### Exclusion:

- No indemnity is paid to compensate for personal sentimental value.
- 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 will apply only once per loss event. The provisions of Art. 46c 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 loss of value.

## 30 Due date for payment of insurance claims

The claim under the insurance contract shall become payable at the expiry of four weeks from the date on which the insurance undertaking receives information enabling it to satisfy itself as to the validity of the claim. CSS's obligation to pay is deferred for as long as the indemnity is paid due to culpable behaviour by policyholder or eligible claimant cannot be determined or aligned.

In particular, the indemnity is deferred as long as

- it is unclear to whom the insurance benefits are lawfully paid to be aligned;
- Police or investigating authorities related the event is investigated or criminal proceedings against the policyholder or eligible claimants are still under way.

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