



Automobil Club der Schweiz  
Automobile Club de Suisse  
Automobile Club Svizzero

**Allianz**  **Assistance**

# General Terms and Conditions of Insurance

## ACS Classic

Edition 1/2022

## Customer information

The following customer information gives a clear, concise overview of the identity of the insurer and the key content of the ACS Classic group insurance contracts (art. 3 para. 3 of the Swiss Insurance Policies Act, IPA). The rights and duties of an insured person on the one hand and of the insurer on the other are defined in the corresponding application and contract documents, the following ACS Classic General Terms and Conditions of Insurance and the IPA.

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### Who is the insurer?

The insurer is Allianz Assistance, legal name AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, with headquarters at Richtiplatz 1, 8304 Wallisellen. The insurer for the "driving third-party motor vehicles" insurance component is Allianz Suisse, with headquarters at Richtiplatz 1, 8304 Wallisellen. The insurer for the legal protection insurance components is CAP Rechtsschutz-Versicherungsgesellschaft AG, hereinafter referred to as CAP Rechtsschutz, with headquarters at Neue Winterthurerstrasse 88, 8304 Wallisellen.

### What risks are insured and what is the scope of the cover?

The insured risks and the scope of the insurance cover are defined in the corresponding application and contract documents and in the following General Terms and Conditions of Insurance for the ACS Service Packages.

### What should be done in the event of a claim?

Roadside assistance: **In the case of roadside assistance, the insured event must be reported immediately to the Allianz Assistance emergency call centre. The call centre must approve any assistance measures and the payment of the costs involved.** The Allianz Assistance emergency call centre is available 24 hours a day (calls to the emergency call centre are recorded): Tel. **+41 44 283 33 77**/Fax **+41 44 283 33 33**.

### In the event of a claim, the following documents must be submitted to Allianz Assistance:

- ACS membership number;
- Claim form (Allianz Assistance claim forms can be downloaded from [www.allianz-travel.ch/acs-schadenmeldung](http://www.allianz-travel.ch/acs-schadenmeldung));
- Confirmation of original booking;
- Documents and/or official certificates documenting the occurrence of the insured event (e.g. detailed medical certificate with diagnosis, employer attestation, police report etc.);
- Original receipts for unforeseen expenses/additional costs.

The insured person is obliged to do everything possible to mitigate and help resolve the claim; for claims resulting from injury or illness, the insured person must ensure that the doctors providing the treatment are relieved from their duty of patient confidentiality with regard to Allianz Assistance. The previous list contains only the most common duties. Other duties are set out in the General Terms and Conditions of Insurance in articles 100 and 200 and in the IPA: If the entitled person is in breach of their duties, Allianz

Assistance/CAP Rechtsschutz/Allianz Suisse can withhold or reduce the benefits.

**Start, duration and end of insurance cover for the insured person:** The insurance cover starts when the ACS membership is taken out, providing that the membership fee has been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the ACS membership has not been terminated in writing (e.g. letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid. The insurance cover for the insured person lapses when the group insurance contract between Allianz Assistance and the ACS ends.

**How do we process your data?** The processing of personal data is an essential part of insurance activities. The insurer treats the data of the insured person as completely confidential and complies with the provisions of the Federal Data Protection Act (FADP) and Ordinance when processing and storing personal data. If necessary, the insurer will use the claims form to obtain the necessary consent from the insured person to their data being processed. The personal data processed by the insurer includes data relating to the conclusion of the contract and the policy/claims handling. In the first instance, information on the policyholder or insured persons is taken from the insurance application and claims statement. In the interests of all policyholders, data may also be shared with previous insurers and reinsurers within and outside Switzerland. The insurer also processes personal data in connection with product enhancements as well as for its own marketing purposes. In order to enable Allianz Assistance to offer comprehensive insurance cover and to keep costs to a minimum, some of the services are provided by legally independent companies within and outside Switzerland. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, Allianz Assistance must share data both within and outside the group. The data are stored electronically or physically in compliance with legal provisions. The insured persons have the right to access their data and, under certain circumstances, the right to the rectification, blocking or erasure of their data.

### In an emergency you can contact us worldwide at any time (24 hours a day) on +41 44 283 33 77.

Allianz Assistance, with its customer service centres as the point of contact, is the insurer for all the insurance cover associated with the selected ACS membership. To ensure that a high-quality service is provided, all calls to the customer service centres may be recorded.

## 100 General information

### Article 101 Insurance cover

The ACS has concluded 5 group insurance contracts – ACS Classic, ACS Travel, ACS Classic & Travel, ACS Premium and ACS Company Membership (hereinafter ACS Service Packages) – with Allianz Assistance, which provide ACS members with the following insurance cover depending on whether they choose Classic, Travel, Classic & Travel, Premium or Company membership of the ACS:

- ACS Classic**
  - Roadside assistance
- ACS Travel**
  - Cancellation costs

- Travel insurance
- Travel legal protection

#### **ACS Classic & Travel**

- Roadside assistance
- Cancellation costs
- Travel insurance
- Travel legal protection

#### **ACS Premium**

- Roadside assistance
- Cancellation costs
- Travel insurance
- Driving third-party motor vehicles
- Use of rental vehicles (collision damage waiver insurance)
- Motor legal protection worldwide
- Travel legal protection

#### **ACS Company membership**

- Roadside assistance

All the insurance components listed are indemnity insurance.

ACS members can change at any time to an ACS Service Package with more extensive insurance cover (e.g. from ACS Classic to ACS Premium or from ACS Travel to ACS Classic & Travel). On request, ACS members can change to an ACS Service Package with a lower level of insurance cover (e.g. from ACS Premium to ACS Classic & Travel or to ACS Classic) at the end of the membership year. The notification of the change must be made in writing and must be submitted to ACS one month before the end of the membership year. The ACS has the right to exclude members with an above-average level of claims from the insurance cover. The member will be informed in writing one month in advance and has the right to terminate their ACS membership on the exclusion date.

Allianz Assistance, legal name AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), Allianz Suisse with headquarters in 8304 Wallisellen and CAP Rechtsschutz with headquarters in 8304 Wallisellen provide the insurance cover associated with the selected ACS membership.

Allianz Assistance, legal name AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) for:

- Roadside assistance, article 300
- Cancellation costs, article 400
- Travel insurance, article 500
- Use of rental vehicles (collision damage waiver insurance), article 700

Allianz Suisse for:

- Driving third-party motor vehicles, article 600

CAP Rechtsschutz for:

- Motor legal protection worldwide, article 800
- Travel legal protection, article 900

## **200 Common provisions**

### **Article 201 Who is insured?**

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The member on the ACS membership card is insured, together with all the people living in the same household or regularly returning to the household as weekly or weekend residents and the member's children who are minors and who do not live in the same household, provided that their place of residence under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein.

### **Article 202 What conditions apply to members who are resident abroad?**

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Changes to the member's residence or company headquarters must be reported to the relevant ACS section. The insurance provided for ACS members who are resident outside Switzerland and the Principality of Liechtenstein consists only of roadside assistance and only covers insured events that occur in Switzerland or the Principality of Liechtenstein. Vehicles registered in the name of the ACS member with a permissible maximum weight up to 3.5 tonnes regardless of where they are registered. The "damage assessment" and "repayable advance" benefits are not provided, notwithstanding articles 304.8 and 304.9. The repaired, unrepaired or recovered vehicle (article 304.10) will be returned to a garage in Switzerland.

### **Article 203 Start, duration and end of insurance cover for the insured person**

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The insurance cover starts when the ACS membership is taken out, providing that the membership fee has been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the ACS membership has not been terminated in writing (e.g. letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid. The insurance cover for the insured person lapses when the group insurance contract between Allianz Assistance and the ACS ends. The ACS has the right to exclude members with an above-average level of claims from the insurance cover. The member will be informed in writing one month in advance and has the right to terminate their ACS membership on the exclusion date. Members of the ACS can be excluded from the insurance cover if they have reported serious material risks incorrectly or failed to disclose them (breach of the duty to report).

### **Article 204 Non-insured events and benefits**

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No benefits will be provided if the ACS membership fee has not been paid at the time when the insured event occurs. None of the insurance components provide insurance cover for events that had already occurred when the policy was taken out or the trip was booked or the booked service had started; the same applies to events which could have been foreseen when the policy was taken out or the trip was booked or the booked service had started.

- Furthermore, there is no cover for events such as suicide or attempted suicide, participation in strikes or unrest, participation in races or training sessions with motor vehicles or boats, participation in hazardous activities where the insured person knowingly exposes themselves to danger or grossly negligent or premeditated actions or failure to act.
- In addition, war and incidents involving nuclear, biological or chemical substances including the consequences of these incidents are not insured. The consequences of official rulings, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space, are also not insured.
- The following events and their consequences are not insured: Epidemics and pandemics.
- The insured person can only claim the full range of **roadside assistance** benefits if Allianz Assistance has previously given its consent to the benefits or if the roadside assistance or recovery has been organised by Allianz Assistance. Otherwise the benefits are limited to CHF 300. See article 205.

## Article 205 When are the benefits limited to CHF 300?

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### Benefits limited to CHF 300

If only one of several assistance measures was not organised, arranged or implemented by the customer service centre, the compensation under roadside assistance and travel insurance cover is restricted to CHF 300 for all the benefits combined. This restriction does not apply to cancellation costs, driving third-party motor vehicles, use of rental vehicles and legal protection insurance cover.

## Article 206 Definitions

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### Closely related people

Closely related people are:

- Relatives (spouse, parents, children, parents-in-law, grandparents and brothers and sisters);
- Life partners including their parents and children;
- Carers of non-travelling minors or relatives in need of care;
- Very close friends with whom there is very close contact.

### Europe

Europe includes all the countries on the European continent, the Mediterranean islands and the Canary Islands, Madeira and those countries bordering the Mediterranean that are outside Europe. The eastern border to the north of Turkey encompasses Azerbaijan, Armenia, Georgia and the Ural mountain range.

### Switzerland

For the purpose of insurance cover, the territory of Switzerland includes Switzerland and the Principality of Liechtenstein.

### Natural hazards

Natural hazards consist of damage resulting from natural events, such as high water, flooding, storms (winds of at least 75 km/h), hail, avalanches, snow pressure, rockfalls, rockslides or landslides. Damage caused by earthquakes or volcanic eruptions is not considered to be a natural hazard.

### Trip

A trip is a stay lasting longer than one day at a place that is at least 30 km away from the normal place of residence, excluding journeys to work. The maximum duration of a trip for the purposes of these GTC is a total of 365 days.

### Travel companies

Travel companies (tour operators, travel agents, airlines, car rental companies, hotels, course organisers etc.) include all companies involved in providing a travel-related service to the insured person on a contractual basis.

### Public conveyance or means of transport

A public conveyance or means of transport includes any means of transport running regular services according to a timetable and requiring a valid ticket. Aircraft, taxis and rental cars are not considered to be public means of transport.

### Breakdown

A breakdown is any sudden and unforeseen failure of the insured vehicle, caused by an electrical or mechanical defect, that makes continuing the journey impossible or illegal. The following are equivalent to a breakdown: tyre defect, vehicle key locked inside the vehicle or flat battery and loss of the vehicle key.

### Serious consequences resulting from illness/accident

Illness or the consequences of an accident are considered severe if they result in a temporary or permanent inability to work or the inability to travel.

### Epidemic

An infectious disease that is recognised as an epidemic by the World Health Organisation (WHO) or an official governmental authority in the country of residence or travel of the insured person.

### Pandemic

An epidemic that is recognised as a pandemic by the World Health Organisation (WHO) or an official governmental authority in the country of residence or travel of the insured person.

### Quarantine

Mandatory restriction of freedom (including imposed isolation) with the aim of preventing the spread of an infectious disease which the insured person or a person travelling with them was exposed to.

## Article 207 Duties of care and obligations

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The insured persons are obliged to take the necessary care and to put in place the measures required under the circumstances to protect the insured items.

## Article 208 When must advances be repaid?

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Advances must be paid within 30 days of the insured person returning to their place of residence and at the latest within 60 days of payment.

## Article 209 What happens in the case of multiple insurance?

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In the event of (voluntary or mandatory) multiple insurance, Allianz Assistance/Allianz Suisse/CAP Rechtsschutz provide their benefits in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In a case of this kind, the legal provisions concerning double insurance apply. If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of the Allianz Assistance/Allianz Suisse/CAP Rechtsschutz benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only. If Allianz Assistance/Allianz Suisse/CAP Rechtsschutz provides benefits despite an existing subsidiarity situation, these benefits are considered to be an advance and the insured person or beneficiary will cede their claims against the third party (voluntary or mandatory insurance) to Allianz Assistance/Allianz Suisse/CAP Rechtsschutz to this extent. If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim is made against Allianz Assistance/Allianz Suisse/CAP Rechtsschutz instead of the liable party, the insured or entitled person must cede their liability claims up to the extent of the compensation received from Allianz Assistance/Allianz Suisse/CAP Rechtsschutz.

## Article 210 Compensation for brokers

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If a third party, e.g. a broker, represents the interests of the insured person for the purposes of taking out or managing an ASC Service Package, it is possible that Allianz Assistance will pay this third party a fee for their activities on the basis of an agreement with them. If the insured person

would like more information about this, they should contact the third party.

#### Article 211 Which place of jurisdiction applies?

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Cases against Allianz Assistance/Allianz Suisse/CAP Rechtsschutz may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person. The Swiss Insurance Policies Act (IPA) applies in addition to these provisions. Claims under the insurance contract expire two years after the occurrence of the event that gives rise to the obligation to pay benefits.

#### Article 212 Which legal provisions apply?

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The provisions of the Swiss Insurance Policies Act (IPA) of 2 April 1908 apply. For insurance policies in the Principality of Liechtenstein, the provisions of the Insurance Policies Act (VersVG) of 16 May 2001 also apply.

#### Article 213 Limitation period

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Claims under the insurance contract expire five years after the occurrence of the event that gives rise to the obligation to pay benefits.

#### Article 214 Written notifications

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Notifications must be sent to Allianz Assistance, Richtiplatz 1, Postfach, 8304 Wallisellen, info.ch@allianz.com.

## 300 Roadside assistance

#### Article 301 Where does the roadside assistance cover apply?

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Roadside assistance cover is provided in the following countries: Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus (Greek part), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Malta, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal (mainland), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (mainland and Balearic islands), Sweden, Switzerland, Turkey (European part, the border is the Bosphorus), the United Kingdom, the Vatican City. Switzerland is understood to include the Principality of Liechtenstein. The insurance cover extends to transport by sea if the point of departure and the destination are in the geographical area that is covered.

#### Article 302 Which vehicles are insured?

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##### 302.1 Insured vehicles

The roadside assistance cover applies to cars registered in Switzerland or the Principality of Liechtenstein up to a weight of 3.5 tonnes, camper vans up to 9 tonnes and motorcycles:

- provided that they are registered in the name of an insured person or being driven by an insured person;
- provided that they have been reported in advance as the vehicle of an insured ACS company member.

The insurance covers all the people travelling in these vehicles up to the maximum number given in the registration document.

##### 302.2 Trailers

Trailers being towed by insured vehicles are also insured. This also applies when only the trailer is affected by the breakdown.

##### 302.3 The following vehicles are not insured

- Self-drive hire vehicles (e.g. rental vehicles);
- Vehicles with a temporary registration.

#### Article 303 Which events are insured?

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Insurance cover is provided when the vehicle can no longer be used because of:

- a breakdown;
- an accident. We understand this to mean that the vehicle is unusable because of a collision, damage caused by fire, by a natural hazard or by an animal, damage caused to glass, plus vandalism, theft or attempted theft.

#### Article 304 What benefits are provided?

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##### 304.1 On-site assistance

Organising and paying the costs of vehicle repairs, provided that this is possible on-site.

##### 304.2 Replacement of small parts

During on-site vehicle repairs, the cost of replacing small parts such as wiring, brackets, hoses, fuses etc. (not including the battery) will be reimbursed.

##### 304.3 Recovery costs

If the vehicle cannot be repaired on-site, Allianz Assistance will pay the cost of recovering the vehicle to the nearest suitable repair workshop, but not the repair or material costs.

##### 304.4 Delivery costs for spare parts outside Switzerland

If the necessary spare parts cannot be obtained from the nearest repair workshop, Allianz Assistance will organise and pay for the delivery of the parts. The cost of the spare parts is not covered.

##### 304.5 Rescue costs

Allianz Assistance will organise and pay the costs of the rescue of the insured vehicle (returning the vehicle to the road) and the trailer or the caravan that it was towing after an insured event up to a maximum of CHF 2'000.

##### 304.6 Key problems

If the key has been locked in the car, the central locking system no longer works or the key has been lost or damaged, Allianz Assistance will pay the cost of resolving the problem. The cost of modifications to the vehicle's locking system is not covered.

##### 304.7 Fuel problems

The cost of fuel problems (when the vehicle has run out of fuel or has been filled with the wrong type of fuel). The cost of consequential damage such as cleaning/replacing the filter or damage to the engine and/or catalytic converter is not covered. Disposal of the wrong type of fuel is also not covered.

##### 304.8 Assessment of the extent of the damage

The cost of assessing the extent of the damage outside Switzerland to determine the recovery of the vehicle is covered up to CHF 400.

### 304.9 Repayable advance

A repayable advance of up to CHF 2'000 is offered for extraordinary events outside Switzerland (large repair bills or the purchase of spare parts).

company cannot be met (minimum age, credit card etc.), the cost of the homeward or onward journey with public transport will be paid.

### 304.10 Additional costs of ACS Classic

If the vehicle cannot be repaired on the same day or if it is stolen, for each event in Switzerland or the Principality of Liechtenstein we pay the cost of:

- a replacement vehicle up to a maximum of 5 days and CHF 500.- (in the case of the breakdown of a camper van, a car is provided as a replacement vehicle);
- the necessary accommodation;
- the homeward or onward journey by public transport (first class train ticket) or by taxi (if no public transport is available).

If the vehicle cannot be repaired within 48h or if it is stolen, for each event outside Switzerland or the Principality of Liechtenstein we pay the cost of:

- a replacement vehicle up to a maximum of 5 days (in the case of the breakdown of a camper van, a car is provided as a replacement vehicle);
- the necessary accommodation;
- the homeward or onward journey by public transport (first class train ticket or economy class air ticket if the train journey is longer than six hours) or by taxi (if no public transport is available).

The compensation for the benefits listed above (incl. costs for replacement vehicle) is limited for all the people together for events within Switzerland or the Principality of Liechtenstein to a maximum of CHF 1'000.- and for events outside Switzerland or the Principality of Liechtenstein to a maximum of CHF 3'000.-:

- the return of the repaired, unrepaired or recovered vehicle to a repair workshop in the permanent place of residence of the insured person, including the cost of storing the vehicle in a secure location.

The cost is limited to the current value of the vehicle after the damage was caused and before any repairs;

- If the vehicle is not returned to Switzerland, Allianz Assistance will organise the disposal and pay the customs duty abroad.

### 304.11 Replacement driver

If the driver is no longer able to drive the car because of an accident, a serious illness or disappearance, or if the driver has died and none of the other vehicle occupants has a driving licence or if the occupants are unable to drive the vehicle because of the emergency, the cost of a driver to return the vehicle and the occupants to their home will be paid.

### Article 305 Number of breakdowns per calendar year

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Per calendar year (1.1.–31.12.) a maximum of 3 breakdowns are compensated. The organization of breakdown assistance is also guaranteed in more than 3 cases. However, the costs must be paid directly on site by the insured person.

### Article 306 Reduced benefits

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For taxis and driving school vehicles the benefits are restricted to articles 304.1 to 304.7.

### Article 307 Note on the use of replacement vehicles

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The cost of filling a rental vehicle with fuel or of damage to the vehicle will not be paid. If a rental vehicle cannot be organised, for example because the requirements of the rental



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