



Automobil Club der Schweiz  
Automobile Club de Suisse  
Automobile Club Svizzero

**Allianz**  **Assistance**

# General Terms and Conditions of Insurance ACS Premium

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 Premium group insurance contract (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 Premium 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/travel insurance: **In the case of roadside assistance/travel insurance, 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.

**Cancellation costs:** In the case of cover for cancellation costs, if the insured event occurs, the booked trip must be cancelled immediately with the travel company or accommodation/course provider and the claim must be submitted to Allianz Assistance in writing, enclosing all the necessary documents. The following documents must be submitted:

- 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));
- Invoice for cancellation costs;
- 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.).

**Use of rental vehicles:** Claims under the cover for the use of rental vehicles must be reported to Allianz Assistance immediately and in writing, enclosing the documents listed in the special provisions for the individual insurance components. The following documents must be submitted:

- ACS membership number;
- Rental company's rental agreement (with excess indicated);
- Claim report;
- Claim settlement;
- Credit card statement with the claim amount indicated.

**Driving third-party motor vehicles:** In the case of cover for driving third-party motor vehicles, the requirement must be reported, quoting the **reference number T86582347 3**, by phone on **+41 44 283 33 77** or by e-mail to **schadenservice@allianz-suisse.ch**.

**Motor/travel legal protection:** In the case of cover for legal protection, the need for legal assistance must be reported as quickly as possible to **CAP Rechtsschutz, Grosskundenbetreuung, Postfach, 8010 Zurich, Telephone +41 58 358 09 09, E-mail: capoffice@cap.ch**.

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/claim 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?

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?

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 airspace, are also not insured.
- The following events and their consequences are not insured: Epidemics and pandemics, except where explicitly defined as insured in article 400: Cancellation costs and in article 502, article 504.1, article 504.5 and article 504.6 that form part of article 500: Travel insurance.
- 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.
- The insurance for **cancellation costs** does not include cover for “poor healing”, including illnesses or the consequences of an accident, an operation or a medical treatment that already existed at the time of booking the trip or taking out the insurance and that the insured person has not recovered from by the departure date; the same applies to cancellations of trips by the travel company, official orders (except where explicitly defined as insured in article 400: Cancellation costs), illnesses/accidents not immediately diagnosed by a doctor at the time of occurrence

or psychological reactions attributable to potential hazards, such as fears of unrest, acts of terror, natural disasters or aviophobia (fear of flying).

- No benefits are provided as part of the **travel insurance** cover unless the Allianz Assistance emergency call centre has agreed to the benefits in advance; the same applies, for example, if the travel company responsible fails to provide the contractual services or provides only part of them; the same applies if the insured person travelled to the destination contrary to advice from the government of their home country issued in connection with an epidemic/pandemic or contrary to the advice of the local authorities.
- The cover for **use of rental cars** does not give any entitlement to benefits for losses resulting from gross negligence by the driver, losses arising from a breach of the contract with the car rental company or losses where the insurance in question does not involve an excess.

#### Article 205 When are the benefits limited to CHF 300 or when is there an excess?

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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.

##### Deductible for cancellation costs

The insured person must pay a deductible of CHF 180 per claim.

#### 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, Richtplatz 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 a 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).

##### 304.10 Additional costs of ACS Premium

If the vehicle cannot be repaired on the same day (in Switzerland or the Principality of Liechtenstein) or within 48 hours (outside Switzerland) or if it is stolen, for each event we pay the cost of:

- a replacement vehicle up to a maximum of CHF 3'000 (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 is limited to a maximum of CHF 5'000 for all the people together. With the exception of the replacement vehicle (maximum CHF 3'000), there is no restriction on the amount of all the benefits within the limit of CHF 5'000;

- 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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There are no restrictions for ACS Premium.

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

## 400 Cancellation costs

### Article 401 Where does the insurance cover apply?

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The insurance cover applies worldwide (including Switzerland and the Principality of Liechtenstein).

### Article 402 What is insured?

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#### Cancellation costs

If the insured person cancels the contract with the travel company due to an insured event, Allianz Assistance will pay the contractual cancellation costs up to the insured amount. Any costs that the insured person is charged for rebooking services before the cancellation will be covered only if the rebooking is caused by an insured event. No compensation will be paid for costs, fees or credit reductions resulting from the loss or forfeiture of air miles, prize awards or other rights of use (time-sharing etc.).

#### Delayed departure

If the insured person's departure is delayed due to an insured event, instead of paying the cancellation costs, Allianz Assistance will pay (up to the amount equivalent to the cancellation costs):

- the additional travel costs arising from the delayed departure;
- the costs for the unused portion of the stay, as a proportion of the insured package price (without transport costs); the departure day counts as a used day.

Expenses incurred for disproportionate or recurrent handling charges or insurance premiums will not be reimbursed.

The insured person must pay a deductible of CHF 180 per claim.

The cost of event tickets that do not form part of a package is covered without a deductible being charged. The definition of a trip in article 206 does not apply.

### Article 403 Which events are insured?

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Insurance cover is provided if one of the following events occurs before the booked service starts:

#### 403.1 Serious illness, serious accident, complications of pregnancy or death

Serious illness (including diagnosis of an epidemic or pandemic disease such as COVID-19), a serious accident, complications of pregnancy or the death of one of the following people, provided the event in question occurred after the date of booking or after the insurance was taken out:

- the insured person;

- a person travelling with the insured person who booked the same trip and cancelled;
- a person closely related to the insured person who is not travelling;
- a person providing holiday cover in the workplace, provided the insured person's presence is indispensable.

If a number of insured persons have booked the same journey, it can be cancelled for a maximum of six persons if an accompanying insured person cancels the journey due to one of the above events.

For mental illness, insurance cover only applies if

- a psychiatrist confirms the person's inability to work and travel and
- the inability to work is documented by a certificate of absence supplied by the employer.

Chronic illness is only covered by the insurance if the trip has to be cancelled due to a medically documented, unexpected acute deterioration. Cover is contingent on the person being able to travel at time of booking or taking out the insurance and demonstrably being in a stable state of health.

#### 403.2 Pregnancy

The cover provided in the case of pregnancy is as follows:

- If the person became pregnant after booking the trip and the return journey is after the 24th week of pregnancy.
- If the person became pregnant after booking the trip and a vaccination is required for the destination which would pose a risk to the unborn child.

#### 403.3 Damage to property

If the insured person's property is seriously damaged at their permanent residence as a result of burglary or damage caused by fire, water or natural hazards and the insured person's presence is required at home during the planned trip.

#### 403.4 Theft of passport

If the insured person's passport or identity card is stolen just before the trip and, as a result, the insured person is unable to travel. Note: There are emergency passport offices at some airports.

#### 403.5 End of an employment relationship

If the insured person's employment relationship is terminated through no fault of their own within the last 30 days before the start of the trip.

#### 403.6 Unexpected start of a new job

If the insured person unexpectedly starts a new job within the last 30 days before departure or the unexpected new job starts during the trip.

#### 403.7 Travel warning

If strikes, acts of violence committed against people or property during riotous assemblies, riots or disturbances, or epidemics, or the risk of terrorist acts make it impossible for an insured person or a person travelling with the insured person who booked the trip at the same time to take the trip. We base our decision on the latest information from the Federal Department of Foreign Affairs (FDFA) at the start of the trip if it advises against travel. If the warning had already been issued when the trip was booked, no benefits will be provided.

#### 403.8 Natural disasters

If a natural disaster at the destination puts the insured person's life in danger.

#### 403.9 Illness or accident suffered by a pet

If the insured person's pet has an accident or an illness or the person who was to have cared for the animal is unable to as a result of an accident, illness or death.

### 403.10 Delay or cancellation of public transport

If the means of public transport used by the insured person to travel to the airport or rail station in Swiss territory is delayed or cancelled and if the insured person is therefore prevented from starting the trip.

### 403.11 Travel to the starting point

If the private vehicle or taxi used to travel directly to the starting point arranged for the trip becomes unroadworthy due to an accident or breakdown during the journey. Problems with keys or fuel are not insured.

### 403.12 Summons before a court

If the insured person unexpectedly receives a summons to appear as a witness or a juror in court. The court date must fall within the travel period.

### 403.13 Quarantine

If the insured person or a person travelling with them on the trip is quarantined before the trip by order or other request of a government or public authority due to a suspicion that the insured person or a person travelling with them has been exposed to an infectious disease (including an epidemic or pandemic disease, such as COVID-19). This does not include quarantine which applies across-the-board or generally to part or all of a population or geographical area, or which applies on the basis of the destination or place of origin or transit of the person affected.

## Article 404 What benefits are provided?

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### 404.1 Cancellation costs

If the insured person cancels the contract with the travel company due to an insured event, Allianz Assistance will pay the contractual cancellation costs up to the agreed insured amount. Any costs that the insured person is charged for rebooking services before the cancellation will be covered only if the rebooking is caused by an insured event. No compensation will be paid for costs, fees or credit reductions or forfeiture of air miles, prize awards or other rights of use (time-sharing etc.).

### Delayed departure

If the insured person's departure is delayed due to an insured event, instead of paying the cancellation costs, Allianz Assistance will pay (up to the amount equivalent to the cancellation costs):

- the additional travel costs arising from the delayed departure;
- the costs for the unused portion of the stay, as a proportion of the insured package price (without transport costs); the departure day counts as a used day.

Expenses incurred for disproportionate or recurrent handling charges or insurance premiums will not be reimbursed. The cost of event tickets that do not form part of a package is covered without an excess being charged.

### 404.2 Illness or accident suffered by a pet

If a pet has an accident or becomes ill or the person who was caring for the animal becomes unable to do so during the period of the trip, only the costs of a boarding kennel up to a maximum of CHF 1'000 will be paid.

## Article 405 What are the limits of the benefits?

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The benefits amount to CHF 15'000 per insured person and event and to a maximum of CHF 60'000 for all the people together.

The insured person must pay a deductible of CHF 180 per claim.

## Article 406 When are no benefits provided?

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Cancellation costs (e.g. the costs of hotels, meals, reservations and transport) for social occasions organised/taken over by an insured person are not covered.

Non-insured events and benefits (as a supplement to article 204: Non-insured events and benefits)

- **Poor healing**  
If an illness or the consequences of an accident, an operation or a medical treatment already existed at the time of booking the trip or taking out the insurance and the insured person has not recovered by the departure date. If recovery from an operation/medical treatment, which was already planned at the time of booking the trip or taking out the insurance, but was only performed afterwards, is not complete by the departure date.
- **An insured event not immediately diagnosed and documented by a doctor at the time of occurrence**  
If an event listed under article 402 was not immediately confirmed by a doctor and documented by a medical certificate with a diagnosis at the time of occurrence.
- **Cancellation by the travel company**  
If the travel company is unable to fulfil its contractual services either fully or in part, cancels the trip or is forced to cancel due to specific circumstances and is obliged, according to the relevant legal provisions, to pay compensation for those services not provided. Specific circumstances necessitating cancellation of the trip include advice by the Federal Department of Foreign Affairs not to travel to the area in question.
- **Official orders**  
If official orders make it impossible to take the booked trip as planned (except when specifically defined as insured in article 403.13 Quarantine).
- Cancellation costs are not insured if the cancellation, depending on circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural disaster or is caused by fear of civil unrest, acts of war or acts of terror or by aviophobia (fear of flying).

## 500 Travel insurance

### Article 501 Where does the insurance cover apply?

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The insurance cover applies worldwide (including Switzerland and the Principality of Liechtenstein).

### Article 502 Insurance cover A: Illness, accident, death

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#### Which events are insured during the trip?

Insurance cover is provided if an insured person becomes seriously ill during a trip (including diagnosis of an epidemic or pandemic disease such as COVID-19), has a serious accident or a medically documented, unexpected deterioration of a chronic condition or dies.

### Article 503 Which benefits are provided under insurance cover A?

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The benefits include:

#### 503.1 Search and rescue

If the insured person goes missing during the trip or has to be rescued from a physical emergency, Allianz Assistance



will pay the necessary search and rescue costs up to a maximum of CHF 30'000 per event.

### 503.2 Transfer to the nearest suitable hospital

If the insured person becomes seriously ill during the trip or is seriously injured or if a medically documented, unexpected deterioration of a chronic condition occurs, Allianz Assistance will organise and pay for a transfer to the nearest hospital equipped to provide the required treatment on the basis of a corresponding medical assessment.

### 503.3 Return journey

If the insured person becomes seriously ill during the trip or is seriously injured or if a medically documented, unexpected deterioration of a chronic condition occurs, on the basis of a corresponding medical assessment Allianz Assistance will organise and pay for the repatriation of the insured person, not accompanied by medical staff, to the insured person's place of residence. If necessary for medical reasons, Allianz Assistance will organise and pay for repatriation with medical care to a hospital equipped to provide the required treatment at the insured person's place of residence under the same conditions as in article 503.2 (Transfer to the nearest suitable hospital).

### 503.4 Failure to use some of the booked services

If an insured person has to abandon the trip prematurely due to an insured event, Allianz Assistance will reimburse the costs for the missed part of the trip as a proportion of the insured arrangement price. The compensation is limited to CHF 15'000 per insured person and event and to a maximum of CHF 60'000 for all the people together, regardless of the number of bookings. No reimbursement is paid for the cost of the originally booked return trip or for the unused and originally booked accommodation, if Allianz Assistance pays the cost of the replacement accommodation.

### 503.5 Advance payment to a hospital

If the insured person has to be hospitalised outside their country of residence, Allianz Assistance will organise, if necessary, the advance payment of up to CHF 5'000 for hospital expenses.

### 503.6 Visits

If the insured person has to be hospitalised abroad for more than seven days or has a life-threatening health condition, Allianz Assistance will organise and pay for up to two closely related people to visit the insured person in hospital (first class train ticket, economy class air ticket, middle-class hotel) up to a maximum of CHF 5'000.

### 503.7 Unforeseen expenses in the event of repatriation, an extra return journey, interruption of the trip or a delayed return journey

If unforeseen expenses are incurred in connection with an insured event (taxi fares, telephone costs etc.), Allianz Assistance will pay the additional cost up to a total of CHF 750 per person, with an additional limit for telephone costs of a maximum of CHF 150 within this limit.

### 503.8 Childcare

If both parents or the only parent taking part in a trip have/has to be repatriated to their place of residence, Allianz Assistance will also organise care for minors who would have to continue the trip alone or return, and will pay the cost of a return ticket for a carer (first class train ticket, economy class air ticket).

### 503.9 Transfers

If an insured person dies, Allianz Assistance will pay for the cost of cremation outside the person's country of residence or the additional costs to fulfil the international agreement on the transfer of corpses (minimum requirements such as a lead coffin or lining), plus the cost of returning the coffin or urn to the last place of residence of

the insured person. Disposal of the lead coffin is also covered.

## Article 504 Insurance cover B: Interruption/termination of the trip

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What type of event which results in the trip being interrupted or terminated is insured? Insurance cover is provided if the following events happen during a trip:

### 504.1 Presence at home/at work

Early return when a closely related person not on the trip or a person providing holiday cover at the insured person's workplace becomes seriously ill (including diagnosis of an epidemic or pandemic disease such as COVID-19), is seriously injured or dies.

### 504.2 Damage to property

If the insured person's property is seriously damaged at their place of residence as a result of burglary or damage caused by fire, water or natural hazards.

### 504.3 Fellow travellers

If a closely related person or family member on the trip is repatriated to their place of residence or has to interrupt the trip due to another insured event and the insured person has to continue the trip alone.

### 504.4 Strikes, unrest, natural disasters

If it can be proven that unrest, terror attacks, natural disasters, epidemics at the destination make it impossible to continue the trip or represent an actual risk to the life or property of the insured person.

### 504.5 Quarantine

If the insured person or a person travelling with them on the trip is quarantined during the trip by order or other request of a government or public authority due to a suspicion that the insured person or a person travelling with them has been exposed to an infectious disease (including an epidemic or pandemic disease, such as COVID-19). This does not include quarantine which applies across-the-board or generally to part or all of a population or geographical area, or which applies on the basis of the destination or place of origin or transit of the person affected.

### 504.6 Refusal of transport for the onward or return journey or refusal of entry due to suspicion of illness

If the insured person or a person travelling with them is refused transport or entry during the trip on the grounds that the insured person or a person travelling with them is suspected of suffering from an infectious disease (including an epidemic or pandemic disease such as COVID-19). This does not include refusals caused by the fact that the insured person or a person travelling with them has disregarded or refused to comply with current travel and/or entry regulations or refusals based on general travel or entry restrictions.

### 504.7 Official measures/strikes

If it can be proven that official measures or strikes (excluding strikes by the travel company or its service providers) make it impossible to continue the trip or represent an actual risk to the life or property of the insured person.

## Article 505 Which benefits are provided under insurance cover B?

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### 505.1 Return journey

Allianz Assistance will organise and pay the additional cost of the extra return journey (first class train ticket, economy class air ticket) for the insured person or the insured family

member or, if practical and reasonable, the transport costs for the continuation of the trip.

### 505.2 Failure to use some of the booked services

If an insured person has to abandon the trip prematurely due to an insured event, Allianz Assistance will reimburse the costs for the missed part of the trip as a proportion of the insured arrangement price. The compensation is limited to CHF 15'000 per insured person and event and to a maximum of CHF 60'000 for all the people together, regardless of the number of bookings. No reimbursement is paid for the cost of the originally booked return trip or for the unused and originally booked accommodation, if Allianz Assistance pays the cost of the replacement accommodation.

### 505.3 Additional costs

If unforeseen expenses are incurred in connection with an insured event (taxi fares, telephone costs etc.), Allianz Assistance will pay the additional cost up to a total of CHF 750 per person, with an additional limit for telephone costs of a maximum of CHF 150 within this limit.

### Article 506 Insurance cover C: Inability to use the booked accommodation during the trip

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Insurance cover is provided if damage to booked accommodation caused by fire, natural hazards or water prevents an insured person from using the booked accommodation. In this case, the additional costs of accommodation and meals will be paid up to a maximum of CHF 1'000 per insured person.

### Article 507 Insurance cover D: Additional benefits

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#### 507.1 Transport problems

If after a booked trip has started, the booked transport is unavailable because of a breakdown or accident, the additional travel costs incurred by the insured person will be paid up to a maximum of CHF 1'000 per person. Costs incurred by delays or missed connections are not covered.

#### 507.2 Document theft

In the event of the theft of personal documents (passport, identity card, tickets and accommodation vouchers), which temporarily prevent the continuation of the trip or the return to Switzerland, Allianz Assistance will pay the additional cost of the stay (hotel, local transport costs, extra cost for return journey) up to a maximum of CHF 1'000 per event, provided that the police are informed promptly.

#### 507.3 Insolvency of the trip organiser

An advance will be paid for the costs of the stay and the return journey, if the booked trip can be continued only at the expense of the insured person as a result of the insolvency of the trip organiser.

#### 507.4 Notification of people at home

If benefits are provided by the insurance carriers, the family members or the employer of the insured person can be informed, on request, about the facts and the measures taken.

## 600 Driving third-party motor vehicles

### Article 601 Where does the insurance 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, 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 602 Which vehicles are insured?

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#### 602.1

The insurance covers vehicles with a permissible maximum weight of 3.5 tonnes that are registered in Switzerland or in the Principality of Liechtenstein, provided that they are driven by an insured person.

#### 602.2

The following vehicles are not insured:

- Vehicles used for commercial transport of passengers (e.g. taxis);
- Driving school vehicles;
- Rental vehicles (including vehicles in car sharing schemes);
- Replacement vehicles;
- Vehicles with a permissible maximum weight of over 3.5 tonnes.

### Article 603 What is insured?

---

The following types of collision damage caused by an insured person driving a vehicle with a permissible maximum weight of up to 3.5 tonnes, including trailers and motorcycles, that they do not own are covered:

- Excess of the third party and fully comprehensive vehicle insurance for the affected vehicle that they do not own;
- Loss of bonus for the third party and fully comprehensive insurance for the affected vehicle that they do not own;
- Cost of a rental vehicle for a maximum of 5 days up to a maximum of CHF 500;
- Collision damage up to a maximum of CHF 5'000.

The insurance cover applies up to a maximum of 24 days after receipt of the vehicle.

### Article 604 What benefits are provided?

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In the event of a claim, the following benefits are provided:

#### 604.1 Excess

The contractual excess that the insurer requires the policyholder or the keeper of the affected vehicle to pay.

#### 604.2 Loss of bonus

The additional premium that must be paid for the third party insurance for the affected vehicle as a result of a change in the level in the bonus system. The additional premium is covered until the level at the time of the event is reached.

#### 604.3 Rental car

The cost of a rental car for a maximum of 5 days up to a maximum of CHF 500 while the repairs are carried out.

#### 604.4 Own-damage claims

If the affected vehicle does not have fully comprehensive insurance, the repair costs up to a maximum of CHF 5'000

or, if the car is written off, up to a maximum of the current value of the car below CHF 5'000, provided that no fully comprehensive insurance cover is in place at the time of the event. The residual value of the car is taken into consideration when calculating the compensation. In this case, Allianz Suisse must be given the opportunity to inspect the damaged vehicle before and after the repair. Otherwise, the benefit from Allianz Suisse may be reduced or not paid at all.

#### Article 605 When are no benefits provided?

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The following are not covered:

- Own-damage claims if the keeper or owner of the vehicle is an occupant of the vehicle at the time of the event;
- Damage to vehicles used by an insured person for the purpose of carrying out their work;
- Damage to vehicles that have been provided to an insured person in connection with a professional activity either by their employer or by another insured person;
- Damage to a vehicle that has been exchanged with the insured person's own vehicle for their use;
- Claims resulting from the use of the vehicle in breach of legal or official regulations or which the insured person is not authorised for;
- Damage caused when the driver of the vehicle was under the influence of alcohol (in excess of the legal alcohol limit of the country in question) or under the influence of drugs with an anaesthetic effect;
- Damage to trailers is only covered if they can be towed by a car or other light vehicle up to a permissible maximum weight of 3.5 tonnes under the provisions of road traffic legislation.

## 700 Use of rental vehicles (collision damage waiver insurance)

#### Article 701 Where does the insurance cover apply?

---

The insurance cover applies worldwide (including Switzerland and the Principality of Liechtenstein).

#### Article 702 Which vehicles are insured?

---

The insurance covers a vehicle up to a permissible maximum weight of 3.5 tonnes that is rented and driven by an insured person. Vehicles over a permissible maximum weight of 3.5 tonnes, taxis, driving school vehicles and vehicles used in car-sharing schemes (e.g. Mobility) are not covered.

#### Article 703 Start and end of the insurance

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The insurance cover begins and ends on the dates in the rental contract. If the vehicle is returned before the return date given in the rental contract, the insurance cover ends on this date.

#### Article 704 Which events are insured?

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The excess that the vehicle renter is required to pay as a result of damage to the rental vehicle or the theft of the rental vehicle during the rental period is covered. The condition for compensation is an event covered by another insurance policy and a resulting excess.

#### Article 705 What benefits are provided?

---

The insurance benefit relates to the excess charged to the insured person by the rental company or another insurance company. It is limited to a maximum of CHF 3'000. If the actual damage is below the amount of the agreed excess, the actual damage will be paid for, provided that it is caused by an insured event.

#### Article 706 When are no benefits provided?

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No benefits are provided:

- For damage where the insurance policy in question does not involve an excess;
- For damage caused when the driver of the vehicle was under the influence of alcohol (in excess of the legal alcohol limit of the country in question) or under the influence of drugs with an anaesthetic effect;
- For damage to caravans and other types of trailer;
- Claims arising from a breach of the contract with the car rental company;
- Damage caused not on public roads or on unofficial roads.

## 800 Motor legal protection worldwide

#### Article 801 Who is insured

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##### Category of people

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 whose place of residence under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein.

#### Article 802 Where does the insurance cover apply?

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The relevant geographical scope is given in the corresponding column of the table "Which areas of law are covered" below.

##### 802.1 Terms: Geographical scope

Regardless of the place where the event occurred, legal cases with a place of jurisdiction within the geographical area listed are covered, provided that the relevant national law is applicable and, at the time when the legal case is registered, the place of jurisdiction for the enforcement is also within the insured geographical area.

##### World

Global cover.

##### Europe

Geographical Europe up to the Urals and those countries bordering the Mediterranean.

##### Switzerland

Cover throughout Switzerland. The Principality of Liechtenstein is considered to be equivalent to Switzerland.

##### 802.2 Place of jurisdiction outside Europe

The insured amount where the place of jurisdiction is outside Europe is CHF 50'000.

#### Article 803 What is the deductible?

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No deductible is applied.

**Article 804 Which areas of law are covered?**

The insured persons are covered as owners, keepers, renters, drivers or passengers of a motor vehicle, including a trailer and a non-permanently attached caravan, or a boat, as drivers of a rail vehicle, as passengers in an aircraft or on public transport and on public roads as pe-

destrians, cyclists, horse riders, users of devices and aids similar to vehicles for the purposes of mobility or transport in the following areas of law (exhaustive list in accordance with the table)

Area of law	Geographical scope	Insured amount in CHF per legal case	No insurance cover provided (additional exclusions in article 808)
<b>a) Claims for damages:</b> Asserting non-contractual claims for damage to property or people (injury/death) and the economic losses that result directly from them	World	500'000 (Outside Europe: 50'000)	In connection with libel
<b>b) Product liability law:</b> Asserting non-contractual claims for damages on the basis of product liability law	World	500'000 (Outside Europe: 50'000)	
<b>c) Victim support:</b> Asserting claims for damages in accordance with article 804 of the Victim Support Act	Europe	500'000	
<b>d) Reporting a criminal offence:</b> Reporting a criminal offence if this is necessary to assert claims for damages in accordance with article 804	World	500'000 (Outside Europe: 50'000)	In connection with libel
<b>e) Criminal defence:</b> Criminal and administrative proceedings against the insured person, which relate to a traffic accident or a failure to comply with the traffic regulations	World	500'000 (Outside Europe: 50'000)	Allegation of a breach of traffic regulations in stationary traffic (ban on stopping, parking etc.)
<b>f) Forfeiture of licence and tax:</b> Proceedings concerning the forfeiture of the driving licence or vehicle registration document or the cantonal vehicle tax	Switzerland/Liechtenstein	500'000	Proceedings for the purpose of acquiring or converting a driving licence and recovering a legally forfeited driving licence
<b>g) Property law:</b> Disputes concerning ownership, possession or other rights in rem to an insured vehicle	World	500'000 (Outside Europe: 50'000)	
<b>h) Insurance law:</b> Disputes under social insurance law with Swiss public insurance funds (IV, SUVA etc.), pension funds and health insurance funds and disputes resulting from insurance contracts with private insurance companies	World	500'000 (Outside Europe: 50'000)	
<b>i) Patient law:</b> Disputes involving doctors, hospitals and other medical institutions concerning the treatment of injuries resulting from an insured traffic accident	World	500'000 (Outside Europe: 50'000)	

<b>j) Vehicle contract law:</b> Disputes resulting from the following contracts under the Swiss Code of Obligations concerning insured vehicles (including their accessories, such as child seats, car stereos etc.): purchase, rental, loan, lease, deposit, repair (exhaustive list)	World	500'000 (Outside Europe: 50'000)	<ul style="list-style-type: none"> <li>– The purchase/sale of vehicles and vehicle accessories if the insured person carries out these transactions on a commercial basis</li> <li>– Contractual disputes in connection with boats</li> </ul>
<b>k) Renting a garage:</b> Disputes as a long-term tenant of a garage or parking space for insured vehicles	Switzerland	500'000	

If a legal case includes several areas of law with different insured amounts, the lowest insured amount applies to the entire legal case. Insured debt collection measures will only be taken in the geographical area relevant to the area of law.

#### Article 805 When does the insurance apply?

##### 805.1

The insurance cover applies in relation to the start, duration and end of the insurance cover defined in the common provisions for the insured persons (article 203 GTC, edition 1/2021) for legal cases that occur during the membership period, provided that the need for legal cover also occurred during the membership period.

##### 805.2

The legal case is considered to have occurred:

- **Claims for damages:** At the time when the damage was caused;
- **Criminal law:** At the time of the actual or alleged breach of the provisions of criminal law;
- **Insurance law:** At the time of the first occurrence of the damage to health which resulted in the inability to work or invalidity; in all other cases: at the time of the event which resulted in the claim against the insurance;
- **In all other cases:** At the time of the actual or alleged breach of legal provisions or contractual obligations, unless the insured person was able to determine earlier that legal differences could arise. In the latter case, the time when it was possible to determine this is decisive.

#### Article 806 What benefits are provided?

In the insured legal cases, CAP Rechtsschutz will pay for the following up to the insured amounts listed in article 804:

##### 806.1

- The processing of these legal cases by CAP;
- The fees of a lawyer, case representative or mediator;
- The costs of an expert report obtained in agreement with CAP or by the court;
- Court fees or other case costs incurred by the insured person, including advances;
- The other party's legal costs imposed on the insured person, including bail payments;
- The collection of a debt payable to the insured person as a result of an insured case, if the debtor disputes this (e.g. under Swiss law from the time of objection to the payment order), until a certificate of loss, an application for a moratorium on debt enforcement, an

insolvency warning or an insufficient pledge certificate is available;

- Advances for bail following an accident to avoid pre-trial detention;
- For a case abroad, the necessary translation and travel costs up to CHF 5'000.

##### 806.2

All disputes with the same cause or with an indirect or direct connection to the same event are considered to constitute one legal case. The insured amount will be paid only once per legal case, even if several areas of law are affected. Bail payments and advances will be offset in full against the insured amount. These must be repaid to CAP.

##### 806.3

If an event involves several insured persons, CAP is entitled to restrict its benefits to safeguarding their out-of-court interests, until a test case can be completed by lawyers selected by CAP. For all the people insured in the "category of people", the benefits will also be added together.

Article 807 The payment of the following is not generally covered:

- Fines;
- Costs of blood alcohol or drug analyses, medical or psychological investigations and driver training in traffic-related cases;
- Damages;
- Costs and charges relating to the first ruling in criminal proceedings concerning traffic offences (e.g. summary penalty order, ruling on a fine etc.) and administrative proceedings (e.g. warning, forfeiture of licence, driver training etc.). Even if they are challenged, they must be paid by the insured person;
- Costs and fees that a third party or a person who is liable or a liability insurer is obliged to pay; in these cases CAP will pay only advances;
- Costs and fees in bankruptcy and composition proceedings and in court cases concerning reclamation, schedule of claims and segregation.

If the insured person is declared bankrupt, CAP's obligation to provide benefits comes to an end, even for cases that have already occurred.

#### Article 808 Which cases are not covered?

The following are not covered (all exclusion take precedence over the provisions of article 804):

##### 808.1

All areas of law or characteristics of the insured person not explicitly described as covered in article 804.

### 808.2

Cases concerning claims and liabilities that have been transferred to the insured person by means of assignment/assumption of debt.

### 808.3

Defence against out-of-court claims for damages by third parties.

### 808.4

Cases relating to war, unrest, strikes or lockouts and involvement in brawls and fights.

### 808.5

Cases against another co-insured person in the "category of people" or their liability insurance (this exclusion does not apply to the member).

### 808.6

Disputes between cohabitants or people living together, spouses and people living in a registered partnership.

### 808.7

Legal protection in the context of the collection of payment of uncontested claims.

### 808.8

Cases under debt enforcement and bankruptcy law (debt collection measures in insured cases remain covered in accordance with article 806.1, point 6).

### 808.9

Cases in which the insured person intends to take proceedings against AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), ACS or CAP and its employees in the context of their professional activity. If the insured person intends to take proceedings against people who provide or have provided services in a legal case insured by CAP.

### 808.10

Cases where the driver is using a vehicle that is not registered for road use, is not authorised to drive a vehicle, does not have a valid driving licence or was driving a vehicle without valid number plates.

### 808.11

Cases relating to active participation in motorsport competitions and races, including training.

### 808.12

Cases involving the owner/keeper of vehicles used for commercial purposes, such as taxis, vehicles in car sharing schemes, delivery vehicles and trucks, driving school cars etc.

### 808.13

Cases concerning allegations of exceeding the maximum permitted speed limit from 30 km/h in built-up areas, from 40 km/h outside built-up areas and on main roads and from 50 km/h on motorways.

### 808.14

Cases relating to the following recurring events: Allegations of driving while unfit because of the influence of alcohol, medications or drugs and failure to provide a blood sample.

### 808.15

Cases involving the owners, keepers or pilots of aircraft.

## Article 809 When are the benefits reduced?

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CAP explicitly waives its legal right to reduce the benefits in the case of accidents caused by gross negligence,

except in the case of legal judgements for driving while unfit because of the influence of alcohol, medications or drugs and failure to provide a blood sample.

## Article 810 How is an insured legal case processed?

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### 810.1

In the event of a legal case where the insured person wishes to make use of CAP's services, CAP must be informed immediately in writing. If the insured person appoints a lawyer, case adviser or mediator before reporting the case to CAP, the costs incurred before the case is reported are insured only up to the amount of CHF 500. Agreements on fees require the prior consent of CAP. If the insured person agrees a success fee with the lawyer, this will not be paid by CAP.

### 810.2

CAP determines the procedure to be taken for the benefit of the insured person. It holds negotiations concerning an amicable settlement and, in appropriate cases, proposes mediation. It decides on the involvement of a lawyer or a mediator and on the preparation of expert reports. It can restrict the contents and amounts included in an agreement to pay costs.

### 810.3

CAP gives the insured person the freedom to choose their own lawyer if a representative is needed in court or administrative proceedings or in the event of a conflict of interest. If the insured person subsequently withdraws their mandate, they must pay the resulting additional costs. CAP has the right to object to a lawyer proposed by the insured person. The insured person can propose three lawyers from different law firms, one of which CAP must choose as the lawyer to be instructed in the case. CAP is not required to justify its objection to a lawyer.

### 810.4

The insured person must provide CAP with the necessary information and authorisation. All files relating to the case, such as rulings on fines, summons, judgements, correspondence etc., must be forwarded to CAP immediately. If a lawyer has been instructed, the insured person must authorise the lawyer to keep CAP informed about the progress of the case and, in particular, to make available to CAP the documents required to assess the insurance cover or the prospects of the case. If the insured person fails to comply with these obligations to cooperate, despite being requested to do so by CAP, CAP will set an appropriate deadline for the insured person and issue a warning concerning the possible loss of the insurance claim.

### 810.5

The insured person can only agree to settlements involving commitments at CAP's expense with the consent of CAP.

### 810.6

Any compensation awarded to the insured person by the court or the other party (in or out of court) must be paid to CAP up to the amount of the benefits provided.

## Article 811 What happens in the case of differences of opinion?

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### 811.1

If there are differences of opinion concerning the procedure in a legal case covered by insurance or concerning the prospects of success in a legal case, CAP must justify its interpretation of the law immediately in writing and, at the same time, must inform the insured person of their right to start an arbitration procedure within 20 days. If the insured person does not call for an arbitration procedure

within this period, they will be considered to have waived this right. When the insured person receives this notification, they must take all the necessary measures themselves to protect their own interests. CAP is not liable for the consequences of poor representation of the insured person's interests and, in particular, is not liable for missed deadlines. The parties must each pay an advance of half of the costs of the arbitration procedure. The full costs must be paid by the losing party. If one party does not pay their share of the advance, this constitutes an acknowledgement of the other party's interpretation of the law.

#### 811.2

The parties will jointly appoint a sole arbitrator. The procedure is restricted to a single exchange of correspondence including the reasoned submissions and the evidence presented by the parties which the arbitrator will base the ruling on. Otherwise, the provisions of the Intercantonal Arbitration Convention apply.

#### 811.3

In the event that the obligation to pay benefits is rejected, if the insured person initiates legal proceedings at their own expense and if a judgement is reached that is more favourable to the insured person than the solution substantiated by CAP in writing or the result of the arbitration procedure, CAP will pay the resulting costs, as if it had agreed to this.

## 900 Travel legal protection

### Article 901 Who is insured

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#### Category of people

The member referred to on the ACS membership card (in the categories ACS Travel, ACS Classic & Travel, ACS Premium) is insured, together with all the people living in the same household or regularly returning to the household as weekly or weekend visitors whose place of residence under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein.

### Article 902 Insured amount

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If the place of jurisdiction is in Europe, the insured amount is CHF 250'000. If it is outside Europe, the insured amount is CHF 50'000.

### Article 903 Subject and geographical scope

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The insured person enjoys legal protection exclusively for trips outside Switzerland and the Principality of Liechtenstein. The risk bearer is CAP Rechtsschutz-Versicherungsgesellschaft AG with headquarters in Wallisellen.

### 904 Exclusively insured disputes and proceedings

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#### 904.1

Defence in criminal and administrative proceedings due to crimes of negligence.

#### 904.2

Assertion of non-contractual liability claims as the victim of any type of accident and of assault, theft or robbery.

#### 904.3

Disputes with private or public insurers covering the insured person.

#### 904.4

Contractual disputes arising from the following contracts concluded for the trip or on the trip:

- Rental or loan of a vehicle registered for road use of a weight of up to 3.5 tonnes;
- Repair or transport of a vehicle of this kind;
- Travel and accommodation agreement;
- Temporary rental of a holiday apartment;
- Transport of people or luggage.

### Article 905 Insured benefits

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#### 905.1

Services provided by the legal service of CAP

#### 905.2

Cash payments up to the maximum insured amount per claim when travelling within Europe and per claim when travelling outside Europe (provided this insurance variant was agreed) for:

- Costs of expert advice and analysis commissioned by CAP, the insured person's lawyer or the court;
- Legal and arbitration costs;
- Parties' expenses;
- Lawyers' fees;
- Necessary translation costs;
- Bail (only as an advance to avoid pre-trial detention).

The intervention costs awarded to the insured person during the proceedings or in similar circumstances are deducted from this.

### Article 906 Processing a claim

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#### 906.1

The need for legal assistance must be reported as quickly as possible to:

CAP Rechtsschutz, Grosskundenbetreuung, Postfach, 8010 Zurich,  
Tel. +41 58 358 09 09, Fax +41 58 358 09 10,  
E-mail: capoffice@cap.ch, www.cap.ch,  
Reference Z75.1.685.643.

#### 906.2

Subject to precautionary measures needed to meet deadlines, the insured person may not instruct any legal representative, initiate any proceedings, conclude any settlement or take any legal measures without the approval of CAP. The insured person must also submit all documents concerning the claim to CAP. Should the insured person fail to fulfil these obligations, CAP may withhold benefits, unless the insured person can prove that in these circumstances they are not guilty of breaching these obligations or that the breach has no influence on the scope of the benefits paid by CAP.

#### 906.3

If the involvement of an independent legal representative is required for court or administrative proceedings in accordance with applicable procedural law, or if there is a conflict of interest (two parties insured with CAP taking proceedings against one another or one insured person taking proceedings against an Allianz Group company), the insured person has a free choice of legal representative. If CAP does not accept the proposed legal representative, the insured person has the right to propose three other legal representatives from different law firms, one of which CAP is obliged to accept.

#### 906.4

In the event of differences of opinion between the insured person and CAP regarding the measures to be taken to settle the claim, the insured person may request a legal

judgement on the matter from an arbitrator, appointed by the insured person and CAP jointly.

#### 907 Non-insured cases and benefits

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##### **907.1**

If the insured person did not have a driving licence at the time of the claim or was not authorised to drive the vehicle.

##### **907.2**

In the event of disputes with the tax or customs authorities or in the event of proceedings as a result of the contravention of tax or customs regulations (e.g. smuggling).

##### **907.3**

If the insured person intends to take proceedings against CAP, Allianz Assistance, its representatives or people who provide services in the context of a claim.

##### **907.4**

If there are disputes or conflicts of interest between people insured under the same policy (this exclusion does not apply to the policyholder themselves).

##### **907.5**

If the request for legal assistance is submitted after the insurance has expired.

##### **907.6**

Costs of criminal and administrative rulings.





Automobil Club der Schweiz  
Automobile Club de Suisse  
Automobile Club Svizzero

**Allianz**  **Assistance**

**Allianz Assistance**

Richtplatz 1

8304 Wallisellen

Tel. +41 44 283 32 22

Fax +41 44 283 33 83

[info.ch@allianz.com](mailto:info.ch@allianz.com)

[www.allianz-travel.ch](http://www.allianz-travel.ch)