



09/2025 edition

ERV Rental Vehicle Plus. Additional insurance for rental vehicles.

European Travel Insurance ERV
P.O. Box, 4002 Basel, +41 58 275 27 27
info@erv.ch, www.erv.ch

ERV Rental Vehicle Plus.

Additional insurance for rental vehicles.

General Conditions of Insurance (E4000).

Overview of benefits

Description of the insurance benefit	Limit of indemnity Maximum benefits in CHF per event
Assumption of deductible This additional insurance covers the following types of damage to rental vehicles, to the extent that such damage is excluded from the rental provider's comprehensive and theft insurance:	10 000
Comprehensive Plus This additional insurance covers the following types of damage to rental vehicles, to the extent that such damage is excluded from the rental provider's comprehensive and theft insurance: <ul style="list-style-type: none">• Tire damage• Damage to the windscreen• Damage to the roof structure, underbody, side and rear windows, exterior mirrors, and oil pan• Loss or damage to the rental vehicle key	1000 2000 1000 500
Supplementary third-party liability coverage This policy covers claims of a type insured under the rental provider's liability insurance, to the extent that such claims exceed the applicable limit of indemnity.	5 000 000

Contents

- 1 General provisions
- 2 Assumption of deductible
- 3 Comprehensive Plus
- 4 Supplementary third-party liability coverage
- 5 Glossary

1 General provisions

1.1 Insured persons and policyholder

- A This policy covers the persons listed in the contractual documents.
- B The policyholder is the natural or legal person who has entered into an insurance contract with ERV.
- C This policy is valid if the policyholder's place of residence under civil law:
- a) is in Switzerland or Liechtenstein;
 - b) is not in Switzerland or Liechtenstein, provided that the duration of the insurance does not exceed four months. In the latter case, the policyholder must be in Switzerland or Liechtenstein when taking out the insurance policy.

1.2 Scope of application

The insurance cover is valid worldwide, unless stated otherwise.

1.3 General exclusions

The following are not insured:

- a) damage resulting from intentional or grossly negligent acts or omissions;
- b) benefits where the expert (e.g., specialist, physician, etc.) who reaches the findings regarding the loss event is a direct beneficiary or is related to the insured person by blood or marriage;
- c) damage resulting from acts of war, terrorism or orders of the authorities;
- d) damage caused by ionizing radiation of any kind, particularly as a result of nuclear reactions;
- e) damage that occurs on the occasion of wilfully committing or attempting to commit crimes or offences;
- f) damage arising in connection with a breach of contract;
- g) damage resulting from a pandemic.

1.4 Claims against third parties

- A If the insured person has been indemnified by a liable third party or by such party's insurer, no compensation is payable under the present contract. If a claim is asserted against ERV instead of against the liable party, the insured person shall assign the liability claims to ERV up to the amount of the expenses incurred.
- B In the case of multiple insurance policies, ERV will provide benefits on a subsidiary basis, unless the insurance conditions of the other insurer also contain a subsidiary clause, in which case the statutory provisions for multiple insurance shall apply.
- C If there are multiple insurance policies with licensed companies, the costs shall be reimbursed in total only once.

1.5 Further provisions

- A Claims shall become time-barred five years after the occurrence of the insured event.
- B The sole place of jurisdiction for the insured person is their Swiss place of residence or the domicile of ERV, Basel.
- C Any benefits unduly received from ERV shall be refunded to ERV within 30 days, together with any expenses incurred.
- D ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate of the day on which such costs were paid by the insured person.
- E When ERV pays the claim, the policyholder shall automatically assign his or her claim under the insurance contract to ERV as a lump sum.
- F ERV provides insurance cover and is liable for claims or other benefits only insofar as such cover and claims are not contrary to sanctions or restrictions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

1.6 Obligations in the event of a claim

- A In the event of
- a claim please contact the ERV Claims Service, P.O. Box, CH-4002 Basel, phone +41 (0)58 275 27 27 or online at www.erv.ch/claim.
 - an emergency (e.g. a medical emergency), call the local emergency number (Switzerland **144**/Europe **112**). The incident must also be reported to the Medical alarm center via the telephone number **+41 848 801 803**, which is available around the clock 365 days a year and informs you of the appropriate course of action and organizes the necessary assistance.
- B The insured person must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer must be provided
- immediately with any information requested,
 - with the necessary documents, and
 - with valid payment details (IBAN of the bank or post office account).
- D In the event of illness or accident, a doctor must be consulted immediately; the insured person/recipient of benefits must inform the doctor of their travel plans and must follow the doctor's instructions. The insured person shall release the doctors treating them from the duty of confidentiality towards the insurers.
- E All originals of documents and damaged items must be retained and provided to ERV at its request.

1.7 Culpable breach of obligations in connection with a loss event

- A In case of a culpable breach of obligations related to a loss event, the insurer may reduce the compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- B The insurer is released from the obligation to compensate if
- false information is provided intentionally,
 - facts are concealed, or
 - the required obligations (including police report, statement of facts, confirmation and receipts) are not fulfilled and the insurer suffers a disadvantage as a result.

2 Assumption of deductible

Any deductible under the rental vehicle provider's comprehensive and theft insurance is covered by this additional insurance.

2.1 Scope

The insurance coverage applies for the duration of the rental period, as specified in the contractual documents related to the vehicle rental.

2.2 Insured events

Insured events are deemed to be cases of damage covered by an existing comprehensive or theft insurance policy to the following rental vehicles: passenger cars, vans, camper vans, motorcycles, bicycles and houseboats (this list is exhaustive).

2.3 Insured benefits

- A Upon the occurrence of an insured event, this policy will cover any deductible under the comprehensive and theft insurance that applies to the repair costs incurred.
- B The amount of the insurance benefit varies according to the applicable deductible but shall not exceed the limit of indemnity stated in the overview of benefits.

2.4 Exclusions

Benefits are excluded under this policy in the following cases:

- a) if the rental vehicle is used for commercial passenger transport;
- b) if the rental vehicle is booked under a sharing or subscription model;
- c) in the event of damage to the rental vehicle accessories;
- d) in the event of damage caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- e) in the event of damage occurring outside public roads or on unofficial roads or on race tracks;
- f) in the event of damage that arises when driving a motor vehicle without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- g) in the event of damage occurring when taking part in races, rallies or training sessions for such events;

3 Comprehensive Plus

This additional insurance covers the following types of damage to rental vehicles mentioned under "Insured events", to the extent that such damage is excluded from the rental provider's comprehensive and theft insurance.

3.1 Scope

The insurance coverage applies for the duration of the rental period, as specified in the contractual documents related to the vehicle rental.

3.2 Insured events

Insured events are deemed to be the following cases of damage not covered by an existing comprehensive or theft insurance policy to the following rental vehicles:

passenger cars, vans, camper vans, motorcycles, bicycles and houseboats (this list is exhaustive):

- a) tire damage;
- b) damage to the windscreen;
- c) damage to the roof structure, underbody, side and rear windows, exterior mirrors, and oil pan (this list is exhaustive);
- d) loss or damage to the rental vehicle key:
 - replacement of the key,
 - key duplication and encoding,
 - replacement of the locks or control unit,
 - repair or replacement of the key (this list is exhaustive).

3.3 Insured benefits

A Upon the occurrence of an insured event, this policy will cover any costs arising from the repairs that are not covered by the comprehensive and theft insurance.

B The amount of the insurance benefit is limited to the limit of indemnity stated in the overview of benefits.

3.4 Exclusions

Benefits are excluded under this policy in the following cases:

- a) if the rental vehicle is used for commercial passenger transport;
- b) if the rental vehicle is booked under a sharing or subscription model;
- c) in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- d) in the event of damage occurring outside public roads or on unofficial roads or on race tracks;
- e) in the event of damage that arises when driving a motor vehicle without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- f) in the event of damage occurring when taking part in races, rallies or training sessions for such events;
- g) Consequential costs (other than those under item 3.2 d)) such as loss of a no-claims bonus, premium increase, rental loss and towing service.

4 Supplementary third-party liability coverage

This policy covers claims of a type insured under the rental provider's liability insurance, to the extent that such claims exceed the applicable limit of indemnity.

4.1 Scope

The insurance cover is valid worldwide for the duration of the rental in accordance with the contractual documents, but for a maximum of four months from the start of the insurance for customers resident abroad (with the exception of the Principality of Liechtenstein).

4.2 Insured events

Insurance coverage is provided upon the occurrence of the following events caused by the insured person while driving any of the following rental vehicles: passenger cars, vans, camper vans, motorcycles, bicycles and houseboats (this list is exhaustive):

- causing death, injury or other damage to the health of persons (personal injury);
- destruction, damage or loss of property (property damage). The killing, injury or other damage to health as well as the loss of animals is equivalent to damage to property.

4.3 Insured benefits

A Compensation is provided for the settlement of justified claims and the defence against unjustified claims, up to the agreed maximum limit of indemnity specified in the contractual documents; any interest on claims, loss mitigation costs, expert fees, legal and court costs, as well as compensation awarded to parties are included in the maximum limit of indemnity.

B Outside the EU/EFTA countries, the sum insured is limited to CHF 5 million.

C The benefits are subsidiary to those that other insurers are required to pay. Benefits due under the liability insurance for the rental vehicle are deducted from the benefits due under the present policy.

4.4 Exclusions

A The following are not insured:

- a) liability for damage affecting the person or property of an insured person;
- b) liability for property damage incurred by the spouse or registered partner of the insured person, by the insured person's relatives of ascending and descending lineage and by persons residing in the same household as the insured person;
- c) the liability of persons not designated as insured persons in the insurance contract (e.g. of other persons who use the rental vehicle without authorization) and the liability of the insured person for damage caused by persons for whom the insured person is responsible;
- d) the liability of persons barred from using the vehicle by legal or official regulations and damage in connection with journeys that were not permitted by law, the authorities or for other reasons;
- e) liability arising from the use of vehicles for which no liability insurance policy has been taken out;
- f) liability arising from the transportation of hazardous goods;
- g) damage to the insured vehicle and damage to property attached to or carried in that vehicle and personal injury to passengers;
- h) damage that the insured person should have expected to be highly likely to occur;
- i) financial loss that is attributable neither to insured personal injury nor to insured property damage;
- j) claims based on a contractually assumed liability beyond the scope of the statutory provisions;
- k) damage during journeys which an insured person carries out in return for payment;
- l) liability for loss events not covered by the motor vehicle liability insurance of the rental vehicle, or cases in which the motor vehicle liability insurer has reduced its benefits, as well as compensation for any deductible under the rental vehicle's liability insurance.

B All rights of recourse and compensatory claims arising from the insurance policies taken out for the rental vehicle are excluded.

4.5 Other provisions

In all other respects, the General Conditions of Insurance for Helvetia motor vehicle insurance, particularly those relating to liability, in effect as of the date of formation of the insurance shall apply. The aforementioned General Conditions are published online.

5 Glossary

C Comprehensive Insurance

Comprehensive insurance is motor vehicle insurance that covers damage to one's own vehicle.

Contractual documents

The contractual documents consist of the following documents issued to the customer: the insurance policy, the booking confirmation, and the insurance confirmation.

D Deductible

The amount that must be borne out-of-pocket by the insured person in the event of a claim or when making use of insurance benefits.

G Gross negligence

Acting with gross negligence means failing to observe the basic precautions that a reasonable person would have taken in the same situation, thereby putting others and oneself in danger.

I Insured Persons

Insured persons are the persons mentioned by name or the group of persons described in the contractual documents. They receive insurance cover and may be policyholders at the same time.

L Liability

The legal obligation to provide compensation for any damage that one causes to a third party.

T Terrorism

Terrorism is any use or threat of violence with the purpose of achieving a political, religious, ethnic, ideological or similar objective. The act or threat of violence is likely to spread fear or terror among the population or parts of the population or to influence a government or state institutions.