

# Excess guarantee with liability supplement for hired vehicles

Excess waiver for covered comprehensive and theft claims on the hired vehicle up to CHF 10,000 plus liability supplement up to 5 million CHF

## INFORMATIONS FOR THE INSUREE

Use of the male gender to facilitate readability is intended to also refer to the female gender.

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance lies with: European Travel Insurance (entitled ERV in the GCI), a branch of Helvetia Swiss Insurance Company Ltd (entitled Helvetia in the GIC), headquartered at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel. Responsible for the liability supplement is Helvetia.

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form, on the insurance policy and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the general terms and conditions of insurance (GCI) will have exclusive validity.

## GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E323

- 1 GENERAL PROVISIONS
- 2 EXCESS GUARANTEE
- 3 LIABILITY SUPPLEMENT

### 1 GENERAL PROVISIONS

#### 1.1 Scope of insurance, scope of application, period of validity

The insurance covers the vehicle rented by the policyholder. The insurance cover is applicable worldwide for the duration of the hire as stated in the booking or reservation confirmation.

#### 1.2 Insured persons and policyholder

- A The persons listed on the booking confirmation apply as insured persons.
- B The policyholder is the natural or legal person who has concluded an insurance contract with ERV. The insurance is valid
  - a) if the policyholder has their civil residence in Switzerland or Liechtenstein;
  - b) if the policyholder does not have their civil residence in Switzerland or Liechtenstein, provided that the insurance cover lasts four months at the most. In this case, the policyholder must be in Switzerland or Liechtenstein when concluding the insurance policy.

#### 1.3 Insured vehicles

Passenger cars, motor homes, campers, motor caravans, camping buses or motorcycles (this list is exhaustive) hired by an insured person and authorised by law for highway use, are insured.

#### 1.4 General exclusions

Benefits are excluded:

- a) in the event of claims related to a breach of the contract with the vehicle hire company;
- b) in respect of claims which arise when driving the motor vehicle without the driver's licence required by law or if the accompanying person prescribed by law is not present;
- 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 claims caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- e) in the event of claims which result from acts of war, terrorism or official rulings;
- f) in the event of claims which occur off the public highway or on unofficial roads or on race tracks;
- g) in the event of claims which occur on the occasion of participation in races, rallies or training for such events;

- h) in the event of claims which occur during the deliberate commission of crimes and offences and attempts to do so.

#### 1.5 Claims against third parties

- A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.
- C Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

#### 1.6 Additional provisions

- A Claims superannuate 2 years after the claim.
- B The insured person may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, or of Helvetia, St. Gallen, as place of jurisdiction.
- C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).
- E ERV pays its benefits in principle in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

#### 1.7 Obligations in case of claim

- A Please contact in case of claim, the Insurance Claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch.
- B The following procedure must be respected absolutely on the site: the insured person must
  - a) take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the claim event;
  - b) notify the vehicle hire company immediately in the event of a claim;
  - c) if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
  - d) on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
  - e) pay any excesses directly himself on site.
- C ERV must be furnished immediately with
  - requested information and
  - the copy of the vehicle rental agreement and the original report on the circumstances (police report, accident report) and
  - account details (IBAN of bank or post office account) – should this be omitted, the insured will bear all bank transfer charges of CHF 40.
- D In case of deliberate breach of obligations in the event of a claim, the insurer is authorised to reduce the compensation by the amount by which it would have been reduced if the insured party had conducted himself in compliance with the terms and conditions.
- E ERV will not make any payments if
  - false representations are made,
  - facts are concealed,
  - the obligations (e.g. report on the facts of the case and receipts) are omitted, if ERV suffers any loss as a consequence.

## 2 EXCESS GUARANTEE

### 2.1 Scope of insurance

The insurance is an excess waiver insurance for hired vehicles and relates to the vehicle rented by the policyholder.

### 2.2 Insured events

The term insured events means damage to the hired vehicle (excl. inventory) covered by an existing comprehensive or theft insurance.

### 2.3 Insured benefits

- A On the occurrence of an insured event, ERV pays the repair costs incurred subject to a maximum of the excess charged by the hire car insurance. Any consequential costs such as no-claims bonus loss, premium increase or loss of rental are excluded.
- B The amount of the insurance benefit will depend on the particular excess, but is limited to a maximum of CHF 10,000 per hire contract.

## 2.4 Exclusions

Benefits are excluded:

- a) if the comprehensive or theft insurer declines the claim;
- b) in the event of claims for which the main insurance does not stipulate an excess;
- c) in the event of material damage to the oil sump and tyres;
- d) in the event of claims caused by loss of, or damage to, the car key.

## 2.5 Claim

The following documents must i.a. be submitted to ERV:

- the evidence of payment of the guarantee (receipt for the car hire or evidence of debit to a credit card),
- a copy of the final account statement from the vehicle hire company,
- the statement confirming payment of the invoiced excess,
- a copy of the insurance policy.

## 3 LIABILITY SUPPLEMENT

### 3.1 Scope of insurance cover

If the sum insured under the motor vehicle liability insurance for the rental vehicle is less than 5 million CHF, Helvetia offers insurance cover for losses which are insured under the liability insurance of the rental vehicle, but which exceed the sum insured. The insurance cover is limited to that part of the loss which exceeds the sum insured of the motor vehicle liability insurance for the rental vehicle.

### 3.2 Insured liability

Cover is provided for the statutory liability of the insured as the driver of the rental vehicle referred to in par. 1.3 as a consequence of

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

### 3.3 Insured benefits

A The benefits provided by Helvetia consist of compensating justified claims and warding off unjustified claims and are limited by a maximum sum insured of 5 million CHF; any interest on losses, costs of loss mitigation, expert opinions, lawyers' fees, court costs and compensation paid to parties are included in the maximum sum insured.

B The benefits will be paid on a subsidiary basis to other insurers required to assume the losses. Benefits due under the liability insurance of the rental vehicle will be deducted from the benefits due under the present policy.

### 3.4 Exclusions

A The following are not covered:

- a) liability for losses relating to the person or belongings of an insured person;
- b) liability for property damage incurred by the spouse or registered partner of the insured, his relatives of ascending and descending lineage and by persons residing in the same household as the insured;
- c) liability of persons not designated as insured persons in the insurance contract (e.g. of other persons who use the rental vehicle without authorisation) and liability of the insured for damage/losses caused by persons for whom he is responsible;
- d) liability of persons barred from using the vehicle by legal or official regulations and damage/losses in connection with journeys which were not permitted by the law, the authorities or for other reasons;
- e) liability arising from the use of vehicles for which no liability insurance has been taken out;
- f) liability arising from the transportation of hazardous loads;
- g) damage to the insured vehicle and damage to property attached to or carried in these vehicles and personal injury to passengers;

- h) damage/losses that the insured should have expected to be highly likely to occur;
- i) financial loss that is attributable neither to insured personal injury nor to property damage suffered by an injured party;
- k) claims based on a contractually assumed liability beyond the scope of the statutory provisions;
- l) damage/losses arising during journeys undertaken by the insured in return for remuneration;
- m) liability for loss events for which no insurance cover is provided by the motor vehicle liability insurance of the rental vehicle or for which benefits have been curtailed by the motor vehicle liability insurer and for the replacement of any deductible set by the liability insurance of the rental vehicle.

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

### 3.5 Claim

A ERV is the representative of Helvetia Swiss Insurance Company Ltd for the present liability insurance and issues the policies in its name and checks any claims for cover. All communications in connection with the present insurance contract should therefore be addressed to ERV. In the event of a loss which is likely to have consequences relevant to the insurance policy or in the event of liability claims being brought against the insured, the insured shall be obliged to notify ERV without delay. In addition to the documents specified under par. 1.7 C, notifications must also be accompanied by a copy of the motor vehicle liability policy of the rental vehicle and the relevant contact details.

B ERV is authorised by the insured to obtain additional information from all insurance companies. The insured releases insurance companies, central information systems belonging to insurance companies and other associated parties from their duty of confidentiality and grants them the authority to provide ERV or Helvetia with any information relating to the implementation of the insurance contract. Helvetia reserves the right to appoint, on behalf of the insured, a defence counsel or lawyer, to whom the insured must grant power of attorney. Helvetia will conduct binding negotiations with the injured party, at its discretion either as the representative of the insured or in its own name.

D Helvetia's settlement of the injured party's claims is binding on the insured in all cases. The insured is obliged to support Helvetia in determining the facts of the matter and to refrain from taking any separate position on the injured party's claims (contractual fidelity). In particular, the insured may not recognise liability claims or remit any payments to injured parties or assign claims under this insurance contract to injured parties or to third parties and will moreover leave the conduct of any civil litigation to Helvetia. If opponent's court costs are awarded to an insured person, Helvetia is entitled to these unless they are intended to cover the insured person's personal expenses.