

Standard Terms of Insurance (STI)

Helvetia private customers insurance

Mutual provisions

September 2017 edition

Foreword

Dear customer

Thank you for your interest in Helvetia's private customers insurance.

We place great value in ensuring that you can quickly and dependably obtain information about your insurance contract. This is why the Standard Terms of Insurance (STIs) are structured like a reference document. In addition to a table of contents, they also contain customer information and other contractual provisions. To make the terms of the contract easier to read, the male form of any gender-specific terminology is used, but of course, these terms also apply to female persons and legal entities.

Your insurance contract comprises the text in your policy, the Standard Terms of Insurance and any supplementary provisions that apply.

Anything that is not explicitly mentioned is governed by the law. The main relevant laws are the provisions of the Swiss Civil Code (CC), the Code of Obligations (CO), the Federal Law on Insurance Contracts (LIC), the Federal Law on Insurance Supervision (ISL) and the Private Insurer Supervision Ordinance.

Please send all communication in writing addressed to Helvetia to the General Agency stated in the policy or to our head office.

We would like to thank you for the trust you have placed in Helvetia Insurance.

Sincerely,
Helvetia Insurance

Table of contents

Customer information	4
Other contractual provisions	6
General	6
Obligations during the contract term	7
Obligations in the event of a claim	8
Benefits in the event of a claim	9
Reductions in compensation	16
Recourse against an insured person	17
Legal venue	17
Insurance contracts subject to the law of Liechtenstein	18

The original German wording governs the legal interpretation of your policy.

Customer information

1 Contracting party	<p>The contracting parties are as follows</p> <p>For insurance against loss and damage: Helvetia Swiss Insurance Company Ltd. Dufourstrasse 40 CH-9001 St.Gallen</p> <p>For legal protection insurance: Coop Rechtsschutz AG Entfelderstrasse 2 CH-5000 Aarau</p> <p>Helvetia Swiss Insurance Company Ltd. is entitled in the course of concluding and performing the contract to act on the behalf of the other contracting party (e.g. concluding and terminating contracts, debt collection, demands for refunds).</p>
2 Applicable law, basis of the contract	<p>This contract is governed by Swiss law. The basis of the contract is formed by the application, the customer information, the Standard Terms of Insurance and, if applicable, further special conditions or supplementary provisions, and also the policy. The Swiss Federal Law on Insurance Contracts applies in addition.</p> <p>If the policyholder's place of residence is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Contract Act.</p>
3 Obligations on concluding the contract	<p>As the applicant, the policyholder is obliged under Article 6 of the Federal Law on Insurance Contracts to provide complete and correct answers to all questions (e.g. date of birth, previous damage/losses) in the application. If the policyholder or insured person provides an incomplete or incorrect answer to a written question on conclusion of the contract, Helvetia will be entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is cancelled by such a termination, Helvetia's obligation to pay benefits for any damage already suffered, the occurrence or extent of which was affected by the incomplete or wrong answer, will also lapse. If benefits have already been paid for such losses, repayment may be demanded.</p>
4 Increase and decrease in risk	<p>If any circumstance that is material for the assessment of the risk should change during the term of the contract, and if its extent was determined by the parties on concluding the contract, the policyholder is required to give Helvetia immediate written notice of such a change. All matters about which the policyholder is requested to provide information on the application form are deemed material. If the policyholder fails to give such notice, Helvetia will not be bound by the contract for the time thereafter. If such notice has been given, Helvetia may increase the premium accordingly and retroactively from the point in time of increased risk or terminate the part affected by the change within 14 days of receiving such notice. The contract will expire four weeks after such notice of termination is received. The policyholder has the same right of termination if no agreement can be reached regarding the increased premium.</p> <p>In case of decrease in risk, Helvetia shall reduce the premium accordingly from the date of written notification from the policyholder.</p>
5 Formation of the contract/ start of insurance cover	<p>Once the insurance application has been received at the Helvetia head office in St.Gallen, Helvetia will notify the policyholder as soon as possible whether it will accept the application. As soon as the policyholder has received notice of acceptance, the insurance is deemed concluded. As proof of the conclusion of the insurance, the policyholder will be provided with their policy.</p> <p>Insurance coverage begins upon payment of the premium, unless a declaration of coverage has been given for an earlier date, the policy has been handed out or a later commencement date is shown in the policy.</p>
6 Unconditional acceptance	<p>If the contents of the sent policy are not consistent with the agreements made, the policyholder is obliged to request their correction within four weeks of receiving the policy document. Otherwise, the policy is deemed to have been approved.</p>
7 Term and termination of the insurance contract	<p>The contract is concluded for the duration stated in the policy. It is renewed for a further year at the end of this term, unless one of the contracting parties has terminated it no later than three months previously. If the contract has been concluded for less than one year, it will expire on the date stated.</p>
8 Exclusion of right of termination in the event of statutory amendments	<p>If the premiums, excesses or coverage of natural forces insurance policies governed by statutes are changed on the orders of a public authority, the contract will be amended as of the point in time determined by the public authority. There will be no right of termination in this case.</p> <p>If the statutory premium rate is reduced for natural forces insurance, the premium rate for fire insurance will be increased by the same amount as of the same point in time.</p>

9	Data protection	Helvetia processes personal data discreetly and carefully to enable it to offer you a solution tailored to your needs. More detailed information on this can be found below.
a)	Data collection holder	The data collection holder is Helvetia Swiss Insurance Company Ltd., St.Gallen. Coop Rechtsschutz AG maintains its own data collection.
b)	Data processing	Data processing means all handling of personal data regardless of the tools and procedures used, particularly the procurement, storage, use, modification, disclosure, archiving or destruction of data. Helvetia processes data discreetly and carefully in compliance with the Swiss Federal Law on Data Protection (DSG), which allows data to be processed if permitted by the DSG or another law or if so authorised by the customer for this purpose.
c)	Manner of data collection	The data stored encompasses that which is disclosed by the policyholder to Helvetia in addition to publicly accessible data. Types of data are, for example, customer data (such as your name, address, date of birth), application data including the accompanying supplementary questionnaires (such as information provided by the applicant regarding the insured risk, answers to questions, expert witnesses' reports, information from the previous insurer concerning the previous claims history), contract data (such as the term of the contract, insured risks, benefits, data from existing contracts), collection data (such as the date when premiums are received and their amount, outstanding premiums, reminders), claims data (such as notifications of a claim, clarification reports, invoice documents, data regarding any aggrieved third parties).
d)	Purpose of data collection	The processing of personal data is essential to the efficient and correct performance of the contract. Helvetia will only process the data of the policyholder to the extent necessary for the performance of the contract and the processing of claims and benefits. In particular, Helvetia checks the information given in the application (risk assessment), manages the insurance contracts after they have been concluded (which includes the requesting of premiums), and processes claims arising upon the occurrence of an insured event. Furthermore, data may be processed within the insurance group for purposes of simpler administration, product optimisation and marketing (in order to offer customers further products and services).
e)	Data storage	The data of the policyholder will be managed and archived electronically and/or in paper form in compliance with the applicable laws (e.g. in customer files, contract management systems, claims filing systems or claims application systems). The data of the policyholder is protected against unauthorised access and tampering. The law requires that data deemed to be business correspondence must be retained for at least ten years from the time that the contract is terminated (Article 962 of the Swiss Code of Obligations [CO]).
f)	Categories of data collection recipients	If necessary, data is forwarded to third parties involved, particularly to previous insurers, co-insurers and reinsurers, and to other private and social insurers involved in Switzerland and abroad. Data can also be exchanged in this way within our group of companies and with partners. If necessary, Helvetia may request relevant information from the authorities and other third parties, especially from the previous insurer concerning the previous claims history and from the authorities responsible for administrative measures in road transport. In the event of a claim, the data of the policyholder may be passed on to appraisers and experts (e.g. to advising physicians or external expert witnesses) as well as to lawyers and other parties rendering assistance. In order to enforce recourse claims, data may also be passed on to other liable third parties and their liability insurers.
g)	Central information systems	To combat insurance fraud, Helvetia is associated with CarClaims-Info, which is managed by SVV Solution AG. This database is used to store data of vehicles affected by a claim. This exchange of data between the insurers involved makes it possible to determine whether a reported vehicle claim has already been settled by another insurance company in the past. The entries in this database are made on the basis of regulations known to the Swiss Federal Data Protection Commissioner. Helvetia is also associated with the information system CLS-Info, a database that stores owner and vehicle data of Helvetia customers legally demanded by the driver and vehicle registration offices. This database is owned by SVV Solution AG.

Other contractual provisions

General		HC	PL	AS	LP	BP	BL
10 Premium payment	<p>Renewal premiums are payable for each insurance year in advance on the date specified in the policy. Where payments are made in instalments, a surcharge may be applied to each instalment. The instalments that are only payable in the course of the insurance year are only deemed to have been deferred.</p> <p>If the policyholder does not comply with their payment obligation, the policyholder will be requested in writing to make payment within 14 days of the reminder being sent and warned of the consequences of default. If the reminder is unsuccessful, Helvetia's obligation to pay benefits will be suspended from the expiry of the reminder period until the premiums and all costs have been paid in full.</p>	■	■	■	■	■	■
11 Premium refund	<p>In the event of the premature cancellation or termination of the insurance contract, the premium is only payable for the period up until cancellation of the contract. The premium for the current insurance period is nevertheless owed in full if</p> <p>a) Helvetia pays benefits in the case of a total loss;</p> <p>b) the policyholder terminates the contract in the case of partial damage and the contract has been in force for less than one year at the time when notice of termination is given.</p>	■	■	■	■	■	■
12 Adjustments to premiums and excesses	<p>Helvetia may demand adjustments to premiums and excesses, including for existing contracts, from the following insurance year on. The new contractual terms will be conveyed to the policyholder no later than 25 days before the end of the insurance year. If the policyholder does not consent to the adjustment, they may issue notice of termination with effect from the end of the current insurance year for the entire contract or the part affected by the adjustment. Notice of termination is deemed to be timely and valid if Helvetia receives it no later than the final day of the insurance year.</p>	■	■	■	■	■	■
13 Termination in the event of a claim	<p>Upon a claim arising in which there is a liability to pay compensation, the contract or the part affected by the claim may be terminated by</p> <p>a) the policyholder within 14 days of learning that payment of compensation has been made;</p> <p>b) Helvetia, at the latest upon payment of the compensation.</p> <p>The contract will expire 14 days upon receipt of such notice of termination.</p>	■	■	■	■	■	■
14 Change of ownership	<p>If the property covered by the contract changes ownership, the rights and obligations from the insurance contract are transferred to the acquirer unless the acquirer rejects the transfer of the insurance in writing within 30 days of the change of ownership. The premium is payable pro rata with effect until the time of rejection. Premiums for the incomplete insurance period are refunded to the previous owner.</p> <p>Helvetia is entitled to terminate the contract within 14 days of notifying the new owner accordingly. The contract ends 30 days after the receipt of the termination notice. The premium for the incomplete insurance period will be refunded to the acquirer.</p>	■				■	■
15 Bankruptcy	<p>If the policyholder is declared bankrupt, the contract ends on commencement of the bankruptcy proceedings.</p> <p>However, if the insured items include unseizable items of property, the justified insurance claim for these items of property remains attributable to the bankrupt party and their family.</p>	■				■	■
16 Change of address, town or city of residence	<p>The insurance applies within Switzerland, the Principality of Liechtenstein and the enclaves of Büsingen and Campione during the relocation and at the new location. When relocating the place of residence abroad (excluding the Principality of Liechtenstein, Büsingen and Campione), the insurance policy will expire at the end of the insurance year, or immediately upon request of the policyholder. Changes in place of residence must be reported to Helvetia within 30 days. Helvetia is entitled to adjust the premium to the new circumstances.</p>	■	■	■	■	■	

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
17 Co-insurance	<p>If a risk is co-insured, the only legally binding correspondence from the policyholder and the natural and legal persons insured under this policy will be with the lead insurer.</p> <p>The lead insurer processes the business between the policyholder and the insured persons and also with all co-insurers. If the effectiveness of a benefit or declaration is dependent on meeting a specific deadline, such a benefit or declaration is only deemed to be effective by all co-insurers if received within the deadline by the lead insurer.</p>	■	■	■	■	■	■
18 Automatic adjustment of insured sum	<p>The insured sum for household contents will periodically be adjusted relative to changes in the state index for consumer prices when the premium becomes due.</p> <p>In this case, the index value of the Swiss Federal Statistics Agency set as of 1 September serves as the reference.</p> <p>The insured sum for buildings will be periodically adjusted relative to changes in the construction costs index in accordance with the following provisions when the premium becomes due:</p> <p>a) In cantons with private building fire insurance, in the Principality of Liechtenstein and in the enclaves of Büsingen and Campione, the Zurich total construction costs index will be used as a basis. The most recent index value published as of 1 April serves as the reference.</p> <p>b) In buildings with cantonal building fire insurance, the construction costs indices used there will be used as a basis. The most recent index value set by the cantonal building fire insurer as of 1 April serves as the reference.</p>	■				■	

Obligations during the contract term

19 Care	<p>The insured persons are required to exercise care and must take the specific action demanded by the circumstances to protect the insured property against the insured risks.</p> <p>Errors, defects and hazardous situations that may cause damage or where Helvetia has demanded that they be eliminated within a reasonable timeframe must be eliminated at the policyholder's own expense.</p>	■	■	■	■	■	■
20 Movable items stored in vehicles	Movable property that is by nature at risk of theft (e.g. bags, cases, electrical and electronic equipment and machines) must not be stored in the passenger space, but instead in the locked storage space where it is not visible from outside.	■					
21 Maintenance of water pipes and protection from frost damage	The policyholder shall, at their own expense, suitably maintain water pipes and the connected installations and apparatus, have any blocked pipelines cleaned, and take suitable measures to prevent freezing. While the building or premises are not being used, even if only temporarily, the pipes and connected installations and apparatus must be emptied. This obligation does not apply if the heating is kept in operation and is adequately inspected.	■				■	
22 Locking/key storage obligations	The policyholder is required to lock safes and cashboxes. The persons responsible for this must carry the key on themselves, keep it in a safe place at home, or store it in a comparable container, with the key to this container being subject to the same provisions. These provisions apply mutatis mutandis to the safekeeping of codes for combination locks.	■					

		HC	PL	AS	LP	BP	BL
23 Statutory provisions, official guidelines and regulations, generally accepted principles of construction	The policyholder is required to ensure that codes of conduct based on statutory provisions, directives and regulations enacted by the authorities and the Swiss Accident Insurance Association (SUVA), and generally accepted principles of construction (e.g. SIA) are observed.					■	
24 Appointment of a civil engineer	If modification work affects the structural integrity of the building being modified, a civil engineer must be appointed in writing for the planning, performance and on-site supervision of construction work for the overall project. A direct partnership between the architect and civil engineer must be agreed.					■	
25 Pre-construction investigations	Before construction work (e.g. earthmoving, digging, piledriving, boring, cutting, milling, compression) can begin, the policyholder must inspect the plans held by the competent bodies and obtain precise data on the exact locations of all pipes and cables. This obligation does not apply if engineers, architects or construction supervisors involved in the construction have acquired the data and have provided access to it.					■	
26 Underpinning, shoring	If adjacent structures are to be undertaken or underpassed, a status report shall be prepared for all affected structures prior to the start of construction.		■				■
27 Environmental damage	The policyholder is obliged to ensure that: <ul style="list-style-type: none"> a) the production, processing, collection, storage, cleanup and removal of environmental contaminants comply with statutory and official provisions; b) the installations used for these activities, including safety, security and alarm equipment, are professionally maintained and kept in operation in accordance with technical, statutory and official provisions; c) demands for renovations and similar measures enacted by official authorities are fulfilled within the prescribed deadlines. 		■				■

Obligations in the event of a claim

28 Beneficiary	The beneficiary is equivalent to the policyholder in respect of the following obligations.	■	■	■	■	■	■
29 Reporting	The policyholder shall <ul style="list-style-type: none"> a) immediately notify Helvetia and, in the case of theft, also the police, and shall request an official investigation; b) provide a written statement justifying why their claim is valid; c) allow any useful investigation to take place and will prepare on demand a list of the items and their declared values that were present before and after the damage/loss and are affected by the damage/loss; d) notify Helvetia immediately <ul style="list-style-type: none"> ■ if stolen items are recovered or if the policyholder acquires information about them; ■ as soon as bankruptcy proceedings are initiated against the policyholder; ■ if the consequences of damage could be relevant to the insurance or if liability claims are asserted against the insured; ■ if a police charge or criminal complaint is filed against the insured as a result of a damage event, or if the injured party asserts their claims in court. 	■	■	■	■	■	■
30 Notification of a legal protection claim	A legal protection claim must be notified to Coop Rechtsschutz immediately, in writing if they so require. <p>The insured person shall grant any necessary powers of attorney and provide any necessary information to support Coop Rechtsschutz AG in processing the legal protection claim, and shall forward any correspondence received by the insured person without delay, in particular from authorities.</p>				■		

		HC	PL	AS	LP	BP	BL
31	Obligation of support	The policyholder is required to support Helvetia in the investigation of the damage/loss and in the conducting of negotiations by providing all information requested by Helvetia on the matter as well as all written correspondence, official decrees and similar, along with any other evidence.		■	■	■	■
32	Prohibition on changes	No changes that could potentially impede or hinder the process of determination and investigation of the damage or loss may be made, unless their purpose is to reduce the extent of the damage or loss or are in the public interest.		■	■	■	■
33	Damage/loss mitigation	During and after the insured event, the policyholder must endeavour to preserve and salvage the damaged goods and minimise the damage/loss, and must follow any instructions of Helvetia.		■	■	■	■
34	Obligation to provide evidence	The policyholder must provide evidence that the conditions defining an insured event have been met. The policyholder must also provide proof of the amount of the loss. The sum insured is not considered to be proof of the existence and value of insured goods at the time the claim arises.		■	■	■	■
35	Third-party entitlements	The policyholder is not permitted to represent the claims of the injured party independently, and is in particular not permitted to make any payments, engage in any court proceedings, engage in any settlements, or recognise any claims whatsoever. Moreover, without the prior approval of Helvetia, the policyholder is not entitled to assign claims from this insurance to injured or third parties.		■	■	■	■
36	Specific factors relating to assistance insurance	a) If transportation is used at the expense of Helvetia, it should be adapted to the circumstances in question. The shortest route must be taken in its use; b) The physician providing treatment must be relieved of his obligation to maintain confidentiality in communications with Helvetia.		■	■	■	■

Benefits in the event of a claim

37	Damage resulting from gross negligence	Helvetia waives the right to which it is entitled pursuant to Article 14 (2) and (3) of the Law on Insurance Contracts (LIC) to reduce benefits if a damage event results from gross negligence on the part of the insured. The following are excluded from the waiver: a) Events causally related to drug abuse, alcohol or drug consumption or a speeding offence within the meaning of Article 90 (4) of the Road Traffic Act; b) Third-party recourse and compensation claims for funds paid to injured parties.		■	■	■	■
38	Complementary losses	The insurance covers losses in value of undamaged property caused by the destruction of the complementary and intrinsically associated objects as a result of an insured event.		■	■	■	■
39	Due date of compensation payment	Compensation is due four weeks after the date on which Helvetia receives the documents required to determine the amount of the claim, coverage and liability. In particular, the compensation is not payable while a) there are any doubts as to the beneficiary's entitlement to payment; b) a police or criminal investigation is being conducted into the loss or damage and the proceedings against the policyholder or beneficiary are not complete.		■	■	■	■

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
40 Prescription and forfeit	<p>All receivables under this contract are subject to a prescription period of two years after the occurrence of the event for which there is an obligation to pay benefits.</p> <p>Rejected compensation claims that are not asserted by court action within two years of the occurrence of the insured event are forfeit.</p> <p>Claims for the repayment of follow-up costs expire through prescription or are forfeit five years after the insured event occurs.</p>	■	■	■	■	■	■
41 The replacement value is							
for animals	the market price.	■					
for household contents	their new value.	■					
for mobile homes	their new value.					■	
for property that was no longer in common use for their intended purpose at the time of the damage/loss or can no longer be procured	their current value.	■				■	
for automotive agricultural work machinery	their current value.	■					
for equipment and machinery related to building services and infrastructure as a result of damage caused by collision, use and misuse	their new value if in operation for less than three full years; their current value if in operation from the fourth year onwards.					■	
for geothermal probes	Until the end of the 29 th year of operation: new value. From the 30 th year of operation: current value.					■	
for buildings							
■ that are not reconstructed within two years at the same place, to the same scope and for the same purpose	their fair value.					■	
■ if the reconstruction is not being performed by the policyholder, their legal successors under the authority of the family or estate, or by a person who at the time of the claim was legally entitled to acquire the building	their fair value.					■	
■ in all other cases	their new value.					■	
for properties to be demolished	their demolition value.					■	

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
42 Inaccessibility of geothermal probes or earth tubes under ground panels	<p>The insurance does not cover costs for replacing the heating system or supply lines that are longer than those required for the damaged system.</p> <p>The compensation is paid on the basis of the calculated costs for the implementation of a geothermal probe borehole, including setting and backfilling, or the implementation of an earth tube.</p>					■	
43 Definition of new value	The costs of acquiring a new item that is qualitatively and technically as close to the original as possible; in the case of buildings, the usual local cost for reconstruction at the time of the claim.	■				■	
44 Definition of current value	New value less depreciation caused by ageing, use, wear and other factors as of the time of the claim.	■	■			■	■
45 Definition of market price	Price for goods of the same quality, the same type and on the same market at the time of the claim.	■					
46 Definition of fair value	The average value that a building of identical or similar scope (i.e. size, condition, location and construction) can be sold for in the area in question at the time of the claim.					■	
47 Definition of demolition value	This is equivalent to the market price of the recyclable building components at the time of the claim.					■	
48 Repairs	At its discretion, Helvetia may have necessary repairs performed by companies in its employ or pay compensation in cash.	■				■	
49 Forbearance of waiting period	In cases where coverage is being extended or when transitioning seamlessly from another legal protection insurance contract (e.g. from a competitor), the waiting period will be waived, provided that there was legal protection insurance in place for the legal dispute in question beforehand.				■		
50 Processing a legal protection claim	After consulting the insured person, Coop Rechtsschutz AG will take appropriate measures to protect the insured person's interests.				■		
51 Free choice of legal representation	<p>If it becomes necessary to appoint legal representation, in particular in court and administrative proceedings, or if there is a conflict of interests, the insured person may select one at their discretion.</p> <p>If there is no compelling reason for the change in legal representation, the insured person shall bear the costs resulting from this.</p>				■		
52 Procedure in the event of differences in opinion	<p>Where there are differences in opinion regarding how to proceed, especially in cases where Coop Rechtsschutz AG deems them to be futile, arbitration proceedings will be initiated at the request of the insured person. The arbitrator will be a person nominated jointly by the two parties. Beyond this, the procedure will be conducted in accordance with the arbitration provisions of the Swiss Code of Civil Procedure (ZPO).</p> <p>If an insured person takes legal action at their own expense, the contractual benefits will be paid if the result in the main proceedings is more favourable than in the estimation of Coop Rechtsschutz AG.</p>				■		

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
53 Calculation of compensation	<p>The compensation is limited by the insured sum. The compensation is calculated on the basis of the replacement value of the insured property at the time of the claim, less any residual value remaining after the claim relative to the same replacement value. If the damage is partial, the compensation will not exceed the costs of repair. Official reconstruction restrictions do not affect the obligation of Helvetia to pay benefits.</p> <p>Loss mitigation costs are covered up to the sum insured. If these costs and the compensation, when combined, exceed the sum insured, they are paid only if expenses are concerned that Helvetia decreed.</p> <p>If the policyholder or their employees perform the services themselves, the insurance coverage covers the cost of construction in the form of the functional wage for the relevant type of work.</p> <p>Any excess will be deducted from the compensation.</p> <p>The beneficiary must refund compensation for items later recovered, less any payment for loss of value, or the items must be put at Helvetia's disposal.</p> <p>The following provisions must also be observed in calculating the compensation, unless otherwise agreed in the policy.</p>	■				■	
for all property	compensation will not be paid for personal sentimental value.	■				■	
for buildings	compensation will not be paid for value reductions following the restoration of artistic and historic value.					■	
for freehold property	<p>If the freehold community insures the entire building in this policy for freehold properties, the following provisions apply.</p> <p>Even if the behaviour of a single freehold property owner entitles Helvetia to refuse or reduce the payment of benefits to that owner, Helvetia remains liable to provide benefits to the other freehold property owners in relation to the non-communal property. In terms of community property, Helvetia is only required to compensate the freehold community for the share attributable to the improperly acting freehold property owner if the freehold community restores the communal parts of the building.</p> <p>If the share of the improperly acting freehold property owner has been pledged, the approval of the pledgee is also required for compensation to be paid to the freehold community.</p> <p>The improperly acting freehold property owner is required to refund their attributable share of the paid compensation. The freehold community shall assign these entitlements to Helvetia. The statutory right of recourse against the improperly acting freehold property owner for the other paid compensation is reserved.</p>					■	
for property where the replacement value does not match the current value	<p>compensation will not be paid for any reduction in value. The following are deductible from the calculated value of the compensation</p> <p>a) increases in current value;</p> <p>b) savings from inspection, maintenance and spare parts costs;</p> <p>c) changes to the technical service life.</p>					■	
for costs	the actual costs, being necessary and proportionate. Cost savings are deducted.	■	■	■	■	■	■
for burial costs	The difference between effective burial costs and the amounts covered by the municipality of residence, canton of residence, airline and compulsory or voluntary insurance.			■			

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
for additional costs	Loss mitigation measures which have effect beyond the duration of the interruption or the duration of liability shall be allocated between the beneficiary and Helvetia in accordance with the utility they respectively derive from those measures.					■	
Crop yields in the building surroundings	for ground crops, the crop loss serves as the reference for calculating the loss, taking into account the aggravating factors for the harvest. Compensation is paid for fruit trees based on the yield value over five years.	■				■	
for rental income	the difference between the generated and expected rental income resulting from the unusability of the damaged rooms, less cost savings.					■	
for the building surroundings	for damaged, previously healthy trees, bushes and flowers, compensation will be paid for the costs for reacquiring the same types of nursery stock and any costs for clearance and restoration. No compensation will be paid for reductions in value compared to a previous state caused by the use of nursery stock for propagation.	■				■	
for technical improvements	the insurance also covers technical improvements, provided that procurement of the same or the restoration of the previous state of the insured damaged or destroyed property is not possible. In all cases, compensation is limited to the insurance value of the property affected by the damage.					■	
for geothermal probes	annual depreciation of 4% will be applied from the 30 th year of operation, otherwise no depreciation is applied.					■	
54 Limitations to benefits	Where the Standard Terms of Insurance contain limitations on benefits, the entitlement only exists once per insured event, even if such insurance coverage is provided by Helvetia in more than one policy for insured persons.	■		■		■	
55 Benefits provided by Helvetia	Helvetia benefits for an insured event consist of compensation for justified claims and for fending off unjustified claims. This includes default interest, costs for damage or loss mitigation, expertise costs, legal representation costs, court costs, arbitration costs, brokerage costs, compensation payable to private plaintiffs and insured loss/damage prevention costs, as well as any other costs. The above is limited by the insured sum stated in the policy.		■				■
56 Loss adjustment process	Each party may request a loss adjustment process. The parties shall each appoint an expert witness, and both will appoint an arbitrator before the process of investigating the loss/damage begins. Persons who do not have the required subject-matter expertise, who have a relationship with a party or who are biased can be rejected as expert witnesses. The expert witnesses will determine the value of the insured property immediately before and after the insured event. If the findings vary from one another, the arbitrator will decide on the remaining disputed items within the thresholds of both findings. The values that the expert witnesses arrive at within the scope of their authority are binding if it cannot be proven that they deviate significantly and clearly from actual circumstances. The burden of proof for such deviation lies with the party that claims the deviation. Each party bears the costs of its own expert witness, and the two parties each bear half of the costs of the arbitrator.	■				■	
57 Legal analysis costs	Helvetia will advance the effective costs for a legal analysis if such is required to clarify the legal situation or determine the liable party in connection with an insured event. The investigation of damage or defects does not constitute a legal analysis. Helvetia reserves the right to reclaim advanced costs from the liable party.		■				■

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
58 Arbitration tribunals	<p>Helvetia recognises civil rulings by arbitration tribunals provided the rulings are reached in accordance with the Rules of Procedure of the Court of Arbitration of the International Chamber of Commerce, Paris, or of the Zurich Chamber of Commerce. The policyholder is obliged to notify Helvetia immediately of the institution of arbitration proceedings and to facilitate its involvement in the proceedings.</p> <p>If the Rules of Procedure of the Court of Arbitration, Paris or of the Zurich Chamber of Commerce cannot be used as a basis, the arbitration proceedings must comply with the following minimum requirements:</p> <ol style="list-style-type: none"> The court of arbitration must consist of at least three members; The court of arbitration must reach its decision based on substantive law and not equitable discretion. The applicable substantive law must be determined or determinable upon conclusion of the arbitration agreement; The arbitration award must be recorded in writing and must indicate in its reasoning the legal norms on which its decision is based. (arbitration proceedings). 		■				■
59 Benefits provided by the previous insurer	Where damage or loss is insured by any previous insurer, this contract provides coverage for the difference in total within the scope of its provisions (subsidiary coverage). Benefits from prior insurance take precedence over this contract and are deducted from the sum insured for this contract.		■				■
60 Sum insured	<p>The sum insured is a one-time guarantee per insurance year, i.e. it represents the maximum amount that will be collectively paid once for all losses and damage, insured loss and damage prevention costs, and any other insured costs that are incurred in the same insurance year.</p> <p>The benefits and the limits hereto are based on the provisions of the insurance contract (including those on the sum insured and the excess) that were valid at the time the damage or loss occurred.</p> <p>-----</p> <p>In the event of a claim and where both private liability insurance (including basic legal protection) and legal protection insurance are effective, the insured sum is limited to the higher of the two legal protection insurance policies.</p>				■		■
61 Claims processing	Helvetia will only handle the processing of a claim if the entitlements exceed the agreed excess. It will conduct negotiations with the injured party as a representative of the insured person. Helvetia's settlement of the claims raised by the injured party is binding for the insured party. Helvetia is entitled to pay compensation to the injured party directly and without deduction of any applicable excess; in this case, the insured person must repay the excess to Helvetia under waiver of defence.		■				■
62 Compensation for court costs and compensation payable to private plaintiffs	Entitlements to compensation granted to the insured person for court and legal representation costs must be assigned to Helvetia (up to the amount of benefits paid by Helvetia, as long as these do not constitute compensation for personal efforts and expenditures of the insured) or to Coop Rechtsschutz AG.		■		■		■
63 Civil proceedings	If the injured party strives to enter civil proceedings, Helvetia will assume management of the proceedings.		■				■

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

		HC	PL	AS	LP	BP	BL
64 Criminal proceedings	<p>Helvetia reserves the right to assign a solicitor to the insured person to whom the insured person must grant power of attorney for representation in criminal, disciplinary, supervisory or administrative proceedings opened by the competent authority which could affect benefits payable by Helvetia. Costs, penalties, fines and compensation payable pursuant to criminal proceedings are not borne.</p> <p>a) In consultation with the insured person, Helvetia shall appoint a solicitor to represent the insured person before courts and authorities. The insured person is not entitled to hire a solicitor without authorization from Helvetia.</p> <p>b) Helvetia may refuse to file an objection in fine proceedings or to appeal a court decision to a higher court if Helvetia considers the prospects for success of such measures insufficient in view of the legal situation.</p> <p>c) The insured person is obliged to notify Helvetia without delay of all communications and official decisions/notices relating to proceedings and to comply with orders issued by Helvetia. Any actions taken by the insured person voluntarily or counter to Helvetia's orders, including particularly legal actions, without the express approval of Helvetia, are at the insured person's own expense and risk. Helvetia shall, however, reimburse costs incurred for such actions within the limits of the above provisions if the actions lead to a demonstrably more favourable result.</p>		■				■
65 Cost advances	Cost advances paid by Helvetia must be paid back within 30 days of returning to the town or city of residence. They will be billed to the policyholder. If repayment is not made within 30 days, the policyholder will be charged a default interest at a rate of 5%.			■			
66 Right of recourse/compensation claims/advance of benefits	Third-party rights of recourse, third-party compensation claims, and benefits solely paid as an advance by other benefits providers are excluded.			■			
67 Claims against third parties	If Helvetia has provided benefits from this contract for which the insured person could assert claims to third parties, the insured shall assign these claims to Helvetia up to the amount of the benefits provided.			■			
68 Emergency Organisation	For measures not taken under the instruction of the Emergency Organisation of Helvetia, only those costs will be covered that would have been incurred as a result of the provision of assistance by the Emergency Organisation.			■			

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

Reductions in compensation

		HC	PL	AS	LP	BP	BL
69 Excess	<p>For each event, the policyholder is responsible for covering the excess listed in the policy, the Standard Terms of Insurance, or any other supplementary provisions. This excess will be deducted from the compensation. If the excess is not deducted from the compensation payment, Helvetia may claim the excess back from the policyholder.</p> <p>If multiple insurance policies are held covering an insured event and each has a separate deductible, only one deductible shall be applied for one and the same damage/loss event, and it shall be the highest of the respective deductibles.</p> <p>For property insurance covering household contents and buildings however, the deductible for each policy shall be deducted from benefits payable per event.</p> <p>The excess relates to the costs for fending off unjustified claims.</p> <p>In the case of private liability insurance, the contractual excess for tenancy damage upon evacuation of a residence is only deducted from the compensation once.</p>	■	■	■	■	■	■
70 Breach of duty to notify and obligations	<p>If statutory or contractual notification duties or other obligations are violated, compensation may be reduced to the extent to which failure to comply with these obligations influenced the occurrence or extent of the loss or damage. The right to withdraw from the contract on statutory or contractual grounds is reserved.</p>	■	■	■	■	■	■
71 Accidental oversight	<p>Compensation shall not be reduced if the policyholder proves that the breach of a statutory or contractual notification duty or other obligation occurred without fault or due to slight fault on the policyholder's part, or if the damage/loss would have occurred even if the statutory or contractually obligations had been met. A minor breach of objectively and reasonably due care in view of the given circumstances constitutes a slight fault. The breach of notification duty provisions per Article 6 of the Insurance Contract Act remain unaffected.</p>	■	■	■	■	■	■
72 Benefit limitations for damage caused by natural forces	<p>All insurance companies operating in Switzerland are subject to the provisions per Article 176 of the Insurance Supervision Ordinance (AVO) with regard to damage caused by natural forces. Pursuant to the AVO, insurance benefits payable per policyholder are limited to CHF 25 million per event. Additionally, in Switzerland and the Principality of Liechtenstein, insurance benefits totalling over CHF 1 billion for buildings and household contents are reduced proportionately.</p>	■				■	
73 Supplemental cover for cantonal building or household contents insurance	<p>Deductions for breach of duty, under-insurance, differing claim valuations and insurance at demolition value are not covered under this contract. Loss of value due to purely cosmetic damages is not covered by this contract, either.</p>	■				■	
74 Underinsurance	<p>Helvetia will waive the offsetting of underinsurance, except in the case of natural forces damage, if the claim amount does not exceed a quota of 10% of the insured sum, up to a maximum of CHF 100'000.</p>	■				■	

HC = Household contents PL = Private liability AS = Assistance LP = Legal protection BP = Building property BL = Building liability

Recourse against an insured person

75 Recourse against an insured person

Where provisions of this contract or the Federal Law on Insurance Contracts (LIC) that limit or nullify coverage cannot be applied to the injured party for legal reasons, Helvetia has a right of recourse against the insured person to the extent that it is permitted to reduce or refuse payment of benefits.

HC	PL	AS	LP	BP	BL
	■				■

Legal venue

76 Legal venue

The policyholder or eligible beneficiaries may file suit against Helvetia Swiss Insurance Company Ltd. at their place of residence in Switzerland or in the Principality of Liechtenstein, at the place of the registered office of Helvetia in St.Gallen, or at the place of the insured interest, provided that this is located in Switzerland or in the Principality of Liechtenstein.

Beyond this, the Swiss Code of Civil Procedure applies.

 Coop Rechtsschutz AG recognises the place of residence in Switzerland or Liechtenstein of the insured person or Aarau as the legal venue.

HC	PL	AS	LP	BP	BL
■	■	■		■	■
			■		

Insurance contracts subject to the law of Liechtenstein

77 Applicable law, contract basis	<p>If the policyholder's place of residence is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Contract Act (VersVG). The binding provisions of this law take precedence over differing contractual provisions. Specifically, this affects the provisions on</p> <ul style="list-style-type: none">a) the insurer's obligation to provide information (Art. 3 VersVG);b) the breach of the duty to notify (Art. 6 para. 1 VersVG);c) the reminder period in the case of late payment of the premium (Art. 17 para 1 VersVG);d) notification to the policyholder regarding a unilateral amendment to the contract (Art. 19 para. 1 VersVG);e) the divisibility of the premium (Art. 21 VersVG);f) increases in risk (Art. 24 et seqq. VersVG);g) notice of termination in the event of a claim (Art. 36 VersVG);h) the prescription period (Art. 38 VersVG);i) the sale of the insured item (Art. 50 paras. 3 and 4 VersVG);j) the right of withdrawal of the policyholder for individual life insurance policies (Art. 65 VersVG);k) due dates of repurchase obligations for individual life insurance policies (Art. 71 VersVG).
78 Legal venue	<p>The provision concerning the legal venue is deemed superseded and replaced by the following wording: For disputes arising from insurance contracts, any agreement concerning a foreign court is null and void if the policyholder lives in the Principality of Liechtenstein or if the insured interest is situated there. The legal venue for legal matters pertaining to the aforementioned contracts is Vaduz.</p>
79 Registered office	<p>The insurer is Helvetia Swiss Insurance Company Ltd., which is a Limited Company under Swiss law and whose registered office is in St.Gallen. The Principal Agency responsible for the Principality of Liechtenstein is located in 9490 Vaduz, Aeulestrasse 60. The insurer for the legal expenses services is Coop Rechtsschutz AG, a Limited Company under Swiss law whose registered office is in Aarau.</p>
80 Supervisory authority	<p>The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, CH-3003 Berne. Where complaints arise regarding the insurer, policyholders may refer them to this authority.</p>
81 Deviations from the Standard Terms of Insurance	<p>The following provisions apply in addition to and, in places, in contradiction to the product-specific Standard Terms of Insurance:</p> <ul style="list-style-type: none">■ Applicants remain bound by their applications for two weeks. If a medical examination is required, applicants remain bound by their applications for four weeks. The right to conclude different agreements in individual cases and the right of the applicant to apply a shorter period remain reserved. The period commences when the application is handed over or sent to Helvetia Swiss Insurance Company Ltd. or its representative (Art.1 VersVG).■ Before the application for insurance is submitted, Helvetia Swiss Insurance Company Ltd. must provide the applicant with the information specified in Annex 4 to the Liechtenstein Law on Insurance Supervision. This information is included in the Standard Terms of Insurance, in the application and in relevant policies and amendment documents. <p>The applicant is herewith advised that the applicant is not bound by their application if Helvetia Swiss Insurance Company Ltd. does not comply with its obligation of information. Following the conclusion of the contract, the policyholder may withdraw from the contract if the policyholder is not provided with the aforementioned information. The right of withdrawal expires four weeks after the policy is received, including this information on the right of withdrawal (Art. 3 VersVG).</p> <ul style="list-style-type: none">■ The policyholder is entitled to withdraw from individual life insurance policies with a term of more than six months within 30 days of learning of the conclusion of the contract. The declaration of withdrawal must be submitted to Helvetia Swiss Insurance Company Ltd. in writing. The withdrawal deadline is deemed to have been adhered to if the declaration is submitted to the postal service on the 30th day. The declaration of withdrawal relieves the policyholder of all obligations arising from the contract for the future (Art. 65 VersVG).■ In the case of life and accident insurance with premium refunds, the contractual conditions approved by the Swiss supervisory authorities and the printed documents (specifically the offer, the application and the enclosed sheets) apply for the calculation of the surplus and share thereof, calculation of surrender values, conversion to a fully paid-up insurance policy, and the scope of guaranteed benefits. The aforementioned conditions and documents also provide information on the applicable tax rules for the given type of insurance and, in the case of fund-tied insurance policies, information on the funds underlying the insurance and the assets contained within.

