

General Terms and Conditions (GTC) of Vehicle Insurance for MyCamper

Version of 04.2019

Definition of the Parties

Policyholder	Insured persons	Insurer/company
MyCamper AG Güterstrasse 213 CH-4053 Basel	Lessees and lessors who share motor homes via mycamper.ch	Allianz Suisse Insurance Company Ltd P.O. Box 8010 Zurich

Overview of the General Terms and Conditions of Vehicle Insurance for MyCamper

A	Joint provisions	C	Fully comprehensive insurance
B	Third-party liability insurance	D	Consequences of gross negligence

A Joint provisions

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A 1 Territorial scope

- The insurance cover is valid in Switzerland, the Principality of Liechtenstein, Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey, the United Kingdom of Great Britain and Northern Ireland and in unlisted countries in which Swiss number plates are recognised as certificates of insurance in accordance with international agreements. The insurance cover does not apply in the non-European areas of these countries, with the exception of Turkey and Cyprus.
- The insurance also applies during transport by sea if the place of departure and the destination are located within the policy's territorial scope.

A 2 Requirements, commencement and expiry

The insurance cover only applies if the lessee pays the single premium before the handover of the rented item. The term of the insurance is defined in the insurance confirmation. Insurance cover commences on handover of the rented item to the lessee and ends on its return to the lessor. The declared collection date and the collection time in the rental contract shall be decisive.

A 3 Claims notification and contact points

- The Insurer must be notified as quickly as possible of all loss events via one of the following contact points:

Responsible office	See Insurer definition
E-mail	mycamper@allianz-suisse.ch

In case of emergencies, the Assistance Centre:	
24-hour emergency line (CH/FL)	0800 22 33 44
24-hour emergency line (calling from abroad)	+41 43 311 99 11

- Fully comprehensive insurance: damage to the insured vehicle may only be repaired outside of Switzerland without the Insurer's consent if the costs are not expected to exceed CHF 500. Damage of this kind must also be reported immediately.
- All information relating to the claim and all circumstances that may affect the assessment of the claim must be reported in full, accurately and voluntarily. This also applies to statements made to the police, the authorities, experts and doctors. If the insured persons fail to fulfil these obligations, the Insurer may refuse to pay indemnity.
- The "Claims notification for motor vehicle insurance" ("Schadenmeldung Motorfahrzeugversicherung") form received as part of the booking must be completed in full and submitted to the Insurer along with all required documents for every claim. It is the claimant's duty to provide proof of the occurrence and extent of the loss/damage. The Insurer is authorised to carry out any investigations and obtain any information that may help in the assessment of the loss. Required documents must be submitted to the Insurer. If the insured persons fail to fulfil these obligations, the Insurer may refuse to pay indemnity.
- Doctors treating the victims of accidents involving personal injury must be released from their obligation to maintain medical confidentiality. The Insurer may stipulate that an examination by an independent medical examiner or, in the event of death, an autopsy be conducted.
- The insured persons are obliged to take appropriate measures to prevent or mitigate loss/damage. They may not alter the damaged objects in any way without the Insurer's consent before the damage has been assessed.

A 4 Due date for indemnification

Indemnification only becomes due when any doubts as to the legitimacy and amount of the claim have been eradicated and there are no pending police or criminal investigations against insured persons or claimants.

A 5 Breaches of the contract

If statutory or contractual provisions or obligations — in particular the legal duty to mitigate losses — are culpably breached during the rental period according to the rental contract, the Insurer may reduce the indemnity or refuse to pay it altogether.

A 6 Place of jurisdiction

In the event of a legal dispute, claimants may bring the matter before the court at the place where the Insurer has its registered office or at their Swiss domicile

or place of residence.

A 7 Notifications

All notifications to the Insurer can be sent to the headquarters, P.O. Box 8010, Zurich. Notifications to the policyholder and the insured persons will be deemed to have been duly served if sent to their last known address. The Insurer must be informed of any changes of address.

A 8 Legal basis

In all other respects, the provisions of the Law on Insurance Contracts (VVG) shall apply.

B Third-party liability insurance

B1	Insured vehicles and persons	B5	Claims processing
B2	Insured events	B7	Deductibles
B3	Restrictions on insurance cover	B8	Right of recourse
B4	Indemnity/services		

B 1 Insured vehicles and persons

The insurance only covers motor homes registered in Switzerland or the Principality of Liechtenstein, as well as their lessees and auxiliary persons. The lessor must be resident in Switzerland or Liechtenstein, and the vehicle must meet all the following requirements:

- its replacement value (catalogue price including equipment and accessories) must not exceed CHF 100,000
- it must not be leased
- it must not weigh more than 3.5 tonnes or have more than nine seats

B 2 Insured events

2.1 The insurance covers compensation claims made against the insured persons on the basis of statutory third-party liability provisions involving injury to/death of persons (personal injury) and/or damage to or destruction of property (property damage) in the following situations: through the operation of the vehicle during the rental period, during traffic accidents caused by the vehicle while it was out of operation, while providing assistance after accidents involving the vehicle, while getting in and out of the vehicle or while opening or closing moveable vehicle parts.

During the term of the insurance according to the rental contract, this third-party liability insurance shall take precedence over the third-party liability insurance of the owner, provided that the loss/damage was caused by the lessee during the operation of the vehicle. The Company shall inform the lessor's/vehicle owner's third-party liability insurer of the indemnity paid.

2.2 If the compensation claims are lodged with the lessor's third-party liability insurance for vehicle owners, the insurance shall cover the lessor's deductible for every loss event caused by the lessee for which the lessor's motor vehicle liability insurance was utilised and which was not handled by the Insurer as well as the additional premium resulting from the downgraded bonus level that applies until the premium level valid at the time of the loss event is reattained. The calculation of the additional premium shall be based on the basic premium, the premium level and the premium scale system in force at the time of the loss event. This compensation will not be paid if the Insurer reimburses the lessor's motor vehicle liability insurer for its claims expenses (less deductibles).

2.3 If the occurrence of an unforeseen insured loss is imminent, the Insurer shall also cover the costs of reasonable measures to avert such a loss (loss prevention costs).

B 3 Exclusions and restrictions on insurance cover

No claims may be asserted:

- 3.1 by the owner, the lessor and the lessee; with the exception of claims that are regulated under B 2 and claims for personal injury that they suffer as passengers
- 3.2 by the spouse and/or registered partner (pursuant to the Swiss Federal Law on Registered Partnerships (PartG)) of the owner, the lessor and the lessee, their relatives in ascending and descending line and any siblings living in the same household for property damage
- 3.3 by persons who have misappropriated the vehicle or for whom the misappropriation of the vehicle was recognisable
- 3.4 for loss/damage to the insured vehicle and trailer and for loss/damage to property mounted on or transported by the insured vehicle and trailer. This does not include the aggrieved party's belongings, such as luggage and the like
- 3.5 in respect of accidents occurring during races, rallies or similar speed competitions and all journeys on race circuits, courses and other venues used for such purposes as well as during participation in practice runs, off-road competitions and sports driving courses
- 3.6 as a fundamental rule, claims asserted by means of recourse are not insured.

In addition, third-party liability is not insured:

- 3.7 in respect of journeys that have not been officially authorised, where such authorisation is required for the purpose of road safety
- 3.8 for every vehicle driver who was not part of the group of insured persons, did not possess the legally required driving licence or was driving despite having had his/her driving licence suspended at the time of the event, as well as for persons for whom these shortcomings were recognisable
- 3.9 for persons who have misappropriated the vehicle and for drivers for whom the misappropriation of the vehicle was recognisable (joyriding)
- 3.10 in respect of the transport of dangerous goods as defined in Swiss/Liechtenstein road traffic law
- 3.11 if the event is attributable to inadequate maintenance, wear and tear or pre-existing damage to the insured vehicle

B 4 Indemnity/services

The Insurer pays justified claims and contests unjustified ones.

4.1 The indemnity for each insured event is limited to the sum insured indicated on the insurance confirmation unless the Company is obliged to pay a higher

sum insured by Swiss/Liechtenstein law or an international insurance agreement.

- 4.2 The indemnity for each insured event is also limited as follows:
- loss/damage caused by fire or explosion and loss prevention costs – CHF 10 million
 - loss/damage caused by nuclear energy – the statutory minimum sum insured
- 4.2 Interest, lawyer's fees and court costs are included in the sum insured.

B 5 Claims processing

The Insurer shall conduct negotiations with aggrieved parties in its own name or as the representative of the insured person. If civil proceedings are initiated, the insured person must allow the Company to handle the proceedings. The insured persons may not acknowledge any compensation claims from or assign any claims under this contract to aggrieved parties. Claims settlement by the Insurer is binding for the insured persons.

B 6 Deductibles

- 6.1 The deductible stated in the insurance confirmation shall be borne by the insured person for every compensation payment.
- 6.2 If the Insurer has paid compensation directly to the aggrieved party, the insured person must reimburse the payment up to the amount of the agreed deductible.

B 7 Right of recourse

The Company may reclaim all or part of any indemnity paid out from the insured persons if there are statutory or contractual reasons for doing so or if compensation is to be paid on the basis of an international agreement (e.g. agreement on the international insurance card) or mandatory foreign insurance laws after the insurance has expired.

C Fully comprehensive insurance

C1	Insured vehicles	C6	Compensation guidelines
C2	Equipment and accessories	C7	Duties in the event of theft, embezzlement and animal damage
C3	Insured events	C8	Deductibles
C4	Restrictions on insurance cover	C9	Definitions
C5	Indemnity/services		

C 1 Insured vehicles and persons

The insurance only covers motor homes registered in Switzerland or the Principality of Liechtenstein, as well as their lessees and auxiliary persons. The lessor must be resident in Switzerland or Liechtenstein, and the vehicle must meet all the following requirements:

- its replacement value (catalogue price including equipment and accessories) must not exceed CHF 100,000
- it must not be 25 or more years old from the date of first registration (see C 9.2 for definition of year of operation)
- it must not be leased
- it must not weigh more than 3.5 tonnes or have more than nine seats

C 2 Equipment and accessories

- 2.1 Equipment and accessories deployed and intended exclusively for use in the vehicle.
- 2.2 The insurance does not cover accessories and devices that can be used separately from the vehicle, such as radios, telephones, image, data and sound storage devices and mobile navigation devices.

C 3 Insured events

- 3.1 **Fully and partially comprehensive cover**
The scope of the insured events is detailed in the insurance confirmation. Fully comprehensive cover applies to sections C 3.2 to C 3.11 and partially comprehensive cover to sections C 3.3 to C 3.11.
- 3.2 **Collision**
Loss/damage caused by sudden, violent, involuntary, mechanical external influences such as impact, collision, falling, overturning or sinking.
- 3.3 **Fire**
Unintentional loss/damage caused by fire, lightning strike, explosion or short circuit. Extinguishing operations are also covered. The insurance does not cover pure scorch damage, battery damage or damage to electric and electronic vehicle parts if the cause of the loss/damage is attributable to an internal defect.
- 3.4 **Natural hazards**
Loss/damage caused directly by rock slide or rock fall (onto the vehicle), landslide, high water, flooding, storm (winds of at least 75 km/h), snow pressure (loss/damage caused by snow pressing directly on the vehicle), avalanches; other natural events are excluded.
- 3.5 **Snow slide**
Loss/damage caused by falling snow or ice.
- 3.6 **Theft and embezzlement**
Loss, destruction or damage through theft, misappropriation or robbery; embezzlement and misappropriation by the lessee.
- 3.7 **Animal damage**
Loss/damage caused by collisions with animals (wild or belonging to third parties) on public roads; loss/damage caused by evasive manoeuvres is not insured. Loss/damage and consequential losses resulting from bites by martens and rodents are insured.
- 3.8 **Glass**

Damage to the windscreen, side windows, rear window and roof panel made of glass or materials that serve as a substitute for glass (e.g. Plexiglas); no compensation will be paid in the event of a total loss or if the repairs are not carried out.

3.9 Vandalism

Wilful or malicious breaking-off of antennae, wing mirrors, windscreen wipers or decorative accessories, slashing of tyres, pouring of damaging substances into the fuel or oil tank, painting or spray-painting with paint or other substances; other types of vandalism are excluded.

3.10 Damage while providing assistance

Damage to and soiling of the vehicle's interior by persons who have suffered an accident and are being assisted.

3.11 Falling objects

Loss/damage caused by falling aircraft and spacecraft or parts thereof and emergency landings.

C 4 Exclusions and restrictions on insurance cover

No insurance cover is provided:

- 3.1 for operating damage and damage caused by freezing of radiator water
- 3.2 for participation in races, rallies or similar speed competitions and all journeys on race circuits, courses and other venues used for such purposes as well as during participation in practice runs, off-road competitions and sports driving courses
- 3.3 for loss/damage during riots (insurance cover does apply, however, if the policyholder or driver verifiably took all reasonable measures to prevent loss/damage)
- 3.4 during military or official requisitioning of the vehicle
- 3.5 for loss/damage caused by acts of war or civil war
- 3.6 for loss/damage caused by earthquakes, including consequential losses
- 3.7 for loss/damage caused by nuclear energy, including consequential losses
- 3.8 if the vehicle is used by drivers not in possession of a valid driving licence
- 3.9 for collisions (including consequential losses) that occur while the vehicle is being driven by a driver under the influence of alcohol (blood alcohol content of 1.5 per mille or more, mean value) or drugs
- 3.10 for reduction in value, weaker performance, reduced usability or a decline in sales proceeds, including for recovered vehicles
- 3.11 for loss/damage for which claims can be asserted against the manufacturer
- 3.12 for pre-existing loss/damage and claims under the fully comprehensive cover for loss/damage that is attributable to inadequate maintenance of the insured vehicle, wear and tear or pre-existing damage

C 5 Indemnity/services

The Company shall pay:

- 5.1 the repairs or the total loss, the fire service costs in the event of a vehicle fire and administrative fees for reports, confirmations and identity documents for every insured event
- 5.2 **Partial loss**
If the vehicle is not deemed to be a total loss, the Insurer shall pay for the repairs.
- 5.3 **Total loss**
If the repair costs exceed 65% of the replacement value in the first and second years of operation or the current value in the following years of operation, this is deemed to be a total loss. The following compensation guidelines apply:

Scale	Year of operation	Compensation as a percentage of replacement value	Additional provisions
A	1 st	100 – 90	During the 1 st to 7 th years of operation: if the value according to the table is lower than the current value, the latter shall be paid out. The maximum compensation is 1.5 times the current value.
	2 nd	90 – 82	
	3 rd	82 – 74	
	4 th	74 – 66	
	5 th	66 – 58	
	6 th	58 – 51	
	7 th	51 – 45	
	8 th and later	Current value plus 20% thereof	

5.4 Total loss in the event of theft and embezzlement

In the event of theft or embezzlement, a total loss is deemed to have occurred if the vehicle is not found within 30 days of receipt of the written claims notification or, for vehicles that have been found abroad, if it is not returned to Switzerland or the Principality of Liechtenstein within 30 days. Compensation is paid in accordance with C 5.3.

C 6 Compensation guidelines

- 6.1 **Purchase price and compensation**
If the calculated compensation is higher than the price that the lessor paid for the vehicle, the purchase price will be paid out (but at least the current value), less any deductible that applies.
- 6.2 **Equipment and accessories**
If only superstructures or equipment are damaged during a loss event, C 5.2 and C 5.3 shall apply mutatis mutandis to the damaged vehicle part and not to the entire vehicle.
- 6.3 **Repairs**
The Insurer shall cover the costs of restoring the vehicle to a flawless state. In accordance with the statutory duty to mitigate losses, the most cost-effective repair method shall be used. If the condition of the vehicle improves as a result of the repairs, the lessor shall bear a portion of the costs determined by the vehicle expert.

If there is disagreement about the cost estimate from the repair workshop, the Company may recommend a different workshop and pay out the costs estimated by its expert, thereby discharging itself of any further obligations, if the claimant does not comply with this recommendation.

6.4 Pre-existing damage

If damage already existed prior to the occurrence of the indemnifiable loss/damage, the Insurer's compensation shall be reduced by the amount of the repair costs for this damage. If the repair costs are increased by inadequate maintenance, wear and tear or pre-existing damage, the lessor shall bear a portion of the costs determined by the vehicle expert itself.

6.4 Reduction in indemnity

If the replacement value stated in the rental contract is too low, claims shall only be indemnified in the ratio of the declared replacement value to the actual replacement value of the damaged, stolen or embezzled vehicle. This also applies to partial losses.

6.5 Ownership rights

In the event of a total loss, ownership rights to the vehicle or object in question shall pass to the Insurer upon payment of compensation, unless there is an agreement to the contrary.

6.6 Value-added tax (VAT)

Claims payments to taxable persons who deduct input tax will be issued exclusive of VAT. Claims payments based on the calculation of the expected repair costs do not include VAT.

C 7 Duties in the event of theft, embezzlement and animal damage

7.1 Theft and embezzlement

The local police must be notified immediately of all cases of theft or lessee embezzlement. If the vehicle is stolen abroad, the police at the site of the crime and at the lessor's place of residence must be informed.

7.2 Animal damage

In the event of a collision with an animal, the responsible bodies (e.g. the police, gamekeepers) must draw up a report on the event or the animal's owner must provide confirmation of the collision..

C 8 Deductibles

8.1 The deductible stated in the insurance confirmation shall apply.

8.2 The time of the insured event is decisive for the deductible.

8.3 If a pane of glass is replaced, the deductible shall not apply if the glass damage was caused by another insured event.

8.4 No deductible will be applied if the indemnity is limited to the difference between the current value and the current value supplement.

C 9 Definitions

9.1 Premium calculation

The value listed in the rental contract under total value (catalogue price including sum insured for accessories) is based on the catalogue prices including VAT provided by the manufacturer or the general importer. It may deviate significantly from the actual purchase price paid. Since premiums are calculated on the basis of actual claims expenditure, this price difference has no effect on the premium calculation.

9.2 Year of operation

Period of 12 months, calculated from the date of first registration; calculations are performed on a pro rata basis for partial years of operation.

9.3 Catalogue price

Official list price of the vehicle including VAT in Switzerland/the Principality of Liechtenstein at the time of manufacturing, excluding equipment and accessories. If no such price exists, the price paid for the vehicle upon first registration shall apply.

9.4 Replacement value

Sum of the total value of the vehicle (catalogue price excluding equipment and accessories) and the sum insured for equipment and accessories. If equipment and accessories are verifiably included in the total value, this shall count as the replacement value.

9.5 Current value

Value of the vehicle including equipment and accessories at the time of the insured event, taking into account the market situation and the replacement value, mileage, service life and condition of the vehicle. The valuation guidelines of the Swiss Association of Independent Vehicle Experts (VFFS) shall apply.

D Consequences of gross negligence

The Company waives its right to reduce its indemnity in the event of gross negligence by the lessee in accordance with the Swiss Federal Law on Insurance Contracts (VVG). This waiver does not apply if:

- the insured event occurred while the driver was drunk, unfit to drive, under the influence of drugs or as a result of the abuse of medication
- the theft of the insured vehicle is attributable to a grossly negligent act or omission (such as not locking the vehicle, leaving the key in the ignition, failure to activate an existing anti-theft system or immobiliser and the like)
- the insured event that occurred during the use of the vehicle is attributable to speeding. Specifically, if the applicable speed limit was exceeded by:
 - 30 km/h in built-up areas
 - 40 km/h outside built-up areas
 - 50 km/h on motorways