



Allianz  **Travel**

General terms and conditions of insurance of Allianz Travel

Excess insurance Secure Rent

Edition January 2022

Customer information and General terms and conditions of insurance

Excess insurance Secure Rent

Dear customer

You will find below the General terms and conditions of insurance (GTC) for our Excess insurance – Secure Rent.

The GTC and your insurance policy are authoritative for determining your individual entitlement to benefits in the event of a claim.

Allianz Travel



Olaf Nink
CEO

Customer information under the Swiss Insurance Contract Act (ICA)

The following customer information provides a concise overview of the insurer's identity and the material content of the insurance contract (Article 3 of the Swiss Insurance Contract Act – ICA). Only the insurance policy and General terms and conditions of insurance (GTC) are authoritative for the content and scope of the rights and obligations derived from the insurance contract.

Who is the insurer?

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Travel. The company headquarters are at Richtiplatz 1, 8304 Wallisellen.

Who is the policyholder?

The policyholder is the person designated as such in the insurance policy.

What risks are insured and what is the scope of the cover?

The insured risks under the respective contract, scope of the cover and the cover restrictions are set out in the insurance policy and General terms and conditions of insurance (GTC). The following is a summary of the insurance component offered, provided for ease of understanding:

- Assumption of the costs of the excess contractually owed by the insured person as a result of damage to the rental vehicle.
- Additional assumption of the costs for damages caused by the insured person to tyres, glass and synthetic windows, underbody and roof of the rental vehicle.

Which persons are insured?

The insured persons are in each case essentially set out in the insurance policy and the General terms and conditions of insurance (GTC).

Temporal and geographical scope of the insurance cover

The insurance cover basically applies worldwide during the insurance period. Local restrictions in the Special provisions for the insurance component as well as economic or trade sanctions or embargoes of the United Nations, the European Union, the United States of America or Switzerland that contradict the insurance cover remain reserved.

What are the main exclusions?

The following list contains only the most important insurance cover exclusions. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

- An event is not insured if it has already occurred when the policy is taken out or when the rental vehicle is booked or if its occurrence was foreseeable for the insured person when the policy was taken out or booking the rental vehicle.
- Events are not insured if the insured person has triggered them in the following ways:
 - abuse of alcohol, drugs or medicines;
 - suicide or attempted suicide;
 - participation in strikes or unrest;
 - participation in races, training sessions or other types of driving on race or training tracks;
 - participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;
 - negligent or premeditated actions/or failure to act;
 - committing or attempting to commit crimes or offences.
- The following events and their consequences are not insured: war, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- Events in countries or regions to which the Swiss authorities (Federal Department of Foreign Affairs FDFA, Federal Office of Public Health FOPH or World Health Organization WHO) have already advised against travel at the time of booking the rental vehicle are not insured.
- In particular, there is no entitlement to benefits for losses as a result of gross negligence on the part of the driver.
- There is no entitlement to benefits for losses relating to a breach of contract vis-à-vis the rental firm.

Which obligations are incumbent on the policyholder and insured persons?

The following list contains only the main obligations. Other obligations are set out in the General terms and conditions of insurance and the ICA:

- In any event, the insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- Once the insured event has occurred, Allianz Travel must be notified of the claim event immediately in writing and sent the required documents listed in the special provisions for the individual insurance components (for contact address, see GTC section I 11).
- If the entitled person is in breach of his/her obligations, Allianz Travel can withhold or reduce the benefits.

How much is the premium?

The amount of the premium depends on the risks insured and stipulated level of cover. The amount of the premium is defined with the application and results from the insurance policy.

When does the insurance begin and end?

The beginning and end of the insurance policy are defined in the application and detailed in the insurance policy.

Right of revocation

The policyholder may revoke the contract within a period of 14 days from the application to conclude the contract or the declaration of acceptance thereof by notifying the insurer in text form (e.g. letter, e-mail). The right of revocation is excluded for provisional cover commitments and contracts with a duration of less than one month.

How does Allianz Travel treat data?

When processing personal data essential to the transaction of insurance business, Allianz Travel observes the Swiss Data Protection Act (FADP). If necessary, Allianz Travel will use the claims form to obtain the necessary approval from the insured person to process the data.

The personal data processed by Allianz Travel includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. Allianz Travel also processes personal data in connection with product enhancements as well as for its own marketing purposes. In order to offer value-for-money comprehensive insurance cover, some of the benefits offered by Allianz Travel are provided by legally independent companies both domestically and abroad.

These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, Allianz Travel must exchange data both within and outside the group. Allianz Travel stores data electronically or physically in compliance with the legal provisions. Persons whose data is processed by Allianz Travel have the right, in accordance with the Data Protection Act (DPA), to ask what data concerning them Allianz Travel actually processes; they may also request the rectification of incorrect data.

Table of benefits

Insurance component (Indemnity insurance)		Insured benefits	Maximum insured amount	
A	Collision damage waiver for rental vehicles (CDW)	Assumption of the costs of the contractually owed excess as a result of damage to a rental vehicle.	per event	CHF 10,000
	additional cover	Additional assumption of the costs for the following damages to the rental vehicle: - to tyres; - to glass and synthetic windows; - to underbody; - to roof.	per event per event per event per event	CHF 500 CHF 1,000 CHF 1,000 CHF 1,000

Contact address for complaints

Allianz Travel
Complaint Management
Richtiplatz 1
P.O. Box
CH-8304 Wallisellen

General terms and conditions of insurance (GTC)

The insurance cover provided by AWP P&C S.A. Saint-Ouen (Paris), Wallisellen branch (Switzerland), hereinafter referred to as Allianz Travel, is defined in the insurance policy and the following General terms and conditions of insurance (GTC).

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I Common provisions to the insurance component

The Common provisions to the insurance component only apply insofar as the Special provisions for the insurance component contain no provisions to the contrary.

1 Insured persons

- 1.1 The person(s) listed in the insurance policy is/are covered.
- 1.2 Persons with permanent residence in Switzerland are insured under section I 1.1 as well as persons living abroad, provided they booked their rental vehicle in Switzerland.

2 Geographical scope

Unless otherwise specified in the Special provisions for the insurance component, the insurance applies worldwide.

3 Non-insured events and benefits

- 3.1 An event is not insured if it has already occurred when the policy is taken out or when the rental vehicle is booked or if its occurrence was foreseeable for the insured person when the policy was taken out or booking the rental vehicle.
- 3.2 Events are not insured, which the insured person has triggered in the following ways:
 - abuse of alcohol, drugs or medicines;
 - suicide or attempted suicide;
 - participation in strikes or unrest;
 - participation in races, training sessions or other types of driving on race or training tracks;
 - participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;
 - negligent or premeditated actions/or failure to act;
 - committing or attempting to commit crimes or offences.

- 3.3 The following events and their consequences are not insured: war, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 3.4 Events in countries or regions to which the Swiss authorities (Federal Department of Foreign Affairs FDFA, Federal Office of Public Health FOPH or World Health Organization WHO) have already advised against travel at the time of booking the rental vehicle are not insured.
- 3.5 Events are not insured where the assessor (expert, doctor etc.) directly benefits or is related, including by marriage, to the insured person.
- 3.6 Events are not insured where economic, trade or financial sanctions or embargoes imposed by Switzerland are directly applicable to the contracting parties and exclude the insurance cover. That extends to economic, trade or financial sanctions or embargoes imposed by the United Nations, European Union or United States of America, provided they are not in opposition to Swiss legislation.
- 3.7 Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.
- 3.8 Costs related to kidnappings are not insured.

4 Duties in the event of a claim

- 4.1 The insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- 4.2 The insured person is obliged to observe his/her contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in section I 11).
- 4.3 If the insured person is also able to claim benefits paid out by Allianz Travel from third parties, the insured person must uphold these claims and cede them to Allianz Travel.
- 4.4 The claims forms are available on our website: www.allianz-travel.ch/claims

5 Breach of duties

If the entitled person is in breach of his/her obligations, Allianz Travel can withhold or reduce the benefits.

6 Definitions

- 6.1 **Switzerland**
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.
- 6.2 **Journey**
A journey is a stay of over one day outside the person's normal place of residence or a stay of shorter duration at a location at least 30 km from the person's legal residence discounting routes to work. The maximum duration of a journey for the purposes of these GTC is a total of 122 days.
- 6.3 **Motor vehicle accident**
An accident is any damage to the insured motor vehicle resulting from a sudden and violent external event making any further use thereof impossible or illegal. That includes in particular events resulting from impact, such as collision, overturning, crashing, subsidence and immersion.
- 6.4 **Natural catastrophe**
Extremely serious natural event directly causing at the location affected by the event, the death of a significant number of people and devastating material damage to public infrastructure.

7 Multiple insurance and claims against third parties

- 7.1 In the event of (voluntary or mandatory) multiple insurance, Allianz Travel provides its benefits in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In such a case the legal provisions of double insurance apply.
- 7.2 If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of the Allianz Travel benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.
- 7.3 If Allianz Travel provides benefits in spite of a subsidiarity situation, these benefits count as an advance and the insured person or beneficiary will cede his/her claims against the third party (voluntary or mandatory insurance) to Allianz Travel to the extent of those benefits.
- 7.4 If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim is made against Allianz Travel instead of the liable party, the insured or entitled person must concede his/her liability claims up to the extent of the compensation received from Allianz Travel.

8 Limitation period

Claims under the insurance contract expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

9 Place of jurisdiction and applicable law

- 9.1 Lawsuits against Allianz Travel may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.
- 9.2 The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.

10 Hierarchy of regulations

- 10.1 The Special provisions for the insurance component take precedence over the Common provisions to the insurance component.
- 10.2 In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.

11 Contact address

Allianz Travel
Richtiplatz 1
P.O. Box
CH-8304 Wallisellen
info.ch@allianz.com

II Special provisions for the insurance component

A Collision damage waiver for rental vehicles (CDW) incl. additional cover

1 Insured amounts

The insured amounts can be seen in the table of benefits.

2 Temporal scope

Cover starts on the date given in the rental agreement and ends on the date given in the rental agreement or at the latest when the vehicle is returned to the rental firm. The cover applies to losses triggered during the rental agreement term.

3 Insured vehicles

Depending on the insurance taken out, the following vehicles hired by the insured person during the trip are insured (sections II A 3.1 or II A 3.2):

- 3.1 **Cars**
The insurance covers cars with a maximum of nine seats including the driver. Taxis, driving school vehicles and vehicles used on a car-sharing basis (e.g. Mobility) are not covered.
- 3.2 **Motorhomes**
The insurance covers motor homes, campervans, caravans, motorhomes and minibuses (exhaustive list). Taxis, driving school vehicles and vehicles used on a car-sharing basis (e.g. Mobility) are not covered.

4 Insured events

- 4.1 Damage to the hired vehicle or any loss resulting from the theft of the hired vehicle during the rental period are insured. The condition for payment is a covered event triggered by another insurance and a resulting excess.
- 4.2 Additionally insured are the costs charged by the rental firm for damages caused to tyres, glass and synthetic windows, underbody and roof, which occur during the rental period of the rental vehicle.

5 Insured benefits

- 5.1 In the event of a claim, Allianz Travel will reimburse the insured person any excess charged by the rental firm or the costs charged to the insured person by the rental firm in respect of damages to tyres, glass and synthetic windows, underbody and roof.
- 5.2 The amount of the insured benefits depends on the excess owed under the contract or the costs charged to the insured person by the rental firm in respect of damages to tyres, glass and synthetic windows, underbody and roof. However the insured benefits are limited to the maximum insured amount.
- 5.3 If the insured loss as per section II A 4.1 does not amount to the excess owed under the contract, Allianz Travel will assume the full costs, provided they relate to an insured event.

6 Non-insured events (in addition to section I 3)

- 6.1 Claims according to section II A 4.1 whereby the insurance in question does not involve an excess.
- 6.2 Claims resulting from gross negligence by the driver.
- 6.3 Claims caused by the driver of the vehicle under the influence of alcohol (exceeding the legal alcohol limit of the country in question) or under the influence of drugs or medication.
- 6.4 Claims arising in connection with a contractual infringement vis-à-vis the rental firm.
- 6.5 Losses occurring on non-public or non-official roads or on race or training tracks.
- 6.6 Claims involving caravans and other types of trailer.
- 6.7 Claims rejected by the provider of comprehensive or theft insurance.
- 6.8 Claims caused by sand gusts.
- 6.9 Liability damage to vehicles of other parties involved in an accident.

7 Duties in the event of a claim (in addition to section I 4)

- 7.1 In order to claim Allianz Travel benefits, the insured or entitled person must report the insured event or claim event in writing to Allianz Travel.
- 7.2 In the event of a claim, Allianz Travel must be sent the following documents in writing (see section I 11):
- claims forms are available on our website: www.allianz-travel.ch/claims
 - proof of insurance or copy of the policy;
 - booking confirmation of the vehicle rental
 - rental agreement with indication of the excess;
 - damage report from the rental firm;
 - loss settlement from the rental firm;
 - credit card statement with the charge for the damage;
 - credit card statement with the charge for the rental.



Allianz Travel

Richtplatz 1

CH-8304 Wallisellen

Tel. +41 44 283 32 22

Fax +41 44 283 33 83

info.ch@allianz.com

www.allianz-travel.ch