

Standard Terms of Insurance (STI)

Helvetia private customers insurance

Mutual provisions

September 2021 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 contractual documents 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 the mutual 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 or any other text form 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

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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>Helvetia Swiss Insurance Company Ltd. Dufourstrasse 40 CH-9001 St. Gallen</p> <p>or</p> <p>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/registered office is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Contract Act.</p>
3 Insurance against loss or fixed sum insurance	<p>Your insurance is, as a general rule, an insurance against loss; fixed sum insurance will be expressly designated as such in the contract documents (e.g. application or policy).</p>
4 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 or any other text form 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, as far as 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>
5 Right of revocation	<p>The policyholder may revoke, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of cancellation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified Helvetia of the revocation or submitted their notice of revocation to the postal service on or by the last day of the period of revocation. The right of revocation is excluded in the case of group personal insurance, provisional confirmation of cover, agreements with a term of less than one month.</p> <p>An annual premium/single premium will remain due if an injured third party can credibly make claims against Helvetia.</p>
6 Increase and decrease in risk	<p>If any circumstance that is material to 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 notice of such change in writing or any other text form. All risk factors about which Helvetia requests the policyholder to provide information on the application form or otherwise inquires about (e.g. risk questionnaire, risk and operational characteristics, etc.) are deemed material. If the policyholder fails to give such notice, Helvetia shall not be bound by the contract for the period thereafter. If such notice has been given, Helvetia may increase the premium retroactively as of the time the risks increased or terminate the part of the contract affected by the change within 14 days of receiving such notice. The contract expires four weeks after receipt of the notice of termination. The policyholder has the same right of termination if no agreement can be reached regarding the increased premium.</p> <p>In the event of a significant decrease in risk, the policyholder is entitled to terminate the contract or to request a premium reduction subject to four weeks' notice in writing or any other text form. If Helvetia rejects a premium reduction or if the policyholder is not in agreement with the reduction offered, the latter is entitled, within four weeks of receiving the response, to terminate the contract subject to four weeks' notice in writing or any other text form. The premium reduction takes effect when Helvetia receives the relevant notice.</p>

7 Conclusion of the contract/ start of insurance cover	<p>After 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 accepts the application. As soon as the policyholder has received notice of acceptance, the insurance is deemed concluded. The policyholder shall be provided with his policy as proof of the conclusion of the insurance.</p> <p>Insurance cover starts on the commencement date given in the policy, unless a confirmation of cover in text form was issued for an earlier date.</p>
8 Term and termination of the insurance contract	<p>This contract is concluded for the period stipulated in the policy. It is renewed for a further year at the end of this period.</p> <p>The contract can be terminated effective as of the end of the third insurance year or the end of any subsequent insurance year subject to three months' notice in writing or any other text form. The first insurance year starts on the contract commencement date and lasts until the due date of the next annual premium as stipulated in the policy. Each subsequent insurance year lasts 12 months.</p> <p>If the contract has been concluded with a single premium for its entire term, it terminates on the agreed expiry date.</p>
9 Period of validity of the insurance contract	<p>The period of validity of the insurance coverage is subject to the agreements contained in the application, the policy and the Standard Terms of Insurance (STI).</p>
10 Exclusion of right of termination in the event of statutory amendments	<p>If public charges or fees or, in the case of natural forces insurance policies governed by statutes, the premiums, deductibles or scope of cover are changed by order of a public authority, the insurance contract will be amended as of the point in time determined by the public authority. There is no right of termination in such cases.</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>

Other contractual provisions

General		S	HC	PL	AS	LP	BP	BL	
11	Notifications to Helvetia or Coop Rechtsschutz AG	The policyholder and the insured persons only legally comply with their duty of notification if they submit the required notifications to the registered office or a branch of Helvetia in writing or another text form (e.g. by e-mail).	■	■	■	■	■	■	■
		The policyholder and the insured persons only comply with their duty of notification in connection with the processing of legal advice and legal disputes if they submit the required notifications to the registered office or a branch of Coop Rechtsschutz AG in writing or another text form (e.g. by e-mail).	■				■		
12	Premium payment	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.	■	■	■	■	■	■	■
		If the policyholder does not comply with their payment obligation, the policyholder will be requested in writing or any other text form 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.							
13	Premium refund	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 a) Helvetia pays benefits in the case of a total loss; 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.	■	■	■	■	■	■	■
14	Amendment of the provisions of contract	Helvetia may demand adjustments to premiums and excesses, including for existing contracts, from the following insurance year on. Furthermore, upon expiry of the contract or prior to the end of the subsequent insurance year, Helvetia is entitled to require amendment of the Standard Terms of Insurance (STI), supplementary conditions or special conditions from the following insurance year. The policyholder will be informed of the new provisions (adjustment of premiums, deductibles and terms of insurance) in writing or another text form at the latest 30 days before the end of the current insurance year. If the policyholder does not consent to the adjustment, he 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 will be deemed to have been given in time if it is received by Helvetia in writing or another text form by the last day of the current insurance year at the latest. In addition to the exclusion of the right of termination in the event of statutory amendments as set out in the customer information, there is no right of termination in the following cases ■ introduction or modification of contractual fees (e.g. surcharge for payment in instalments); ■ adjustments following a change in the risk situation (e.g. declaration of changes in the basis used to calculate premiums); ■ automatic adjustment of insured sums as a result of changes in the agreed index (e.g. household contents, construction cost index).	■	■	■	■	■	■	■
15	Termination in the event of a claim	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 in writing or any other text form by: a) the policyholder within 14 days, of learning that payment of the compensation has been made. b) Helvetia, at the latest on payment of the compensation. The contract will expire 4 weeks after receipt of the notification of termination, or earlier upon the request of the policyholder. c) Coop Rechtsschutz, at the latest once the legal case has been settled. The contract expires 14 days after receipt of the notification of termination.	■	■	■	■	■	■	■

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		S	HC	PL	AS	LP	BP	BL
16 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 or any other text form 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>	■	■				■	■
	<p>If the loss is covered by another liability insurance, the insurance cover in the present policy shall be subsidiary (difference-in-conditions and difference-in-limits insurance).</p>	■					■	■
17 Bankruptcy	<p>If bankruptcy proceedings are instituted against the policyholder, the contract remains in force, and the receivers are required to fulfil the contractual obligations.</p> <p>The policyholder or the receivers must inform Helvetia as soon as the proceedings have been instituted.</p>	■	■	■	■	■	■	■
	<p>If bankruptcy proceedings are instituted against the policyholder, Helvetia is entitled to terminate the legal protection insurance benefits within 14 days of being notified of the bankruptcy. The contract will end on the day after the notice of termination is received.</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 bankruptcy party and their family.</p>	■				■		
18 Change of place of residence or domicile	<p>The insurance applies within Switzerland and the Principality of Liechtenstein during the relocation and at the new location. If the place of residence is relocated abroad (excluding the Principality of Liechtenstein), the insurance policy will expire when the policyholder takes up residence abroad, or immediately upon the 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>	■	■	■	■	■		
19 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>	■	■	■	■	■	■	■
20 Automatic adjustment of insured sum	<p>The sum insured for household contents is based on the insured value of the movable property. It is adjusted in line with the Swiss Consumer Price Index at each premium due date. The index determined by the Swiss Federal Statistical Office on 1 September applies in each case.</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> <ol style="list-style-type: none"> In cantons with private building fire insurance and in the Principality of Liechtenstein, 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. 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. 		■				■	
21 Combination discount	<p>Customers benefit from a combination discount of 5% if they purchase at least two insurance products. An additional 5% discount is granted for each additional product. The discount applies to the household contents, private liability, Assistance, legal protection and building insurance products. The maximum combination discount that may be granted is 20%. The discount also applies to the services product. However, this product does not trigger a discount.</p>	■	■	■	■	■	■	■

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Obligations during the contract term

		S	HC	PL	AS	LP	BP	BL
22 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>	■	■	■	■	■	■	■
23 Movable items stored in vehicles	If left in a locked vehicle, movable property that is by nature at risk of theft (e. g. bags, cases, electrical and electronic equipment and machines) must be stored in such a way that is not visible from the outside.	■	■					
24 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.		■				■	
25 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 safe-keeping of codes for combination locks.		■					
26 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.						■	
27 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 or any other text form 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.	■	■			■	■	■
28 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.	■	■			■	■	■
29 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.	■		■				■
30 Environmental damage	<p>The policyholder is obliged to ensure that:</p> <ol style="list-style-type: none"> the production, processing, collection, storage, cleanup and removal of environmental contaminants comply with statutory and official provisions; 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; demands for renovations and similar measures enacted by official authorities are fulfilled within the prescribed deadlines. 	■		■				■
31 Maintenance	Extended warranty: The insured is obliged to familiarize himself and comply with the operating and maintenance instructions of the manufacturer of the insured equipment.	■	■					

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Obligations in the event of a claim

		S	HC	PL	AS	LP	BP	BL
32 Beneficiary	The beneficiary is equivalent to the policyholder in respect of the following obligations.	■	■	■	■	■	■	■
33 Reporting	<p>The policyholder shall</p> <p>a) immediately notify Helvetia. In the case of theft or account and mobile phone misuse, he shall also notify the police and request an official investigation;</p> <p>b) provide a written or any other text form statement justifying why their claim is valid;</p> <p>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;</p> <p>d) notify Helvetia immediately</p> <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. 	■	■	■	■	■	■	■
34 Notification of a legal protection claim	The insured is obliged to inform Coop Rechtsschutz AG at once of the occurrence of a legal protection claim, in writing or any other text form should Coop Rechtsschutz AG so require. The insured 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 or documents he receives without delay. Should the insured person culpably breach any of these obligations, Coop Rechtsschutz AG may reduce its benefits to the extent that the breach caused additional costs and the insured person cannot prove that the breach had no influence on the occurrence of the insured event. In the event of serious breaches of obligation, Coop Rechtsschutz AG may refuse to pay benefits altogether.	■				■		
35 Obligation to support and cooperate	The insured persons are obliged to assist Helvetia and third parties in investigating the loss and in conducting negotiations by providing all requested information on the matter and making available documents, official orders, etc., as well as other evidence.	■	■	■	■	■	■	■
36 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.	■	■	■	■	■	■	■
37 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 or Coop Rechtsschutz.	■	■	■	■	■	■	■
38 Obligation to provide evidence	<p>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.</p> <p>The sum insured is not considered to be proof of the existence and value of insured goods at the time the claim arises.</p> <p>Extended warranty: the insured person must present all the documents needed for claim handling, e.g. purchase invoices and other evidence, in particular documents showing the age and value of the damaged equipment.</p>	■	■	■	■	■	■	■
39 Third-party entitlements	<p>The insured persons are not entitled to express any views on the claims of the injured parties without the prior approval of Helvetia. In particular, they may not make any payments, engage in any court proceedings, engage in any settlements, or recognize any claims whatsoever.</p> <p>Moreover, without the prior approval of Helvetia, the insured persons are not entitled to assign claims from this insurance to injured or third parties.</p>	■		■				■

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40 Specific factors relating to assistance insurance	<p>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;</p> <p>b) The physician providing treatment must be relieved of his obligation to maintain confidentiality in communications with Helvetia.</p>	■			■			
41 Immediate measures in the event of environmental impairment	Reports to the competent authority, notification of the population, initiation of loss prevention or loss mitigation measures.	■		■				■

Benefits in the event of a claim

42 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.	■	■				■	
43 Due date of compensation payment	<p>Compensation is due four weeks after the date on which Helvetia or Coop Rechtsschutz receives the documents required to determine the amount of the claim, coverage and liability. In particular, the compensation is not payable while</p> <p>a) there are any doubts as to the beneficiary's entitlement to payment;</p> <p>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.</p> <p>If Helvetia or Coop Rechtsschutz AG disputes the obligation to pay compensation, the eligible party may demand part-payment up to the undisputed amount after the deadline set out above. This also applies if it has not been clarified how the insurance benefit is to be divided among several claimants.</p>	■	■	■	■	■	■	■
44 Prescription and forfeit	<p>All receivables under this contract are subject to a prescription period of five 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 five years of the occurrence of the insured event are forfeit.</p>	■	■	■	■	■	■	■
	<p>All receivables under this contract are subject to a prescription period of five years after the occurrence of the event for which there is an obligation to pay benefits.</p> <p>Rejected claims for compensation for which no legal proceedings are initiated within five years of the insured event are deemed to have been forfeited. Facts on which the settlement obligation are based are, in particular, acceptance of liability, the submission of a settlement agreement, or a judgement.</p>	■		■				■
45 The replacement value is								
for animals	the market price.		■					
for household contents	their new value.		■					
for equipment covered by extended warranty								
■ in the event of partial loss	the cost of repair, including material and ancillary costs, travel costs in the case of on-site service as well as, to the extent customary, any removal and installation costs incurred when technicians are deployed at the insured location. In the case of mobile equipment, Helvetia will bear any costs relating to the return of such equipment.		■					
■ in the event of a total loss	<p>the value of the insured equipment at the time of the loss or damage. This current value is defined as follows (based on months of operation):</p> <p>24–36 months: 70 % of the original purchase price</p> <p>37–48 months: 50 % of the original purchase price</p> <p>49–60 months: 30 % of the original purchase price.</p> <p>A loss is deemed a total loss if repair of the equipment is either technically impossible or uneconomical. In the event of a total loss, the equipment becomes the property of Helvetia.</p>		■					

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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 of the equipment: new value. From the 30 th year of operation of the equipment: current value.						■	
for buildings and parts of 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.						■	
46 Inaccessibility of geothermal probes or earth tubes under ground panels	The insurance does not cover costs for replacing the heating system or supply lines that are longer than those required for the damaged system. 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.						■	
47 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.		■				■	
48 Definition of current value	New value less depreciation caused by ageing, use, wear and other factors as of the time of the claim.		■	■			■	■
49 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.		■					
50 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.						■	
51 Definition of demolition value	This is equivalent to the market price of the recyclable building components at the time of the claim.						■	
52 Repairs	At its discretion, Helvetia may have necessary repairs performed by companies in its employ or pay compensation in cash.		■				■	
53 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.					■		

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54 Processing a legal protection claim	After consulting the insured person, Coop Rechtsschutz AG will take appropriate measures to protect the insured person's interests.	■				■		
55 Free choice of legal representation	If it is necessary to engage a lawyer, particularly to represent the insured in court or administrative proceedings or in the case of conflicts of interest, the insured is free to choose his own lawyer. If Coop Rechtsschutz AG does not agree with the choice made, the insured may propose a further three lawyers, who may not belong to the same law office. Coop Rechtsschutz AG must accept one of those three proposed lawyers. Before engaging the lawyer, the insured must obtain approval and cost authorization from Coop Rechtsschutz AG. If there are no valid reasons for changing lawyers, the insured shall bear the costs incurred.	■				■		
56 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>	■				■		
57 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.						■	

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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; b) savings from inspection, maintenance and spare parts costs; c) changes to the technical service life.</p>						■	
for costs	the costs actually incurred that are necessary and proportionate. Any cost savings will be 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.				■			
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	<p>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.</p> <p>No compensation will be paid for reductions in value compared to a previous state caused by the use of nursery stock for propagation.</p>		■				■	
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 of the equipment, otherwise no depreciation is applied.						■	
58 Limitations to benefits	Where these Standard Terms of Insurance include limitations on benefits, entitlement is limited to one claim per loss event, even if such cover for insured persons is provided under multiple policies with Helvetia.	■	■	■	■	■	■	■

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		S	HC	PL	AS	LP	BP	BL
59 Benefits provided by Helvetia	Helvetia benefits for an insured event consist of compensation for justified claims and for fending off unjustified claims. They include the relevant loss and default interest, costs of damage or loss mitigation, expert opinions, legal, court, arbitration court and mediation costs and insured damage prevention costs as well as other costs (e.g. inter partes costs) and are limited by the sum insured or sublimits specified in the policy or contractual terms, minus the agreed deductible.			■				■
60 Loss adjustment process	<p>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.</p> <p>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.</p> <p>Helvetia bears the costs of the expert witness process if the loss resulting in an entitlement to compensation exceeds CHF 50,000.</p>		■				■	
61 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.			■				■
62 Arbitration tribunals	Helvetia recognizes arbitration proceedings insofar as they conform to the rules of the Swiss Civil Procedure Code (CPC) or the Federal Act on International Private Law (IPLA). The policyholder is required to notify Helvetia without delay before initiating arbitration proceedings and to enable it to take part in such proceedings.	■		■				■
63 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.	■		■				■
64 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>			■				■
65 Serial losses	<p>All claims relating to losses with the same cause are deemed to be a single loss (serial loss). The number of injured parties, claimants or beneficiaries is immaterial.</p> <p>For losses from serial damage occurring in accordance with the foregoing paragraph after the contract ends, there is cover for a term of at most 60 months after the end of the contract, if the first of these losses occurred during the term of the contract.</p>			■				■
66 Claims processing	Helvetia will only handle the processing of a claim if the entitlements exceed the agreed excess. It will conduct the negotiations with the injured party as the insured person's representative or liability insurer. 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 persons must repay the excess to Helvetia under waiver of defence.			■				■

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67 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.	■		■		■		■
68 Civil proceedings	If the injured party strives to enter civil proceedings, Helvetia will assume management of the proceedings. The costs will be borne by Helvetia.	■		■				■
69 Legal expenses in criminal, regulatory and administrative proceedings	<p>If, as a result of an insured liability event, disciplinary, regulatory, administrative or criminal proceedings are initiated by the responsible authority and such proceedings could affect the benefits payable by Helvetia, Helvetia will bear the resulting costs incurred by the insured person (e. g. lawyer's fees, expenses, court fees, costs of an expert opinion, inter partes costs) and the costs assigned to the insured in the proceedings.</p> <p>If the costs set out in the preceding paragraph are covered by other insurance, the insurance cover in the present policy shall be subsidiary (difference-in-conditions and difference-in-limits insurance).</p> <p>The insurance does not cover proceedings outside of Switzerland and the Principality of Liechtenstein and obligations that are of a punitive or similar nature (e. g. fines).</p> <p>a) To represent the insured person in court and in dealings with authorities, Helvetia will engage a lawyer with the insured person's approval. The insured person is not authorized to engage a lawyer without the consent of Helvetia.</p> <p>b) Helvetia may refuse to lodge an appeal against a fine, or to refer a decision to a higher court, if, on the basis of the official documents, it sees little prospect of success.</p> <p>c) The insured person must inform Helvetia immediately of all notifications and orders relating to the proceedings, and must comply with Helvetia's instructions. If the insured person takes any action on his own initiative or against Helvetia's instructions or, in particular, pursues a legal remedy without Helvetia's express consent, he does so on his own account and at his own risk.</p> <p>However, if such actions can be shown to have resulted in a substantially more favourable outcome, Helvetia will retroactively reimburse the costs incurred, within the scope of the above provisions.</p>	■		■		■		■
70 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 %.				■			
71 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.				■			
72 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.				■			
73 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.	■			■			

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Reductions in compensation

		S	HC	PL	AS	LP	BP	BL
74 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 natural forces insurance covering household contents and buildings, however, the deductible for each policy shall be deducted from the 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>	■	■	■	■	■	■	■
75 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>	■	■	■	■	■	■	■
76 Accidental oversight	<p>Compensation will not be reduced if the policyholder proves that the breach of a statutory or contractual duty of notification or some other obligation during the term of the contract occurred through no fault or only a minor fault on his part. A minor breach of the care objectively required and reasonably to be expected under the circumstances constitutes a minor fault.</p>	■	■	■	■	■	■	■
77 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>		■				■	
78 Supplemental cover for cantonal building or household contents insurance	<p>Cover is not provided for reductions and rejections of benefits due to:</p> <ol style="list-style-type: none"> failure to comply with requirements and take preventive measures; gross negligence; underinsurance; inactive insurance status as a result of failure to pay premiums. <p>Similarly, no benefits are paid for:</p> <ol style="list-style-type: none"> deductibles; purely cosmetic damage, where the function of the object is not impaired; buildings and parts of buildings that are excluded from cantonal building insurance or where cover is limited; differences due to different valuation and compensation criteria (e.g. current value/new value); 		■				■	
79 Underinsurance	<p>If the replacement value (value of the insured items at the time of the insured event) is higher than the sum insured, the items are deemed underinsured. In this case, the compensation will be reduced in proportion to the ratio of the sum insured to the replacement value.</p> <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 sum insured, up to a maximum of CHF 100,000.</p> <p>If the right to claim underinsurance is waived, Helvetia has the right to offset the lost premium against the compensation payable.</p> <p>The policyholder undertakes to notify Helvetia of the effective sum insured for the new insurance year within 6 months of the end of the insurance year. If this annual notification is not received, the waiver of the claim of underinsurance in the event of a claim does not apply.</p>		■				■	

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Recourse against an insured person

	S	HC	PL	AS	LP	BP	BL
80 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.

Legal venue

	S	HC	PL	AS	LP	BP	BL
81 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.

Insurance contracts subject to the law of Liechtenstein

82 Applicable law, contract basis	<p>If the policyholder's place of residence/registered office 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).
83 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>
84 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>
85 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>
86 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>
