

# General Terms and Conditions (GTC) of the Group Contract between Allianz Suisse and Coucou&Co Sàrl

03.2020

## Definition of the Parties

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<b>Policyholder</b>	Coucou&Co Sàrl, Rue des sablons 12, 3960 Sierre
<b>Lessors</b>	Individuals who offer private premises for temporary use via Coucou&Co Sàrl
<b>Lessees</b>	Individuals who rent premises offered via Coucou&Co Sàrl for private use for a temporary period of time
<b>Insurer</b>	Allianz Suisse Insurance Company Ltd, P.O. Box, 8010 Zurich

## Overview of the General Terms and Conditions

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### A Joint provisions

A1 Territorial scope

A2 Inception and term

A3 Duties in the event of a claim

A4 Place of jurisdiction

A5 Notifications

A6 Legal basis

### B Special provisions

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## Information for the lessor of private premises

The following information for customers provides an overview of the key content of the insurance contract (Article 3 of the Swiss Federal Law on Insurance Contracts, VVG).

The insurer and underwriter is Allianz Suisse Insurance Company Ltd, which has its registered office in Wallisellen (hereinafter referred to as "the insurer").

## A Joint provisions

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### A 1 Territorial scope

The cover applies exclusively to privately rented premises in Switzerland.

### A 2 Inception and term

The insurance cover for the lessor begins upon acceptance into the group contract concluded between Allianz Suisse and the policyholder. A valid rental management contract between the policyholder and the lessor is a prerequisite. The insurance cover for the lessor ends upon termination of the rental management contract and/or termination of the group contract between Allianz Suisse and the policyholder.

### A 3 Duties in the event of a claim

The policyholder must inform the insurer of all loss events as quickly as possible in writing. All information relating to the loss must be provided voluntarily and in good time, and it must be complete and accurate. This also applies to statements made to the police, the authorities, experts and doctors. If the policyholder or the lessor fails to fulfil these obligations, the insurer may refuse to pay indemnity.

It is the lessor's duty to provide proof of the occurrence and extent of the loss. 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 any statutory or contractual requirements or obligations, in particular the statutory duty to mitigate losses, are culpably breached during the term of the contract, the insurer may reduce the indemnity or refuse to pay it altogether.

### A 4 Place of jurisdiction

In the event of a legal dispute, the policyholder or the lessor may file a claim with the court at the place where the insurer has its registered office or at his or her Swiss domicile or place of residence.

### A 5 Notifications

All notifications must be sent to the insurer. Notifications to the policyholder or the lessor will be deemed to have been duly served if sent to his or her last known address. The insurer must be informed of any changes of address.

### A 6 Legal basis

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

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## **B Special provisions**

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B1 Insured premises

B2 Scope of insurance

B3 Indemnity

B4 Complementary clause

B5 Exclusions

B6 Claims

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### **B 1 Insured premises**

The insurance covers the privately rented premises named on the insurance confirmation that are used exclusively for residential purposes and are located in Switzerland. Premises rented commercially (e.g. hotels) are not insured.

In addition, all of the following criteria must be met:

- The lessor is an adult individual resident in Switzerland
- The furnished or unfurnished premises are offered via the policyholder for a temporary rental period
- If the lessor is not the owner of the premises, they may only be offered with the written consent of the owner

### **B 2 Scope of insurance**

#### **2.1 Insured property and costs**

The insurance covers:

- Movables owned by the lessor in the privately rented premises, i.e. all movable property located in the privately rented premises that is used for private purposes only, owned by the lessor and provided to the lessee for appropriate use together with the privately rented premises during the agreed rental period
- The privately rented premises and all fixtures in them which are provided to the lessee for his/her use during the agreed rental period
- Costs of changing or replacing locks at the locations listed on the insurance confirmation in the event of loss of entrusted keys

### **B 3 Indemnity**

The insurance covers losses to the insured premises and movables named under B2 caused by the lessor during the agreed rental period up to a maximum of the agreed sums insured.

The sum insured is a maximum of CHF 5,000 per rental contract/booking and a maximum of CHF 20,000 per rental property per year for each lessor.

The deductible agreed in the policy is subtracted from the loss amount calculated in accordance with the contract and the law. The indemnity is limited by the sum insured.

Calculation of the loss

The loss of insured property is calculated on the basis of its replacement value at the time of the loss. If damaged property can be repaired, the loss is calculated on the basis of the repair costs/the cost of a partial replacement plus any remaining reduction in value, up to the maximum of the replacement value.

The replacement value is defined as:

- For movables or buildings owned by the lessor, the cost of replacing or restoring the insured property at replacement value
- For insured premises not owned by the lessor, the cost of replacement or restoration, less depreciation for wear and tear and other reasons (current value)

### **B 4 Complementary clause**

If the lessor is entitled to indemnity under a different insurance contract (voluntary or compulsory insurance), the present cover is limited to that part of the indemnity which exceeds that provided by the other insurance contract. The indemnity shall only be paid once overall.

Any deductibles from other insurance policies will be adopted, and Article B 3 paragraph 3 shall not apply.

### **B 5 Exclusions**

The insurance does not cover:

- 5.1. Monetary assets, such as cash, credit and customer cards, securities, vouchers, savings books, precious metals (as stocks, bars or trade goods), coins, medals, unmounted gemstones and pearls
- 5.2. Losses caused by normal wear and tear, ageing, warping or decay
- 5.3. Contamination and damage resulting from the intended usage
- 5.4. Losses caused by environmental effects such as temperature, humid or dry air, and the effects of light and any other form of radiation
- 5.5. Losses caused by the nature of or defects in the property itself
- 5.6. Losses caused by fire, smoke (sudden and accidental effects), lightning strike, explosion and implosion, scorch and heat damage and damage caused by utility fires
- 5.7. Natural hazard events in accordance with the Insurance Supervision Ordinance (AVO)
- 5.8. Earthquakes (tremors caused by tectonic movements within the earth's crust), volcanic eruptions and tremors caused by the collapse of man-made underground cavities
- 5.9. Losses which, irrespective of whether other factors have contributed in any order, are directly or indirectly attributable to radioactive material, nuclear fission or nuclear fusion, radioactive contamination, nuclear waste and fuel, nuclear explosive devices or any other nuclear weapons
- 5.10. Acts of war or terrorism and unrest of any kind and the measures taken to counteract them

### **B 6 Claims**

Coucou&Co Sàrl must inform the insurer of all loss events as quickly as possible in writing or by e-mail ([schadenservice@allianz.ch](mailto:schadenservice@allianz.ch)). Allianz Suisse requires the following documents in the event of a claim:

- Insurance confirmation
- A description of the damage/loss, photos of the damage and the expected amount of the claim

If further information is needed to process the claim, the insurer may contact the lessor directly with further enquiries.

The insurer shall conduct negotiations with aggrieved parties in its own name or as the representative of the lessor. If civil litigation results, the lessor shall allow the insurer to conduct it. The lessor must not acknowledge any compensation claims to aggrieved parties or assign any claims under this contract. Claims settlement by the insurer is binding for the lessor.