

# Extract from the General conditions of insurance\* for group insurance by UMS Ltd

Notify us of the party with whom you have signed a (sub-)lease contract, and you will benefit from the first insurance cover of its kind in Switzerland, at no cost to you, which UMS has agreed with Zurich on your behalf.

## 100 General conditions

### 101 Insured objects

This cover shall apply to

- furnished rental premises rented out for limited or unlimited periods
- unfurnished rental premises rented out for limited periods

in Switzerland (rental apartments, rooms and houses) brokered by UMS Ltd where a valid broker contract has been signed with the landlord and where the signing of a lease contract or an extension of an existing lease contract was declared to UMS Ltd within 10 days of the tenant moving in or within 10 days of the commencement of the extension.

It shall not apply to unfurnished rental premises rented out for an unlimited period.

For unfurnished rental premises rented out for an unlimited period, we recommend the standard solution with the private liability insurance to be taken out by the tenant plus a security deposit bank account or HOA security deposit insurance offered by the Swiss Homeowners' Association.

The insurance cover shall apply to any and all insured objects rented out under a valid contract with effect from 1 March 2009 for a maximum period of 18 months.

Please notify us within 10 days after having concluded a (sub-)lease contract or if you have extended an existing contract.

### 102 What risks are insured?

- Loss of rental income
- Tenant liability

The UMS insurance shall cover claims that can be verified according to objective criteria. We therefore request that you sign a (sub-)lease contract in any case and draw up a detailed handover protocol when tenants move in and again when they move out (both forms are available free of charge either from UMS or as a download from [www.ums.ch](http://www.ums.ch)).

To protect your furniture from natural hazard, we recommend that you continue paying your household contents insurance. Hence, your furniture will be insured against natural hazard (water, fire, etc.) and theft also during your absence.

### 103 Beginning and end of insurance

The insurance cover shall commence upon the first rental payment and continue for the duration of the lease as declared to UMS Ltd.

Only hand over the object when you have actually received the payment of the first rent. If necessary, insist on a «payment in cash against keys» and keep the receipt in your files.

Should there be a delay in the tenant moving out, we will grant no more than 10 days' extra insurance cover. The insurance cover shall end at the latest 18 months after the first rental payment.

### 104 What happens if there are claims under other insurance contracts?

Where the landlord is entitled to claim under other insurance contracts, the cover shall be limited to that portion of our benefits which exceeds those under the other insurance contract.

No benefits shall be provided for deductibles due under other insurance policies.

### 105 What are my deductibles under this contract?

Your deductible is CHF 500 per event. Where tenant damage to rented property is caused at the time of the handover, however, the deductible applies only once.

## 200 Loss of rental income

### 201 What is covered by the insurance?

The insurance covers the rent due under the lease contract.

### 202 When is the landlord entitled to claim for loss of rental income?

Zurich shall pay benefits for outstanding rent due if the landlord furnishes any of the following proof:

- an enforceable payment summons for rent due to be collected from the tenant;
- or an enforceable judgment or final and absolute judicial dismissal of the defendant's objection to rent due claimed from him;

- where tenants' debt cannot be enforced or sued for in a Swiss court of law, any claim of rent lost must be supported by conclusive proof of the extent of such loss.

### **203 What limits apply to the benefits?**

Benefit payments for loss of rental income shall be limited to a maximum of three months' rent per lease contract. The insurance cover excludes any costs incurred in obtaining the aforementioned proof (such as enforcement costs and the like).

## **300 Tenant liabilities**

### **301 In what capacity are insured persons covered?**

The insurance shall cover the legal liability for any damage to the rental premises or to movable rental property caused by a tenant, a member of the tenant's family or persons who, under the lease contract, live in the same household.

We recommend therefore that in the lease contract you list all household members individually by name.

### **302 What types of damage are covered?**

The cover shall extend to damage to the rental premises, its fixtures and fittings, or to shared facilities and features, as well as movable rental property which can be shown to have been made available to the tenant for use.

Where a tenant has taken out private liability insurance, Zurich shall pay out the benefit only if the damage is not covered by the tenant's private liability insurance and such exclusion is confirmed in writing.

### **303 What limits apply to the benefits?**

The maximum sum insured is CHF 5 million per event for the rental premises and its fixtures and fittings as well as its shared facilities and features.

The benefits paid out for movable rental property is limited to a maximum of CHF 10,000 per lease contract.

### **304 What types of movable rental property are not covered?**

The insurance cover shall exclude the following:

- motor vehicles, motorcycles, caravans, mobile homes, trailers, each with accessories;
- damage to animals.

#### **Procedure in the event of a claim**

Any claim must first be reported to UMS. UMS will then determine if the claim meets the conditions under which UMS has the duty to indemnify the policyholder or if some or all of the damage must be claimed under other insurance policies.

Where the conditions for indemnification through UMS are met, the case will be referred to Zurich. Zurich will then contact you and/or your tenant directly for the necessary documentation/information necessary to determine the extent of the loss.

The duty to indemnify the policyholder shall be suspended if you fail to cooperate in determining the extent of the damage. Any compensation will be paid by Zurich directly to the landlords.