service@simpego.ch
www.simpego.ch

Standard Terms and Conditions

Issued September 2026

Translation: In case of disputes or unclear translations, the original German text shall be decisive. The English text does not alter the original German text in either a positive or negative sense.

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1. What are the Standard Terms and Conditions (GTC)

The GTC govern the customer relationship between the policyholder or the insured person and the contractual partner Simpego Versicherungen AG.

These GTC apply as soon as a contractual relationship is established. They are supplementary to your insurance contract, the General Terms and Conditions (T&Cs) and any Special Terms and Conditions (ST&C).

- Insurance contract: the most important document. It defines insured items and persons, insured sums and covers provided, including any applicable deductibles and the premiums payable. In addition, the information relevant for the risk assessment is listed. Furthermore, the insurance contract specifies which version of the GTC, T&Cs and any applicable ST&C applies, or includes these documents as part of the contract. If information in the insurance contract differs from the provisions of the GTC or the T&Cs, the provisions of the insurance contract shall take precedence.
- General Terms and Conditions (T&Cs): these supplement the insurance contract and regulate the details of the insured situations, insured benefits, compensation amounts and the obligations and rights of the parties to the contract.
- Special Terms and Conditions (ST&C): these supplement the insurance contract and often contain conditions that are not regulated in the T&Cs or are regulated differently.
- Standard Terms and Conditions (GTC): these set out the provisions governing the general contractual relationship and the customer relationship between the policyholder or the insured person and Simpego Versicherungen AG or the relevant risk carrier.

The version of the T&Cs and GTC applicable to your insurance contract is specified in your insurance contract.

2. Discrepancies between the applicable provisions

In the event of a discrepancy between the Standard Terms and Conditions (GTC) and the General Terms and Conditions (T&Cs) or Special Terms and Conditions (ST&C), the T&Cs or, where applicable, the ST&C shall prevail.

In the event of a discrepancy between the Special Terms and Conditions (ST&C) and the General Terms and Conditions (T&Cs), the ST&C shall prevail.

3. Legal foundations

The provisions of the Swiss Federal Act on Insurance Policies (VVG) apply to all insurance policies taken out with simpego. For policyholders who reside or have their head office in the Principality of Liechtenstein, the mandatory provisions of Lichtenstein law apply.

4. Place of jurisdiction

In the event of legal disputes, the policyholder or claimant can initiate legal proceedings either at simpego's registered office or that of the respective risk carrier or at his or her registered office or residence in Switzerland.

5. Communication

All communication to simpego can be sent to simpego's headquarters. If the communication concerns another risk carrier, it can be delivered to the headquarters of the respective risk carrier.

Communication from simpego or the respective risk carrier to the policyholder shall be deemed validly served if sent to the last known address.

simpego must be notified promptly of any change of address.

6. Right to cancel

Following the conclusion of the contract, the policyholder has the right to cancel within 14 days. If the policyholder cancels the contract, it will be cancelled from the start of the cover and any premiums that have already been paid will be reimbursed. If simpego has already made payments for losses or damages, the policyholder will need to pay these back.

The cancellation notice may be submitted in writing or in any other form that provides a durable record of the communication, for example by post, email or, where available, by completing the relevant form on the website.

7. Contractual partner and risk carrier

For all insurance contracts concluded directly with simpego, the contractual partner is Simpego Versicherungen AG, Hohlstrasse 556, 8048 Zurich. simpego is a public limited company according to Swiss law.

Unless otherwise stated in the General Terms and Conditions (T&Cs) or the Special Terms and Conditions (ST&C), simpego is the risk carrier and contract manager.

8. Scope of the contract

The insurance cover options that have been taken out are listed in the insurance contract. The scope of the contract is derived from the insurance contract, the Standard Terms and Conditions (GTC), the General Terms and Conditions (T&Cs) and any Special terms and conditions (ST&C).

9. Contract term/contract year

- Start, end and renewal: the start of the contract and the end of the contract are stipulated in the insurance contract. The insurance is taken out for the duration of one year or less and is automatically renewed for the following contract year if not terminated by a contracting party before the end of the contract year, or if simpego does not provide the policyholder with notice of a contractual adjustment effective from the new contract year. If, at the renewal date, the policy is subject to a suspension of cover due to premium arrears, meaning that simpego's obligation to provide cover is suspended, the insurance contract will not renew automatically. In such cases, simpego will not issue the policyholder with a renewal offer for the new insurance year.
- Time of loss/damage occurrence: insurance cover applies to losses or damage occurring during the period of insurance, meaning that the loss or damage was either caused or first discovered during the contract term. The provisions of the applicable General Conditions of Insurance (GCI) are decisive for the time when the insured event occurs. For third-party liability insurance, travel insurance, instalment insurance, and personal accident insurance, only events that occurred or arose during the term of the contract are covered.

- Waiting period: some insurance products are subject to a waiting period. The applicable waiting period is set out in the relevant General Terms and Conditions for the respective insurance product.
- Definition of contract year: the contract year is always the full year (365 or 366 days) ending on the contract end date specified in the contract. Each subsequent contract year begins on the day following the contract end date.
- Definition of contract term: the period from the contract start date stated in the contract up to and including the contract end date stated in the contract. If the contract has been automatically renewed and no new contract document has been issued, the contract end date is extended to the corresponding date in the following year.

10. Termination

- The termination notice may be submitted in writing or in any other form that provides a durable record of the communication, for example by post, email or, where available, by completing the relevant form on the website.
- A notice of contract termination must be received by simpego no later than one day before the end of the contract year. If a contract is terminated by simpego at the end of the contract year, the notice of termination will be sent at least 30 days before the end of the contract year.
- If specified in the insurance contract, the policyholder has a daily right of termination. The contract ends no earlier than the day after which the notice of termination is received by simpego, or at a desired later date. The surcharge specified in the insurance contract must be paid.
- After the occurrence of indemnifiable damage, all parties (i.e. the policyholder, simpego or the respective risk carrier) can terminate the contract either in full or in part. Simpego or the risk carrier must terminate the contract at the latest on payment of compensation or insured benefit, and the policyholder must terminate the contract at the latest four weeks after receiving notification of payment of compensation or the provision of the insured benefit. If the policyholder terminates the contract, simpego's or the respective risk carrier's liability will expire 14 days after it receives the notice of termination. If simpego or the respective risk carrier terminates the contract, its liability will expire once four weeks have passed since the notice of termination was received by the policyholder.

11. Settlement of premium following contract cancellation

If a premium has been paid in advance for a certain insurance term and the contract is then terminated before the end of this term, simpego will reimburse the share of the premium for the insurance term that has not expired. No reimbursement of premium will be made where the Swiss Federal Act on Insurance Policies (IPA) provides that the insurer is entitled to retain the full annual premium. This applies in particular where:

- the policyholder terminates the insurance contract within twelve months of concluding the contract as a result of a damage event;
- the insured benefit has been paid out due to a disappearance of risk (total loss).

12. Contract adjustments

Simpego can request that the contract be adjusted in the event of changes to the premium, the deductible, the benefits, the statutory duties or the fees or surcharges. It will inform the policyholder of the adjustment no later than 25 days prior to the adjustment entering into force. If the policyholder does not agree with the adjustment, he or she can terminate the section of the contract affected by the adjustment or the entire contract from the time at which the adjustment would enter into force. If simpego has not received notice of termination from the policyholder by the last day before the adjustment enters into force, this shall be taken to mean that the policyholder consents to the contract adjustments. Changes to statutory duties or to cover regulated by law do not bring about an entitlement to termination.

13. Change in risk

If the information set out in the insurance contract changes in the course of the insurance term, simpego must be notified immediately, but within 30 days at the latest, in written or electronic form.

If the change materially increases the risk to simpego, simpego may, for the remainder of the contract term, increase the premium accordingly, issue a new policy reflecting the increased premium, make continuation of the insurance subject to additional terms and conditions or terminate the contract by giving four weeks' notice within 14 days of receiving notification of the change. Simpego can also opt to refuse to pay benefits in the event of a claim if there is a causal link between the damage event and the undisclosed change in risk.

This also applies accordingly if the information provided when the contract was taken out is not correct (e.g. application questions) and simpego becomes aware of this.

If the change results in a material reduction of the risk for simpego, the policyholder may, within four weeks of the material reduction in risk taking effect, either terminate the policy or request a reduction in the premium. Any premium reduction shall take effect from the date on which simpego receives the notification. If simpego declines the request for a premium reduction, or if the policyholder does not agree with the amount of the premium reduction offered, the policyholder may terminate the policy within four weeks of receiving notice of the refusal or of the amount of the premium reduction.

14. Payment by instalments

An additional charge may apply if the policyholder chooses to pay by instalments. If applicable, this charge will be shown in the insurance contract. In addition, or alternatively, choosing to pay at intervals of less than one year may result in an increase to the risk premium.

15. Paper documents

A surcharge may apply if policy documents are issued in paper format. If applicable, this charge will be shown in the insurance contract.

If electronic delivery has been agreed and simpego is unable to deliver the documents to the email address provided by the policyholder, or can no longer do so, simpego reserves the right to switch the policy to paper documents sent by post from the start of the current policy year and to charge the applicable surcharge.

16. Statutory charges and contributions

Statutory charges are levied on all insurance cover, unless the cover is exempt from such charges under the Federal Act on Stamp Duties (StG): https://www.fedlex.admin.ch/eli/cc/1974/11_11_11/de#art_22

Overview of statutory charges:

- Federal Stamp Duty (5%): applies to all property and liability insurance covers. (Please note: pet accident insurance is classified as property insurance rather than personal accident insurance and is therefore subject to Federal Stamp Duty.)
- Accident Prevention Contribution (0.75%): applies to motor vehicle liability insurance
- Contribution to the National Bureau of Insurance (NVB)/National Guarantee Fund (NGF): CHF 1.40 per year for motorcycles; CHF 4.20 per year for light motor vehicles up to 3.5t; CHF 12.60 per year for heavy motor vehicles
- Fire Service Levy (0.005%): applies to the insured sum under household contents and buildings insurance
- Natural Perils Prevention Levy (0.0075%): applies to the insured sum under household contents and buildings insurance (only for insured risks located in the Canton of Obwalden)

17. Premium

1. The premium is defined for each contract year and must always be paid in advance. It is based on the selected scope of insurance, the sums insured and the information provided about the insured persons (including application questions at inception), as well as the insured pets, property and locations. Simpego must be informed immediately if any of this information changes. Simpego has the right to adjust the contract and the insurance cover in line with the changes in the circumstances.
2. The premium remains unchanged in the event of a claim. Exceptions to this are renovations in individual cases.
3. Simpego may offset any outstanding premiums against claim payments. This does not apply where the claim payment is made directly to an injured third party.

18. Payment options

Here you will find an overview of all available payment options, including any restrictions that may apply depending on the product and payment frequency.

19. Payment default and suspension of cover

If the policyholder fails to fulfil their payment obligation, they will be requested to make payment. A fee of up to CHF 30 will be charged for payment reminders. If payment is still not received after at least two written payment reminders, the case will be referred to a debt collection agency, which will charge a processing fee: https://simpego.ch/processing-fees. In addition, the policyholder will be charged for any costs incurred by simpego as a result of the payment default, for example costs arising from the withdrawal of the registration plates of the insured vehicle.

If the premium remains unpaid after the payment deadline stated in the reminder has expired, the obligation of simpego or the risk carrier to provide benefits shall be suspended from one day after the expiry of the reminder period until all overdue amounts listed in the reminder, including all associated costs, have been paid in full. If the reminder period expires without payment, simpego shall also be entitled to waive legal recovery of the outstanding amount and instead withdraw from the contract, with effect from the date on which its obligation to provide benefits is suspended, while waiving the outstanding claim. In the case of policies paid by instalments, the suspension of the obligation to provide benefits shall also apply to claims that are already in progress.

If the outstanding amount is not recovered through legal proceedings but is paid at a later date, and simpego does not refund or reject the payment, insurance cover shall be reinstated from the date the payment is received. If the outstanding amount has been recovered through legal proceedings by simpego, insurance cover shall be reinstated from the date the payment is received.

No insurance cover shall apply, even after settlement of the overdue amount listed in the reminder, for any claims, including any consequential losses or consequential costs, that arise or occur during the period in which simpego's obligation to provide benefits is suspended.

20. Duty of care

The policyholder and the insured persons are bound to a duty of care and must implement the measures required by the particular circumstances in order to protect the insured pets, insured items and insured assets (e.g. insured monthly instalments) against the insured risks.

21. Reduction of the insured benefit

In the event of a culpable breach of statutory or contractual regulations or obligations during the term of the contract, and in particular a culpable breach of the statutory duty to mitigate damages or the statutory duty of care, simpego or the respective risk carrier can reduce or refuse to pay the benefits.

22. Sanctions

Simpego shall not pay out any benefits if this would involve a violation of applicable economic, trade or financial sanctions.

23. Compensation due date

A compensation payment only becomes due once there are no doubts regarding the legitimation and extent of the claim and provided that there are no pending police or criminal investigations into the policyholder, keeper, driver or the claimant in connection with the damage event.

24. Assignment of claims

Claims to the insured benefits cannot be transferred or pledged prior to their definitive establishment without the express agreement of simpego or the risk carrier.

25. Essential obligations

The policyholder's essential obligations include:

- Promptly notifying simpego or the relevant risk carrier of any claim or insured event. The party that must be notified in the event of a claim is specified in the T&Cs.
- Not admitting liability. (This means that, particularly in relation to liability claims, the policyholder must not, either verbally or in writing, make any binding admission of fault or agree that their insurer will settle the claimed loss or damage before simpego or the relevant risk carrier has investigated the circumstances of the claim, determined liability and assessed the amount of the loss.)
- Promptly informing simpego of any changes to the information recorded in the insurance contract.

26. Information on insurance cover (fixed-benefit vs indemnity insurance)

All personal accident insurance policies (motor vehicle passenger accident insurance and household accident insurance) are fixed-benefit insurance policies. All other types of cover are indemnity policies.

Fixed-benefit insurance: if an insured event occurs, any benefit payable is calculated based on the agreed insured sum, regardless of the actual financial loss incurred.

Indemnity insurance: if an insured event occurs, any claim payment is calculated based on the actual loss or damage suffered.

27. Data Processing and Data Privacy

www.simpego.ch/en/privacy