### Definitions

1 Policyholder: Carvolution Ltd. Neufeldweg 2 4913 Bannwil 2 Persons insured:

Persons who conclude a Carvolution subscription, whereupon they receive a vehicle subscription contract, as well as all persons for whom they are responsible under road traffic law.

# General Terms and Conditions Carvolution Vehicle Insurance

01.2024 edition

This is a translation. If any part of a translation is unclear, or in any other case of doubt or problems of interpretation, the original German version shall be applicable.

# **Common provisions**

# A Legal basis

1 The legal basis consists of the arrangements specified in the Carvolution vehicle subscription contract, the insurance contract between Carvolution and La Mobilière as well as the Swiss Federal Law on Insurance Contracts (VVG), the Swiss Civil Code (ZGB) and the Swiss Code of Obligations (OR). The legal basis for risks insured in the Principality of Liechtenstein is constituted by the law on insurance contract in force there. These binding legal norms take precedence over provisions to the contrary in the General Terms and Conditions.

In addition, the general business terms and conditions of Carvolution Ltd. are applicable.

2 The insurer is: Swiss Mobiliar Insurance Company Ltd. (La Mobilière) domiciled in Berne.

# **B** Geographical scope

The insurance cover applies in Europe and the Mediterranean littoral countries, excluding Georgia, Armenia, Azerbaijan and Kazakhstan.

# C Conclusion of the insurance

#### 1 Beginning, term and end of insurance

The insurance coverage applies to insured persons during the contractually agreed duration of the Carvolution subscription, starting on the pick-up or delivery date of the vehicle and ending on the return or repossession date of the vehicle.

### 2 Contents and scope of insurance

The scope of insurance cover is specified in the vehicle subscription contract and the associated provisions of these General Terms and Conditions.

# D Duty of notification and other obligations

### 1 Due diligence and prevention of loss and damage

Insured persons are obliged to act with care and take adequate measures and precautions in accordance with circumstances to protect insured property and items.

### 2 Obligation to minimise loss

When loss or damage occurs, insured persons are obliged to do everything in their power to save the insured items and to minimise the loss.

### 3 Costs of loss minimisation

We compensate loss minimisation costs within the scope of the sum insured. If the costs and the claim payments together exceed the sum insured, the costs are compensated only if the measures were taken on our instructions.

### 4 Notification in the event of claim

The insured persons are obliged to notify Carvolution Ltd. immediately in the event of a claim via the claim form in the Carvolution App, via the number +41 31 528 04 47 or via email to support@carvolution.ch. Detailed information about the processing of personal data in the event of claim can be found in our «Datenschutzerklärung für die Schadenfallbearbeitung» (only available in German, French and Italian): www.mobiliar.ch/ds-schaden.

If notification or conduct obligations are violated with fault, we may reduce or refuse benefits. This restriction does not apply if, in the light of the circumstances, it is judged that the violation was not caused by negligence or the loss would have been sustained even if the obligation had been fulfilled.

# E Compensation and deductible

#### 1 Calculation

We calculate the compensation based on the provisions applicable for the individual insurance modules and in accordance with legal requirements.

We hereby proceed as follows:

- 1 first the replacement value or the damage for which compensation has to be paid is calculated;
- 2 then the arranged deductible per claim is subtracted;
- 3 after which the benefit limits are applied.

#### Sentimental value of objects is not taken into account.

#### 2 Deductible

The contractually arranged deductible is owed for each claim for which we provide benefits.

#### No deductible is payable

- if we are required to pay a liability benefit although no insured person is at fault;
- if, under comprehensive insurance, 100% of a collision claim is indemnified by a liable person or his or her insurer;
- if, in the event of a joyride, the insured person is not at fault for the misappropriation of the insured vehicle.

#### 3 Recourse or reduction

We may demand reimbursement of all or part of the benefits paid from the insured person(s) if

- 1 there are legal or contractual grounds;
- 2 we must provide benefits after the contract has terminated.

### F Economic, trade or financial sanctions

Irrespective of any contractual provisions to the contrary, this insurance contract does not provide any insurance cover or other benefits of the insurer to the extent that and as long as this contravenes any applicable legal sanctions of an economic, trade or financial nature.

# G Place of jurisdiction

The insured person may file a suit against Swiss Mobiliar Insurance Company Ltd. in the case of differences of opinion in connection with claims resulting from this insurance

- 1 at the insured person's place of residence or
- 2 at Swiss Mobiliar Insurance Company Ltd.'s domicile in Berne.

#### H Data protection

1 The responsible handling of personal data is a core concern for La Mobilière. Detailed information about the processing of personal data can be found in our «Privacy policy for insurance policies» at www.mobiliar.ch/datenschutz (only available in German, French and Italian).

The privacy policy is periodically amended in order to ensure it provides information about the most up-todate data processing. The latest version of the privacy policy applies at all times.

- 2 In order to prevent unjustified claims and combat insurance fraud, La Mobilière may
  - a forward vehicle and claim-related data of the vehicle(s) concerned to the «CarClaims Info» database operated by SVV Solution AG and compare them with the latter as part of claims handling in the area of motor vehicle insurance. A corresponding exchange of data between the companies involved may take place if there are justified grounds for suspicion;

- b conduct queries in and log-ins to a notification and information system operated by SVV Solution AG when reviewing claims in the area of non-life insurance if suspected cases arise and in the event of positive query results obtain from or disclose to other insurance companies additional information.
- 3 Persons insured are obliged to notify third parties involved in this insurance policy, such as insured or co-insured persons, beneficiaries or other claimants whose data the insured person discloses to us of our «Privacy policy for insurance policies» or to present it to them (retrievable from www.mobiliar.ch/datenschutz) (only available in German, French and Italian).

# Third party liability insurance

# A Scope of insurance

### A1 Insured vehicle

The insurance covers the vehicle specified in the vehicle subscription contract (passenger car or delivery van requiring a category B driver's licence) as well as vehicles and trailers towed or pushed by it (including unhitched trailers as specified in Art. 2 of the Traffic Insurance Regulations).

### A2 Insured risks

Cover is provided for compensation claims against the insured person under legal liability provisions in consequence of

- 1 injury to or death of persons;
- 2 injury to or death of animals;
- 3 damage to or destruction of property;

in the following situations:

- 4 through operation of the vehicle;
- 5 in traffic accidents caused by the vehicle when it is not in operation;
- 6 while rendering aid after accidents involving the vehicle;
- 7 while getting in or out of the vehicle, opening and closing movable parts of the vehicle or hitching or unhitching a trailer or vehicle.

If the occurrence of an insured loss in consequence of an unforeseen event is imminent, costs incurred by an insured for reasonable preventive measures against such a hazard (loss prevention costs) are covered.

# A3 Insured benefits

Our benefits consist of indemnification for justified claims and fending off unjustified claims up to a limit of liability of CHF 100 million.

Cover is limited to CHF 10 million for damage from fire, explosions, nuclear reactions and for damage prevention costs.

# **B** General

# B1 Insured persons

The insurance applies to the holder and the subscriber of the vehicle stated in the vehicle subscription contract and to all persons liable according to the Swiss Traffic Rules Act.

# B2 Process in the event of a claim

- 1 We conduct any negotiations with the injured party.
- 2 Insured persons may not on their own behalf recognise any claims of the injured party or remit any payments.

#### **B3** General exclusions

#### The insurance does not cover claims

- a for property damage by the holder or subscriber of the vehicle;
- b from persons who have stolen the vehicle or who are aware of such theft;
- c from accidents occurring in races, rallies or similar competitive or training runs in Switzerland or abroad.

In the case of such events, insurance cover is provided if the organiser has not concluded the legally required insurance;

- d for damage to the insured vehicle and trailer and for damage to property attached to such vehicles or for damage to property and injury to animals transported thereby. Items accompanying the injured party, such as luggage and the like, are excepted;
- e for damage for which liability exists under legislation governing nuclear energy;
- f for loss or damage due to the failure of the public energy supply (in particular electricity, gas or water) if an area (or parts thereof) covering more than two political municipalities is affected by such an outage. This exclusion is applied per event;
- g for loss and damage due to electromagnetic pulse events such as solar storms.

# The following are not covered

- a liability of drivers who do not hold the legally required driver's licence or do not meet the legal requirements and of persons who are aware of these deficiencies;
- b liability of persons using the vehicle entrusted to them for unauthorised journeys;
- c liability of persons who have stolen the vehicle or of the driver if they are aware of such theft;
- d liability arising from travel without approval of the authorities;
- e liability from transport of hazardous materials in accordance with the Swiss Road Transport Act;
- f from driving on racecourses, race circuits and other locations used for similar purposes. These provisions apply in Switzerland and abroad.

These restrictions cannot legally be applied against the injured party. We may demand compensation for benefits rendered from the persons at fault.

# Comprehensive insurance ("Kasko")

## A Basic cover

#### A1 Insured vehicle

We insure the vehicle specified in the vehicle subscription contract (passenger car or delivery van requiring a category B driver's licence) as well as the equipment, accessories, tools and replacement parts pertaining thereto.

#### A2 Equipment and accessories

- Optional equipment and accessories subject to surcharge are included in the insurance cover provided their use with the insured vehicle is permitted in public road traffic. Examples include permanently attached extras to the vehicle (e.g. audio equipment) or mobile carriers as well as visual changes through additional wheel rims or tyres, irrespective of whether they were delivered with the vehicle or added or purchased later.
- 2 The following are not regarded as built-in equipment and accessories:
- 2.1 sound, data and image media;
- 2.2 not built-in
  - portable communication devices;
  - navigation systems;
  - electronic entertainment devices.

#### A3 Insured risks

#### 1 Fire

Damage due to fire, lightning, explosion or short circuit, i.e. faulty insulation between different electrical conductors leading to ignition of the insulation of the wires. Damage to electronic or electrical devices is covered only if the cause is not attributable to an internal defect. Damage to the vehicle caused by efforts to put out the fire is covered.

#### 2 Natural hazard events

High water, flooding, storm (wind speeds of 75 km/h or more), hail, avalanche, snow pressure, earth masses (landslide) and damage from boulders or rocks falling directly onto the vehicle.

Other natural hazard events are excluded.

#### 3 Snowslide

Damage from snow or ice falling onto the insured vehicle.

#### 4 Theft

Damage, destruction or loss through actual or attempted theft, misappropriation for use or robbery.

In the event of misuse of the Key-Less System through car hacking, we will also bear the costs of providing evidence of damage and resetting the locking systems up to CHF 2,000.

Loss or damage due to illegal acquisition, misappropriation or fraud are not insured.

#### 5 Glass breakage

Breakage of windscreen, side or rear windows, headlights or other vehicle parts made of glass as well as glass roofs. Plastics used in place of glass are also included. This list is exhaustive.

**No compensation is paid** if no repair or replacement is carried out or if the entire restoration costs (glass repair and other repair costs) equal or exceed the present value of the insured vehicle.

#### 6 Collisions with animals

Damage as a result of a collision with animals.

Damage caused by avoidance of a collision with an animal is **not covered**.

#### 7 Martens and rodents

Damage to vehicle parts owing to bites by martens or rodents, including consequential damage.

#### 8 Wilful damage

Malicious or wanton breaking off of aerials, rear-view mirrors, windscreen wipers or ornaments, painting and spraying the vehicle with paint and other substances, slashing the convertible top, uncturing of tyres or pouring of harmful materials into the fuel tank. This list is exhaustive.

#### 9 Aircraft crash

Damage caused by aircraft or spacecraft crashing or making an emergency landing, or parts thereof.

#### 10 Collision

Damage to the vehicle due to a sudden forceful external influence, e.g. through collision, sudden impact, rolling over or falling, sinking, malicious acts of third parties. Deformation caused by tilting, loading or unloading and implosions are regarded as equivalent to a collision.

#### 11 Damage to parked vehicle (can only be included as option/supplementary cover)

Damage to a parked vehicle caused by violence committed by an unknown third party. A maximum of two such claims per subscription are acceptable per year.

#### A4 Insured benefits

On occurrence of an insured event, we will provide benefits for the repair or total loss and pay the cost of

- 1 salvage and transport to the nearest suitable repair workshop or to a suitable parking location; parking fees;
- 2 customs duties, if the vehicle cannot be brought back to Switzerland or Principality of Liechtenstein because of the insured event;
- 3 cleaning of the vehicle if it becomes soiled during rendering of aid (in the event of repairs);
- 4 loss-minimisation;
- 5 public fire service, police and other organisations with a duty to render aid, provided that insured persons are required by law to bear their costs.

# **B** General

# 1 Terminology

# 1.1 List price

Official list price valid at the time of production of the vehicle, without equipment and accessories, including VAT. If there is no list price (as in the case of custom-made vehicles), the price paid for the vehicle new from the factory is the applicable value.

# 1.2 Replacement value

Replacement value is defined as the list price of the vehicle together with its equipment and accessories.

# 1.3 Present value

The value of the vehicle including optional equipment and accessories subject to surcharge, taking into account the vehicle's condition at the time of the insured event.

If no consensus can be reached in respect of present value, the amount shall be decided by reference to the tables and guidelines for determination of present value and current market value of used motor vehicles and trailers of the Swiss Association of Professional Vehicle Experts (VFFS), less any pre-existing damage.

# 1.4 Year of operation

A period of 12 months, initially calculated from the date when the vehicle was first taken in use. Fractions of a year are taken into account on a pro-rata basis.

# 2 Abuse of alcohol, drugs and medications

- 2.1 If the holder or the subscriber of the vehicle caused the insured event while under the influence of alcohol (above the legally permitted blood alcohol level), of drugs or in consequence of medication abuse, we will not pay any benefits. This limitation does not apply if we receive proof
  - 1 that this person's driving licence has not been revoked due to any of these circumstances during the five years preceding the insured event;
  - 2 or that the influence of alcohol, drugs or medication abuse did not affect the occurrence and consequences of the events.
- 2.2 If, in the case of business clients, the insured event was caused by an employee of the subscriber's, the provisions of section 2.1 apply only if the individual in question drives a vehicle of the subscriber's on more than 24 days per calendar year. The five-year limit applies from the date of hiring.

# 3 In the event of a claim

- 3.1 In the event of theft, the police must be informed of the theft without delay and, on our demand, charges must be brought against the perpetrator(s). If a lost vehicle is found within 30 days of the loss, Carvolution Ltd. must accept it back after repairs subject to compensation are carried out at our expense.
- 3.2 In the event of a claim, we must be enabled to examine the vehicle before repair work is carried out.
- 3.3 In the event of a collision with an animal, a report must be issued by a recognised authority in such matters (e.g. the police or a game warden) or certified by the animal keeper.
- 3.4 Repairs may only be ordered with our consent.

# Determination of loss or damage

After a partial or total loss has been reported, La Mobilière, as insurer, shall compensate Carvolution, as policyholder, for the costs of repairing the vehicle (repair) or the agreed compensation in the event of total loss, in accordance with the cooperation agreement. The subscriber is not involved in this process.

# 5 General exclusions

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# The insurance does not include

- a operating damage and damage to tyres or the battery that is not due to an event covered by comprehensive insurance in accordance with section A3, or damage resulting from wear and tear, material fatigue, vibrations, improper oiling or insufficient lubrication, freezing of or lack of coolant water, defects in material, manufacture, construction and software defects as well as other warranty claims;
- b reduced value, impaired performance or reduced usability or non-availability of the vehicle;
- c damage occurring while taking part in races, rallies and similar competitions. All forms of driving on racecourses, race circuits and other locations used for similar purposes are excluded from the insurance cover. This applies in Switzerland and abroad;
- d damage caused while the vehicle is being driven by a person who does not possess the required driving licence or does not fulfil the legal requirements;
- e losses incurred while deliberately perpetrating or attempting to perpetrate a crime or misdemeanour;
- f recourse claims by personal liability insurers for damage to vehicles used;
- g losses during military or official requisition, acts of war, violations of neutrality, revolution, rebellion, uprising and countermeasures taken, or in the event of earthquakes, volcanic eruptions or changes in structure of the atomic nucleus. Insurance cover is provided, however, if the insured person or the driver provide evidence that the damage is not related to these events. In case of domestic unrest (violence against persons or property due to riots, riotous assemblies or commotions) and related countermeasures, we are liable only if the insured person or the driver took all reasonable precautions to avoid damage;
- h loss or damage due to the failure of the public energy supply (in particular electricity, gas or water) if an area (or parts thereof) covering more than two political municipalities is affected by such an outage. This exclusion is applied per event;
- i loss or damage due to electromagnetic pulse events such as solar storms.

# Accident insurance

# A Scope of insurance

### A1 Insured risks

Accidents occurring during operation or use of the insured vehicle, while getting in or out or on or off the vehicle, while opening and closing moving vehicle parts, while hitching or unhitching a trailer or vehicle, while carrying out small work on the vehicle (e.g. minor repairs, changing a tyre) or while rendering aid during travel are covered.

## A2 Medical costs

1 We reimburse costs for medical treatment and care which are assumed without restriction within five years of the occurrence of the insured event without maximum amount limit. Thereafter, costs for treatment and care that are indemnified to the maximum amounts mentioned below are reimbursed to a maximum of CHF 200,000 per insured event.

Per insured event, we pay, to an unlimited amount, for

- 1.1 necessary and proven outlays for scientifically recognised therapies administered or prescribed by a physician or dentist;
- 1.2 medications prescribed by a physician;
- 1.3 hospital costs in all hospital wards of all hospitals;
- 1.4 outlays for spa treatment prescribed by a physician and administered in a sanatorium;
- 1.5 outlays for the medical services of nursing personnel outside a hospital if, in the view of a physician, a hospital stay can be reduced or avoided through such services, and for outpatient care prescribed by the physician during the treatment period;
- 1.6 all temporary and the first permanent prostheses;
- 1.7 costs for damage caused by an accident to items that substitute for a body part or a bodily function. A claim for replacement of eyeglasses, hearing aids or dentures is valid only in the event of a bodily injury requiring treatment;
- 1.8 deductions for costs of stays in hospitals or clinics made by the public social-insurance funds;
- 1.9 medically necessary transport and travel costs to the place of treatment (public transport is to be used as far as can reasonably be expected).

Per insured event, we pay, up to the maximum amounts mentioned, for

- 1.10 complementary medicine methods that are performed by physicians, practitioners using natural healing methods, alternative healing practitioners and therapists provided they are recognised by Swiss health insurers, up to a maximum of CHF 5,000;
- 1.11 cosmetic operations that are necessary because of an insured accident, up to a maximum of CHF 20,000;
- 1.12 outlays for the services of a household helper if they are necessary in the opinion of a physician, but in any case no longer than 30 days and up to a maximum of CHF 50 per day;
- 1.13 the purchase of crutches, braces, orthopaedic footwear, eyeglasses in standard and appropriate fittings or contact lenses, up to a maximum of CHF 5,000.

- 1.14 costs arising in the event of an insured accident for cleaning, repair or replacement of damaged clothing of the insured person and of items and vehicles of individuals involved in the recovery and transport of the injured person, up to a maximum of CHF 2,000;
- 1.15 search operations for the rescue or recovery of the insured person, up to a maximum of CHF 20,000;
- 1.16 rescue operations, up to a maximum of CHF 50,000;
- 1.17 operations to salvage the corpse and to transport the corpse to Switzerland or the Principality of Liechtenstein from abroad, up to a maximum of CHF 50,000.

**Not insured are** cost-sharing elements, e.g. deductibles or franchises at a health insurer.

1.18 If an accompanying pet is injured in the vehicle, we pay up to CHF 2,500 per animal and up to CHF 5,000 per incident for treatment. This cover applies exclusively to passenger cars.

#### A3 Permanent disability lump sum

- 1 If the insured accident results in a prospectively permanent health impairment (permanent disability), we pay a disability lump sum according to the degree of disability and the agreed sum insured.
- 2 The degree of disability is determined according to the provisions on measurement of damage to bodily integrity of the Swiss Accident Insurance Act and Regulations (UVG/LAA and UVV/OLAA). The benefit is payable as soon as the degree of disability is determined.
- 3 If several body parts or use thereof are lost at the same time, the disability rates are added together. In no case can the degree of disability amount to more than 100%.
- 4 If the degree of disability is less than 5%, no benefit is paid.
- 5 The permanent disability lump sum is established as follows:
- 5.1 for the part of the disability not exceeding 25%: based on the simple sum insured;
- 5.2 for the part of the disability exceeding 25% but not exceeding 50%: based on double the simple sum insured;
- 5.3 for the part of the disability exceeding 50%: based on triple the simple sum insured.
- 6 If the body parts affected by the accident were previously completely or partially lost, mutilated or unusable, we will pay the difference between the disability benefit payable based on the pre-existing disability and that calculated on the basis of the total disability.
- 7 Disability benefits are payable for psychological and nervous disorders only insofar as they can be traced to organic injury to the nervous system caused by the accident.
- 8 If an insured accident leads to permanent severe disfigurement (aesthetic damage such as scars), we will pay, according to severity, up to a maximum of 10% of the sum insured for disfigurement of the face and up to a maximum of 5% of the sum insured for disfigurement of other generally visible body parts, provided that no disability benefit is payable. The maximum amount paid is CHF 20,000.

### A4 Death lump sum

 If the insured person dies as a result of an insured accident, we pay the beneficiaries the arranged death lump sum. Any disability benefit already paid for the same accident is deducted from the death lump sum.

The beneficiaries are:

- 1.1 the spouse or registered partner of the deceased;
- 1.2 if the deceased has no surviving spouse or partner, his or her natural and adopted children;
- 1.3 if the deceased has no children, his or her next of kin according to the provisions of inheritance law.
- 2 If there are no beneficiaries, only actual burial costs of up to CHF 10,000 are paid to the individual bearing the burial costs.
- 3 For insured persons under the age of 16 at the time of the accident, the maximum compensation is CHF 10,000.
- 4 If the deceased is survived by two or more minor children, the death benefit is increased by 50%.

# **B** General

# 1 Insured persons

- 1.1 The persons insured are specified in the vehicle subscription contract.
- 1.2 The insured benefits are provided separately for each insured person.
- 1.3 Cover also applies to persons rendering assistance after accidents and breakdowns of the insured vehicle.

# 2 Terminology

2.1 Definition of accident

An accident is defined as a sudden, unintentional harmful effect of an unusual external factor on the human body, which leads to an impairment of bodily, mental or psychological health or to death.

The bodily injuries specified in the following exhaustive listing are regarded as equivalent to accidents unless unambiguously attributable to an illness or degenerative condition, even in the absence of an unusual external influence: bone fractures, joint dislocations, torn meniscus, torn muscles, pulled muscles, torn tendons, ligament lesions, eardrum injuries.

Non-accident-related damage to objects that were implanted due to an illness as a replacement of a body part or a bodily function is not considered as bodily injury.

# 3 In the event of a claim

We are authorised to demand all necessary information and documents concerning the insured event and any earlier accidents, particularly medical reports, and to schedule examinations by doctors designated by us. The insured persons and the beneficiaries are obliged to provide us with complete, true and accurate information about the accident. Physicians with whom the insured has consulted must be released from their professional confidentiality obligation.

### 4 Reduction of benefits

- 4.1 If injuries are attributable only in part to insured accidents, the benefits will be reduced proportionately according to an expert opinion.
- 4.2 If more people are found in the vehicle than allowed in the vehicle license, the benefits will be reduced according to the ratio of the number of seats to the number of driver and passengers.

# 5 Redundant insurance

- 5.1 Medical costs are paid only as a subordinate supplement to benefits under the Swiss Health Insurance Act (KVG/LAMal), Accident Insurance Act (UVG/LAA), Disability Insurance Act (IVG/LAI) or Military Insurance Act (MVG/LAM). Costs already paid by another insurer and benefit reductions pursuant to the KVG/LAMal or UVG/LAA are not reimbursed.
- 5.2 This provision also applies to corresponding insurance institutions abroad.
- 5.3 Benefits will be reckoned against liability claims to the extent that the registered holder or vehicle driver is personally responsible for liability indemnifications (e.g. in consequence of recourse due to gross negligence).

# 6 General exclusions

# The following accidents are not covered

- a accidents occurring during journeys for which the user of the vehicle was not authorised;
- b accidents happening to persons using a stolen vehicle;
- c accidents happening to persons being carried without authorisation;
- d accidents occurring during participation in races, rallies or similar competitions. All forms of driving on racecourses, race circuits and other locations used for similar purposes are excluded from the insurance cover. This applies in Switzerland and abroad;
- e accidents occurring while the vehicle is driven by a person who does not possess the required driver's license or does not fulfil the legal requirements;
- f accidents occurring during the deliberate committing of or attempt to commit a crime or misdemeanour;
- g accidents occurring in consequence of actions of the insured person against himself or actual or attempted suicide or self-mutilation, even in cases of mental incapacity;
- h accidents occurring during military or official requisition, acts of war, violations of neutrality, acts of terrorism, revolutions, rebellions, uprisings and countermeasures taken against them or in the event of earthquakes, volcanic eruptions or changes in the structure of the atomic nucleus. Insurance cover is provided, however, if the insured persons can prove that the damage is not related to these events. In the event of civil commotion (acts of violence against persons or property during riotous assemblies, riots or commotions) and the measures taken against them, we shall be liable only if the insured persons took all appropriate precautions to prevent the damage;
- i accidents due to the failure of the public energy supply (in particular electricity, gas or water) if an area (or parts thereof) covering more than two political municipalities is affected by such an outage. This exclusion is applied per event;
- j accidents due to electromagnetic pulse events such as solar storms.

# 24 h CarAssistance Top

# A Basic cover

### A1 Insured vehicle

The vehicle (passenger car or delivery van requiring a category B driver's licence) specified in the vehicle subscription contract as well as the equipment, accessories, tools and replacement parts pertaining thereto are insured. Trailers towed or pushed by this vehicle are also insured.

### A2 Insured risks and benefits

If the insured vehicle is not usable due to breakdown, accident, theft or damage, we assume:

- 1 the costs of returning the vehicle to roadworthy condition at the site of the damage, including replacement parts normally carried by road traffic assistance vehicles (excluding acquisition costs of batteries);
- 2 the costs of towing to the nearest suitable garage;
- 3 transport costs for urgently needed replacement parts;
- 4 parking fees of up to CHF 1,000;
- 5 salvage costs of up to CHF 5,000;
- 6 a reimbursable advance of up to CHF 5,000 for urgent repairs to the vehicle while abroad. This advance must be repaid within 30 days of returning to Switzerland or the Principality of Liechtenstein.

If the damage cannot be remedied on the same day, we provide the following additional benefits for the driver and passengers:

- 7 the necessary additional costs for board and lodging in a middle-class hotel for up to seven days;
- 8 costs of public transportation for the onward or return trip to the persons' place of residence in Switzerland or in the Principality of Liechtenstein;
- 9 costs for return transportation of the insured vehicle (up to its present value) to the place of residence or partner garage of the subscriber of the vehicle if the vehicle is not operable or cannot be brought back by the driver or a passenger.
- 10 the cost of a hire/replacement vehicle of the same value while the insured vehicle is undergoing repairs. These benefits are limited to CHF 1,000.

If the driver of the vehicle is unable to continue driving due to a serious illness, serious pregnancy complications, serious injuries caused by an accident, or due to death, and if there is no other driver among the passengers, we assume the costs (up to the present value) of returning the car home.

# B General

# 1 Terminology

A breakdown is defined as technical defects, damaged tyres, lack of fuel, accidental refuelling with wrong fuel, dead batteries, loss or damage of vehicle keys and keys locked inside the vehicle.

This list is exhaustive.

## 2 General restrictions

#### Restrictions

- a If assistance is not requested via the number +41 31 389 81 10 of Mobi24 Ltd., benefits shall be restricted to CHF 500 per claim. This restriction is waived if a service request through Mobi24 Ltd. was not possible or reasonable.
- b Hire/replacement vehicles are normally only released on presentation of a credit card. The insured persons are responsible for ensuring that this requirement is met so that we can provide the benefits set out in section A2.

### 3 General exclusions

### The insurance does not include

a third party recourse claims;

- b damage occurring while taking part in races, rallies and similar competitions. All forms of driving on racecourses, race circuits and other locations used for similar purposes are excluded from the insurance cover. This applies in Switzerland and abroad;
- c losses due to non-availability of the vehicle when it is driven by a person who does not possess the required driver license or does not fulfil the legal requirements;
- d losses due to non-availability of the vehicle in consequence of a deliberate committing of or attempt to commit a crime or misdemeanour;
- e loss or damage due to the failure of the public energy supply (in particular electricity, gas or water) if an area (or parts thereof) covering more than two political municipalities is affected by such an outage. This exclusion is applied per event;
- f loss or damage due to electromagnetic pulse events such as solar storms.