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Simpego car insurance

General Terms and Conditions (T&Cs)

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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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A – General provisions

A.1 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, these General Terms and Conditions and any special conditions.

A.2 Geographical scope of application

- 1 The insurance cover is valid in Europe and the countries bordering the Mediterranean, excluding Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Iran, Israel, Kazakhstan, Kosovo, Lebanon, Libya, the Russian Federation, Syria and Ukraine.
- 2 The cover also applies during transport by sea if the place of departure and the destination fall within the geographical scope of application.
- 3 If the vehicle's most frequent location or the policyholder's place of residence or registered office is relocated abroad, the insurance cover expires at the end of the insurance year. The 24h assistance cover expires with immediate effect. If a foreign licence plate is obtained for the vehicle, the insurance cover expires immediately and in full. The Principality of Liechtenstein is considered equivalent to Switzerland. The insurance cover does not expire in cases where the vehicle's most frequent location is relocated abroad if the policyholder is a company.

A.3 Temporal scope of application

- 1 The start of the contract is defined in the insurance contract. The insurance is taken out for the duration of one year and is tacitly 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 (see Article A.4). The insurance covers damage occurring (property insurance) or caused (liability/accident insurance) during the term of the insurance contract.
- 2 Notice of contract termination must be received by the other party no later than one day before the end of the contract year. If the 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.
- 3 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.
- 4 Both parties can terminate the contract either in full or in part after the occurrence of indemnifiable damage. simpego must terminate the contract at the latest on payment of compensation, and the policyholder must terminate the contract at the latest four weeks after the payment of compensation. If the policyholder terminates the contract, simpego's liability will expire 14 days after it receives the notice of termination. If simpego terminates the contract, its liability will expire once four weeks have passed since the notice of termination was received by the policyholder.
- 5 If simpego has issued confirmation of cover, this shall apply as of the date on which the vehicle that is listed as insured was registered with the driver and vehicle licensing office in the name of the insurer simpego.

A.4 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.

A.5 Use of interchangeable licence plates

- 1 The insurance covers the vehicles that use the interchangeable licence plates.
- 2 With regard to the vehicle that does not have a licence plate, the insurance covers damage occurring on a road that is not a public road.
- 3 If both vehicles are used at the same time on public roads, the insurer has no obligation to pay benefits.

A.6 Replacement vehicle

If the competent authority approves a replacement vehicle in lieu of the insured vehicle, the insurance cover will be transferred to the replacement vehicle. If comprehensive insurance is in place for the vehicle covered by this insurance contract, the replaced vehicle will remain insured for the partially comprehensive events set out in Article C3.2.

A.7 Deposit of the licence plates (suspension)

If the licence plates are deposited, the contract is amended. Each of the changes listed below only applies if the cover in question is insured at the time the plates are deposited. If the vehicle concerned uses interchangeable licence plates, items 1 and 2 apply accordingly to the vehicle that has been taken off the road. If insurance for the full year has been agreed, item 4 applies.

- 1 **Comprehensive insurance and 24h assistance:** The comprehensive and 24h assistance cover remains included in areas that are not public traffic areas, as well as during transportation and towing in Switzerland and the Principality of Liechtenstein. This cover will be invoiced at a reduced premium for the period during which the licence plates are deposited.
- 2 **All other forms of cover:** All forms of cover except for comprehensive and 24h assistance remain in place on a premium-free basis in areas that are not public traffic areas in Switzerland and the Principality of Liechtenstein, but for no more than six months.
- 3 **Contract status:** If the insurance contract includes comprehensive or 24h assistance cover at the time the licence plates are deposited, the contract remains in force. If there is no comprehensive or 24h assistance cover in place at the time the licence plates are deposited, the contract will be cancelled.
- 4 **Insurance for the full year:** If the insurance contract contains the note "Deposit of licence plates with no premium refund" at the time the licence plates are deposited, no pro rata refund will be provided for the period during which the licence plates are deposited. If the deposited licence plates are not re-registered during a period of more than twelve months, the contract will be cancelled retroactively as of the date on which the licence plates are deposited and invoiced.

A.8 Future risks cover

If no insurance application has been submitted at the time the vehicle is registered, i.e. a quote has been calculated and an intention to purchase has been expressed, partially comprehensive and collision cover is provided for all vehicles up to and including the seventh operating year. A deductible of CHF 200 applies to partially comprehensive events and a deductible of CHF 1,000 to collision events. The compensation in the event of a total write-off corresponds to the fair value. The future risks cover is valid until the insurance application is submitted, but for a maximum period of 30 days.

A.9 Exclusions

The insurance does not cover:

- 1 claims and damage resulting from accidents during races, rallies or similar competitions based on speed, as well as from all scenarios in which the vehicle was driven on race tracks, circuits or traffic areas used for such purposes, also when participating in off-road training or competitions or in sports driving courses. Liability insurance cover is, however, provided if the event organiser has failed to take out the insurance required by law. Liability insurance cover is provided abroad if the injured party's claim is covered by Swiss or Liechtenstein law. Insurance cover is, however, provided for regularity races, including the associated practice runs, with an average speed of up to 50 km/h on public roads and race tracks, provided that the race track is included in the event as a whole as a subordinate leg. In addition, no cover is provided for driving training courses (e.g. Swerving courses, sports driving courses, etc.) on racing and training tracks or off the road, with the exception of



- driving training courses in Switzerland that are recommended by the Road Safety Fund (FVS).
- 2 damage associated with civil unrest (acts of violence against people or property by gangs or during violent demonstrations) unless the policyholder or driver can demonstrate to our satisfaction that they took all reasonable precautions to prevent the damage;
 - 3 damage caused by war-like events, violations of neutrality, revolution, rebellion and insurgency. Also for damage caused by terrorism (any threatened or actual act motivated by political, religious, ideological or similar interests) and the measures taken to control, prevent or suppress terrorist acts;
 - 4 damage caused by nuclear energy, including consequential damage. Liability insurance cover is, however, provided limited to the statutory minimum limit of indemnity;
 - 5 damage and claims asserted by drivers when the vehicle is used by drivers who are not in possession of the licence required by law or do not meet the corresponding requirements. Claims asserted by individuals for whom these shortcomings could have been identified had they paid due attention are also excluded;
 - 6 claims and damage relating to vehicles rented out for a fee, even if the vehicle was not rented out at the time the damage occurred.
 - 7 claims and damage resulting from the use of the vehicle for the professional commercial transportation of people and goods;
 - 8 claims and damage resulting from the use of the vehicle to transport hazardous goods within the meaning of Swiss/Liechtenstein road traffic legislation;
 - 9 claims and damage resulting from the use of the vehicle for journeys that are not approved by the authorities insofar as such approval is required for road safety reasons;

As far as liability insurance is concerned, while injured parties are entitled to assert claims, these will be recovered.

A.10 Change in risk

- 1 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 increases the risk for simpego, it is entitled to increase the premium accordingly for the remainder of the contractual term, make the continuation of the contract subject to additional conditions or terminate the contract, giving 30 days' notice, within 14 days of receiving the notification. 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.
- 2 Article A10.1 also applies accordingly if the information provided when the contract was taken out is not correct and simpego becomes aware of this.

A.11 Obligations in the event of a claim

- 1 The policyholder must report all damage events to simpego immediately, either online or by e-mail/post/telephone:
E-mail: claims@simpego.ch
Tel.: +41 58 521 11 11
Website: www.simpego.ch
- 2 The policyholder and the insured persons are obligated to take measures to prevent or reduce damage. No changes may be made to damaged objects without simpego's approval before the extent of the damage has been determined.
- 3 All of the information relating to the claim and all of the facts that may affect the assessment of the circumstances under which the damage occurred must be provided voluntarily, in a timely manner and in full, and must be correct in terms of content. This also applies to statements made to the police, the authorities, experts and medical professionals. If the insured person does not comply with these obligations, simpego can refuse to pay out the benefits. simpego can demand a written damage report. The claimant must prove the occurrence and extent of the damage. simpego is entitled to carry out all investigations and to collect information to help assess the extent of the damage. The required documents must be handed over to simpego.
- 4 In the event of accidents involving personal injury, the handling physician must be released from the duty of secrecy. An examination by a medical officer can be arranged, as can an autopsy in the event of death.

- 5 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, simpego can reduce or refuse to pay the benefits.
- 6 Repairs to the insured vehicle require the approval of simpego if the expected costs exceed CHF 500. In cases involving damage to a parked vehicle pursuant to Article C4.3 or C4.4, simpego must be informed without delay irrespective of the extent of the damage so that it definitely has the opportunity to inspect the damaged vehicle before any repair work is carried out.
- 7 In cases involving any damage due to theft, the matter must be reported to the local police station without delay.
- 8 In cases involving collision with an animal, the incident must be recorded by the responsible authorities (e.g. police, gamekeeper) or confirmed by the animal's owner.
- 9 In order to receive the benefits offered by 24h assistance, the assistance hotline must be informed immediately following the occurrence of damage.
- 10 simpego has the right to terminate all of the policyholder's car insurance contracts if a claimant or his or her representative knowingly fails to disclose the facts relating to a claim, or if he or she provides incorrect information or provides information too late.

A.12 Compensation due date

A compensation payment only becomes due once there are no doubts regarding the legitimization 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.

A.13 Assignment of claims

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

A.14 Premium

- 1 The premium is based on the selected scope of insurance and on the information provided by the policyholder regarding the insured persons and the vehicle. simpego must be informed immediately if any of this information changes. simpego has the right to adjust the contract 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 If payments are made by way of instalments, a surcharge must also be paid.
- 4 For the sake of the environment, a surcharge is levied for customer documents in paper format.
- 5 In the case of balances from premium statements, simpego does not demand payment for amounts below CHF 5 and does not pay out amounts less than CHF 1.
- 6 If the policyholder does not comply with the duty of payment, he or she will be prompted to make the payment. A fee of up to CHF 30 will be charged for the payment reminders. The policyholder will also be charged the costs incurred by simpego to remove licence plates.
- 7 Outstanding claims due from the policyholder can be deducted from claims payments. This does not apply if payment is made to an injured third party directly.

A.15 Place of jurisdiction

In the event of legal disputes, the policyholder or claimant can initiate legal proceedings either at simpego's registered office or at his or her registered office or residence in Switzerland. If the policyholder is resident in the Principality of Liechtenstein or if the insured interest is located in the Principality of Liechtenstein, Vaduz is the place of jurisdiction for any legal disputes.

A.16 Communication

All communication to simpego can be sent to simpego's headquarters. Communication to the policyholder is sent to the last known address in a legally valid manner. simpego must be informed of any changes of address.

A.17 Legal foundations

Otherwise, the provisions of the Swiss Federal Act on Insurance Policies (VVG) apply. For policyholders who reside or have their head office in the



Principality of Liechtenstein, the mandatory provisions of Liechtenstein law apply.

A.18 Sanctions

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

B – Liability insurance

B.1 Insured vehicles and persons

Cover is provided for all vehicles that are listed as insured in the insurance contract, their keepers, drivers and auxiliary persons. Towed and pushed vehicles and trailers attached to the insured vehicle are included in the scope of cover.

B.2 Insured risks

1 The insurance covers claims for damages brought against the insured persons on the basis of statutory liability provisions due to:

- 1 personal injury or death;
- 2 animal injury or death;
- 3 damage to, or destruction of, property, including the environment;

and namely in the following situations:

- 4 due to operation of the vehicle;
- 5 in traffic accidents caused by the vehicle when it is not in operation;
- 6 in connection with assistance provided after accidents involving the vehicle;
- 7 when getting in or out of the vehicle, when opening and closing movable parts of the vehicle and when attaching or detaching a trailer or vehicle. For motorbikes only: when getting on or off the vehicle.

2 If occurrence of insured damage is imminent due to an unforeseen event, the costs borne by an insured person to take appropriate measures to avert this risk are insured (damage prevention costs).

B.3 Insured benefits

- 1 simpego pays out benefits for justified and defends against unjustified claims for the insured person.
- 2 Benefits are limited to CHF 100 million per event, including any claim interest, lawyers' fees and court costs.
- 3 The benefits per insured event are additionally limited as follows:
 - 1 for damage caused by fire or explosion and for damage prevention costs, to CHF 10 million;
 - 2 for damage caused by nuclear energy, to the statutory minimum limit of indemnity.

B.4 Exclusions

The insurance does not cover claims:

- 1 of the keeper; claims arising from personal injuries that the keeper has suffered as a passenger are, however, insured;
- 2 of the keeper's spouse and/or registered partner (pursuant to the Federal Same-Sex Partnership Act), of the keeper's relatives in line of ascent or descent and of his/her siblings living in the same household as the keeper in cases involving physical loss or damage;
- 3 resulting from damage to the insured vehicle, the trailer, as well as from damage to the objects attached to, or transported using, these vehicles. claims for items carried by the injured party, namely luggage etc., are, however, insured;
- 4 of individuals who stole the vehicle or knew that it was stolen.

Liability is not insured (i.e. while injured parties can assert claims, these will be recovered):

- 5 of individuals who stole the vehicle and of drivers who knew that it was stolen (joyriding);

B.5 Ascertaining the damage

Any negotiations with injured parties are conducted by simpego on their behalf or as the representative of the insured person. If civil proceedings

are launched, the insured person will allow simpego to conduct these proceedings. The insured persons must not acknowledge any claims for compensation vis-à-vis injured parties or assign any claims under this contract. Settlement by simpego is binding for the insured persons.

B.6 Deductibles

- 1 The policyholder is responsible for paying the deductible specified in the insurance contract each time compensation is provided.
- 2 The date of the insured event is decisive in determining the deductible.
- 3 The agreed deductible does not apply:
 - 1 if simpego has to pay compensation without there being any fault whatsoever on the part of an insured person (pure causal liability);
 - 2 in cases involving joyriding if the keeper is not to blame for the theft of the vehicle.
- 4 If simpego has made compensation payments directly to the injured party, the policyholder must repay the amount up to the agreed deductible.

B.7 Recourse

simpego is entitled to demand from the policyholder or insured person partial or full repayment of benefits paid out if it has statutory or contractual grounds for doing so, as well as if compensation is to be paid under an international agreement (e.g. agreement on the international insurance card) or under foreign legislation governing compulsory insurance after the insurance has already expired.

C – Comprehensive insurance

C.1 Insured vehicles

All vehicles listed in the insurance contract as insured. Cover is also provided for equipment and accessories, as well as charging infrastructure (charging stations and charging accessories). Installations and mounts are included in the scope of cover for delivery vehicles provided that they are included in the listed catalogue price or are listed separately.

C.2 Equipment and accessories; installations and mounts; charging infrastructure

- 1 **Equipment and accessories:** Equipment and accessories refer to permanently fitted vehicle components (e.g. audio equipment) and items that are attached to the vehicle or are intended to be used exclusively with the vehicle. Equipment and accessories also include modifications to the vehicle (e.g. tuning), additional rims and tyres, load carriers and transport boxes, etc., irrespective of whether they were delivered along with the vehicle or were subsequently installed or purchased as additional features. Equipment and accessories do not include personal belongings that individuals take with them in the vehicle, any parts of protective clothing and other items of clothing, installations and mounts for delivery vehicles or loading infrastructure.
- 2 **Installations and mounts (for delivery vehicles only):** Installations and mounts are vehicle superstructures that are permanently fitted to the delivery vehicle (e.g. box-van body) and vehicle equipment intended to be used exclusively with the insured vehicle. Installations and mounts do not include the items transported therein.
- 3 **Charging infrastructure:** Charging infrastructure includes mobile charging stations, charging cables and adapters, and certified charging stations that are permanently installed in CH or FL, such as wallboxes and induction plates, which are in the policyholder's possession and are intended to be used exclusively with the insured vehicle.

C.3 Insured risks

Depending on the specific agreement, the insurance covers the following collision and partially comprehensive events:

- 1 **Collision:** Damage caused by a sudden, violent, mechanical, involuntary, external impact, e.g. due to collision, impact, crashing or overturning (also sinking into the soil, but only for motor vehicles and trailers with a total weight of up to 3.5 t). Scenarios involving twisting and bending of the chassis or the loading bridge when the vehicle tips over, or during loading and unloading, are considered equivalent to a collision.
- 2 **Partially comprehensive insurance**



- 1 **Fire:** Unintentional damage due to fire, lightning strike, explosion and short circuit, for charging stations pursuant to C.2.3 also due to an electrical surge, excess current or smoke. Attempts to extinguish the fire are also insured. Damage that can be traced back to an internal defect is not insured.
- 2 **Natural event:** Damage caused directly by rockslide or rockfall (falling onto the vehicle), landslide, high water levels, flooding, hail, storm (75 km/h or higher), snow pressure, avalanches; other natural events are not insured.
- 3 **Snowslide:** Damage caused by snow or ice falling on the vehicle.
- 4 **Theft:** Loss, destruction or damage caused by (attempted) theft, misappropriation or robbery; embezzlement and fraud are excluded. If the theft relates to accessories that are not permanently fitted to the vehicle and there is no evidence of robbery or burglary, the compensation is limited to a maximum of CHF 5,000.
- 5 **Collision with animals:** Damage caused by collision with animals that are not the animals of the insured persons in public traffic areas. No cover is provided for damage caused by swerving to avoid animals.
- 6 **Marten bites:** Damage and consequential damage caused by marten and rodent bites.
- 7 **Glass breakage Basis:** Breaks affecting the front, side, rear and roof windows made of glass or materials that serve as glass substitutes (e.g. plexiglass). No compensation is provided in the event of a total write-off or if the breakage is not repaired.
- 8 **Vandalism:** Wilful or malicious acts that involve breaking off the aerial, rear view mirror, windscreen wipers or ornamental elements; slashed tyres, saddlebags and seats; pouring harmful substances into the fuel or oil tank; slashing the convertible top; painting and spraying the vehicle with paint or other substances. Other damage caused by vandalism is excluded.
- 9 **Damage in connection with assistance:** Damage and soiling in the vehicle interior caused by individuals involved in an accident who receive assistance.
- 10 **Falling objects:** Damage resulting from crashing aircraft and spacecraft, or parts thereof, and emergency landings.

C.4 Additional cover options

Where listed in the insurance contract, the following are included in the scope of cover:

- 1 **Items that individuals take with them**
 - 1 **Passenger cars and delivery vehicles:** The personal belongings that the vehicle occupants take with them are stolen together with, or from, the locked vehicle or are damaged in a scenario involving insured damage to the vehicle.
 - 2 **Motorbikes:** The personal belongings that the driver and passenger take with them are stolen from a locked and secured container that is permanently installed on the vehicle or are damaged in a scenario involving insured damage to the vehicle.
 - 3 **Exclusions and compensation:** The insurance does not cover the following: money, credit cards, savings books, securities, including travellers' cheques, travel (season) tickets, certificates, animals, valuables, jewellery and precious metals, professional tools, as well as loss of and damage to data; in cases involving motorbikes, also all parts of protective clothing. simpego will pay for the repair work up to the agreed sum insured, or the amount to purchase a new item in the event of a total write-off.
- 2 **Glass breakage Plus:** Extension of the basis glass breakage cover set out in Article C.3.2.7 to include damage associated with the breakage of other vehicle components made of glass (including small glass components such as headlights, indicators, etc.). Materials that serve as glass substitutes are also insured. Light bulbs and light-emitting diodes (LEDs) are also insured if they are destroyed when the glass breaks. No compensation is provided in the event of a total write-off or if the breakage is not repaired.
- 3 **Parking damage Basis:** Damage to the parked vehicle worth up to CHF 2,000 caused by unknown individuals and vehicles. simpego will pay benefits for a maximum of two claims per calendar year, the decisive date being the date on which the claims notification is submitted. This applies irrespective of the number of insured

vehicles or the number of months for which the contract has been in force.

- 4 **Parking damage Plus:** Damage to the parked vehicle caused by unknown individuals and vehicles. simpego will pay benefits for a maximum of two claims per calendar year, the decisive date being the date on which the claims notification is submitted. This applies irrespective of the number of insured vehicles or the number of months for which the contract has been in force.
- 5 **Protective clothing:** The protective clothing worn by the driver and passenger is insured at the replacement value. Protective clothing refers to helmets, goggles, gloves, boots, protectors, motor bike leathers and protective suits. The cover applies to accidental damage claims in connection with the insured vehicle, provided that the accidental damage event is insured under the insurance contract. simpego will pay for the repair work up to the agreed sum insured, or the amount to purchase a new item in the event of a total write-off. In cases involving theft, the protective clothing must have been in a locked and secured container that is permanently installed on the motorbike. Helmet theft is also covered if the helmet was secured to the motorbike with a lock.

C.5 Insured benefits

simpego makes the following payments:

- 1 **Repair/total write-off:** for each insured event, the repair or total write-off, the fire brigade costs in the event of a vehicle fire, as well as the official fees for reports, confirmations and licences;
In an insured event, if 24h assistance is not included or if no benefits are paid out as part of this package, simpego will also pay:
- 2 **Recovery and towing:** recovery and towing to the nearest suitable workshop, return of the vehicle to its usual location and the customs duty;
- 3 **Rental vehicle:** If a rental vehicle is required and this can be substantiated accordingly, the costs for a rental vehicle in the same price category up to CHF 1,000 but for a maximum period of 14 days.

C.6 Exclusions

The insurance does not cover:

- 1 operational damage and damage caused by the cooling water freezing over;
- 2 military or official requisition of the vehicle;
- 3 damage caused by earthquakes, including consequential damage;
- 4 collisions and consequential damage that arises when the vehicle is driven by someone under the influence of alcohol or drugs. Being under the influence of alcohol is defined as a blood alcohol concentration of 1.5% or more, a mean value or 0.8 milligrams of alcohol per litre of exhaled air when tested in a conclusive breathalyser test. If both samples are taken, the blood alcohol concentration applies;
- 5 loss in value, reduced performance or usability, as well as reduced sales proceeds, also in cases involving vehicles that have been retrieved;
- 6 damage for which claims vis-à-vis the manufacturer or warranty claims can be asserted and damage caused by repair, maintenance or assembly companies;
- 7 tipper damage to commercial vehicles caused by wear and tear, poor maintenance or evident design defects;
- 8 damage caused by items (e.g. cargo) transported using the vehicle, unless the damage can be traced back to an insured accidental damage event;
- 9 consequential damage (e.g. to the building or the vehicle) in connection with the charging infrastructure pursuant to C.2.3. Also damage to the charging infrastructure itself if it was not installed professionally.

C.7 Ascertaining the damage

- 1 **Partial loss**
 - 1 If the vehicle is not a total write-off, simpego will pay for the repair work.
 - 2 If the total of the repair costs and the residual value of the vehicle reach or exceed its fair value, simpego can agree with the policyholder to pay out the fair value.



- 2 Total write-off: If the repair costs exceed 65% of the replacement value in the first and second years of operation, and exceed the fair value in the years of operation that follow, this is referred to as a total write-off. simpego will pay out benefits based on the compensation table below:

Year of operation	Compensation as a % of the replacement value
1. & 2.	100
3.	90 - 80
4.	80 - 70
5.	70 - 60
6.	60 - 50
7.	50 - 45
8 and more	Fair value plus 10% of the replacement value

- 3 **Total write-off in cases involving theft:** In cases involving theft, the vehicle is considered to be a total write-off if it is not recovered within 30 days of simpego being notified of the theft. If the vehicle is found again after the 30-day period, the ownership rights pass to simpego by way of amendment to Article C8.5.

C.8 Compensation guidelines

- 1 **Purchase price and compensation:** If the compensation calculated exceeds the price the insured person paid for the vehicle, simpego will pay out the purchase price, but at least the fair value at the time of the damage and no more than the replacement value at the time of purchase. In cases involving leased vehicles, compensation is limited to the book value (value in the leasing company's records at the time the damage occurred, excluding interest loss and fees). Any deductible will be deducted from this amount.
- 2 **Equipment, accessories, installations and mounts, charging infrastructure:** If only equipment, accessories, installations and mounts, or charging infrastructure is/are damaged in a damage event, Articles C7.1 and C7.2 apply accordingly to the damaged component and not to the entire vehicle. In cases involving charging infrastructure pursuant to C2.3, compensation is paid out on a subsidiary basis, i.e. compensation is only provided for the part of the damage that no other insurance covers, or would have had to cover had the compulsory insurance requirement been met (e.g. buildings insurance).
- 3 **Repairs:** simpego bears the costs of proper repair work. As part of the statutory duty to mitigate damages, the most cost-effective repair method will be used. If the condition of the vehicle is improved as a result of the repair, the policyholder will bear a share of the costs determined by the vehicle expert. In cases involving disagreement as to the repair workshop's cost estimate, simpego is entitled to recommend another workshop and to pay out the costs estimated by its expert, discharging its obligations, if the policyholder does not follow this recommendation.
- 4 **Pre-existing damage:** If damage already exists prior to the occurrence of the compensable damage, the compensation to be paid by simpego is limited to the extent of the repair costs for this damage. If the repair costs are increased due to poor maintenance, wear and tear or pre-existing damage, the policyholder will bear a share of the costs determined by the vehicle expert.
- 5 **Property rights:** In the event of a total write-off or compensation for a partial loss in accordance with Article C7.1.2, the ownership rights to the vehicle or item concerned remain with the policyholder when the compensation is paid. The value of the unrepaired vehicle (residual vehicle value) will be deducted from the compensation in the event of a total write-off. Exception: Compensation in accordance with Article C.7.3, total write-off in cases involving theft. If the vehicle or item becomes valueless after a damage event and if proven costs are incurred for its disposal, these costs are also covered.
- 6 **VAT:** Damage payments to taxpayers who deduct input tax are made without VAT. Damage payments made on the basis of the expected repair cost calculation do not include any VAT.

C.9 Deductibles

- 1 The deductible entered in the insurance contract applies.
- 2 The date of the insured event is decisive in determining the deductible.

- 3 If breakages are repaired by a repair workshop arranged by simpego not by replacing but rather by repairing the windscreen, the contractually agreed deductible does not apply.
- 4 The deductible does not apply if simpego only provides compensation corresponding to the difference between the fair value and the fair value supplement.

C.10 Term definitions

- 1 **Year of operation:** The period spanning twelve months in each case, calculated for the first time from the date on which the vehicle is first registered. Fractions of a year will be counted accordingly.
- 2 **Replacement value:** The replacement value is the catalogue price for the vehicle, as well as the equipment, accessories, charging infrastructure, and installations and mounts. In cases involving items that individuals take with them and protective clothing, the replacement value is the amount required to purchase new items at the time of the damage event.
- 3 **Fair value:** Value of the vehicle including equipment, accessories and installations and mounts, or value of the charging infrastructure at the time of the insured event, taking into account the replacement value, mileage, operating time, market situation and condition. The valuation guidelines of the Swiss association of independent motor claims assessors (VFFS) apply.

D – Accident insurance

D.1 Insured vehicles and persons

Cover is provided for all vehicles listed in the insurance contract as insured, the group of people entered in the insurance contract and individuals who provide first aid to the vehicle occupants voluntarily and free of charge at the scene of the accident.

D.2 Insured risks

The insurance covers accidents that occur while using the vehicle, getting in or out of the vehicle, when carrying out handling operations required when on the road, and when providing roadside assistance while on the road.

D.3 Definition of accidents involving persons

Any damage to health that is involuntarily sustained by the insured person as a result of the impact of a sudden, violent external event.

The following list of physical injuries are also considered accidents even without any extraordinary external effect, and provided that they are not clearly the result of a disease or degeneration:

- Fractures, joint dislocations, meniscus tears, muscle tears, pulled muscles, tendon tears, ligament lesions, eardrum injuries;
- Damage to health due to the involuntary inhalation of gases or vapours and the accidental intake of toxic or substances;
- Frostbite, heatstroke, sunstroke, drowning and damage to health through ultraviolet rays, with the exception of sunburn.

D.4 Insured benefits

simpego pays out the benefits listed in the insurance contract as follows:

1 Daily allowance

- In cases involving incapacity for work, simpego pays out the agreed daily allowance per accident for the duration of medical treatment and the period spent at a convalescence centre within the meaning of Article D4.2.2. Double the daily allowance is paid during the required hospitalisation period. The payment will be made for a maximum period of five years. The daily allowance is paid in proportion to the degree of incapacity for work and also for Sundays and public holidays.
- The payments start when the incapacity for work is certified by a doctor, but at the earliest three days before medical treatment starts. No compensation will be paid for the day of the accident and the waiting period. The waiting period starts on the first day of incapacity for work as certified by a doctor, but at the earliest three days before medical treatment starts.
- Payments end when the degree of invalidity is determined, at the latest when the lump-sum invalidity benefit is paid out.
- Individuals aged under 16 do not receive any daily allowance.

2 Treatment costs



- 1 **Basic principle:** Costs are assumed for a maximum period of five years, calculated starting on the date of the accident. No compensation is paid to the extent that the costs are covered by the statutory accident insurance (UVG), health insurance (KVG), federal invalidity insurance (IV), federal military insurance (MV) or supplementary insurance (in accordance with the Swiss Insurance Policies Act (VVG)).
- 2 **Treatment:** The necessary expenses for curative treatment measures performed or prescribed by a registered doctor or dentist, as well as hospital costs (private ward) and expenses for treatment, accommodation and meals for treatment at a convalescence centre provided with simpego's consent. Also the costs of treatment provided by state-registered chiropractors.
- 3 **Nursing care provided at home, aids**
 - a) Expenses for the medically prescribed services for nursing care provided at home by qualified nursing staff. This includes carers deployed by nursing care associations and home care organisations, but not domestic helpers who are not responsible for providing nursing care.
 - b) Expenses for accident-related aids to compensate for physical damage or loss of function (e.g. prosthetic devices), as well as expenses for other necessary aids and items. No payment is made for the costs for mechanical mobility devices or for the construction, modification, rental or maintenance of properties.
 - c) Additional costs (accommodation, meals) incurred when a parent, family member or relative of an injured child accompanies him/her during an inpatient stay in hospital (rooming-in). simpego pays the costs charged by the hospital up to a maximum of CHF 100 per day.
 - d) Cosmetic surgery following an injury caused by an accident up to a maximum amount of CHF 10,000.
- 4 **Physical loss or damage**
 - a) Costs for damage to items that replace a body part or a bodily function. Compensation can only be claimed for glasses, contact lenses, hearing aids and dentures if the individual concerned has a health impairment requiring treatment.
 - b) Expenses to repair or replace (replacement price) clothes damaged or destroyed in an accident. This does not include any parts of protective clothing.
- 5 **Travel, transportation and rescue costs for:**
 - a) necessary rescue and recovery measures;
 - b) necessary transportation;
 - c) searches up to CHF 10,000;
 - d) Repatriation of an individual killed in an accident to his/her previous place of residence (including costs for formalities at the border) up to CHF 15,000
- 3 **Invalidity**
 - 1 If the accident results in permanent invalidity, the invalidity capital is calculated based on the degree of invalidity and the agreed sum insured.
 - 2 The provisions on the assessment of the loss of bodily functions of the Federal Accident Insurance Act/Ordinance (UVG/UVV) apply when assessing the degree of invalidity.
 - 3 Any aggravation of the consequences of the accident due to pre-existing physical problems does not give rise to an entitlement to higher invalidity compensation than if the accident had affected someone who was entirely able-bodied. If the part of the body affected by the accident had already been lost, or had already lost its function, in full or in part prior to the accident, then the pre-existing degree of invalidity will be deducted when determining the degree of invalidity.
 - 4 Compensation will only be provided for psychological or nervous disorders if they were caused by an insured event.
 - 5 The degree of invalidity will be determined no later than five years after the accident. No invalidity compensation is due for as long as a daily allowance is still being paid.

- 6 In cases in which the accident results in severe disfigurement (e.g. scars) for which no invalidity compensation is owed within this context, simpego will pay out 5% of the sum insured in cases involving disfigurement of the face and half of this amount in cases involving disfigurement of another part of the body.

4 Death

- 1 If the accident results in the death of the insured person, simpego pays out the agreed sum; the invalidity compensation already paid out for the same accident will be deducted.
- 2 For persons under 16 years of age, the death benefit is CHF 10,000.
- 3 The death benefit is paid out in accordance with the statutory heirship.
- 4 In the event of the death of an insured person who was the carer for one or more minors, simpego will pay double the insured amount. If the insured person has also left behind a spouse in addition to these persons, half of this amount will be paid to the spouse and half to the minors.
- 5 **Lump-sum training benefit:** If death or invalidity are insured: In the event of the death or total invalidity of someone who is a carer for minors, simpego will pay out a lump-sum training benefit of CHF 30,000 per person. This provision also applies to individuals aged 18 or over who are not in gainful employment and are still in training up until their 25th birthday.
- 6 **Travelling pets:** If a pet that is being carried in the vehicle is injured, simpego will pay for treatment up to CHF 2,500 per animal and up to a maximum of CHF 5,000 per event. Pets transported in trailers are excluded.

D.5 Exclusions

The insurance does not cover accidents or damage to health in the following cases:

- 1 as a result of earthquakes in Switzerland or the Principality of Liechtenstein;
- 2 during military or official requisition;
- 3 where such damage is sustained by insured persons when personally intentionally committing crimes, offences or assaults or the attempt to commit the same;
- 4 where such damage is a result of treatment or examination measures (e.g. surgical procedures, injections, irradiation);
- 5 where such damage is sustained by persons stealing the vehicle;

Reduced benefits for overcrowded vehicles:

- 6 The benefits are divided by the number of people using the vehicle at the time of the accident and are then multiplied by the number of seats based on the vehicle registration document.

D.6 Final provisions

The benefits (with the exception of treatment costs) will not be offset against liability and recourse claims unless the keeper or driver has to pay for them him/herself, either in full or in part.

E – Gross negligence protection

E.1 Insured vehicles and persons

Cover is provided for all vehicles that are listed as insured in the insurance contract, their keepers, drivers, other occupants and auxiliary persons.

E.2 Insured benefits

The following applies where listed in the insurance contract:

- 1 In liability, comprehensive and accident insurance, simpego waives its legally assigned right of recourse and right of reduction if the insured event is caused by gross negligence.

E.3 Exclusions

The insurance does not cover:

- 1 scenarios in which the driver caused the insured event while drunk or unfit to drive, under the influence of drugs or as a result of medication abuse;
- 2 incidents caused by a particularly blatant disregard for the speed limit, reckless overtaking or participation in an unauthorised motor vehicle race in accordance with Article 90 (3) RTA.



F – 24h assistance

F.1 Insured vehicles and persons

Cover is provided for all vehicles that are listed as insured in the insurance contract and their occupants. Attached trailers and mobile homes are included in the scope of cover.

F.2 Insured risks

simpego provides assistance, organises mobility for the vehicle occupants and assumes responsibility for dealing with the vehicle if it becomes unroadworthy or unusable due to a breakdown, vehicle accident or an accidental damage event, or if the driver is unavailable while on the road due to illness, accident or death and no other fellow traveller is able to drive the vehicle back.

F.3 Definition of breakdown and vehicle accident

- Breakdown:** A breakdown refers to any sudden, unforeseen failure of the vehicle listed in the insurance contract as insured as a result of a technical defect that makes it impossible or illegal to continue with the trip. Tyre problems, insufficient fuel, use of the wrong fuel, an empty battery, or scenarios where the vehicle keys are locked in the vehicle are considered equivalent to a breakdown.
- Vehicle accident:** A vehicle accident refers to damage to the vehicle listed in the insurance contract as insured due to a sudden, violent, mechanical, involuntary, external impact that makes it impossible or illegal to continue with the trip. This includes in particular events due to impact, collision, overturning, crashing, sinking or being submerged.

F.4 Insured benefits

If the Basis assistance package has been included at the very least, the following is insured:

- Breakdown assistance/towing/recovery:** simpego organises and pays for breakdown assistance at the site of the event or the towing of the vehicle to:
Basis: the nearest suitable repair workshop.
Plus: a chosen garage.
The costs of repair, spare parts, scrapping and the removal and disposal of fuel are not included in the scope of cover. The costs of recovery after an accident (returning the vehicle to the road) are included in the scope of cover.
- Accommodation and meals:** If the vehicle cannot be repaired on the same day or if, in cases involving theft, it is not possible for the individuals concerned to return home or continue their journey on the same day, simpego will organise and pay for accommodation and meals up to CHF 150 per vehicle occupant in Switzerland or the Principality of Liechtenstein, or for accommodation and meals up to CHF 150 per vehicle occupant abroad, up to a total of CHF 1,200 per event.
- Ensuring mobility including return travel:** If the vehicle has been stolen or cannot be repaired on the same day (or cannot be repaired within 48 hours abroad) in a suitable garage, simpego will organise and pay the costs of return travel and mobility while the insured vehicle is being repaired, but for a maximum period of 14 days. The benefits are limited to:
Basis: up to CHF 1'500
Plus: up to CHF 4'000
If the insured person requests an equivalent **replacement/rental vehicle** to ensure mobility and/or return travel, the following additional restrictions apply:
 - possession of a credit card is required to pay possible deposits (fines, etc.).
 - a replacement/rental vehicle can only be made available if this is the option that makes the most sense for both parties, from a cost-effectiveness perspective, to ensure mobility and/or return travel.
 - In cases involving motorbikes and delivery vehicles, a car will also be considered an equivalent substitute if no vehicle in this category is available. Alternatively, simpego will assume the rental costs for an equivalent replacement vehicle rented by the policyholder himself/herself following consultation with the Assistance Centre, within the limits of the sum insured.
- Return transportation of the vehicle:** Return transportation of the vehicle that is no longer roadworthy or retrieved vehicle to a

suitable repair workshop in the place where the policyholder is based or resident. Transportation costs will only be assumed if they are lower than the vehicle's fair value after the event. Otherwise, simpego will arrange for the vehicle's disposal and pay any customs duties abroad.

- Return by an organised chauffeur:** If the driver falls ill, is injured or dies and no other passenger is able to drive the vehicle back, simpego will organise and pay for a chauffeur to drive the other passengers and the vehicle back to the place where the policyholder is based or resident.
- Return of roadworthy trailers and mobile homes:** If the insured vehicle becomes unroadworthy or unusable due to an accidental damage event, breakdown or traffic accident, simpego will organise and pay for the return of intact trailers attached to this vehicle back to the place where the policyholder is based or resident. Mobile homes attached to the vehicle are also considered trailers. On request, simpego will arrange for disposal and pay any customs duties abroad.
- Delivery of spare parts abroad:** If the nearest suitable garage cannot obtain the necessary spare parts, simpego will organise and pay for their delivery. The costs for the spare parts are not insured.
- Notification service:** If the Assistance Centre has organised measures in accordance with Articles F4.2 to F4.5, the Assistance Centre will, at the request of the insured person, notify the latter's relatives and employer of the situation and the measures taken.

F.5 Exclusions

The insurance does not cover:

- scenarios in which the Assistance Centre has not approved the benefits pursuant to Article F4 in advance, subject to Article F5.9;
- the benefits pursuant to Articles F4.2 to F4.7 if the breakdown assistance was not organised by the Assistance Centre or if insured persons drove the vehicle to a repair workshop/garage themselves following a breakdown without the Assistance Centre's consent;
- scenarios in which, when the event occurred, the vehicle was in a condition that does not comply with the applicable provision of the road traffic regulations or if maintenance work recommended by the manufacturer had not been carried out;
- damage caused by foreseeable natural disasters;
- scenarios in which the vehicle driver was under the influence of alcohol, drugs or medication when the event occurred. Being under the influence of alcohol is defined as a blood alcohol concentration of 1.5‰ or more, a mean value or 0.8 milligrams of alcohol per litre of exhaled air when tested in a conclusive breathalyser test. If both samples are taken, the blood alcohol concentration applies;
- breakdowns and accidents that occur on journeys that are not approved by the authorities insofar as such approval is required for road safety reasons;
- breakdowns and accidents caused by the intentional commission of crimes or offences or the attempt to commit the same;
- benefits in connection with the cargo.

Benefit restriction:

- Where insured persons organise breakdown assistance themselves (exception: if the police organise the breakdown service themselves as a result of an accident or if the insured person is unable to inform the Assistance Centre for medical reasons), benefits are limited to a maximum of 50% of the costs incurred, but to a maximum total of CHF 500 per event.

F.6 Exclusion of liability

simpego is not liable for damage resulting from third-party services organised in accordance with Article F4, for any damage to items, goods or animals carried in the vehicle, or for any subsequent costs.