



General Insurance Conditions (GIC)

CAR FOR YOU guarantee

Version 08.2020

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Key points at a glance

We would like to give you an overview of the most important features of our insurance coverage.

Intermediary's obligation to provide information under Art. 45 of the Insurance Supervision Act (ISA)

CAR FOR YOU AG, Badenerstrasse 567, 8048 Zurich (hereinafter referred to as "CAR FOR YOU") acts as an intermediary for the above-mentioned insurance product in partnership with AXA Insurance Ltd. (hereinafter referred to as "AXA") which has its head office in Winterthur. It has concluded a brokerage agreement with AXA and receives no compensation for its brokerage activities. AXA is liable for any errors, negligence or incorrect information in connection with this insurance. The data necessary for concluding and processing this insurance is made available to AXA, which owns the data sets in question. Your data will be treated in accordance with the principles of Swiss data protection legislation. Arrangements or assurances on the part of CAR FOR YOU are binding on AXA only if AXA confirms them in writing.

What is the contractual basis?

Your confirmation of insurance and the associated General Insurance Conditions (GIC) form the basis for your insurance coverage.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd., General-Guisan-Strasse 40, 8401 Winterthur, a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is the policyholder?

An insurance policy has been concluded between AXA and CAR FOR YOU to which the insured may accede. The policyholder is CAR FOR YOU.

Who is insured?

Persons residing in Switzerland who purchase a second-hand vehicle (hereinafter referred to as "vehicle") via the online platform "CAR FOR YOU" and who accede to the insurance policy (hereinafter referred to as the "insured person"). Insured persons will receive a certificate of insurance along with these GIC.

What is insured?

The insurance covers the vehicle defined in the certificate of insurance coverage (GIC B1).

Which event is insured and what benefits will AXA pay?

The insurance covers the occurrence of defects in the vehicle during the term of the policy (GIC B2). If the insured event occurs, the insured person has the right to hand the vehicle over to AXA at the return price (GIC B3). The return price is equal to the purchase price of the vehicle (GIC B4).

What are the insured person's main obligations?

The loss will be deemed to have occurred if the vehicle develops defects during the term of the policy.

The insured person must notify AXA of the loss within 10 days of discovering the defect by sending an email to sorglos@axa.ch GIC (C1). If the insured person fails to report the loss, AXA's obligation to indemnify will not apply.

When does the insurance begin and end?

Insurance coverage commences on the date on which the vehicle is registered and is valid for a period of 30 days. It ends automatically on expiry of the term and cannot be extended (GIC A2).

What data does AXA process?

You will find information about the use of your data under "Data protection" (GIC D).

General Insurance Conditions (GIC)

Part A

General conditions of insurance coverage

A1 Accession to the insurance policy

Accession to the insurance policy is only available to persons purchasing a vehicle via the online platform "CAR FOR YOU".

A3 Premium

The insured person does not have to pay a premium for the entire insurance period. The premium is paid by CAR FOR YOU.

A2 Duration of insurance coverage

The insurance coverage begins on the vehicle's registration date and is valid for a period of 30 days. The registration date is the date on which the vehicle is registered with the relevant driver and vehicle licensing office. There must be no more than seven working days between the purchase date and the registration date. The purchase date is the date on which the purchaser signed the purchase contract for the vehicle. It ends automatically on expiry of the term and cannot be extended. It will end early in the event of a change of vehicle owner – e.g. if the vehicle is resold.

A4 Applicable law and place of jurisdiction

The insurance contract is subject to Swiss substantive law. The ordinary courts have jurisdiction over disputes arising from this insurance contract in accordance with the Swiss Code of Civil Procedure.

Part B

Scope of coverage

B1 Insured property

The insurance covers the vehicle defined in the confirmation of insurance coverage.

B2 Insured event

The insurance covers the occurrence of defects in the vehicle during the term of the insurance coverage which give rise to, or could give rise to, repair costs. Repair costs are defined as expenses for labor and materials incurred in connection with the rectification of defects in the insured vehicle.

The following are not defined as defects:

- Defects already known to exist prior to the conclusion of the CAR FOR YOU guarantee
- Defects caused by carelessness in the operation and handling of the car (e.g. lack of engine oil, mixing up gasoline and diesel, failure to have the vehicle serviced)
- Defects and wear and tear resulting from use of the vehicle (e.g. brake discs, tires and rims, cosmetic defects, bodywork and paintwork)
- Collision damage
- Return of vehicle to the garage

B3 Benefits

If the insured event occurs, the insured person has the right to transfer ownership of the vehicle to AXA at the return price ("Right to return").

B4 Return price

The return price is equal to the purchase price of the vehicle. The maximum purchase price paid out is the price stipulated in the purchase agreement.

B5 Territorial validity

In order for the right of return to be exercised, the vehicle must be registered and based in Switzerland.

Part C Claims

C1 Occurrence and notification of claims

The loss will be deemed to have occurred if the vehicle develops defects during the term of the insurance coverage which give rise to, or could give rise to, repair costs. The insured person must notify AXA of the loss within 10 days of discovering the defect by sending an email to sorglos@axa.ch. Invoice documents for repairs already carried out must be attached to the claim, along with cost estimates prepared in Switzerland for repairs that have yet to be completed.

C2 Verification of entitlement to benefits

Once the claim has been received, AXA will examine the entitlement to benefits. If such entitlement is confirmed, AXA will determine the return price pursuant to GIC B4 and will notify the insured person. The insured person will then have 5 days within which to decide whether he or she wishes to exercise his or her right to return the vehicle. The vehicle will be collected by AXA. The date and time will be agreed with the insured person.

C3 Due date for benefits

Payment of the return price will take place within 10 days. Under the following circumstances, AXA's obligation to pay will be deferred:

- If the insured person fails to provide payment instructions or provides incorrect payment instructions;
- If there are doubts regarding the insured person's entitlement to receive the payment;
- If a police or criminal investigation is being conducted into the claim or into the purchase of the vehicle and the case is still pending.

C4 Duty to exercise due care

The insured person must exercise due care and take such measures as the circumstances require to protect the insured property. He or she must ensure that the insured vehicle is maintained and if possible that the damage is mitigated. Any instructions from AXA in this connection must be followed.

C5 Reduction or withdrawal of benefits

If the insured person culpably contravenes legal requirements, regulations or obligations in the context of these GIC, the entitlement to benefits may be reduced or forfeited altogether. If the insured person can prove that his or her conduct did not affect the size of the claim, the benefits will be not be reduced or forfeited.

Part D

Data protection

D1 General

If the customer decides to take out this insurance, AXA will receive the customer data electronically via the on-line platform “CAR FOR YOU”. The insurance policy cannot be concluded or put into effect and claims cannot be dealt with without processing personal data. The data received will be treated confidentially and data processing will be carried out in compliance with legal requirements – in particular in compliance with data protection rules and the Swiss Insurance Policies Act.

D2 Data categories

The following data categories are involved in processing:

- Customer data: name, date of birth, address, gender, email, telephone number, stored electronically in customer files.
- Policy data: start of coverage and duration of policy, vehicle data (make, type, purchase price, date of first registration, vehicle identification number and insured risks and benefits, etc.), stored in policy management systems such as physical policy files and electronic risk databases.
- Payment data: receipt dates of premiums, outstanding premiums, reminders, credit balances, etc. stored in collection databases.

D3 Purpose of the data processing

The data received will be processed primarily for policy management and the settlement of claims. In addition, AXA requires the above-mentioned data for the following purposes:

- Data may also be passed on for the purpose of detecting, preventing and combating insurance fraud, money laundering and the financing of terrorism. Vehicle data can be exchanged with the central database of affiliated insurance companies (CarClaims-Info) in the event of a claim.
- AXA has the right to request relevant data from external providers in order to assess the customer's creditworthiness.
- AXA is entitled to use the data received for statistical surveys or for internal data analysis. These surveys and data analyses may relate to a variety of issues, such as continuous improvement of products and services and contract processing.

- AXA is entitled to use the data received for direct marketing purposes. This term includes promotions and personalized advertising by AXA and its affiliates with head offices in Switzerland. This personal data is used to improve knowledge of customers – or prospective customers – so that they can be provided with information on activities, products and services, and can be sent offers. Policyholders who do not wish to receive advertising materials can specify this accordingly by calling 0800 809 809 (AXA 24-hour hotline).

D4 Data exchanges

AXA and CAR FOR YOU regularly synchronize their data to ensure that the information they hold is accurate. The data are transmitted securely using TLS encryption. Only customer and vehicle data that are already known are transmitted (see D2 Data categories). AXA is also authorized to exchange data required for policy management and claims handling with third parties involved – in particular with authorities, lawyers and external experts. Information may also be passed on to other liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

In all other respects AXA only transmits personal data to third parties on condition that this serves one of the above-mentioned purposes or is necessary in connection with the processing of an order. Personal data are only transmitted to recipients outside Switzerland if the third country has been recognized as meeting adequate data protection standards or if adequate data protection guarantees exist – such as the AXA Group's binding internal data protection rules, standard contractual clauses and the Swiss-US Privacy Shield.

D5 Duration of data storage

AXA retains the personal data received throughout the duration of the contractual relationship or claims settlement process, in accordance with statutory retention periods. After that, the retention period is up to ten years and may be extended if legal claims are asserted, exercised or defended. Once the defined retention period has elapsed personal data will be deleted.



Want to file a claim?

It's easy and fast – notify us of your claim online at:

www.axa.ch/report-claim

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