

Smile Direct Assistance (if agreed in the contract)

A.1 Insured Vehicles and Persons

Insured are the vehicle users and the vehicles listed in the policy with a total weight of up to 3500 kg, as well as the trailers towed by the insured vehicle.

A.2 Insured Risks and Damages

If the insured vehicle is unroadworthy or there is an insured liability, casco, or accident event, we provide the following services:

A.2.1 Breakdown Assistance, Towing Costs, and Vehicle Recovery

a) **Breakdown Assistance and Towing Costs:** We organize and pay for breakdown assistance up to CHF 1500, including the spare parts required to restore roadworthiness at the site of the damage, and towing to the nearest suitable garage or a location suitable for stationing. Spare parts are only those usually carried by breakdown assistance vehicles. Fuel and vehicle batteries are not insured. A breakdown is defined as technical defects, damaged tires, lack of fuel, inability to maneuver due to winter road conditions, discharged batteries, locked vehicle keys, and loss or damage of the same.

b) **Recovery Costs:** The return of the vehicle and the trailer towed by it to the road is insured up to CHF 1500.

A.2.2 Return Costs and Customs Duties

We organize and pay for the return costs and customs duties of the unroadworthy vehicle to your place of residence:

a) Up to CHF 1500 in Switzerland; b) Up to CHF 3000 abroad;

if the vehicle:

a) Cannot be repaired within 24 hours (Switzerland) or within 5 working days (abroad) based on an expert opinion;

b) Is found after theft within 30 days of receiving the written damage report.

If the return transport costs in the event of damage abroad exceed the current value of the undamaged vehicle at the time of the damage, only the customs costs will be covered.

A.2.3 Accommodation of Insured Persons

If the vehicle cannot be repaired on the same day or in case of theft, if the return or onward journey cannot be made on the same day, we organize and pay for accommodation costs up to a total of CHF 1500 for all insured persons.

A.2.4 Travel Costs

We organize and pay up to CHF 1500 per insured person for the return or onward journey if the vehicle:

a) Cannot be repaired on the same day in Switzerland; b) Cannot be repaired within 5 working days abroad.

The return of the insured persons and the roadworthy vehicle to your place of residence by a chauffeur is insured if the driver is ill, injured, or dies, and no other fellow traveler can return the vehicle. Choice of transport (principle of public transport):

a) In Switzerland: Train ticket; b) Abroad: Train ticket or economy class flight ticket.

If the journey is made by taxi or rental car, the compensation is limited to the costs of the aforementioned public transport.

A.2.5 Rental Car Costs

If the repair of the insured vehicle cannot be carried out within 24 hours, we cover the usual rental price of an equivalent replacement vehicle up to a maximum of CHF 1500 for the period of vehicle downtime during the repair and in addition to the onward and return travel costs. In case of theft abroad, we reimburse the usual rental price of an equivalent replacement vehicle up to a maximum of CHF 1500 for the planned stay abroad and in addition to the onward and return travel costs.

A.2.6 Shipping Costs

If the necessary spare parts cannot be procured in the nearest suitable garage after the event, we organize and pay for immediate delivery if possible. The cost of spare parts is not insured.

A.2.7 Other Costs

We cover the following costs:

a) Costs for phone calls made by the insured persons to reorganize due to the vehicle's unroadworthiness or an insured event up to CHF 50; b) Parking fees up to CHF 500.

A.2.8 Repayable Cost Advance

We provide a repayable cost advance of up to CHF 2000 for extraordinary events abroad (e.g., high repair bills).

A.3 Uninsured Risks and Damages

In addition to the common exclusions (Art. G.10), the following are not insured:

a) Claims for recourse and compensation by third parties, as well as benefits that are only advanced by other providers; b) Damage due to embezzlement, fraud, or unlawful appropriation; c) Costs related to service or warranty work; d) Material and further repair costs, as far as they are not mentioned under Art. A.2.

VCS – Breakdown Assistance CH/FL

1. Who can purchase the insurance?

A VCS member who has a civil residence in Switzerland or the Principality of Liechtenstein can purchase the VCS Breakdown Assistance CH/FL.

2. Insured Vehicles The insurance covers:

a) Vehicles (passenger cars, motorhomes, motorcycles) up to a total weight of 3500 kg and up to 9 seats, as well as electric and solar-powered vehicles and special vehicles for the disabled, provided their license plate number is listed on the insurance certificate. Trailers (including caravans, camping trailers, etc.) are also insured. All vehicles must be legally approved for road use. If an insured vehicle is not operational, the insurance extends to a replacement vehicle used in its place.

b) Third-party vehicles, if they are used occasionally by the insured VCS member or if the insured VCS member does not own a vehicle, and a "P" is noted on the insurance certificate instead of a license plate number. A second car in the same household does not count as a third-party vehicle. Vehicles with more than 9 seats can be insured at double the rate.

3. Insured Persons The insured includes: a) The person listed on the insurance certificate; b) All persons authorized by the insured VCS member to use the insured vehicles; c) All occupants of the insured vehicle as per section 8 B.

4. Geographical Scope The insurance is valid in Switzerland and the Principality of Liechtenstein.

5. Definition of Terms A. Breakdown: A breakdown is defined as a sudden and unforeseen failure of the vehicle, which makes further travel impossible. If the vehicle reaches a garage on its own power, it is not considered a breakdown under these benefits. Breakdowns include tire damage, lack of fuel, wrong fuel, lost, damaged or locked keys, and discharged batteries. Not considered breakdowns are fire, natural events, snow slides, glass, animal, vandalism, assistance, and marten damages, as well as defective trailer couplings. B. Accident: An accident is defined as damage caused by a collision (with a fixed or mobile obstacle) or overturning of the insured vehicle, which makes further travel impossible. C. Vehicle Recovery: Recovery is defined as securing the vehicle after a collision or sliding off the road. Recovery requires a significant amount of time and the use of special technical equipment such as recovery vehicles, cranes, winches, etc.

6 Claims Against Third Parties

- A. If the insured person has been compensated by a liable third party or their insurer, compensation under this contract is void. If ERV is held liable instead of the third party, the insured person must assign their liability claims to ERV up to the amount of the expenses.
- B. In the case of multiple insurances (voluntary or mandatory), ERV provides its benefits subsidiarily, unless the insurance conditions of the other insurer also contain a subsidiary clause. In this case, the legal regulations of double insurance apply.
- C. If there are multiple insurances with licensed companies, the costs will only be reimbursed once in total.

7 Other Provisions

- A. Claims expire 5 years after the occurrence of a damage event.
- B. The entitled person has the exclusive right to the jurisdiction of their Swiss or Liechtenstein domicile or the seat of ERV, Basel.
- C. Benefits unjustly received from ERV must be repaid within 30 days, including the expenses incurred.
- D. ERV reserves the right to refuse reimbursement for more than 3 breakdown assistances per calendar year and vehicle.
- E. Swiss law, particularly the Federal Act on the Insurance Contract (VVG), exclusively applies to the insurance contract.
- F. Address changes must be reported to VCS immediately. If the insurance contract or premium invoice is undeliverable, the insurer's obligation to provide benefits is suspended until the outstanding premium is fully paid.
- G. If a status entitling to discounts is no longer valid, the insured person must inform VCS immediately. Otherwise, the insurer reserves the right to reduce benefits in the event of damage.
- H. ERV generally provides its benefits in CHF. For the conversion of foreign currencies, the exchange rate of the day on which these costs were paid by the insured person applies.
- I. With ERV's payment of a claim, the policyholder and the insured person automatically and comprehensively assign their claims from the insurance contract to ERV.
- J. ERV only provides insurance coverage and is only liable for claims or other benefits to the extent that these do not violate sanctions or restrictions of UN resolutions and do not violate trade or economic sanctions of Switzerland, the European Union, the United Kingdom, and the United States of America.

Benefits

8 Insured Events/Services In the event of an accident, breakdown, or theft of the insured vehicle, ERV covers:

A. Vehicle-related

a) The cost of assistance (excluding material costs) to restore roadworthiness at the breakdown or accident site for up to half an hour of work time, or the towing costs to the nearest garage if roadworthiness cannot be restored on-site. Costs for work carried out in the garage, for replacement parts, and follow-up costs not directly related to the accident or breakdown, including storage fees, police fees, fines, disposal fees, etc., are not covered.

b) The costs of transporting the insured vehicle to the nearest authorized dealer (unlimited) or returning the insured vehicle to the VCS member's residence (up to CHF 400) if roadworthiness cannot be restored at the breakdown or accident site or in the nearest garage, or if the stolen vehicle is found only after 24 hours. The return takes place within 3 working days after the order is placed. These services are also provided if the driver is unable to drive the vehicle due to an accident or severe illness and no other occupant is able to drive.

c) The recovery up to a maximum of CHF 1000 (including transport costs to the nearest garage, scrap yard, or the VCS member's residence).

B. Person-related

One of the following 3 services:

a) The return home or onward travel by public transport or taxi for all occupants, as well as the cost of a journey by public transport (train or bus) for one person to pick up the repaired vehicle.

b) A rental car (excluding fuel and ancillary costs) for the return home or onward travel for up to 3 days.

c) An overnight stay up to a maximum of CHF 150 per vehicle occupant if the return home or onward travel is not possible on the same day.

The services according to section 8 B a) and b) are limited to a total of CHF 400.

9 Exclusions

The following events are not covered:

a) Events that have already occurred or were foreseeable.

b) Events where the expert (assessor, doctor, etc.) determining the damage is directly benefited or related to the insured person.

c) Events resulting from acts of war, strikes, or any kind of unrest.

d) Events resulting from official orders.

e) Events occurring during participation in:

- Competitions, races, rallies, or training with motor vehicles or boats,
- Competitions and training related to professional sports,
- Reckless actions where a person knowingly exposes themselves to a particularly high risk.

f) Events caused by intentional or grossly negligent actions or omissions, or failure to exercise the usual duty of care.

- g) Events occurring under the influence of alcohol, drugs, narcotics, or medication.
- h) Events associated with the intentional commission of crimes and offenses as well as their attempts.
- i) Events caused by ionizing radiation of any kind, especially from nuclear transformations.
- k) Events resulting from improper repair, self-repair, or unauthorized modifications (e.g., tuning). Additionally, no insurance coverage is provided if at the time of the damage an insured person was driving a vehicle without the owner's permission or without a valid driver's license, or if the insured vehicle was used for commercial passenger transport, commercial car sharing, or rental, or if the vehicle was poorly maintained, or if defects in the vehicle existed or were noticeable at the start of the trip.

Procedure in the Event of Damage

10 What should be considered in every damage event?

- A. The insured/entitled person must take all necessary actions before and after the damage event to prevent or mitigate the damage and to clarify the damage.
- B. If roadworthiness can be restored at the damage site, a person authorized to drive must be present during the repair.
- C. VCS or ERV must be promptly provided with all requested information and documents.
- D. If the insured person fails to comply with obligations in the event of damage through their fault, ERV is entitled to reduce the compensation by the amount that would have been reduced if conditions had been met.
- E. ERV's obligation to provide benefits is void if false information is intentionally provided or facts are concealed, especially in the damage report, resulting in a disadvantage for ERV.

11 What should be done in the event of damage?

- A. In the event of a breakdown, contact the VCS emergency center at 0800 845 945 (24-hour service) or mobilize the breakdown helper of your choice (a garage, a breakdown assistance organization, a helpful passerby, or an acquaintance). On the highway, you can request help through an emergency call box.
- B. In the event of an accident or possible return of the vehicle to the residence of the VCS member, contact the VCS emergency center at 0800 845 945.
- C. In the event of vehicle theft, contact the VCS emergency center at 0800 845 945. Additionally, report the incident to the police within 24 hours and file a criminal complaint.

12 Reimbursement of Insured Costs

To reimburse the insured costs, the VCS breakdown assistance, Aarberggasse 61, P.O. Box, 3001 Bern, requires the following documents:

- a) In the event of a breakdown, the original invoices and receipts from the breakdown helper. If such documents are missing (e.g., with help from private individuals), use the receipt form (page 14).

b) In the event of a traffic accident or return of the vehicle, the completed damage form (page 13) with all original invoices and receipts. If a third party is involved in the accident, a report of the incident must be prepared.

c) In the event of vehicle theft, the completed damage form (page 13) with a police report and all original invoices and receipts.

Based on these documents, the expenses will be reimbursed to the entitled person within the framework of the General Insurance Conditions. If the member can present a valid VCS insurance certificate at the breakdown/accident site, the costs should be billed directly to VCS.

VCS Protection Plan Europe for Motor Vehicles Service Overview

1. Personal Services:

Cancellation costs, SOS personal protection, legal protection, travel luggage, airline insolvency protection (see "VCS Protection Plan: Service Overview, Personal Services")

1. Vehicle Services (valid for 1 year from payment)

The foreign roadside assistance is valid for the passenger car, motorhome, or van up to 3.5 tons used by the insured person, as well as for motorcycles including trailers (excluding Switzerland/Liechtenstein).

Roadside assistance for Switzerland and the Principality of Liechtenstein must be purchased separately.

1. Amounts for Breakdown, Accident, or Theft:

- Roadside assistance on-site and towing: unlimited
- Storage fees (parking costs) up to CHF 300
- Recovery: unlimited
- Shipment of replacement parts: unlimited
- Expertise for unjustified repair bills up to CHF 200
- Additional costs for accommodation and meals until the vehicle is repaired up to CHF 1000 per person
- Costs for continuing the journey or returning home if the vehicle cannot be repaired immediately or in case of theft (including rental car) up to CHF 1500, regardless of how many people use the rental car
- Return of the vehicle up to the current market value of the vehicle
- Collection of the repaired vehicle: train travel for 1 person
- Customs fees for the vehicle in case of total loss or theft: unlimited
- Refundable cash advance for extraordinary events like theft, high repair bills, etc., up to CHF 2000
- Return of the vehicle in case of the driver's inability to drive and no other passenger having a valid driving license up to the current market value of the insured vehicle

1. **Insured or Beneficiaries:** All passengers of a vehicle driven by an insured person
2. **Coverage Area:** Europe includes all countries on the European continent as well as the Mediterranean and Canary Islands, Madeira, Svalbard, and the non-European Mediterranean coastal states. The eastern border north of Turkey includes Azerbaijan, Armenia, and Georgia, as well as the Ural mountain range. Europe, excluding Switzerland/Liechtenstein.

ERV – Roadside Assistance

Roadside assistance can be purchased either in the Road Trip package or as a separate coverage.

12.1. Coverage Area, Duration The insurance is valid during the period specified in the insurance policy in Europe including Switzerland. The exact duration is given in the service overview table in these GTC.

12.2. Insured Persons and Vehicles The insurance covers the passenger car or motorhome with a total weight of up to 3500 kg used by the insured persons living in the same household, as well as motorcycles. Trailers legally allowed to be used with the towing vehicle are also insured.

12.3. Insured Events and Services A. ERV covers the following costs if the vehicle used by the insured person from the place of residence suffers a traffic accident, breakdown, or theft within Europe: a) Towing and repairs up to CHF 400 (including small parts carried by the roadside assistance provider necessary for restoring roadworthiness, but excluding other material costs). The costs for work carried out in the garage and replacement parts are not covered; b) Storage fees (parking costs) up to CHF 300; c) Recovery of the vehicle up to CHF 2000; d) Shipment of replacement parts if they cannot be procured on-site; e) Expertise up to CHF 200 for unjustified repair bills; f) The costs according to Section 3.3 B

Section 3.3 B:

- In the event of the insured incident, ERV covers

either the additional costs for continuing the journey including accommodation, meals, and communication costs for calls to the emergency center (for a maximum of 7 days) up to CHF 1500 per person or when using a rental car up to CHF 1500, regardless of how many people use the rental car; - h) for continuing the journey or returning home (including rental of a replacement vehicle of the same category), if for compelling reasons – which must be proven – the vehicle cannot be repaired in time;

g) Return of the vehicle organized by ERV if

- it cannot be repaired within 48 hours,
- the stolen vehicle is found only after 48 hours, or
- the insured person has to travel by another means of transport due to the insured event and leave their vehicle behind or if they fall ill, get injured, or die and no other passenger has a valid driving license; these costs are covered up to the current market value of the vehicle; h) Train travel to the location of the vehicle if the insured person picks it up themselves; i) Customs fees for the vehicle if it cannot be returned to the home country of the insured person after total loss or theft.

B. ERV also provides the insured person with a cash advance of up to CHF 2000 for high repair bills abroad. This must be repaid within 30 days after returning home.

12.4. Exclusions Services are excluded: a) if the emergency center or ERV did not previously agree to the above-mentioned services in roadside assistance; b) for poor vehicle maintenance or if defects were already present or recognizable at the start of the trip; c) for vehicles with a dealer's license plate (U-number); d) if the vehicle is driven by an insured person without the owner's consent; e) if the insured vehicle is used for commercial passenger transport, commercial car sharing, or rental; f) for damages that do not occur on public roads, non-official roads, or race tracks.