

General terms and conditions

New Car Warranty

General terms and conditions for passenger cars and commercial vehicles up to 3.5 tons



New Car Warranty

These Terms and Conditions "New Car Warranty" define the relationship between CombiFuel Swiss AG, Zentrum Staldenbach 5, Leuholz 14, CH-8855 Wangen (hereinafter referred to as CombiFuel®), and its customers when concluding a New Car Warranty.

Prerequisite for warranty

The New Car Warranty can be used for new vehicles (passenger and commercial vehicles up to 3.5 tons, excl. vehicles with performance-enhanced aggregates or special purpose vehicles) of category 1 or 2 in accordance with the information sheet at 1st registration.

Art. 1

Coverage applies to all parts of the vehicle

The following items are always excluded from warranty coverage:

- Exhaust systems (catalyst and particulate filters are covered by warranty)
- Filter inserts of all types
- Illuminants/headlamps/lamps of all types (incandescent lamps, xenon lamps, LED) incl. their components/housing
- Batteries (excl. High voltage batteries)
- Wiper blades
- Ignition and spark plugs
- Vehicle keys
- Lubricants and coolants
- Seals/Gaskets
- Connectors of all kinds (USB, charging sockets, pendants, etc.)
- Navigation/Displays
- Interior
- Parts not approved by the manufacturer
- Brake discs
- Brake pads
- Brake shoes in brake drums
- Brake drums
- Clutch plates and clutch pressure plates
- Tires
- Third-party parts or accessories that were not installed by the vehicle manufacturer

Art. 2

Coverage details, exclusions

2.1 If, as a result of damage during the warranty period, a covered part becomes defective and in need of repair, the buyer is entitled to repair to the extent provided for under these provisions.

2.2 Net battery energy level

If an energy level measurement of the battery at an official service partner within the warranty period shows that the net battery energy level is less than 70% or 60% of the net battery energy level at delivery to the original purchaser ("initial value"), there is an excessive loss of net battery energy content within the meaning of these warranty conditions.

Note: The Net Battery Energy Content corresponds to the Usable Battery Energy Content and can be found in the vehicle order contract documents (stated in kWh). The nominal energy content of the battery is higher than the net battery energy content for system-related reasons.

If there is an excessive loss of the net battery energy level in accordance with the clause above, this will be remedied free of charge for the customer in such a way that at least the following net battery energy content is achieved again:

- (a) up to a maximum of 100,000 km mileage of the vehicle or 2 years after initial delivery, whichever occurs first: 70% of the initial value;
- (b) up to a maximum of 150,000 km mileage of the Vehicle or 2 years after first delivery, whichever occurs first: 60% of the Initial Value.

Example: If the net battery energy level is still 64 % with a vehicle age of 1.5 years and a mileage of 25,000 km, then a net battery energy content of at least 70 % must be achieved as part of the defect rectification.

2.3 There is no coverage, without taking into account any contributory causes, for damage

- a) caused by accident, i.e. a sudden, external, mechanically violent event;
- b) caused by wilful or malicious acts, misappropriation, especially theft, unauthorized use, robbery and embezzlement, by the direct action of animals, storm, hail, lightning, earthquake, avalanche, rock falls or flood as well as by fire, explosion or acts of terrorism;
- c) caused by warfare of any kind, civil war, civil commotion, strike, lockout, seizure or other State intervention or by nuclear power;
- d) for which a third party – as manufacturer, supplier or seller (e.g. for manufacturing, production, design or organizational errors, spare part warranty, etc.) – has an obligation under contract, including a repair order (e.g. repair error during preparation for repairs) or other warranty agreement and/or policy, to remedy or normally provide compensation (including, for example, manufacturer's goodwill payments); in particular serial claims with or without recall by the manufacturer;
- e) of a cosmetic nature without functional impairment;
- f) caused by wear and tear;
- g) caused by rust, corrosion or infiltration of water.

2.4 There is no coverage for damage

- a) caused by the use of unsuitable fuels, lack of oil or overheating;
- b) caused by the fact that the vehicle has been subjected to axle loads or trailer loads in excess of that laid down by the manufacturer;
- c) caused when taking part in driving events of a competitive nature or practice sessions for such events;
- d) due to alterations made to the original design of the vehicle (e.g. tuning), or the installation of third-party items or accessories that are not approved by the manufacturer;
- e) caused by continuing to use a part that is recognizably in need of repair, unless it can be shown that the need for repair was not a factor;
- f) part of a series of claims, irrespective as to whether there is a recall or not.

2.5 Coverage will only apply if

- a) the warranty was concluded when the vehicle was first put into circulation;
- b) the valid guarantee amount according to the vehicle category has been paid at the time of the 1st registration;
- c) the vehicle is validly registered;
- d) after sale, the maintenance and servicing work recommended by the manufacturer is carried out by the Seller or, with their approval, by an approved repair shop and original invoices can be produced;
- e) the manufacturer's operating instructions for operation of the vehicle have been observed;
- f) action carried out on, or other influences affecting the vehicle odometer, or a defect or replacement of the odometer is immediately notified;
- g) a vehicle defect or damage is notified before repairs are begun and at the latest within 5 calendar days;
- h) the claims handling conditions in Article 5 are complied with.

Art. 3

Geographical scope of coverage

Warranty coverage applies to vehicles registered in the EU or EFTA countries.

Art. 4

Extent of warranty

4.1 The warranty provides indemnification for repair of the covered parts by replacement or repair including labour costs based on the labour time values set by the manufacturer. If the repair costs exceed the value of a replacement unit, then coverage is limited to the value of that replacement unit including removal and installation costs.

4.2 Material costs covered by the guarantee will be reimbursed at a maximum of 90% of the manufacturer's recommended retail price (MSRP) or available market price.

4.3 The warranty does not apply for

- a) costs for testing and measurement work or adjustment work, insofar as this is not connected with an indemnifiable claim (if connected with an indemnifiable claim then up to a maximum of 2 hours);
- b) refunding direct or indirect consequential losses, as well as towing charges, parking fees, car rental costs, etc.;
- c) costs for servicing and maintenance work prescribed by the manufacturer.

4.4 If, at the same time as indemnifiable repairs are being carried out, other non-indemnifiable repair or servicing work is carried out, then the time spent on indemnifiable repairs is determined with reference to the labour time values set by the manufacturer.

- 4.5** Any claim under the warranty coverage is limited per claim and per year of warranty to the market value of the vehicle at the time the damage occurs. If the purchase price of the vehicle was lower than the vehicle market value at the time the damage occurs, then the claim is limited to the purchase price.
- 4.6** The warranty does not bestow any right to withdrawal (from the purchase contract), reduction (in the purchase price) or damages for non-performance of the purchase contract.

Art. 5

Claims handling

- 5.1** The vehicle owner must report any damage immediately via the Seller and at the latest within 5 calendar days, always before the start of repairs, to the claim adjuster and make the vehicle available for repairs. After authorization by the claim adjuster the Seller will carry out the repairs or else designate a suitable repair shop. The claim adjuster is under no obligation to provide coverage if the claimant does not comply with these obligations or the claimant makes it difficult to determine the occurrence or the extent of the damage. No work undertaken without the prior release or authorization of the claim adjuster will be assumed nor refunded.
- 5.2** If repair by the Seller is not possible (e.g. during a stay abroad), the repair may be carried out by a CombiFuel® recognized contract repair shop after prior explicit consent by the claim adjuster. The repair invoice must be presented to the claim adjuster within one month of the invoice date. The repair invoice must clearly show details of the work carried out, the spare part prices and labour costs with labour time reference values. Customs regulations must be observed.
- 5.3** The Seller or repair shop must provide the details necessary for determining the cause of damage and should allow examination of the damaged parts at all times. On request, the parts replaced must be made available by the repair shop.
- 5.4** The Seller or repair shop should make online claim notifications and use the upload function to attach or transfer invoices showing proof of maintenance work carried out, the vehicle registration papers and the cost estimate for the repair.
- 5.5** The vehicle owner should minimize the loss as far as possible and follow the Seller's and/or the claim adjuster's instructions in this regard.

Art. 6

Warranty duration

The New Car Warranty begins with the date the vehicle is declared as being used on the road and ends when reaching a total of 100,000 km from initial registration or after a period of 24 months, at 100,000 km from initial registration or after a period of 36 months, at 120,000 km from initial registration or after a period of 48 months or at 150,000 km from initial registration or after a period of 60 months, whichever comes first. It shall not be renewed after expiry.

Art. 7

Sale of the vehicle

If the vehicle under warranty is sold, then the benefit of warranty is transferred with the property rights over to the buyer.

Art. 8

Time limitation of warranty claims

All claims arising out of the occurrence of any damage are time-barred two years from the occurrence date.

Art. 9

Legal liability claims for defects

Legal liability claims by the buyer for defects are not affected.

Art. 10

Receipt of claims

All communications are to be addressed exclusively to the Insercle AG, Konkordiastrasse 12, 8032 Zurich, Schweiz, claims@insercle.com. Communications from the claim adjuster are legally valid if delivered to the last known address of the Seller and/or the covered vehicle owner.

Art. 11

Jurisdiction clause and applicable law

Claims may be asserted at the registered office of CombiFuel Swiss AG in Wangen SZ.

Swiss law applies.

Art. 12

Data handling

CombiFuel® and Insercle AG (Contract handling and technology) processes data resulting from contract documents or contract processing and uses this data in particular for the processing of warranty claims, for statistical evaluations and for marketing purposes. The data is stored physically or electronically. CombiFuel® and Insercle AG may also obtain relevant information from official bodies and other third parties, in particular on the warranty claim history.

Art. 13

Interpretation

The original version of this warranty terms and conditions is the German version. The French, Italian and English versions are translations. In the event of any differences in interpretation, the German text shall prevail.