

“STI for parking damage insurance”
Edition 11/21

Standard Terms of Insurance (STI) for the collective insurance agreement between Helvetia Swiss Insurance Company Ltd, St Gallen (the Insurer) and Insercle AG, Zurich (the Policyholder).

1. Insured object

The insurance covers the motor vehicle specified by its number plate in the booking confirmation (hereinafter “insured object”) against insured events up to the maximum compensation.

2. Inception and term of insurance cover

Insurance cover begins at the time when the insured object is parked in a car park. Insurance cover ends when the insured object leaves the car park. The time taken to enter and leave the parking area is not included in the insurance period.

3. Right of cancellation

The insurance may be cancelled up to the inception of cover. The insurance expires upon issue of the notice of cancellation. Premiums already paid are refunded to the person specified in the booking confirmation.

4. Persons entitled to make claims

The owner of the insured object is covered by this insurance and entitled to make claims under it.

5. Territorial scope

Insurance cover for insured objects applies within Switzerland in the official car park/parking area zone booked.

6. Sum insured

The sum insured is CHF 1,000 on first loss.

7. Insured events

The insurance covers damage to the insured object caused by unknown third parties. Damage covered:

- dents
- scratches to the paintwork

This list is exhaustive.

8. Insurance benefits

In the event of a claim, Helvetia will, after checking the insurance cover, pay the incurred costs for the repair of damage caused during the insurance period up to the maximum sum insured stipulated in Art. 6.

9. Deductible

In the event of a claim, the beneficiary does not have to pay a deductible.

10. Exclusions

The policy does not cover, in particular, damage to or loss of the insured object:

- that is caused by the owner or by an authorized person when parking;
- as a consequence of unauthorized or non-approved driving;
- as a consequence of operational damage such as:
 - operating damage, breakages, and wear and tear, including in particular broken suspension springs caused by vehicular vibrations;
 - material fatigue;
 - damage resulting from improper lubrication or oiling;
 - damage due to a lack of oil;
 - damage caused by putting in the wrong fuel;
 - freezing of or lack of cooling water;
 - material, manufacturing or design defects;
 - damage caused by the load;
 - damage affecting the tyres or the battery;
- as a consequence of loss of use, reduction in value, reduced performance capability or usability of the vehicle, as well as sentimental value, impairment and added value;
- that is covered by the statutory or contractual guarantee of a third party (e.g. the manufacturer or seller);
- that is covered under other insurance contracts;

- that is directly attributable to ageing, wear and tear or excessive deposits of dirt or other residues;
- caused by grossly negligent or intentional behaviour on the part of the beneficiary;
- if the chassis number of the insured object cannot be provided;
- if the insured person is unable to make the damaged object available;
- as a consequence of an official order, confiscation or strike;
- that occurred prior to commencement of insurance;
- where the repair process is not handled through Insercle;
- where the paintwork is non-standard or special, including but not limited to:
 - a. self-healing paint;
 - b. chrome illusion paint;
 - c. two-tone paint;
 - d. matt paintwork.
- Minor body damage caused by wear and tear, hail, corrosion, pitting or paint discolourations.

11. General obligations

The beneficiary is obliged to familiarize himself and comply with the operating and maintenance instructions of the manufacturer of the insured object.

12. Obligations in the event of a claim

The claim must be reported to Insercle immediately (no later than 72 hours after leaving the car park) via the electronic claims form at www.insercle.com/claims/airport, the required proof is to be submitted and, where requested, additional documents returned.

13. Claims adjuster

Claims are processed solely by Insercle.

14. Breach of obligations

Benefits may be reduced or refused if statutory or contractual obligations are breached. This shall not apply if the breach is deemed to have been a no-fault breach, given the circumstances.

15. Other insurance covers and liability

Any other insurance contracts in force at the time of the loss event and covering the same risks as those insured under this policy take precedence. Helvetia will provide benefits under these STI only in cases where other insurance contracts provide no or only partial benefits.

If a liable party has to pay the costs of the insured event, their liability to pay compensation takes precedence over the duty to pay benefits as stipulated in this contract. If the liable party refuses to pay and if an indemnifiable loss event exists in accordance with these STI, Helvetia will make an advance payment under these STI and assume the insured person's rights in respect of the liable party.

16. Data processing

Helvetia and Insercle process data from contract documents or contract processing and use them to process insurance cases. The data are stored physically or electronically. Helvetia may also obtain pertinent information from government offices and other third parties especially on past loss experience.

You can find further and up-to-date information on data processing at <https://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>.

To combat insurance fraud, Helvetia is affiliated with the Hinweis- und Informationssystem (HIS), which is managed by SVV Solution AG. Cases are entered in the HIS in connection with predefined entry reasons of an insurance-related nature. Each individual will be informed of their entry in writing. These data collections are registered with the Federal Data Protection and Information Commissioner (FDPIC) and entries are made on the basis of a set of regulations known to the latter. This database is owned by SVV Solution AG. Find out more about HIS at www.svv.ch/his.

17. Place of jurisdiction and applicable law

The place of jurisdiction for all disputes arising out of or in connection with this contract is either Helvetia's domicile (St. Gallen,

Switzerland) or the insured person's place of residence. These STI are governed by Swiss law.