

## General Terms and Conditions for all cars (GTC)

### Maintenance and Tyre Contract

#### Art. 1 The maintenance work

##### FORM OF COVER: "MAINTENANCE CONTRACT"

##### 1.1 Maintenance

The maintenance contract relates to the parts specified below of the component assemblies of the car described in detail in this contract.

##### 1.2 Maintenance, wear and repairs

The service manual contains information and procedures for servicing and repairs. The service card entitles the customer to have the necessary maintenance, repairs and wear-related work carried out, in accordance with the manufacturer's service manual, on behalf of and on the account of the Partner in Switzerland or in the Principality of Liechtenstein. The scope of this service includes all the maintenance required by the vehicle manufacturer or importer, such as oil changes, servicing etc., and all repairs resulting from wear, for example to the clutch, exhaust, brakes, gearbox, engine. The work shall be carried out either by authorised brand dealerships specified by the Partner. The costs of spare parts, such as fuses, bulbs, wiper blades etc., are also covered. Adblue additives are excluded. Maintenance, repairs and wear-related work that go beyond the requirements of the manufacturer or importer may only be carried out with the consent of the Partner. The Partner can refuse to give its consent for any reason, but in particular if the work is not cost-effective, for example winter checks or unnecessary work before the end of the lease. The customer shall be invoiced for unnecessary repairs initiated by the customer/driver, plus the Partner's administration fee. The customer is responsible for ensuring that all the manufacturer's specifications are followed (service intervals, oil and fluid checks, servicing, guarantee terms etc.) and that the maintenance is carried out regularly and on schedule. The customer has full liability for breaches or neglect of duty in this respect which result in the loss of any guarantee or warranty claims. The customer shall have the maintenance, repairs and wear-related work carried out by an official Swiss brand dealership specified by the Partner or by a Partner dealership. The Partner accepts no liability for the work being carried out correctly. The customer shall check that maintenance, repairs and wear-related work have been properly carried out (by taking a test drive etc.). If this is not the case, the customer shall immediately inform the dealership that carried out the work and make a complaint. At the same time, the customer shall inform the Partner using an appropriate method (in writing, by telephone, via email). The Partner does not guarantee that the service card will be accepted by all authorised brand dealerships. If the service card is not accepted or if the customer cannot travel to a Partner dealership, the customer shall pay the costs themselves and invoice the Partner enclosing the original documents (invoice and receipts).

#### Art. 2 Contents of the maintenance contract, exclusions

2.1 No maintenance cover is provided, regardless of the contributory causes, for work and damage:

- a) Replacement cars, rust inspection, replacement tyres, accident repairs and repair of damage caused by improper use of the vehicle or the failure to carry out the required checks and servicing or the failure to follow the instruction manual.
- b) Glass damage, stone chips and paintwork damage and damage to vehicle bodies, special accessories and special equipment not supplied by the vehicle manufacturer, together with consequential damage.
- c) The cost of testing, measurement and adjustment work, unless this forms part of a maintenance procedure specified by the manufacturer.

d) Compensation for indirect or direct consequential damage, such as recovery costs, parking charges, hire car costs etc., unless these are explicitly included in the policy in the form of additional assistance cover.

e) War of any kind, civil war, internal unrest, strikes, lock-outs, seizure or other interventions by the state or incidents caused by nuclear energy.

f) For which a third party as manufacturer, supplier or vendor is responsible or is normally responsible (for example for production, manufacturing, design and organisational faults, spare parts guarantees etc.) on the basis of a contract, including a repair contract (for example faults resulting from previous repairs), or on the basis of a works guarantee, another type of maintenance, guarantee and/or insurance contract (including for example as a gesture of goodwill by the manufacturer), in particular in the case of recurrent damage with or without a manufacturer's product recall.

g) To vehicles that have been sold to a commercial reseller and vehicles that are used as a taxi, hire car or self-drive hire car or for driving tuition or commercial goods transport.

2.2 No maintenance cover is provided for damage:

a) caused by the use of unsuitable consumables, lack of oil or overheating.

b) caused by the fact that the vehicle has been subjected to higher axle loads or towing loads than those specified by the manufacturer.

c) resulting from participation in racing-type events or the accompanying practice laps.

d) caused by changes to the original design of the vehicle (for example tuning) or the installation of third-party components or accessories that are not approved by the manufacturer.

e) caused by the use of an item that obviously needs to be repaired, unless the damage can be proven not be connected with the need for repair.

f) to vehicles that have been used by the purchaser at least temporarily for the commercial transport of passengers or goods or for driving tuition or that have been commercially hired to a varying group of people.

g) caused by recurrent damage, regardless of whether a product recall is involved.

2.3 The requirements of the maintenance contract are:

a) from the sale onwards the maintenance and servicing work required and recommended by the manufacturer is carried out exclusively and only at authorised brand dealerships or at dealerships specified by the Partner;

b) the information on the operation of the vehicle provided by the manufacturer in the instruction manual is followed;

c) intervention or interference with the odometer and a defect or replacement are reported immediately;

d) the maintenance process has been reported immediately and before the start of the repair, but always within 5 calendar days.

### **Art. 3 Scope**

The servicing work shall be carried out exclusively and only at authorised brand dealerships or dealerships specified by the Partner.

### **Art. 4 Duration of the maintenance**

4.1. The maintenance begins at the contractually agreed time and finishes at the end of the contractually agreed maintenance period\* or when the kilometre limit is reached, without the need for notice of termination.

\* The "maintenance and wear" service is only covered for contracts up to a maximum of 60 months. For contract terms from 60 months up to and including 84 months, only the maintenance costs (excluding wear) are covered. In both cases the maximum term is 180,000 km for cars.

**Art. 5 Sale of the vehicle**

If the vehicle is sold, the maintenance entitlements are not transferred to the purchaser with the ownership of the vehicle.

**Art. 6 Summer/winter tyres**

6.1 The factory/original equipment tyres for the specified vehicle and the calculated monthly distance covered form the basis for the calculation of the tyre costs. The number of tyres and the tyre specification are covered in the individual contract. The estimated distance to be covered by each set of tyres is 30,000 km. The tyres can be obtained free of charge from one of the Partner's contractual tyre partners **by showing the service card**. The range of tyres is limited (see the specification in the individual contract). The costs of tyres that fall outside the range shall not be paid. The customer shall be invoiced separately for these costs. In addition to the costs of the tyres, the costs of wheel balancing, fitting and storage at the tyre partner are also covered. The costs of the TPMS (tyre pressure monitoring system) and all related costs are explicitly excluded.

**Also included are:**

changing to winter/summer tyres (excluding hubcaps) of the same size or smaller than the original equipment tyres. The customer shall be invoiced separately for cost differences caused by deviations from the specified cost regulations and/or tyre changes at an average distance covered of less than 30,000 km and/or tyre changes that are unnecessary from a safety perspective.

**List of Tyre Partners:**

[www.pneu-egger.ch](http://www.pneu-egger.ch)  
[www.adam-touring.ch](http://www.adam-touring.ch)

**Art. 7 Office**

All communications shall be sent exclusively to Fleetservice AG, Industriestrasse 12, 8305 Dietlikon. Communications from the guarantee company shall be sent in legally valid form to the last known address of the vendor and the insured person.

**Art. 8 Place of jurisdiction**

This contract is subject to the law of Switzerland. In the event of legal disputes, the vendor or the insured person can take legal proceedings. The exclusive place of jurisdiction is the City of Zurich.