



Mila AG

Insurance Conditions

Policy No. CH00010801LI

Valid as per 01.09.2017



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1. Insurance Cover

1.1 Insurance Contract

The Insurer and the Policyholder stated here below entered into a contract providing cover for “Mila Friends” and “Mila Pros” Switzerland.

All rights and obligations of the Insured Persons under the Insurance Contract are specified in these general insurance conditions (“Insurance Conditions”).

1.2 Insurer and Policyholder

Insurer:

XL Insurance Company SE, a European public limited liability company registered in Ireland and regulated by the Central Bank of Ireland, with its registered office at 8 St. Stephen's Green, Dublin 2, Ireland acting through its German branch:

XL Insurance Company SE, Dublin, Zurich Branch
Limmatstrasse 250
8031 Zürich

Policyholder:

Mila AG
Gutenbergstrasse 1
8002 Zurich

1.3 Insured Persons

Insured Persons: “Mila Friends” (being technically experienced, non professional private individuals, domiciled in Switzerland);
“Mila Pros” (being professional individuals or companies domiciled in Switzerland).

Mila Friends and Mila Pros offer their services to customers at their homes (“Customers”).

1.4 Insured Activities

The Policyholder is a crowd service agent, which is used by companies to build up a service community around their products and services, or to expand their services. The Policyholder operates a website (“Platform”) for the purpose of connecting Mila Friends and Mila Pros and Customers to provide requested services to such customers (each a “Transaction”).

1.5 Geographical Scope

The insurance covers Claims (being a written demand for monetary compensation by a third party against an Insured Person) that are made against an Insured Person in Switzerland including insured loss prevention costs as well as further insured costs.

1.6 Trigger

1.6.1 Principle and effective date

- a) The insurance covers the legal liability of Insured Persons for property damage, bodily injury and financial losses (resulting from an insured bodily injury or property damage) to third parties arising directly from acts, errors and omissions which occur during the performance of a Transaction which commences during the Cover Period (an “Insured Transaction”), provided that Claims or circumstances which may give rise to a Claim must be reported to the Policyholder no later than 24 months after the expiry of the Cover Period.
- b) If the Insured Transaction lasts for more than one day, the event causing liability (being the act, error or omission) shall be deemed to have occurred on the first day of the Insured Transaction.



- c) Cover is subject to the relevant terms of these Insurance Conditions (including the relevant limit of indemnity and self-insured retention) applicable at the time of the event giving rise to liability or, in the case of a series of losses (according to clause 2.2, lit. c)), the time at which the event giving rise to the first loss occurred. The insurance covers losses in a series occurring after expiry of the Cover Period for a maximum of 24 months after expiry, provided that the first of these losses occurred during the Cover Period.

1.6.2 Reporting Circumstances

Circumstances which may give rise to a Claim must be reported to the Policyholder without any delay according to clause 4.3.1 in writing (“writing” for the purposes of this insurance means communicating through letter or e-mail) after the Insured Person becomes aware of the relevant circumstance, indicating the location and time at which the event or loss occurred, as well as the reasons where possible. The Insured Person will not have cover for any Claims which relate to circumstances reported after 24 months of expiry of the Cover Period.

1.7 Limit of Indemnity

Indemnifications by the Insurer shall be limited to CHF 500'000.-- per Claim and Insured Transaction and per Insured Person.

1.8 Self-Insured Retention (SIR) of the Insured Person

The limit of indemnity as defined in clause 1.7 applies in excess of an uninsured retention to be borne by the Insured Person (SIR – Self-insured retention) in the amount of CHF 20'000.-- per claim and Insured Transaction.

These Insurance Conditions only provide insurance coverage for the part of the loss that exceeds the SIR per claim and Insured Transaction. The Insurer will assume claims handling if the claims exceed the stipulated SIR.

1.9 Cover Period

The insurance covers Transactions which commence within the period starting on 01.09.2017 and expiring on 31.12.2020 (“Cover Period”).

The Cover Period consists of three insurance years (each an “Insurance Year”):

- 1st Insurance Year: 01.09.2017 – 31.12.2018
- 2nd Insurance Year: 01.01.2018 – 31.12.2019
- 3rd Insurance Year: 01.01.2019 – 31.12.2020



2. Scope of Coverage

What is the scope of the coverage?

Liability insurance indemnifies the Insured Person against the Insured Person's legal liability to third parties. Within the scope of the following terms and conditions, the liability insurance covers **operations/services risks**, i. e. losses arising from operational processes and sequences respectively losses arising from the delivery of services strictly in the context of an Insured Transaction.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Switzerland, the European Union, United Kingdom or United States of America .

2.1 Insured Liability

The insurance covers the liability based on legal liability provisions resulting from the business covered by these Insurance Conditions, resp. the business activities (insured risk) specified therein, in respect of

- **Bodily injury**, i.e. death of, injury to or other impairment of the health of persons;
- **Property damage**, i. e. destruction of, damage to or loss of tangible property. The impairment of a property's functionality without damage to its substance shall not be deemed as property damage. Killing, injuring, or other impairment of the health, and the loss of animals shall be deemed as property damage;
- **Financial losses**, i. e. losses measurable in monetary terms and resulting from an insured bodily injury or property damage sustained by the claimant.

2.2 Insured Benefits

- a) The Insurer shall indemnify the Policyholder for the amount that the Insured Person is obliged to pay the claimant whether by judgment or settlement. In addition, the Insurer will defend the Insured Person against unjustified or excessive claims (legal protection).
- b) Benefits by the Insurer for all claims including costs (such as loss interest, costs for loss reduction, experts, lawyers, court, arbitration, negotiation, loss prevention and further costs such as attorney fees) shall be limited by the limit of indemnity or sublimits (limited sum within the total limit of indemnity for separate insured risks) stipulated in these Insurance Conditions, less the agreed self-insured retention.
- c) The entirety of all Claims by an Insured Person resulting from
 - the same cause, or
 - the delivery of products or performance of services with the same defects

shall be regarded as one Claim (series of losses). Coverage is provided for all such Claims if the first event in this series occurred during the Cover Period. Benefits by the Insurer are determined only by the clauses of these Insurance Conditions (incl. the one defining the limit of indemnity and self-insured retention) that were in force at the time the first event giving rise to liability occurred. The total benefits will be attributed to the Insurance Year in which the first event giving rise to a series of losses occurred.

2.3 Coverage Extensions

2.3.1 Environmental Liability

Within the scope of the following provisions, the insurance coverage extends to bodily injuries and property damages in connection with environmental impairments.

2.3.1.1 Definition of Environmental Impairment

Environmental impairment means

- the continuing impairment of the state of the air, waters (including ground water), soil, flora or fauna by any kind of influence;
- all circumstances which are, according to the applicable law, defined as environmental damage.

2.3.1.2 Scope of Coverage

The insurance coverage extends to claims arising from bodily injury and property damage in connection with an environmental impairment, if such impairment is the consequence of a single, sudden, unforeseen event which requires immediate measures such as notifying the responsible authority, alerting the population, taking loss prevention or loss reduction measures.

2.3.1.3 Exclusions

No coverage is provided for claims in connection with

- several similar events, together leading to the environmental impairment, or continuing effects which are not the result of a single sudden event (e. g. occasional drop-by-drop contamination of the soil by harmful substances, repeated spillage of liquids from mobile tanks);
- the restoration of protected species or habitats as well as damages to the air and to waters, soil, flora, or fauna not owned under civil law. Exempt from this exclusion are loss prevention costs according to clause 2.3.2;
- the deposit of waste and soil or water contamination (polluted areas) already existing at contract inception;
- the ownership or operation of installations for storage, treatment, passing, or disposal of waste or other waste products or recycling material;

However, the insurance coverage extends to installations used for composting or short-term intermediate storage of waste or waste products mainly produced by the company, or for the purification or pre-treatment of the company's waste water.

2.3.1.4 Duties

The Insured Person shall be obliged to ensure that

- the production, processing, collection, storage, cleaning, and disposal of substances hazardous to the environment proceeds in accordance with legal and official regulations;
- the facilities for above-mentioned activities, including safety and security alarms, will be professionally maintained and kept in service in accordance with technical, legal, and official regulations;
- official decrees for renovations and similar measures will be fulfilled within the stipulated period.

The legal consequences described in clause 4.2.2 shall apply in the event of the non-observance of an incidental obligation.

2.3.2 Loss Prevention Costs

2.3.2.1 Coverage

Where an unforeseeable event means that there is an imminent danger of an insured bodily injury or property damage, the insurance coverage extends to the costs incurred by an Insured Person in taking appropriate and immediate measures to avert that danger (loss prevention costs).

2.3.2.2 Exclusions

No coverage is provided for:

- measures taken after averting the danger, such as disposal of defect products or waste as well as the refilling of installations, tanks, and pipes;
- loss prevention costs an Insured Person does not have to bear by law;
- expenditures for tracing leaks, malfunctions, and the causes of damage, for emptying and refilling installations, tanks, and pipes and the costs for repairing and modifying the latter (e. g. refurbishment costs);
- measures taken due to snowfall or ice formation.



3. Exclusions

No coverage is provided for

3.1 Another Insurance Contract

Losses covered by another insurance contract. There is no insurance cover under the Insurance Contract if and to the extent there is another insurance covering the same loss (subsidiary clause).

3.2 Principal's Liability

Claims arising from damage to property, buildings, and other constructions as a result of demolition, earth moving and construction work.

3.3 Loss to Property in the Custody of or Worked upon by an Insured Person

Claims arising from

- damage to property in the Insured Person's custody for safekeeping or carriage, on commission, or for display purposes or which the Insured Person has hired, leased, or rented;
- damage to property on or with which an operation was, or should have been, directly carried out (e.g. processing, repairing, loading and unloading of a vehicle). The term "operation" also includes project planning and management, issuing instructions and orders, supervision, monitoring, and similar tasks;

3.4 Computer Viruses

Claims arising from loss directly or indirectly related to computer viruses.

3.5 High Probability

Liability in respect of loss which the Insured Persons must have anticipated as a highly probable possibility. The same applies to loss which was accepted as a consequence of adopting a certain working method designed to reduce financial loss.

3.6 Land Vehicles, Aircraft, Spacecraft and Watercraft

Liability as the owner of and/or in connection with the use of

- ships of all kinds which are subject to mandatory liability insurance or an obligation to indemnify, or which are registered abroad;
- aircraft and spacecraft;
- rail-bound vehicles;
- motor vehicles and trailers or vehicles towed by these motor vehicles, as well as the liability of persons for which the vehicle owner is responsible pursuant to the applicable road traffic legislation, if the loss was caused:
 - by the operation of this kind of vehicle;
 - by a traffic accident caused by this kind of vehicle that is not in operation;
 - due to assistance following an accident involving this kind of vehicle;
 - when entering and exiting this kind of vehicle;
 - when opening or closing moving vehicle parts and when attaching or releasing a trailer or towed vehicle.

Furthermore, liability for losses resulting from uncoupled trailers pursuant to Art. 2 of the Swiss Road Traffic Insurance Ordinance are not insured.

3.7 Products Liability

Claims for loss caused by products that an Insured Person has developed, constructed, manufactured, supplied, traded or placed in any other way.

3.8 Punitive and Exemplary Damages

Claims for payments of a punitive or similar character, such as “punitive” or “exemplary damages”.

3.9 Pure Financial Losses

Claims arising from financial loss neither consequential to an insured bodily injury nor to a property damage incurred by the damaged party;

The above applies subject to the following coverage extension(s):

- clause 2.3.2, Loss Prevention Costs

3.10 Software

Claims arising from the impairment of software or data processed by computer (e. g. where modified, deleted, or rendered unusable), except where resulting from an insured loss relating to data media.

3.11 Special Substances and Risks

Claims arising from loss directly or indirectly related to:

- asbestos or other degradation-resistant ceramic fibres or materials containing asbestos, or materials containing any kind of degradation-resistant ceramic fibres;
- human biological material (e. g. blood, plasma, plasma proteins, immunoglobulin, cells, tissue, organs, urine or excretions, etc.);
- chlorinated hydrocarbons (CHCs);
- dioxin and furans;
- electromagnetic fields (EMF);
- colorants containing lead;
- HIV virus, acquired immune deficiency (AIDS), AIDS-related complex (ARC) and any manifestation as a result of fear of infection with the HIV virus, or fear of AIDS or ARC;
- the hepatitis virus and any manifestations or consequences due to the fear of infection by the hepatitis virus;
- copper chrome arsenate;
- polychlorinated biphenyls (PCB);
- silica dust (crystalline silicate) or materials containing silica dust;
- mould of all kinds and spores thereof (e. g. toxic mould, black mould) or bacteria found on or in buildings or structures.

This exclusion does not apply to mould of all kinds and spores thereof found on or in food;

- bovine and transmissible spongiform encephalopathy (BSE/TSE) as well as any manifestation or consequences arising from fear of infection with BSE/TSE;
- tobacco and tobacco products, incl. consumption of such products;
- fire arms and guns;
- Ephedrine and L-tryptophan.



3.12 Environmental Impairment

Claims due to environmental impairment, i. e. the continuing impairment of the state of the air, waters (including ground water), soil, flora or fauna by any kind of influence as well as damages and costs as a result thereof.

The above applies subject to the following coverage extension(s):

- clause 2.3.1, Environmental Liability

3.13 Entrepreneurial Risk

3.13.1 Claims for Performance of Contracts

Claims for performance of contracts or, alternatively, claims for compensatory services on account of non-performance or mal-performance, especially claims concerning defects and damage sustained by products manufactured or supplied, or through work done by the Insured Person or on his instructions, as a result of a cause lying in the manufacture or supply of such products or in the service rendered.

3.13.2 Loss of Earnings and Financial Loss

Claims and/or expenditures in connection with the investigation and repair of the damage and defects referred to in clause 3.13.1 and claims for loss of earnings and other financial losses as a result of such damage and defects.

3.13.3 Non-contractual Claims

Non-contractual claims made against the Insured Person in competition with or in place of and based on the same circumstances as contractual claims excluded according to aforementioned clauses 3.13.1 and 3.13.2.

3.14 Violation of Personal Rights

Claims arising from the violation of personal rights, also in connection with an employment relationship (Employment Practices Liability), especially claims due to resignation or dismissal, misrepresentation of work-related issues, breach of legal regulations in respect of the employment relationship, harassment at work, discrimination, defamation, humiliation, or refused employment or promotion.

3.15 Mandatory Insurance

Claims for losses which are the subject of a statutory insurance obligation.

3.16 Intentional Act

Liability of the perpetrator for losses arising from intentional criminal acts or offenses.

3.17 Contractual Liability

Claims based on a contractually assumed liability over and above the statutory requirements.



4. General Provisions

4.1 Cover Period and Expiry of Insurance Coverage

4.1.1 Cover Period

The Cover Period is specified in clause 1.9 of these Insurance Conditions.

4.1.2 Cancellation / Suspension / Exclusion in Case of a Claim

The Insurer or the Policyholder may cancel the Group Insurance Contract including the cover under these Insurance Conditions before the end of the Cover Period. If applicable, the Insured Persons will be notified by the Policyholder accordingly.

The coverage with respect to specific Transactions may be cancelled by the Insurer, the Policyholder or the Insured Person, provided that such cancellation is communicated to the Insured Person or the Policyholder/Insurer (whichever applies) over the Platform or by e-mail before the performance of the relevant Transaction has started. In such a case no insurance premium shall be charged with respect to the relevant Transaction.

The Insurer may suspend the cover for all future Insured Transactions until further notice. If applicable, the Insured Persons will be notified by the Policyholder accordingly.

The Insurer may exclude an Insured Person following a loss from the insurance coverage with respect to future Transactions.

4.2 Duties During the Cover Period

4.2.1 Elimination of Hazardous Situations

The Insured Persons have the obligation to eliminate for their own account any hazardous situation which could result in a loss.

4.2.2 Breach of Duties

Should an Insured Person act in culpable breach of duties incumbent upon them under these Insurance Conditions, the compensation may be reduced by the extent of the resulting influence on the occurrence or the start of the loss. Claims

4.3 Premium

4.3.1 Premium calculation

The premium is calculated as follows: 0.24% of invoiced amounts (excluding tax) with respect to Insured Transactions of an Insured Person.

4.3.2 Premium elements

Any premium charged to an Insured Person includes the following elements: insurance premium to be forwarded to the Insurer, insurance tax, commission to be forwarded to the broker.

4.4 Claims

4.4.1 Duty of Notification

The Insured Person must notify the Policyholder without delay of any Claim or circumstances which may give rise to a Claim. This shall be done either by mail or e-mail using the following claims form www.mila.com/insurance/claims-form.docx that shall be sent to the following address:

Mila AG
Gutenbergstrasse 1
8002 Zurich
Phone: +41 43 508 01 92



(Monday-Friday, 9.00-12.00 / 13.30-17.00)

E-Mail: claim@mila.com

The Policyholder shall promptly forward the relevant information concerning the Claim or circumstance to the Insurer, but no later than 6 months after the Policyholder was notified of such information by the Insured Person.

If, following a loss, police or criminal proceedings are initiated against an Insured Person or if a claimant pursues his or her Claims by judicial process, the Insured Person must inform the Policyholder immediately.

For investigations, e. g. checking benefits or breaches of the duty of disclosure, the Insured Person may be requested to provide assistance and provide all pertinent information and documentation or obtain such information from third parties for submission if necessary, and authorize third parties in writing to issue the appropriate information, documentation, etc.

The Insurer may refuse the payment of a claim in accordance with the terms of these Insurance Conditions and Swiss insurance law.

4.4.2 Claims Handling

- a) The Insurer will conduct negotiations with the claimant for the account of the Insured Person. Any settlement of claims made by the Insurer shall be binding.
- b) The Insured Person shall refrain from negotiating indemnifications directly with the claimants or their representatives, accepting any liability or claim, concluding settlement agreements, or paying any indemnifications without prior consent of the Insurer. In addition, the Insured Person shall inform the Insurer by his own accord about the case and the steps taken by the claimant, deliver all evidence and documents concerning the case (especially including documents received by court such as writ of summons, legal documents, court rulings, etc.) without any delay and support the Insurer in handling the claim wherever possible (observance of contract).
- c) As a rule, the Policyholder agrees that the Insured Person has the right to receive benefits from the Insurer directly. If desired by the Insured Person, payments by the Insurer are made to the Policyholder and the Policyholder shall then forward them to the relevant Insured Person.
- d) If no agreement can be found with the claimant and a suit is filed, the Insurer will carry on the lawsuit for their own account. The Insurer is entitled to legal costs adjudicated to the Insured Person, unless they are intended to cover the personal costs of the Insured Person.

4.4.3 Consequences of Breach of Duties

Should the Insured Person breach the duty of disclosure, he shall accept all consequences arising therefrom.

Furthermore, in the case of culpable breaches of contract by an Insured Person, the payment of insurance benefits may be reduced.

4.4.4 Recourse

If any provisions of this contract or the Swiss Insurance Contract Act (VVG) which restrict or annul coverage cannot be legally enforced against a damaged party, the Insurer shall have the right of recourse to the liable Insured Person to the extent to which they could reduce or decline their liability.

4.4.5 Subrogation

The Insured Persons are not entitled to subrogate any indemnifications under this contract to injured or third parties without prior authorization by the Insurer.



5. Miscellaneous

5.1 Notifications to the Policyholder or Insurer

All notifications to the Policyholder must be made to:

Mila AG
Gutenbergstrasse 1
8002 Zürich

All notifications to the Insurer must be made to:

XL Insurance Company SE, Dublin
Zurich Branch
Limmatstrasse 250
P. O. Box 2361
8031 Zurich

5.2 Data Protection

The Insurer is authorized to obtain and process any data necessary for processing purposes or claims handling. Furthermore, the Insurer is entitled to obtain relevant information from third parties and to examine official records. The Insurer shall treat such information as confidential. If necessary, data will be forwarded to involved third parties, in particular coinsurance, reinsurance and other participating insurance companies. In addition, such information may be forwarded to other liable third parties and their liability insurers for the enforcement of any recourse claims.

Furthermore, the Insurer is authorized to inform third parties (e. g. authorities), to whom insurance coverage was confirmed, about the discontinuation, change, or expiry of the insurance coverage.

5.3 Applicable Law and Place of Jurisdiction

These Insurance Conditions shall be governed exclusively by Swiss law and in particular by the provisions of the Swiss Insurance Contract Act. This shall not apply for the assessment of an Insured Person's liability towards claimants / injured parties.

The Insured Persons and the Insurer are subject to the Swiss Insurance Contract Act and the respective rights and duties.

The exclusively stipulated place of jurisdiction for all disputes arising from this Insurance Conditions shall be either

- Zurich as Swiss domicile of the Insurer,
or
- the Insured Person's domicile in Switzerland.

5.4 Alternative Dispute Resolution and Regulatory Authority

In case you are not satisfied with the claims handling of your insurance company, you can place a complaint with the Swiss Ombudsman for Private Insurance, P.O. Box 2646, 8022 Zurich, Phone: +41 44 211 30 90, E-Mail: help@versicherungsombudsmann.ch.