

## General Third Party Liability Insurance for the time of use of a Bolt Unit

Insurance Product Information Document (IPID)

Company: AWP P&C S.A.

Registered in France under R.C.S. Bobigny with no. 519 490 080. Registered office in Saint-Ouen (France).

Signed by: AWP P&C S.A., Saint-Ouen (Paris),  
Wallisellen Branch (Switzerland)

Registered in Switzerland with No° CH-115.393.016.

Registered office: Richtiplatz 1, 8304 Wallisellen, Switzerland

This Insurance Product Information Document (IPID) provides a summary of key information about the General Third Party Liability Insurance policy ("Policy"). It is therefore **not complete**. Full information about the Policy is provided in the documents relating to the insurance contract. The terms used in this summary shall have the same meaning as in the Insurance Term and Conditions. For easier reading, they are formatted with capital letters. In addition to this IPID, We have also enclosed a copy of the Insurance Terms and Conditions and Allianz' Privacy Notice. Please read all documents so that You are fully informed.

### What is this type of Insurance?

The Policy is a General Third Party Liability Insurance Policy (indemnity insurance) for individuals who: (A) rent a Bolt Unit through the Bolt Application; or (B) use a Bolt Unit with the explicit consent of a registered user of the Bolt Application (both are referred to here as Beneficiaries or Beneficiary). Insurance cover under this Policy is only provided if no statutory motor third party liability insurance for the respective Bolt Unit in Beneficiary's country exists. The Policy also provides cover for the Policyholder.



#### What is insured?

The General Third Party Liability Insurance Policy provides indemnity for sums a Beneficiary may become legally liable to pay for :

- ✓ Damages arising directly from an Accident caused by the Beneficiary
- ✓ Legal Costs arising directly from an Accident (our prior written consent is required)

#### What is the policyholder insured against?

The General Third Party Liability Insurance provides compensation for amounts for which the policyholder can in principle be held liable:

- ✓ Property damage arising directly from an accident in which the Bolt



#### What is not insured?

- ✗ Incidents arising from the Unauthorised Use of a Bolt Unit including improper use of a Customer's log-in credentials or Commercial Use of the Bolt Unit.
- ✗ Damage to Property (including vehicles):
  - (i) owned or rented by a Beneficiary;
  - (ii) loaned or rented to a Beneficiary; and/or
  - (iii) in the care, custody or control of a Beneficiary
- ✗ Damage to Property of, or Bodily Injury to, Passengers carried by You on the Bolt Unit.
- ✗ Damages caused when riding a Bolt Unit in connection with passengers or animals.
- ✗ Claims caused by wilful or malicious acts.

vehicle is the direct cause of the accident and the policyholder is liable under Swiss civil tort law.

### Who is insured?

- ✓ An individual who is registered to the Bolt Application and rents a Bolt Unit for personal transportation purposes.
- ✓ An individual who uses a Bolt Unit with the explicit consent of a user registered to the Bolt Application.

In all cases, the individual user must be of the minimum age required by Swiss laws or regulations to ride the Bolt Unit in Switzerland, but is at least of the legal age of majority in the respective Territory.

- ✓ The Policyholder

### Insured sum

- ✓ CHF 1,037,209 per accident and a maximum amount of CHF 3,111,627 for any one Insurance Period.

- ✗ Any liability in connection with Data and Cyber Claims.
- ✗ Any liability in connection with Terrorism
- ✗ Any contractual liability unless You would have had the same liability had You not entered into the contract or agreement.
- ✗ Any liability resulting from, arising out of or relating to any Pandemic outbreak including the Covid-19 virus.
- ✗ Cover under this policy will only be provided if no statutory motor third party liability is prescribed for the relevant Bolt vehicle in the country of the claimant.
- ✗ Any Use of a Bolt Unit under the influence of alcohol/medicine/drugs above the locally allowed limit or, in the case of medicine, above the prescribed dosage.



### Are there any restrictions on cover?

- ! If You do not tell Us about any other insurance that wholly or in part covering the risk when notifying Us of a claim then it will release Us of Our obligations under this Policy.



### Where am I covered?

- ✓ The insurance is valid in the country in which the Bolt Unit is rented.



### What are my obligations?

- You must comply with the Insurance Terms and Conditions.
- In the event of an insured event, You must,
  - inform Us without delay of the Damage
  - take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;



### When and how do I pay?

Bolt pays the insurance premium. There is no additional charge for You.



**When does the contract start and when does it end?**

The cover starts when You start a rental of a Bolt Unit through the Bolt Application and ends with the end of such rental.



**How do I cancel the contract?**

You cannot withdraw from the Insurance, it is an integral part of the Lime rental offer.

## Important Information about the Insurance Policy

Bolt (Bolt Support CH Sàrl) has purchased insurance coverage to protect the rider during the use of the Bolt Units. Bolt (Bolt Support CH Sàrl) is the Policyholder and pays the premium to the Insurer.

### YOUR INSURANCE

#### General Third Party Liability Insurance

You are insured for damages which results in Bodily Injury to, or Damage to Property of, a third party during the use of a Bolt Unit. Insurance cover under this Policy is only provided if no statutory motor third party liability

insurance for the respective Bolt Unit in country of rental exists. The insurance is limited to a maximum indemnity of CHF 1,037,209 per accident and a maximum amount of CHF 3,111,627 for any one Insurance Period. Note that this General Liability cover is secondary to Your private third party liability insurance.

### IN CASE OF AN ACCIDENT

#### What do You have to do in every claim?

You must take reasonable precautions to prevent and minimize loss or damage. You must also provide proof in support of the claim. For this reason, please always secure suitable evidence of the occurrence of the damage (e.g. damage confirmation, attestation) and the extent of the damage.

Please notify Your damage quickly through the Bolt Application or through **[Bolt.claim.ch@allianz.com](mailto:Bolt.claim.ch@allianz.com)**.

The Policyholder will forward the claim to Us including relevant rental data and We will reach out to You for further instructions.

#### Applicable Law

The Policy is governed by the law of Switzerland, unless this is precluded by international law. The Policyholder or the Beneficiary may bring an action under the Policy before the court at the registered office or branch of the Insurer.

If the Policyholder or Beneficiary is a natural person, legal action may also be brought in the court in whose district the Policyholder or insured person has his place of residence at the time the action is brought or, if no place of residence exists, his habitual residence.

## **IMPORTANT NOTES**

AWP P&C S.A. - Saint-Ouen (Paris), Wallisellen Branch (Switzerland), is the Swiss branch of AWP P&C S.A, which has its registered office in Saint-Ouen, France and is part of Allianz Partners Group. AWP P&C S.A., the Swiss branch is registered at the Swiss Financial Market Supervisory Authority (FINMA).

### **AWP P&C S.A. – Saint-Ouen (Paris), Wallisellen Branch (Switzerland)**

Richtiplatz 1

8304 Wallisellen

CH - Schweiz

Company identification number:  
CHE-115.393.016

### **AWP P&C S.A.**

Public limited company under French law/  
Registered Office: Saint-Ouen (France)

Commercial Register: R.C.S. Bobigny  
No° 519 490 080

## **COMPLAINTS**

### **Complaint possibilities**

Our goal is to offer first-class services.

It is also important to Us to respond to Your concerns. Should You ever be dissatisfied with Our products or Our service, please let Us know directly.

### **Ombudsman**

If You are not satisfied with the solution You may have a right to submit the complaint the Ombudsman of the Insurance and the Suva. Please find more about this at [www.ombudsman-assurance.ch](http://www.ombudsman-assurance.ch).

## INSURANCE TERMS AND CONDITIONS

### General Third Party Liability Insurance

#### A. General Information

Pursuant to these Insurance Terms and Conditions AWP P&C S.A. –Wallisellen Branch (Switzerland) with registered office in Switzerland (hereinafter “**Insurer**”) provides insurance coverage as set out herein. Some words and phrases have specific meanings and are defined within these Insurance Terms and Conditions. For easier reading, they are formatted with capital letters.

#### B. Definitions

The following definitions are applicable to the **Policy**:

“**Policyholder**”: Bolt (Bolt Support CH Sàrl)

“**Accident**” means a sudden event neither expected nor intended by (i) the Beneficiary or (ii) in case of a Bolt Property Claim only, the Policyholder, and which first occurred or commenced at an identifiable specific time during a Covered Period which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

“**Beneficiary**” or “**Beneficiaries**” shall mean

- (i) an individual Customer(s), who (A) rents a Bolt Unit for personal transportation purposes in a Territory pursuant to the local Rental Agreement; and (B) is of the minimum age required by Swiss laws or regulations to ride the Bolt Unit in that Territory, but is at least of the legal age of majority in the respective Territory; and
- (ii) any other Permitted User.

“**Bodily Injury**” shall mean physical injury or the death of any human person. It shall not include any mental injury, shock or anguish.

“**Claim**” shall mean a written demand for monetary compensation by a third party against a Beneficiary relating to an Accident.

“**Commercial Use**” shall mean the use of a Bolt Unit for purposes relating to a Beneficiary's trade, business, craft or profession. For the avoidance of doubt, Commercial Use shall not include commuting between a Beneficiary's residence and place of work.

“**Covered Period**” shall mean the period of time from when a Beneficiary unlocks a Bolt Unit until the Beneficiary locks the Bolt Unit in accordance with the instructions in the Bolt Application, or otherwise completes the use of the Bolt Unit, whichever is the earliest.

“**Customer**” means any natural person who is registered to the Bolt Application.

“**Damages**” shall mean a sum of money payable to a third party as compensation under civil law in respect of actions or suits brought in a court in any Territory (other than actions or suits brought to enforce a judgment obtained outside of the Territories). It shall not include any award made by a criminal court, punitive Damages, exemplary Damages, aggravated Damages, fines, penalties or any award of additional Damages resulting from the multiplication of compensatory Damages against a Beneficiary.

“**Damage to Property**” shall mean physical damage to, loss of or destruction of tangible property.

“**Defence Costs**” shall mean any and all legal costs and expenses which are reasonably and necessarily incurred with the prior written consent of the Insurer (not to be unreasonably withheld) in the investigation or defence of any Claim which is covered under this Policy.

“**Swiss Road Traffic Act**” enacted by the Federal Assembly of the Swiss Confederation on 19 December 1958 or any subsequent legislation.

“**Financial Loss**” means a pecuniary loss, cost or expense not in respect of:

- (i) Bodily Injury to third parties; or
- (ii) Damage to Property of third parties.

“**Insurance Period**” means the period during which this Policy is effective.

**“Insurer”** means AWP P&C S.A. Saint-Ouen (Paris), Wallisellen Branch (Switzerland)

**“Bolt Application”** shall mean the application used by a Customer in order to use the Bolt Unit.

**“Bolt Electric Scooter”** means an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor with maximum continuous rated power according to Swiss laws and regulation capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches a maximum speed according to Swiss laws and regulation.

**“Bolt Electric Bicycle”** shall mean an electric pedal cycle, which has pedal assistance powered by an electric motor with maximum continuous rated power according to local laws and regulation which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches a maximum speed according to local laws and regulation

**“Bolt Property Claim”** means a Policyholder Claim made against a Policyholder pursuant to subparagraph (ii) of the definition “Policyholder Claims” below.

**“Bolt Unit(s)”** shall mean only the Bolt Electric Bicycles and the Bolt Electric Scooters, which are owned by the Policyholder.

**“Limit of Indemnity”** shall mean the maximum liability of the Insurer in respect of any one Accident in the maximum amount of CHF 1,037,209 and a maximum amount of CHF 3,111,627 for any one Insurance Period.

**“Pandemic”**: An epidemic that is recognised as a pandemic by the World Health Organisation (WHO) or an official government authority in the country of residence or travel of the eligible person.

**Permitted User** means any individual person that:

- (i) uses a Bolt Unit with the explicit consent of a Beneficiary that has rented such Bolt Unit under a Rental Agreement; and
- (ii) is of the minimum age required by local laws or regulations to ride the Bolt Unit in that Territory, but is at least of the legal age of majority in the respective Territory.
- (iii) **“Policy”** means the Collective Insurance Agreement including all Schedules (in particular these Insurance Terms and Conditions) which shall be read together as one contract and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout.

**“Policyholder Claim”** shall mean a written demand for:

- (i) monetary compensation by a third party against the Policyholder or the Group Policyholder arising directly from an Accident for which the Beneficiary would have been entitled to cover under this Policy if the third party had made a Claim regarding such Accident; and
- (ii) monetary compensation of Damages to Property arising directly from an Accident where the Bolt Unit is the proximate cause of that Accident and the Policyholder is responsible by local civil tort law (**“Bolt Property Claim”**). Any product defect of the Bolt Unit or any environmental claim against a Policyholder is not covered.

**“Rental Agreement”** shall mean the contract for hire of a Bolt Unit entered into by a Customer and the Policyholder.

**“Territory”** means the country where the Policyholder is incorporated and such Policyholder’s Bolt Units can be hired.

**“Terrorism”** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“Unauthorised Use”** shall mean:

- (i) the use of the Bolt Unit by anyone other than a Beneficiary. For example, use following theft of the Bolt Unit or through the improper use of a Customer's log-in credentials for the Bolt Application; or
- (ii) Commercial Use of the Bolt Unit.

### **C. Insurance Coverage**

1. The Insurer will provide indemnity for all sums which a Beneficiary may become legally liable to pay as Damages and Defence Costs arising directly from an Accident provided that:
  - a) the Accident occurred in the Territory; and
  - b) the Claim was made within 2 (two) years of the date of the Accident, unless applicable legislation regarding third party civil liability for such Accidents requires the Policy to provide a longer period.
2. Subject to all Policy terms and conditions, cover shall also extend to Policyholder Claims provided that, in the event of a Policyholder Claim, any terms, conditions and obligations of this Policy which would have applied to the Beneficiary, had the Policyholder Claim been a Claim, shall apply to Policyholder.
3. This Policy is not intended to meet the requirements of the Swiss Road Traffic Act or any national or international laws, regulations, rules or conventions concerning the compulsory insurance of motor vehicles (or similar).

### **D. Limits of Liability**

1. The amounts payable by the Insurer for Damages or Defence Costs under paragraph C1 shall not exceed the Limit of Indemnity.
2. Where the Insurer is liable to indemnify more than one party in respect of one Accident the total amount payable shall not exceed the Limit of Indemnity.
3. All obligations of the Insurer in relation to any one Accident shall cease after the Limit of Indemnity has been paid by the Insurer.

### **E. Exclusions**

The indemnity in this Policy (including under any extension) will not apply to legal liability or pay any amounts:

1. Unauthorised Use: arising out of or in connection with any Unauthorised Use.
2. Passengers:
  - a) in respect of any use of a Bolt Unit where more than one person is on or in connection with the Bolt Unit at the same time
  - b) in respect of any transportation of animals on or in connection with the Bolt Unit at the same time
  - c) in respect of any damage to Property of, or Bodily Injury to, passengers being carried on a Bolt Unit.
3. Beneficiary and Policyholder Property: In respect of Damage to Property:
  - a) owned or rented by a Beneficiary or the Policyholder;
  - b) loaned or rented to a Beneficiary or the Policyholder; and/or
  - c) in the care, custody or control of a Beneficiary or the Policyholder.
4. Contracts: arising out of or in connection with a contract or agreement unless the Policyholder or Beneficiary would have had the same liability had the Policyholder or Beneficiary not entered into the contract or agreement.
5. Financial Loss: for Financial Loss.
6. Penalties: for penalties, fines, or liquidated Damages.
7. Damage to the Bolt Unit in respect of:
  - a) loss of or damage to any Bolt Unit; or
  - b) the costs of replacement, reinstatement, rectification, repair or recall of any Bolt Unit



8. **Motor:** arising out of or in connection with vehicles which are provided for hire via the Bolt Application that require motor insurance under the European Motor Insurance Directives or other applicable laws, regulations, rules or orders in the **Territories**.
9. **Punitive Damages and US Claims**
  - a) for punitive or exemplary Damages awarded by any court in the United States of America, its territories and possessions, Puerto Rico, or Canada or for any costs or interest associated with any such award.
  - b) for any Claims made in the United States of America, its territories and possessions, Puerto Rico or Canada, the indemnity in this Policy will not apply to legal liability or pay any amounts arising out of Claims payable under workers compensation, disability benefits, unemployment compensation laws or any similar law.
10. **Specified Excluded Perils:** arising out of or in connection with:
  - a) civil commotion, riot, labour disturbances or public disorder or attempt thereat;
  - b) war (whether declared or not), or war-like acts or attempt thereat;
  - c) military uprisings, usurped power, rebellion or revolution or attempt thereat, or action taken by governmental authority in hindering or defending against any of these;
  - d) any act or attempt of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the liability or any action taken in controlling, preventing or suppressing Terrorism; or
  - e) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.
11. **Pollution:** arising out of or in connection with pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.
12. **Apron use:** arising out of or in connection with any use of a Bolt Unit on an airport apron.
13. **Cyber:** This Policy does not cover any liability (including any cost of defending any action) of any nature connected in any way directly or indirectly contributed to or resulting from electronic data and cyber risks, or network attacks regardless of any other cause or event contributing concurrently or in any other sequence to the loss. We will also not pay for claims in respect of any losses, damages or expenses that arise from the failure of communication network signals, power supply, network connection and telecommunication system.
14. **Pandemic:** Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent
  - a) resulting from,
  - b) arising out of,
  - c) or relatingto any Pandemic outbreak (including the Covid-19 virus).
15. **Intoxication:** Any Use of a Bolt Unit under the influence of alcohol/medicine/drugs above the locally allowed limit or, in the case of medicine, above the prescribed dosage.

## **F. General Conditions**

### **1. Premium**

The Insurance Premium is paid by the Policyholder.

### **2. Communication of Policy Changes**

The Policyholder must inform the Beneficiaries of any material change in the Policy, including any amendment, restriction or cancellation thereof, as soon as possible.

### **3. Trading Restrictions and Sanctions**

Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose

the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

## **G. Claims conditions**

Unless required by any applicable law or regulation, an adjusted indemnity will be paid according to the degree of the infringement for the liability of any Beneficiary who has not complied with the requirements of this section, which requirements shall be communicated by: i) the Policyholder to Beneficiaries via the Policyholder's webpage; or ii) Policyholder or Insurer to Beneficiaries at the time a Beneficiary notifies Policyholder or Insurer of an Accident or Claim.

### **1. Notification responsibilities of the Beneficiaries**

- a) In the event of any Accident which may result in a Claim a Beneficiary shall:
  - (i) notify the Policyholder under the contact details set out in the insurance certificate as soon as possible according to Swiss law or regulation;
  - (ii) take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;
  - (iii) Upon being contacted by the Insurer:
    - provide the Policyholder (or the Insurer upon request) with all relevant information and documents regarding the Accident and its consequences;
    - provide the Insurer (upon request) with proof of age at the time of the Accident (e.g. by way of passport); and
    - supply such proof, information and sworn declarations as the Insurer may require within the time frame requested.
- b) On the receipt by a Beneficiary of a Claim, the Beneficiary shall:
  - (ii) notify the Policyholder under the contact details set out in the insurance certificate as soon as possible but in any event within 30 days of the date on which they receive the Claim.
  - (iii) Upon being contacted by the Insurer:
    - provide all information and documents within their possession relating to the Claim and underlying Accident;
    - forward to the Insurer all relevant correspondence, court document(s) and notifications received relating to the Claim and underlying Accident;
    - supply such proof, information and sworn declarations as the Insurer may require within the time frame requested, including any communication, writ, summons or other legal process in connection with the Accident; and
    - provide to the Insurer particulars of any other insurance providing the same cover as this Policy.

### **2. Control of Claims**

- a) A Beneficiary must not enter into negotiations, admit liability, agree to the settlement, mediation or arbitration of any Claim, make any promise to pay or settle a Claim or incur any Defence Costs without the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed).
- b) Beneficiaries and the Policyholder shall give all information, documents, co-operation and assistance as the Insurer may reasonably require in connection with the handling of any claim.
- c) The Insurer will not be bound by any admission or any offer made by a Beneficiary or anyone acting on their behalf to any third party.
- d) The Insurer shall:
  - (i) be entitled to take over and conduct in the name of a Beneficiary or Policyholder and in

such manner as the Insurer may in its absolute discretion think fit, the defence or settlement of any Claim; and

- (ii) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any Claim, whether or not any payment has been made under this Policy.

### 3. Discharge of Liability

- a) The Insurer may at any time pay to the Policyholder or a Beneficiary in connection with any Claim the remaining amount of the Limit of Indemnity (after deduction of any sum or sums already paid as Damages or Defence Costs, if applicable).
- b) If a Beneficiary shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest a Claim, then the Insurer's liability for Damages and Defence Costs in respect of that Claim shall not exceed the amount for which the Claim could have been settled plus any Defence Costs incurred at the date of such refusal.
- c) Upon such payment being made in accordance with paragraph G3.a. or G3.b. above, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such Claim.

### 4. Fraudulent Claims

In the event that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary:

- a) the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim; and
- b) in addition, the Insurer may by notice to the Beneficiary treat the Policy as having been terminated with effect from the time of the fraudulent act solely in relation to that Beneficiary.

### 5. Other Insurance

If any liability covered under this Policy is also covered wholly or in part under any other insurance held by a Beneficiary:

- a) the Beneficiary must inform the Insurer of the existence of such other insurance when notifying a Claim; and
- b) the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been purchased.

### 6. Subrogation

- a) On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in a Beneficiary's name, at the Insurer's cost, recover against any third party who is responsible for the liability up to the amount which the Insurer has paid. The Beneficiary shall also provide all such reasonable assistance as the Insurer may require in relation to such recovery.
- b) To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this Policy, the Insurer shall be entitled to those proceeds up to the amount of any payments it has made in relation to such liability. The Beneficiary shall co-operate with the Insurer and comply with all reasonable instructions from the Insurer in relation to the process and procedure for making any such recovery. The Insurer shall have sole discretion as to whether such recovery should be pursued.

### 7. Reimbursement

- a) Upon settlement of a claim under this **Policy**, the **Insurer** will be entitled to be reimbursed by a Beneficiary for any amounts paid in connection with an Accident to the extent that such Accident was caused by the illegal use of a Bolt Unit by the Beneficiary, including where:
  - (i) a breach of Swiss traffic laws or regulations;
- b) In addition, the Insurer will be entitled to reimbursement from:
  - (i) the Policyholder where it has wilfully caused any Damages to the Insurer upon the occurrence of an Accident; or
  - (ii) a Beneficiary where such Beneficiary has wilfully caused any Damages to the Insurer

upon the occurrence of an Accident.

**8. Applicable law**

The governing law of this Insurance Policy is the law of Switzerland and all communications and documentation in relation to this Insurance Policy will be in English, and/or in local language.

## INSURER'S PRIVACY NOTICE

### We care about Your personal data

**AWP P&C S.A., Saint-Ouen (Paris) - Wallisellen Branch (Switzerland)**, hereinafter also referred to as "AWP", is a Swiss Branch of AWP P&C S.A, which has its registered office in Saint-Ouen, France and is part of Allianz Partners Group. AWP P&C S.A., Wallisellen Branch (Switzerland) is approved in Switzerland to provide insurance products and services. Protecting Your privacy is a top priority for Us. This privacy notice explains how and what type of personal data will be collected, why it is collected and with whom it is shared or disclosed. Please read this notice carefully.

#### 1. Who is the data controller?

A data controller is the individual or legal person who controls and is responsible for keeping and using personal data in paper or electronic files. **AWP Switzerland** is the data controller as defined by relevant data protection laws and regulations.

#### 2. What personal data will be collected?

We will collect and process various types of personal data about You as follows:

- Surname, first name
- Address
- Telephone numbers
- Email address

Depending on the claim submitted, We could also collect and process "sensitive personal data" about You, other insured persons, even third parties affected by the event covered, for example:

- Medical conditions (physical or psychological)
- Medical history and reports
- Death certificates
- Credit/debit card and bank account details

**By submitting documents and information with particularly sensitive personal data to AWP Switzerland, you expressly consent to the processing of this data in the event of a claim for the purpose of checking and processing the claim.**

#### 3. How will We obtain and use Your personal data?

We will collect and use Your personal data that You provide to Us and that We receive from You (as explained below) for a number of purposes and with Your express consent unless applicable laws and regulations do not require Us to obtain Your express consent, as shown below:

- Contract administration (e.g. preparation of offers, risk assessment, conclusion of contracts, claims processing, etc.).
- Compliance with legal obligations (e.g. tax, administrative or accounting)
- Collection management / recovery of claims
- Execution of recourse claims against other insurance carriers (e.g. credit card companies, travel insurance companies, health insurance carriers, etc.)
- Risk diversification through reinsurance and/or co-insurance contracts
- Transfer of data to subcontractors for the organisation of contracted services (see section 4

for details)

- Prevention and detection of fraud, money laundering, violation of economic sanctions or financing of terrorism.

**Explicit consent** is required for the following processing purposes:

- To inform you or allow Allianz Group companies and selected third parties to inform you about products and services we think you may be interested in. You can change these preferences at any time by withdrawing your consent in the mailing ("Unsubscribe" button) or by contacting us as described in section 9 below.
- For automated decisions (including profiling) to personalise our website or mobile application. This concerns the presentation of products, services, marketing messages, offers and content tailored to your needs by means of computer-aided decisions, e.g. an assessment of which products might be most suitable for you.

Generally, we will need your personal information if you wish to purchase or use our products and services. If you do not wish to provide it to us, we may not be able to provide you with the relevant products or services.

For those purposes indicated above where We have indicated that We do not require Your express consent or where We otherwise require Your personal data to underwrite Your insurance and/or process Your claim, We will process Your personal data based on Our legitimate interests and/or to comply with Our legal obligations deriving from Your contract with Bolt (Bolt Support CH Sàrl).

#### **4. Who will have access to Your personal data?**

We will ensure that Your personal data is processed in a manner that is compatible with the purposes indicated above.

For the stated purposes, Your personal data may be disclosed to the following parties who operate as third party data controllers:

- Public authorities, other Allianz Group companies, other insurers, co-insurers, re-insurers, insurance intermediaries/brokers, and banks

For the stated purposes, We may also share Your personal data with the following parties who operate as data processors under Our instruction:

- Other Allianz Group companies, technical consultants, experts, lawyers, loss adjustors, repairers, medical doctors; and service companies for discharging operations (claims, IT, postal, document management); and

Finally, We may share Your personal data in the following instances:

- In the event of any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Our business, assets or stock (including in any insolvency or similar proceedings); and
- To meet any legal obligation, including to the relevant ombudsman if You make a complaint about the product or service We have provided to You.

#### **5. Where will my personal data be processed?**

Your personal data may be processed both inside and outside of Switzerland by the parties specified in section 4 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. We will not disclose Your personal data to parties who are not authorized to process them.

Whenever We transfer Your personal data for processing outside of Switzerland by another Allianz Group company, We will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Privacy Standard (Allianz' BCR) which establish adequate protection for personal data and are

legally binding on all Allianz Group companies: <https://www.allianz.com/en/>.

Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed here [Where Allianz' BCR do not apply](#), We will instead take steps to ensure that the transfer of Your personal data outside of the European Economic Area (EEA) receives an adequate level of protection as it does in the EEA. You can find out what safeguards We rely upon for such transfers (for example, Standard Contractual Clauses) by contacting Us as detailed in section 9 below.

## 6. What are Your rights in respect of Your personal data?

Where permitted by applicable law or regulation, You have the right to:

- Access Your personal data held about You and learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;
- Withdraw Your consent at any time where Your personal data is processed with Your consent;
- Update or correct Your personal data so that it is always accurate;
- Delete Your personal data from Our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of Your personal data in certain circumstances, for example where You have contested the accuracy of Your personal data, for the period enabling Us to verify its accuracy;
- Obtain Your personal data in an electronic format for You or for Your new insurer; and
- File a complaint with Us and/or the relevant data protection authority.

You may exercise these rights by contacting Us as detailed in section 9 below providing Your name, email address, account identification, and purpose of Your request.

## 7. How can You object to the processing of Your personal data?

Where permitted by applicable laws or regulations, You have the right to object to Us processing Your personal data, or tell Us to stop processing it. Once You have informed Us of this request, We shall no longer process Your personal data unless permitted by applicable laws and regulations.

You may exercise this right in the same manner as for Your other rights indicated in section 6 above.

## 8. How long do We keep Your personal data?

We will retain Your personal data only for as long as they are necessary for the purposes communicated in this Privacy Notice, and deleted or anonymized when no longer required. Here below We inform You of some of the retention periods applicable to the purposes informed in section 3 above.

However, please be aware that sometimes additional specific requirements or events may override or modify them, such as ongoing legal holds over relevant information, or pending litigation or regulatory investigations, which may supersede or suspend these periods until the matter has been closed, and the relevant period to review or to appeal has expired. In particular, retention periods based on specified periods for legal claims can be interrupted and then start to run again

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided.
Policy Information (underwriting, claims handling, management of complaints, litigation cases,	We will keep the personal information relating to Your Insurance Policy during the validity period

quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...).	of Your Insurance contract and the specified period of any litigation cases that may arise from it, as a general rule for a minimum of 7 additional years. This period may be longer or shorter as determined by the Swiss applicable laws on insurance contracts.
Claims Information (claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes).	We will retain the personal information You provide to Us or We collect and process according to this privacy notice for a minimum period of 7 years as from the date of settlement of the claim. This period may be longer or shorter as determined by the Swiss applicable laws on insurance contracts.
Supporting documents to provide evidence of compliance with legal obligations such as taxation or accounting.	We will process in these documents the personal data You provide to Us, or We collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and for a minimum of 10 years from the first day of the relevant tax year.

We will not retain Your personal data for longer than necessary and We will hold it only for the purposes for which it was obtained.

#### **9. How can You contact Us?**

If You have any queries about how We use Your personal data, You can contact Us

AWP P&C S.A. – Wallisellen Branch (Switzerland)  
 Data Privacy  
 Richtiplatz 1  
 8304 Wallisellen  
 Switzerland

#### **10. How often do We update this privacy notice?**

We regularly review this privacy notice in line with the latest changes and may make necessary adjustments.

*Status: June 2023*