



GENESIS

# GENESIS ROADSIDE ASSISTANCE

TERMS OF MOBILITY GUARANTEE

GENESIS ROADSIDE ASSISTANCE CENTER  
00 800 00 32 33 00

For registration and processing of your claim for an accident or breakdown, contact:

Genesis Assistance  
c/o TCS Assistance B2B  
Poststrasse 1  
3072 Ostermündingen



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#### 1. SUBJECT MATTER OF THE INSURANCE

Genesis Roadside Assistance provides protection and mobility. If an insured vehicle is rendered unfit to drive or unusable by a breakdown, accident, theft, vandalism, fire or defective safety equipment, Genesis Roadside Assistance provides help quickly and simply.

#### 2. INSURED PERSONS

The insured persons are the driver and passengers travelling in the insured vehicle (up to the maximum number of passengers permitted by the vehicle registration document).

#### 3. INSURED VEHICLES

Genesis-branded motor vehicles (new cars) up to a total weight of 3500 kg, registered in Switzerland or in the Principality of Liechtenstein with an initial registration date of 1 February 2021 or later, and imported by Genesis Motor Switzerland AG.

#### 4. TERRITORIAL SCOPE

The insurance covers insured events occurring in Switzerland or in the Principality of Liechtenstein and in the following European countries:

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, Northern Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (Europe), Ukraine, United Kingdom

The Principality of Liechtenstein is considered to fall within the territorial scope of Switzerland. In case of transport by sea, insurance coverage is uninterrupted if the places of departure and destination lie within that territorial scope.

#### 5. EFFECTIVE DATE AND TERM OF THE INSURANCE COVERAGE

The insurance coverage for new Genesis cars shall commence on the initial vehicle registration date and terminate at 12 midnight of the last day of a 5-year term.

#### 6. INSURED PERSON'S DUTIES IN AN INSURED EVENT

The insured person has a duty to fully comply with the contractual and statutory obligations of conduct, reporting, and supplying information.

- 6.1. The insured person has a duty to take all such actions as may help mitigate loss or damage and clarify the incident.

If any claims for the benefits provided by Genesis Roadside Assistance can also be asserted by against third parties the insured person, then the insured person shall protect and assign such claims to Genesis Roadside Assistance.

- 6.2. To be able to assert claims for the benefits of Genesis Roadside Assistance, the occurrence of the incident must be promptly reported to the Genesis Roadside Assistance Center. The Genesis Roadside Assistance Center is under no obligation to provide any benefits that it has not approved in advance.



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- 6.3. Any claims for damage caused to the insured vehicle by a service provider hired by Genesis Roadside Assistance in connection with an insured event must be asserted directly against that service provider or the originator of the damage.
- 6.4. The following documents must be submitted to Genesis Roadside Assistance at the following address:
- Original receipts/invoices for additional insured costs
  - Original flight/bus/train tickets
  - Police report

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## 7. CONSEQUENCES OF BREACHING THE OBLIGATIONS OF CONDUCT AND SUPPLYING INFORMATION

If an insured person breaches contractual or statutory obligations of conduct, reporting, or supplying information, and the cause, occurrence, extent or assessment of the damage is affected as a result, Genesis Roadside Assistance may deny or reduce its benefits. The benefits will not be reduced if the beneficiary can prove that his or her conduct did not adversely affect the loss or damage or the assessment thereof.

## 8. INSURANCE BENEFITS

The additional benefits described under 8.2 to 8.7 cannot be claimed unless the breakdown assistance under 8.1 was arranged by Genesis Roadside Assistance.

### 8.1. Breakdown assistance/towing/recovery

- 8.1.1 Arranging for the vehicle to be stored to roadworthy condition, if possible at the place where the incident occurred, including assumption of the costs.
- 8.1.2 If the vehicle is unfit to drive for reasons that cannot be remedied at the place of the incident, Genesis Roadside Assistance shall arrange for the towing of the insured vehicle (including any attached trailers or mobile homes) up to the next Genesis Service Point in Switzerland or to a suitable garage in a foreign country if Genesis has no nearby service point.
- 8.1.3 Fully electrically powered vehicles – Remaining battery capacity: If the remaining battery capacity is insufficient to reach a recharging station, organizational assistance will be offered or the vehicle will be transported to the nearest recharging station. No follow-up benefits will be provided in such cases.
- 8.1.4 The costs of repairs, spare parts and scrapping are not covered by the insurance.



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- 8.1.5 After an accident, Genesis Roadside Assistance will arrange for recovery (getting the vehicle back on the road) of the insured vehicle and of any coupled trailer or mobile home, and assume the related costs up to a maximum of CHF 2000.
- 8.2. Rental cars/hotel accommodations/further travel or return to place of residence  
The following benefits cannot be combined.
- 8.2.1 Rental car  
If the incident affecting the insured vehicle in Switzerland or abroad cannot be resolved within 24 hours, Genesis Roadside Assistance will arrange for a rental car in the same category as the Genesis vehicle if possible, or else in the closest available category, for the duration of the repairs, up to a maximum of 3 days per incident.
- Fuel costs and other incidental costs are not covered by the insurance. The insured person undertakes to comply with the contractual provisions of the rental car company.
- Or
- 8.2.2 Accommodation  
If the insured vehicle cannot be repaired on the same day (24h), Genesis Roadside Assistance will book and pay up to CHF 440 per person per night for a hotel accommodation.
- Or
- 8.2.3 Further travel or return to place of residence  
If the incident with the insured vehicle cannot be solved on the same day (24h), Genesis Roadside Assistance will arrange and pay for return travel to the insured person's permanent place of residence in Switzerland or further travel to the demonstrable original destination via public transportation (1st-class train ticket or else an Economy Class flight ticket if the train ride exceeds 6 hours) up to a maximum of CHF 550 per person per incident.
- 8.3. Taxi costs  
A maximum allowance of CHF 330 per incident is available for taxi costs necessarily incurred in connection with the insured incident.
- 8.4. Return transport of the vehicle from abroad  
If the vehicle in the foreign country cannot be repaired within 5 working days, then Genesis Roadside Assistance will arrange and pay for return transport of the vehicle (including the mobile home/trailer, where applicable) to the Genesis Service Point closest to the vehicle-holder's permanent place of residence, including any costs of secure storage of the vehicle (up to a maximum of CHF 120). Return transport shall only be provided if the transport costs are less than the current market value of the vehicle after the incident.
- 8.5. Pick-up of the repaired vehicle  
If the vehicle cannot be repaired on the same day, then Genesis Roadside Assistance will pay the costs for the insured person or the agent thereof to take public transportation in order to pick up the repaired vehicle (1st-class train ticket or else an Economy Class flight ticket if the train ride exceeds 6 hours, up to a maximum of CHF 700).



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### 8.6. Delivery of spare parts abroad

If the necessary spare parts cannot be procured at the Genesis Service Point or in the suitable repair center abroad, then Genesis Roadside Assistance will arrange and pay for the delivery of such parts. The costs of the spare parts are not covered by the insurance.

### 8.7. Notification service

If Genesis Roadside Assistance arranged for the measures under 8.1 to 8.6 and such measures no longer allow the insured person to reach the destination in a timely manner, then, if need be, Genesis Roadside Assistance will notify the insured person's family members and employer of the situation and of the measures taken.

## 9. UNINSURED EVENTS/EXCLUSIONS

### 9.1. No coverage is provided for events caused by:

- grossly negligent or wilful actions or omissions on the part of the owner, the driver, or a passenger;
- installing unauthorized parts or making any sort of changes to the vehicle that are not authorized by the manufacturer;
- participating in motorsport competitions, training, speed or endurance tests, manoeuvres or similar events (e.g. race driver training courses or skidding courses);
- abusing alcohol, narcotics or pharmaceuticals;
- committing or attempting to commit crimes or misdemeanours;
- participating in risky actions that involve deliberately exposing oneself to danger;
- natural disasters;
- loss or damage directly attributable to intervention by government agencies;
- using the vehicle in manner contrary to the recommendations enumerated in the user's manual;
- vehicles driven to the Genesis Service Point independently by the driver (exception: defective safety equipment as described in 11.1, subject to approval by the Genesis Consumer Relation Center).

9.2. Accidents and breakdowns caused by warlike or terrorist events and riots of all kinds, mass demonstrations, looting, and measures taken against them, as well as events due to strikes or natural disasters and incidents involving nuclear, biological or chemical substances.

9.3. Breakdowns and accidents that occur during such driving as is prohibited by law or by the public authorities.

9.4. Events that occur off-road or on unofficial roads, i.e. off-road driving;

9.5. If the vehicle at the time of the event being in a condition that fails to comply with the applicable regulations of the Traffic Code or in the event of failure to carry out the maintenance work recommended by the manufacturer.

9.6. Claims arising from loss or damage to any transported goods or animals are not covered.

9.7. Any consequential damages are not covered.

9.8. Genesis Assistance is not liable for loss or damage caused by a service provider commissioned by it.



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- 9.9. Events such as the loss or theft of objects carried in the vehicle in the event of a breakdown, accident or during transportation of the vehicle.
- 9.10. Indirect or consequential damage such as lost profit or lost acquisitions, missed flights or missed concerts, etc.
- 9.11. Voluntary payments (e.g., gratuities).
- 9.12. Compensation of any articles locked into or left behind in the vehicle.

### 10. REDUCED BENEFITS

- 10.1. Rental cars, taxis, vehicles of driving schools or vehicles used commercially are only insured with respect to the benefits under 8.1.

### 11. DEFINITIONS

#### 11.1. Unfitness to drive

For the present purposes, "unfitness to drive" means that a vehicle can no longer be driven as a result of a breakdown or accident or that the vehicle has been rendered unfit to drive to as a result of damage following attempted theft, vandalism, fire, or defective vehicle safety equipment (air-bag system alarm, seat-belts, windscreen wipers, turn signals, headlights or rear lights).

#### 11.2. Breakdown

A "breakdown" means any sudden, unforeseeable failure of the insured motor vehicle as a result of an electrical or mechanical defect that makes further driving impossible or illegal. The following are treated as equivalent to a breakdown: tire defects, fuel shortages, improper fuel, contaminated fuel, lost or damaged keys, keys locked into the vehicle, or discharged batteries (including high-voltage batteries).

#### 11.3. Accident

An "accident" means damage to the insured vehicle caused by an sudden violent external event that makes further driving impossible or illegal, including, in particular, events caused by impact, collision, overturning, falling, subsidence or sinking.

#### 11.4. Theft

Loss, destruction or damage due to theft.

#### 11.5. Vandalism

Wilful or malicious damage to the insured vehicle.

### 12. LIMITATION PERIOD

Claims shall lapse two years after the occurrence of the incident underlying the claim.

### 13. PLACE OF JURISDICTION

Claims may be filed against Genesis Roadside Assistance at the courts of the seat of Genesis Roadside Assistance or of the Swiss place of residence of the insured person. If the insured person's place of residence is outside Switzerland, then the seat of Genesis Roadside Assistance shall be deemed to be the place of jurisdiction.



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14. SERVICE PROVIDER

The assistance benefits shall be provided on behalf and by order of Genesis Motor Switzerland AG by Touring Club Schweiz in collaboration with TAS Versicherungen AG, chemin de Blandonnet 4, 1214 Vernier, and its partner network.