

## Race'n'Fun Conditions

### Purpose of insurance

The insurance covers the motor car described on the back of this page for the duration of the specified event or series in cases where indemnification is not provided under any other casco insurance; the insurance provides subsidiary coverage in respect of any other insurance covering the same risks. Coverage begins at the start of the event or series and stops at the end of the event or series at the specified venue. The driver must have a valid driving licence on the day of the series or event.

### Scope of insurance

Coverage is provided exclusively during the event or series indicated on the insurance proposal (back page of document) for all collision risks confirmed by an expert, namely:

- Collision;
- Crash against a stationary or mobile object;
- Roll-over not preceded by a collision (somersault).

Accordingly, the insurance covers all damages to the insured vehicle, including mechanical damage except tires, which are the direct consequence of one of the above-mentioned causes.

### Start and end

Coverage starts each time the insured car accesses the pit lane to reach the track where the series or event is taking place, and stops as soon as the car leaves the track or the pit lane for the box or the drivers' parking area.

### Descriptions

Excess: Will be deducted per event for each series or event.

Insured sum: The specified insured sum shall not be construed as proof of the value of the insured car; in the event of a loss, the policyholder must justify the value.

Insured sum at 1<sup>st</sup> risk per series or event: Damage will be repaired up to the insured sum regardless of any underinsurance. The insured sum at 1<sup>st</sup> risk shall not exceed the present value of the car according to an expert.

### Exclusions

Are not covered:

- Motor car liability insurance or any other third-party liability coverage;
- Damage not caused by a collision;
- Damage caused by fire and which is not consecutive to a collision;
- Theft, and damage caused by theft or attempted theft;
- Damage during transport to and from the venue of the series or event, and damage during loading and unloading of the car;
- Mechanical breakdowns of any nature whatsoever;
- Damages to tires;
- Any paintwork (such as decorative paintwork, stickers, commercial markings and advertising, etc.) other than the basic paintwork;
- Non accidental damage or brought about by natural causes (such as hails, storms, earthquakes, etc.);
- Damage caused by drunken driving or driving under the influence of drugs or doping substances;
- Indirect damages such as loss of earnings, loss of interest, rate differentials or falls in prices and losses for deprived use;
- The consequences of fraud by the policyholder; in case of serious fault, TSM shall be entitled to reduce its benefits proportionately with the degree of fault;
- The consequences of confiscation, removal or retention by a government, authority or power;
- Damages resulting from war, political or social acts, acts of terrorism or nuclear acts;
- Damages arising while the car is being repaired;
- Damages resulting from lack of maintenance;
- Loss of technical performance of the repaired, replaced or rebuilt car;
- Depreciation of purchase value after the damages;
- Transport costs.

If the insured knowingly files a claim for a wrong or fraudulent amount, or containing any other wrong or fraudulent information, TSM shall be released from its liability.

### Obligations in case of a loss

The policyholder shall promptly declare any loss of which he is aware to TSM. Moreover, the policyholder shall take all necessary steps to safeguard and recover the insured car and to limit damages. An estimate must be submitted to TSM for approval before the car can be repaired. Furthermore, TSM reserves the right to intervene directly to establish the cause, nature and extent of the damage, or to call in an expert to do so. If necessary, the expert may decide to reduce the "new for old" indemnification for certain parts. Liability claims against any third parties who could be made accountable for damages must be safeguarded. If the policyholder fails to observe these obligations, the indemnification may be reduced proportionately to the policyholder's degree of fault.

### Bank particulars

Bank: Banque Cantonale Neuchâteloise, Avenue Léopold-Robert 44, CH-2301 La Chaux-de-Fonds

CHF:	account n°	1004.70.17.1	EUR:	account n°	1004.70.19.1
	Clearing n°	766		Clearing n°	766
	IBAN	CH64 0076 6000 1004 7017 1		IBAN	CH09 0076 6000 1004 7019 1
	BIC/Swift-Code	BCNNCH22		BIC/Swift-Code	BCNNCH22

### Jurisdiction

The place of jurisdiction is at the registered office of TSM in la Chaux-de-Fonds, Switzerland, unless another jurisdiction is mandatory by law.

### Governing Law

The present contract is based on this document, the terms and conditions of insurance and also on the Federal Law on Insurance Contracts, and is governed by Swiss law.