

## STI for Daily Safe snowboard & ski breakage and theft insurance, October 2021 edition

Standard Terms of Insurance (STI) for the collective insurance agreement between Helvetia Insurance Company Ltd., St. Gallen, Switzerland (the Insurer) and Suisse Alpine Service AG (the Policyholder).

### 1. Inception, term and end of insurance cover

The Daily Safe insurance cover is valid between 8:00 a.m. and 6:00 p.m. on the day specified when the insurance is purchased or paid for. The term of the Holiday Safe insurance cover is specified in the insurance certificate. In addition, the insurance cover ends in the event of a total loss.

### 2. Revocation of insurance

The insurance may be revoked within 14 days of being concluded, but no later than 24 hours prior to inception. The insurance ends upon issue of the notice of revocation. Premiums already paid are refunded to the insured person.

### 3. Territorial scope

The insurance applies within Switzerland and in the adjacent ski resorts of neighbouring countries.

### 4. Insured person / claimant

The person named in the confirmation of insurance / insurance certificate is covered by this insurance and entitled to make claims under it. The insured person must be a permanent resident of Switzerland.

### 5. Insured object

The insurance covers the winter sports equipment (downhill/cross-country skis and poles, snowboards) that the insured person uses to ski/snowboard with on the day covered by the insurance.

### 6. Sum insured

#### 6.1 for breakage (Section 8), theft (Section 9) and loss (Section 10)

The sum insured is the purchase price of the winter sports equipment as shown on the purchase receipt or insurance certificate, but no more than CHF 1,000 (on a first-loss basis).

#### 6.2 for SOS services (Section 11)

The sum insured for search and rescue costs is CHF 5,000 on a first-loss basis. The sum insured for emergency transport is CHF 10,000 on a first-loss basis.

### 7. Maximum compensation limit per loss event

#### 7.1 for breakage (Section 8), theft (Section 9) and loss (Section 10)

The maximum compensation provided by Helvetia is CHF 1,000 on a first-loss basis.

Current value: The maximum compensation limit per loss event decreases by 10% a year from the date of purchase of the insured winter sports equipment until it reaches a minimum compensation amount per loss event of 50% of the purchase price.

#### 7.2 for SOS services (Section 11)

The maximum compensation limit for search and rescue costs is CHF 5,000 on a first-loss basis. The maximum compensation limit for emergency transport is CHF 10,000 on a first-loss basis.

### 8. Insured events – breakage

The insurance covers the sudden and unexpected breakage of or damage to the insured winter sports equipment while in use.

This list is exhaustive.

### 9. Insured events – theft

The insurance covers loss of the winter sports equipment due to theft (excluding attempted theft), to forcible appropriation for the purpose of use or to robbery occurring while the equipment is in use.

This list is exhaustive.

### 10. Insured events – loss

The insurance covers the sudden and unexpected loss of the equipment due to a fall occurring while practising the sport.

### 11. Insured events – SOS cover

The insurance covers financial losses verifiably incurred by the insured person due to a sudden and unexpected accident involving the insured winter sports equipment that makes it impossible for the insured person to continue on his/her way independently because of bodily injury or of damage to the winter sports equipment. An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body or the winter sports equipment.

This list is exhaustive.

### 12. Compensation in the event of breakage, theft or loss

If an insured event occurs, Helvetia pays compensation as follows:

- In the event of a partial loss:

The repair costs, but no more than the current value of the winter sports equipment in accordance with the table below.

- In the event of a total loss:

The current value of the winter sports equipment in accordance with the table below.

#### Current value table

Age of the winter sports equipment in years	Maximum compensation limit, percentage of original purchase price
1	100%
2	90%
3	80%
4	70%
5	60%
6 and older	50%

If the damaged winter sports equipment cannot be repaired or repair is uneconomical, this is also deemed to be a total loss. Under these terms of insurance, repair is considered to be uneconomical if the resulting costs exceed the current value of the insured winter sports equipment.

In the event of loss due to theft, Helvetia will not compensate the insured person until 30 days have elapsed since the winter sports equipment was reported to the police as stolen and the equipment has not been recovered in the interim.

### 13. Compensation for loss events under SOS insurance

Following an insured event in accordance with Section 10, Helvetia compensates the insured person for costs verifiably incurred for:

- search and recovery activities, but no more than CHF 5,000 per event;
- emergency transport to the nearest hospital suitable for the treatment or medically necessary transfer to another hospital suitable for the treatment, but no more than CHF 10,000 per insured event.

Before financial compensation is provided, the insured person must first pay for the search and recovery costs, the emergency transport or the transfer to a suitable hospital.

### 14. Deductible

Helvetia waives its right to impose a deductible.

## 15. Exclusions

In particular, the insurance does not cover the following:

- a. damage due to events caused by fire and natural forces;
- b. damage due to permanent, foreseeable impacts such as ageing, wear and tear, corrosion or the excessive build-up of rust, mud or other deposits or to damage to coatings, (upper) edges, surfaces or protective ends or to loss of tension;
- c. damage as a result of gross negligence or the failure to take due care;
- d. damage for which the manufacturer or seller is contractually or legally liable (warranty claims);
- e. damage due to manufacturing faults or material defects, e.g. defective bonding, cracked upper surfaces or treads, or design defects;
- f. damage due to armed conflict, acts of terrorism or unrest of any sort and to any countermeasures taken;
- g. damage due to vandalism;
- h. damage resulting from official orders, confiscation or strikes;
- i. damage due to improper use;
- j. damage incurred during participation in races;
- k. damage of which the insured person is unable to furnish proof;
- l. damage arising out of events that had already occurred prior to inception of the insurance;
- m. damage that is not incurred during use of the winter sports equipment;
- n. thefts occurring at the insured person's permanent place of residence (including from the cellar, attic, garage, etc. thereof) or a temporary residence (holiday home, hotel, etc.) or from a passenger vehicle (including from its roof rack) parked at the insured person's permanent or temporary place of residence;
- o. liability claims.

## 16. General obligations

The insured person must read and comply with the operating and maintenance instructions of the manufacturer of the insured equipment.

## 17. Obligations in the event of a claim

The owner of the winter sports equipment is obliged to take all reasonable measures of his/her own accord to avert or mitigate damage. Similarly, the owner must not make any changes to the winter sports equipment that make it impossible to verify the cause of the damage.

Suisse Alpine must be notified of any claim without delay (within 24 hours of occurrence).

In the event of a theft, the insured person must file a report with the local police immediately (within 24 hours).

If the equipment is lost as a result of a fall, the claim notification must be accompanied by a written confirmation from the nearest authority (operator of mountain railway, ski-lift or similar).

In the case of compensation in accordance with Section 13 (SOS insurance), the insured person must provide corresponding proof

of having paid the costs incurred as a result of the accident.

Alpine Suisse must be notified of any claims without delay (no later than 14 days after they become known). You will find further information and forms at <https://www.suisse-alpine.ch/home/intro/?userlang=EN>

## 18. Breach of obligations

Compensation may be reduced or refused if statutory or contractual obligations are breached. This does not apply if the breach is deemed to have been involuntary given the circumstances or if it can be proven that the breach had no influence on occurrence of the insured event or on the amount of the benefits payable by Helvetia.

## 19. Data processing

Suisse Alpine and Helvetia process data only to the extent necessary for the performance of the contract and to handle claims and benefits. Data may also be processed in order to streamline administration, optimize products or perform statistical analyses, and for marketing purposes. If necessary, data is passed on to third parties involved, particularly to previous insurers, coinsurers and reinsurers, and to other insurers involved in Switzerland and abroad, as well as to domestic and foreign Helvetia Group companies. Helvetia may also obtain pertinent information from government offices and other third parties, especially on past loss experience. You can find further, up-to-date information on data processing at <https://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>.

To combat insurance fraud, Helvetia is affiliated with the Hinweis- und Informationssystem (HIS), which is managed by SVV Solution AG. Cases are entered in the HIS in accordance with predefined entry reasons of an insurance-related nature. Each individual entered in this system will be informed thereof in writing. This database is registered with the Federal Data Protection and Information Commissioner (FDPIC) and entries are made on the basis of a set of regulations known to the latter. The database is owned by SVV Solution AG. Find out more about HIS at [www.svv.ch/his](http://www.svv.ch/his).

## 20. Other insurance covers and liability

Any other insurance contracts in force at the time of the loss event and covering the same risks as those insured under this ski & snowboard breakage and theft insurance policy take precedence. Helvetia will provide benefits under these terms of insurance only in cases where other insurance contracts provide no or only partial benefits.

If a liable party has to pay the costs of the insured event, their liability to pay compensation takes precedence over the duty to pay benefits as stipulated in this contract. If the liable party refuses to pay and if an indemnifiable loss exists in accordance with these terms of insurance, Helvetia will make an advance payment and assume the insured person's rights in respect of the liable party. The subtraction of the deductible or deductible differences and reductions due to gross negligence, breach of obligations,

underinsurance and differing valuations in the event of a claim will not be compensated under these conditions of insurance.

## 21. Place of jurisdiction and applicable law

The place of jurisdiction for all disputes arising out of or in connection with this contract is either Helvetia's domicile (St. Gallen, Switzerland) or the insured person's place of residence. These STI are governed by Swiss law.