

# Ski/snowboard breakage and theft insurance

(The skis or snowboards are referred to below as the "sports kit")

## INFORMATION FOR THE INSURED PERSON

Use of the male gender to facilitate readability is intended to also refer to the female gender.

EUROPÄISCHE Reiseversicherungs AG, hereinafter referred to as ERV, with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (GCI).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the insurance policy or on the guarantee certificate and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insured.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the general terms and conditions of insurance (GCI) will have exclusive validity.

## GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E840

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### 1 GENERAL PROVISIONS

#### 1.1 Insured person

The insured person is the lawful holder of the Suisse Alpine ski insurance which comprises the premium invoice and these GCI.

#### 1.2 Scope and policy period

- A The insurance is valid throughout Switzerland and in ski domains of neighbouring countries.
- B The insurance begins and ends on the dates shown on the premium invoice, but not before the premium has been paid (date of postmark or evidence of payment).
- C On the expiry of this period, the insurance may be extended for one further year in each case by settling the premium invoice submitted by the company.

#### 1.3 Claims against third parties

If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.

#### 1.4 Additional provisions

- A The person entitled to the payment may choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- B Payments received unjustly from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- C The provisions of the Insurance Contracts Act VWG and Swiss law shall apply.

#### 1.5 Claim

- A Acting on his own initiative, the insured person must take all reasonable precautions to avert and alleviate the damage. Similarly, he must not make any changes to the damaged sports kit which would render a verification of the cause of the claim impossible. He must comply with the instructions given by ERV.
- B Damaged sports kit must be brought to a retail sports outlet in Switzerland or in the Principality of Liechtenstein immediately after the damage has occurred. At the same time, a truthful and full claim report must be made there.
- C In case of theft, the police station nearest to the place at which the theft occurred must be notified without delay. ERV must be informed immediately in writing of the theft.
- D In the event of loss caused by a fall, the insured person must take all reasonable measures to recover the sports kit. The notice of claim to ERV must be accompanied by a written attestation from the nearest reporting office (mountain railway, ski lift etc.).
- E In the event of any breach of these provisions or failure to comply with the obligations, the insured person loses all entitlement to compensation.

#### 1.6 Calculation of the compensation

- A Calculation of the compensation is determined by the purchase price of the ski/snowboard including the binding.
- B The ski poles are likewise insured up to a maximum of CHF 100.
- C Where damaged sports kit can be repaired, ERV will pay the repair costs up to the replacement value.
- D For sports kit which has been lost or is irreparable, the replacement value pursuant to par. 1.6 E and F will be paid.

- E In the 1<sup>st</sup> and 2<sup>nd</sup> years after the date of purchase, the replacement value is 100% of the purchase price. The replacement payment made by ERV is then reduced by 10% per annum, down to a minimum compensation of 50% of the purchase price. If the replacement price at the time when the claim is settled is lower than this, the latter shall be regarded as the replacement value.
- F If, when the event leading up to the claim occurred, the sports kit was already affected by an abnormally high loss of value caused by wear and tear, ERV will reduce the replacement value by the amount which would have had to be paid for repair of the wear damage which is not insured.
- G In the event of loss pursuant to par. 1.5 D, compensation for the ski/snowboard and binding amounts to 50% of the replacement value calculated according to par. 1.6 E.
- H In case of breakage and theft, compensation is limited to the purchase price of the sports kit or the insured sum.
- I When the insured sum for the sports kit designated in the policy has been fully used up, insurance cover for the binding and poles likewise lapses.

## 2 SKI/SNOWBOARD BREAKAGE

### 2.1 Scope of insurance

ERV grants the insured person compensation for the sports kit (including the binding as a single unit), designated in the policy, together with the poles (excluding other accessories) in the event of breakage or damage during their use and on the direct route from the place of residence to the ski domain and back again. A condition is that the damage must have been caused by a sudden, unforeseen and violent event beyond the control of the insured person.

### 2.2 Not insured are

- A Damage caused deliberately by failure to comply with the customary duty of care or gross negligence.
- B Damage caused by wear and tear: this means damage which is not the result of a sudden accidental event, but has been caused by use or for other reasons (aging, corrosion, lack of maintenance or inadequate maintenance). Damage to the lining, edges, side sections, upper edges and surfaces, loss of the end protector and loss of tension are likewise excluded.
- C Damage caused by manufacturing or material defects, such as defective gluing, tears in the upper and running surfaces and design faults which manifestly cause repeated and identical types of damage to sports kit of an identical model (epidemic damage).
- D Rented kit and rented kit costs, leased and test kit, together with racing skis/snowboards.

## 3 SKI/SNOWBOARD THEFT

### 3.1 Scope of insurance

- A ERV compensates the insured person for loss by theft of the sports kit designated in the policy (including the binding as a single unit) and the poles while they are being used and on the direct route from the place of residence to the ski domain and back again.
- B ERV must be given an opportunity to verify the appropriate nature of the claim by consulting the written police report (see par. 1.5 C above).

### 3.2 Not insured are

- A Thefts from the permanent place of residence at the domicile (including the cellar, attic, garage etc.) of the insured person and from a passenger car parked at the domicile (including theft from the roof rack).
- B Thefts caused deliberately by failure to respect the generally valid obligation of care or by gross negligence.
- C Rented kit and rented kit costs, leased and test kit, together with racing skis/snowboards.

## 4 LOSS OF SKI/SNOWBOARDS

### 4.1 Scope of insurance

ERV grants the insured person partial compensation for loss of the sports kit (including the binding as a single unit) designated in the policy. The loss must be the direct result of a fall which occurred while practising the sport. In addition, at the time of the fall, the sports kit must have been fitted with an arresting device in working order.

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