

## GTC Ski/Snowboard breakage & theft insurance, issue august 2019

General Terms and Conditions of Insurance (GTC) for group insurance contracts between Helvetia Schweizerische Versicherungsgesellschaft AG, St. Gallen as insurer and Suisse Alpine Service AG as policyholder.

### 1. Start, end and duration of insurance

The insurance cover begins on the date stated on the insurance certificate, but at the earliest with the payment of the premium and ends:

- on the date indicated on the insurance certificate;
- In the event of theft;
- in the event of a total loss.

### 2. Cancellation of the insurance

A cancellation of the insurance is possible within 14 days of conclusion of the contract, provided no claim has been made by then. The insurance expires upon submission of the declaration of revocation. The premium paid will be refunded to the insured person.

### 3. Number of insured claims per insurance year

One claim is insured per insurance year. This is independent of the cause which led to the insured loss.

### 4. Local scope of application

The insurance applies within Switzerland as well as in the ski resorts of the surrounding border countries.

### 5. Insured person/entitled person in the event of a claim

The insured person is the person listed in the insurance certificate. They must reside in Switzerland or in the Principality of Liechtenstein.

### 6. Insured object

The object of the insurance is the ski or snowboard (hereinafter referred to as "sports equipment"), including binding and poles, listed with brand and type in the insurance certificate.

### 7. Transfer of insurance to replacement sports equipment

The insurance also applies to replacement sports equipment if the insured sports equipment is replaced as a result of a warranty claim (manufacturer's and seller's warranty).

### 8. Change of ownership

If the insured sports equipment changes ownership, the insurance cover also applies to the purchaser.

### 9. Sum insured

The sum insured is stated in the insurance certificate and corresponds to the purchase price of the insured sports equipment.

A sum insured of CHF 200.- applies to first risk for ski poles.

The sum insured for rental costs is a maximum of CHF 300 at first risk.

### 10. Insured events Break

The insurance covers unforeseen and sudden breakage of or damage to the insured sports equipment that occurs during use or on the direct outward and return journey from the insured person's place of residence to the ski resort.

This list is exhaustive.

### 11. Insured events Theft

The insurance covers loss as a result of complete theft, violent theft for use or robbery occurring during use or on the direct return journey from the insured person's place of residence to the ski resort.

This list is exhaustive.

### 12. Insured events Loss

The insurance covers loss as a result of a fall that occurs while exercising the sport. The loss is only covered if the

sports equipment has a fully functional safety catch at the time of the fall.

This list is exhaustive.

### 13. Benefits in the event of a claim

If an insured loss occurs, Helvetia compensates as follows:

- In the event of a partial damage: the repair costs up to a maximum of the purchase price of the insured sports equipment at the time of the claim or up to the maximum compensation limit stated in the insurance certificate;
- In the event of a total loss: The replacement value amounts to a maximum of the purchase price of the insured sports equipment at the time of the claim or to the maximum compensation limit stated in the insurance certificate. The replacement value amounts to a maximum of the purchase price of the insured sports equipment at the time of the claim or to the maximum compensation limit stated in the insurance certificate.

The ski poles are insured up to max. CHF 200 at first risk.

A total loss also exists if the repair of the sports equipment is technically not possible or not economical. For the purposes of these conditions, a repair shall be deemed not to be economical if the resulting costs are higher than the replacement value of the insured sports equipment at the time of the claim.

In the event of loss as a result of theft, Helvetia will only compensate the insured person if the sports equipment reported as stolen is not recovered within 30 days of the theft report being submitted to the police.

### 14. assumption of rental costs in case of damage

If, as a result of an insured event, it becomes impossible to use the sports equipment in the ski resort, Helvetia shall compensate the insured person for the costs demonstrably incurred by the insured person for the rental of replacement sports equipment of the same or, if not available, similar type and quality in the ski resort.

### 15. Deductible

Break:

A deductible shall not be levied in the event of breakage or damage.

Theft:

A deductible is not levied in the event of theft.

Loss:

The insured person must pay a deductible of 50% of the compensation.

### 16. Exclusions

Not insured are in particular:

- damage caused by fire, natural forces, civil unrest, earthquake and volcanic eruption
- Damage as a result of permanent, foreseeable influences such as ageing, wear, corrosion or excessive build-up of rust, sludge or other deposits as well as damage to the covering, to edges, top edges and surfaces, to end protection or due to loss of tension;
- Damage caused intentionally, by disregarding the generally customary duty of care or by gross negligence;
- Damage for which the manufacturer or seller as such is legally or contractually liable (warranty damage);

- Damage due to manufacturing or material defects, e.g. defective gluing, cracked surfaces or running surfaces as well as design defects
- Damage caused by war or terrorist events and unrest of all kinds and the measures taken to counter them;
- Damage as a result of vandalism;
- Losses due to loss or relocation;
- Damage resulting from official orders, confiscations or strikes;
- Damage resulting from improper use;
- Damage incurred during participation in racing events;
- Damages for which the insured person is not in a position to provide proof of loss;
- losses from events which had already occurred at the beginning of the insurance period;
- Damage that does not occur during use or on the direct outward and return journey from the insured person's place of residence to the ski resort.
- Thefts at the insured person's permanent place of residence (incl. cellar, scree, garage, etc.) and thefts at the temporary place of residence (holiday apartment, hotel, etc.) as well as from parked passenger cars (incl. roof rack) at the insured person's permanent place of residence or temporary place of residence;
- liability claims.

#### 17. Obligations in the event of a claim

The owner of the sports equipment is obliged to take all reasonable measures of his own to prevent and reduce the damage. Similarly, the owner must not make any changes to the damaged sports equipment that would make it impossible to check the cause of the damage.

##### Breakage and damage:

The damaged sports equipment must be delivered to a sports shop in Switzerland or the Principality of Liechtenstein immediately after the occurrence of the damage (no later than 14 days after it becomes known). At the same time, a damage report must be truthful and complete. If the loss event occurs during the holidays in Switzerland or the Principality of Liechtenstein, the sales transaction must be informed immediately by telephone.

##### Theft and loss:

The damage must be reported to Suisse Alpine immediately after occurrence (at the latest 14 days after becoming known). Information and forms can be found at [www.suisse-alpine.ch](http://www.suisse-alpine.ch).

In the event of theft, a police report must be submitted, which must be drawn up on site within 3 days of loss. In the event of loss due to a fall, the damage report must be accompanied by written confirmation from the nearest reporting office (mountain railways, ski lifts, etc.).

#### 18. Breach of obligations

In the event of violation of statutory or contractual regulations or obligations, benefits may be refused or reduced. This disadvantage does not occur if the injury is to be regarded as an involuntary one according to the circumstances.

#### 19. Other insurances and liabilities

Other insurance contracts existing at the time of the occurrence of the loss, which cover the same risks as those covered by the ski/snowboard breakage & theft insurance, have priority. Helvetia only provides services within the scope of these conditions if no or only partial services are provided under other contracts.

If a liable party is responsible for the event, his obligation to pay compensation shall take precedence over the obligation to perform under this contract. If the liable party rejects his obligation to indemnify and there is damage liable for compensation in accordance with these conditions, Helvetia shall be liable to the extent of the rights against the liable party. These conditions do not replace deductions of deductibles or differences in deductibles as well as reductions due to gross negligence, breaches of obligations, underinsurance and different valuations in the event of a claim.

#### 20. Place of jurisdiction and applicable law

Claims may be asserted in court at Helvetia's registered office in St. Gallen or at the Swiss or Liechtenstein place of residence or registered office of the insured person.

Swiss law applies, in particular the Swiss Federal Act on Insurance Contracts (VVG).