

Zurich Bike Insurance

General Conditions of Insurance (GCI)



Just call,
we are there for you.

**In emergencies:
0800 80 80 80**

Outside Switzerland
+41 44 628 98 98

Information

The insurer is Zurich Insurance Company Ltd (Zurich), a stock corporation under Swiss law, whose registered office is at Mythenquai 2, CH-8002 Zurich. The rights and obligations of the parties are governed by the following General Conditions of Insurance (GCI) as well as the applicable laws, including, in particular, the Swiss Federal Law on Insurance Contracts (LIC).

The GCI provide information on data processing and also define the following:

- the insured risks,
- the extent of the insurance coverage,
- exclusions,
- the duration and termination of the insurance contract,
- the obligations in the event of a loss.

Further rights and obligations are set out in the Swiss Federal Law on Insurance Contracts ("LIC"). For more information about premiums and fees, please visit www.zurich.ch/bike. Zurich may terminate the contract after every insured event covered under the policy, provided that the notice of termination is given on or before the date of benefit payment. The policyholder may terminate the contract after every insured event covered under the policy, provided that notice of termination is given at the latest within 14 days of being notified of the benefit payment by Zurich; in this case, the policyholder will not be entitled to any premium reimbursement. Further termination options are set out in LIC.

General Conditions of Insurance (GCI) for bike insurance Version 12/2019

The wording of the German original shall take precedence.

Art. 1 Commencement and duration of the Insurance

The insurance coverage for the registered bicycle or electric or electric motor-assisted bicycle with pedal assist up to 45 km/h (hereinafter referred to as "bike") shall commence on the date indicated in the policy and shall run for a period of 12 months. Motorbikes, mopeds and unicycles are not covered under the bike insurance.

Art. 2 Territorial scope of coverage

The insurance covers:

- breakdown assistance as defined in Art. 6.4 in Switzerland and the Principality of Liechtenstein,
- other benefits in Europe.

Art. 3 Insured persons

The insurance covers the natural or legal person registered as the owner of the insured bike at the time of the conclusion of the contract and other persons authorized to use the bike by the owner.

The insurance only covers policyholders residing or headquartered in Switzerland. If the bike is sold during the contract term, the insurance coverage for this particular bike will lapse.

Art. 4 Insured property

The insurance covers the bike registered with Zurich under the frame or bike ID number, including the accessories fixed to the bike (without trailers and electronic accessories) up to the agreed sum insured. It is only possible to register bikes that have been purchased new less than six years ago.

Art. 5 Insured events

The bike is insured against the following events (exhaustive list):

- theft, including use without permission,
- robbery (theft by using or threatening to use violence against the insured person)
- destruction or damage due to an accident or crash during use,
- breakdowns that render the bike unroadworthy.

Art. 6 Benefits

6.1 Theft, robbery

Zurich shall cover (up to the agreed sum insured)

- if the bike involved in the insured event is found within 30 days of receipt of theft notification, Zurich shall pay the necessary repair costs up to the amount of the replacement value at the time of the event of a loss or,
- if the bike is not found by this time, Zurich shall pay the replacement value as defined in Art. 6.5 for a bike of similar or equivalent value at the time of the event of a loss; Zurich is entitled to the bike if the stolen bike is found at a later point in time. Zurich is entitled, at its discretion, to pay compensation in kind.

6.2 Destruction or damage due to an accident or fall

Zurich shall cover (up to the agreed sum insured)

- in the case of a partial loss, the repair or maintenance costs up to the amount of the replacement value at the time of the event of a loss (damaged carbon frames shall be repaired where possible) or
- in the case of a total loss, the replacement value as laid down in Art. 6.5 for a bike of a similar or equivalent value at the time of the event of a loss. If the bike concerned is no longer available, Zurich shall alternatively pay for the replacement of the bike with another type/model, which has a similar or equivalent value as the insured bike at the time of the event of a loss. Zurich is entitled, at its discretion, to pay compensation in kind.

6.3 Breakdown

In the case of a breakdown, Zurich shall bear the additional expenses incurred as a result of transporting the broken down, insured bike (incl. trailers and slipstream bikes) and/or the user to his or her residence, company address or point of departure. Passengers are also covered if additional costs are incurred on their behalf as a result of the breakdown.

The indemnity for all the persons involved is capped at CHF 500. The indemnity for the additional expenses incurred (for all persons involved) shall be paid to the policyholder of the bike insurance policy.

6.4 Breakdown benefit (active breakdown assistance)

Where agreed, Zurich shall provide the following additional benefits, if the insured bike and connected trailer or slipstream bike are no longer usable as a result of a breakdown or accident:

- Organization and assumption of costs to restore the bike to working order, including spare parts (excluding batteries), which are usually carried by breakdown assistance vehicles. If the bike cannot be restored to working order at the scene, the bike shall be transported to the next suitable repair workshop for repairs or the residence, business address or point of departure of the bike ride.
- Additional costs are covered in accordance with the second paragraph of Art. 6.3.

If the scene of the breakdown or accident is not accessible by car, the insured person shall take his or her bike to a location which is accessible to breakdown assistance vehicle, without violating the Swiss Road Traffic Act. The insured person must be present during the repair.

6.5 Amortization in the event of a loss

The indemnity in the case of a total loss is calculated as follows:

In the 1 st year after a new purchase	=	replacement value
In the 2 nd year after a new purchase	=	replacement value
In the 3 rd year after a new purchase	=	70% of the replacement value
In the 4 th year after a new purchase	=	70% of the replacement value
In the 5 th year after a new purchase	=	50% of the replacement value
In the 6 th year after a new purchase	=	50% of the replacement value
More than six years after purchase	=	cash value

Art. 7 Exclusions

The insurance does not cover:

- revision and service costs,
- breakdowns due to empty batteries,
- other costs related to the insured event, such as the cost of replacing the insured property or expenses relating to obtaining a police report,
- deliberate damage by third parties,
- damage caused intentionally by the insured party or incurred due to intentional neglect by the insured party,
- damage incurred as a result of:
 - racing activities of any kind,
 - cycling sports such as track races, bike polo, artistic cycling, BMX, slopestyle, dirt jump, or similar activities,
 - training bike rides of professional athletes.

Art. 8 Deductibles

The deductible per insured event amounts to 10% of the claim amount, with a minimum of CHF 200. It shall not be applied in the case of breakdowns as laid down in Art. 6.3 and 6.4 and in the case of benefits paid in addition to other insurance companies, under the policies of which a deductible is also payable.

Art. 9 Obligations in the event of a loss

Upon occurrence of the insured event, the insured person shall

- notify Zurich immediately at the telephone number 0800808080 (from abroad: +41(0)446289898) and
- submit a copy of the purchase receipt (incl. accessories) for the bike covered under the policy or the bike ID number.

In the case of a theft or robbery, the policyholder shall in addition

- notify the competent police authority, follow their instructions and to take adequate measures to recover the stolen items and
- submit a copy of the police report to Zurich and inform Zurich immediately if stolen property has been recovered and/or pass on any information received to Zurich.

Art. 10 Breach of obligations

Zurich is entitled to refuse to pay benefits or reduce the amount of benefit paid if the policyholder has breached the law or the contractual regulations or obligations. This does not apply if the policyholder bears no responsibility for the breach.

Art. 11 Claims against third parties and other service providers

11.1

If Zurich provides benefits for which the policyholder could also have asserted claims vis-à-vis third parties or other service providers, such claims are assigned to Zurich at the point in time at which the benefits are provided by Zurich.

11.2

In the case of claims against third parties or other service providers, the insurance coverage under this contract is limited to the part of the benefits, which exceeds the benefits provided under the other insurance contracts.

11.3

This insurance does not pay benefits for deductibles under other insurance policies.

Art. 12 Place of jurisdiction and applicable law

The policyholder or the claimant may select one of the following places of jurisdiction for disputes arising from this contract:

- Zurich,
- the registered office or residence of the policyholder or claimant in Switzerland.

This agreement is governed by the laws of Switzerland.

Art. 13 Notifications

Notifications are to be sent to Zurich Insurance Company Ltd, "Bike Insurance", P.O. Box, CH-8085 Zurich, Switzerland. Notifications by telephone should be made via our free telephone number 0800808080.

Art. 14 Data processing

Zurich processes data derived from the application documentation or during the course of executing the contract and uses it mainly for the calculation of premiums, clarification of risk, processing of insured events and statistical evaluations. Zurich may also process the data for marketing purposes (e.g. analyses, generating customer profiles), supplement it with data from outside sources and share it for marketing purposes with other entities of Zurich Insurance Group Ltd in Switzerland and with the joint occupational pension foundations operated by Zurich Life Insurance Company Ltd. The customer profile is used by the above entities and their sales teams to optimize service delivery and submit personalized quotations. The data will be stored in hard copy or electronic format. To the extent necessary, Zurich may forward data for processing to third parties in Switzerland or abroad who are involved in the administration and issuing of the contract or policy, including, but not limited to, co-insurers and reinsurers, as well as to domestic and foreign companies belonging to Zurich Insurance Group Ltd.

Zurich is entitled to contract out data processing, including the processing of sensitive data, to third parties and other companies belonging to the Zurich Insurance Group Ltd, in particular in the context of full or partial outsourcing of operations and services (e.g. contract administration, payment transactions, collection, IT). The third parties and contractors (in and outside the Zurich Insurance Group Ltd) can be based in Switzerland or abroad. If the data is transmitted to countries that lack the legislation needed to ensure adequate data protection, Zurich shall furnish sufficient guarantees to ensure the data is protected.

In addition, Zurich may obtain pertinent information – including, without limitation, claims development information – from government offices and other third parties and disclose the information to fulfill statutory or regulatory obligations or to protect legitimate interests. The policyholder or beneficiary has the right to request that Zurich provide the information stipulated by law with regard to the processing of data pertaining to him.

Zurich Insurance Company Ltd

Do you have any further questions? Please contact us by telephone at 0800808080 or by email at to-go@zurich.ch

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