

# Zurich Bike Insurance

Customer information and General Conditions of Insurance (GCI)



We are here to answer your questions.

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### **Customer information**

The following customer information provides an overview of the insurance company and the main content of the insurance contract. The rights and obligations of the contracting parties are derived definitively from the contract documents (application/offer, policy, insurance conditions), and the applicable laws, particularly the Swiss Federal Law on Insurance Contracts (LIC).

### Who is the insurer?

Zurich Insurance Company Ltd, which has its main office at Mythenquai 2 in 8002 Zurich ("Zurich"), and is supervised by FINMA, the Swiss Financial Market Supervisory Authority (Laupenstrasse 27, 3003 Bern).

# Which risks are insured and what is the scope of the insurance coverage?

The insured risks and the scope of the insurance coverage follow from the contractual documents and are restricted by the exclusions listed there.

Zurich Bike Insurance protects against the following risks connection with the insured bicycle or electric bicycle or electric motorcycles with pedal assistance up to max. 45 km/h:

- · Theft and robbery,
- destruction or damage due to an accident or crash during use,
- · additional costs in the event of breakdowns.

In the event of damage to the insured bicycle, electric bicycle or electric motorcycle, the cost of repairs will be reimbursed up to the amount of the repurchase price at the time of the event of a loss. In the event of a total loss, the compensation calculation is made in accordance with the General Conditions of Insurance (GCI), which take into account the age-related amortization.

The maximum indemnity per event of a loss and the applicable deductible are specified in the policy or in the GCI.

Important exclusions include the following:

- · Breakdowns due to dead batteries,
- · willful damage by third parties,
- certain cycling sports and training rides as a professional athlete.

The exact scope of benefits and all applicable exclusions can be found in the General Conditions of Insurance (GCI) and any other contractual documents.

Services in the event of breakdowns (active breakdown assistance) can be co-insured.

### Is the insurance on a fixed-sum/indemnity basis?

This Zurich Bike insurance provides insurance on an indemnity basis. The loss that arose out of the insured event is decisive for justifying and determining the amount of the insurance benefits.

#### Which premium is due?

The premium amount due depends on the insured risks and the desired level of insurance coverage. The contractual documents include all information about premiums and any applicable fees (e.g., taxes). The premium must be paid at the beginning of the insurance period.

### Which other obligations does the policyholder have?

The insurance conditions and the LIC determine the obligations. Important obligations are, for example:

- reporting an insured event (notification of claim) without undue delay,
- collaboration during clarifications (in the event of a loss, etc.),
- looking after insured property and protecting it through suitable measures,
- making sure to minimize the damage and not recognize any claims.

# When does insurance coverage begin, and when does it end?

The insurance coverage begins on the date indicated in the policy and runs for 12 months.

The insurance coverage applies to damage occurring during the insurance term (after the start of the insurance and before the end of the contract).

### How does Zurich handle personal data?

Zurich processes data relating to natural persons (personal data) in connection with the conclusion and the performance of contracts and for other purposes. More information on this processing (inter alia the purposes, the data recipients, the storage and the rights of the data subjects) can be found in the privacy policy of Zurich. This privacy policy can be accessed at www.zurich.ch/data-protection or obtained by contacting Zurich Insurance Company Ltd, Dataprotection, PO box, 8085 Zürich, datenschutz@zurich.ch.

### Can the contract be revoked?

The policyholder may revoke their application to conclude the contract or the declaration to accept it in writing or in another form that makes it possible to provide proof in text form within 14 days.

The policyholder shall have complied with the deadline if they give notice of cancellation to Zurich on the last day of the cancellation period or post the notice of cancellation on this day.

## General Conditions of Insurance (GCI) for bike insurance Edition 11/2021

# 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 <sup>st</sup> year after a new purchase	= replacement value
In the 2 <sup>nd</sup> year after a new purchase	= replacement value
In the 3 <sup>rd</sup> year after a new purchase	= 70% of the replacement value
In the 4 <sup>th</sup> year after a new purchase	= 70% of the replacement value
In the 5 <sup>th</sup> year after a new purchase	= 50% of the replacement value
In the 6 <sup>th</sup> 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.

Regardless of cause, excluded from insurance coverage are losses connected directly or indirectly with:

- warlike events, violations of neutrality, revolution, rebellion, insurrection, civil unrest (acts of violence against persons or property during riotous assembly, riots or tumults), including measures taken against these,
- nuclear fission, nuclear fusion, radioactive material, radioactive contamination, nuclear explosive devices and any type of nuclear weapon, including measures taken against these,
- water from reservoirs or other artificial water bodies/ retainer pools,
- · earthquakes and volcanic eruptions.

# 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 Duties of care and obligations

The insured persons are obliged to exercise due diligence and to take the necessary measures for the protection of the insured items against insured losses.

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.

The insured person can assert damage claims accruing against third parties and assist Zurich in asserting such as necessary.

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 duties of care and obligations

Indemnity may be refused, or the amount thereof reduced in the event of a breach of the duties of care or of obligations. These consequences do not occur if the policyholder or entitled claimant proves that the breach must be considered non-culpable in view of the circumstances or that the breach had no effect on the occurrence of the loss and amount of insurance benefits payable.

# Art.11 Claims against third parties and other service providers

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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 0800 80 80 80.

# Art.14 Economic, trade and financial sanctions

Zurich does not provide coverage and is not obliged to make payments or provide benefits or services if applicable economic, trade and financial sanctions would be violated.

Do you have any further questions? Please contact us by telephone at 08008080 or by email at service@zurich.ch

