

ÖKK BIKE

General Insurance Conditions (GIC)

Version 1.0, May 2022

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TABLE OF CONTENTS

1.	General provisions	3	2.	Overview of insurance benefits	5
1.1	Insurer	3			
1.2	Insured risks and scope	3	3.	Comprehensive insurance	5
1.3	Insured person	3	3.1	Insured events	5
1.4	Insured vehicle and accessories	3	3.2	Insured benefits	5
1.5	Start and end of insurance coverage	3	3.3	Exclusions	5
1.6	Scope, duration	3			
1.7	Excess	3	4.	Comprehensive supplementary insurance	6
1.8	General exclusions	3	4.1	Rechargeable battery damage	6
1.9	Obligations upon concluding the contract	3	4.2	Vandalism / attempted theft	6
1.10	Further obligations	3	4.3	Extended guarantee	6
1.11	Insurance premium	3	4.4	Mobility protection	6
1.12	Change of ownership	3	4.5	Bicycle / personal transport	6
1.13	Claims against third parties	3			
1.14	Statute of limitations	4	5.	How to make a claim	6
1.15	Type of insurance	4	5.1	Obligations in the event of a claim	6
1.16	Applicable law and place of jurisdiction	4	5.2	Culpable breach of obligations by the insured person in the event of a claim	7
1.17	Wrongfully obtained benefits	4			
1.18	Currency conversion	4	6.	Glossary	7
1.19	Termination	4			
1.20	Application to revoke insurance coverage	4			
1.21	Data protection	4			
1.22	Assignment of claims	5			
1.23	Economic, trade and financial sanctions	5			
1.24	Translations	5			

Terms shown in *italics* in the text are described in greater detail in the glossary.

1. General provisions

We are pleased to provide information on the identity of the insurer and the key contents of the insurance contract (Art. 3 VVG).

1.1 Insurer

The risk carrier for ÖKK BIKE is Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen. European Travel Insurance ERV (hereinafter referred to as ERV), branch office of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 56, P.O. Box, 4002 Basel, is responsible for the ÖKK BIKE *bicycle* insurance policy.

TONI Digital Insurance Solutions AG (hereinafter referred to as TONI), Seefeldstrasse 5a, 8008 Zurich, as the policyholder, has concluded a collective insurance contract with ERV to provide insurance cover. The insured person has a direct right of claim against ERV.

1.2 Insured risks and scope

The events whose occurrence gives rise to an obligation on the part of ERV to provide benefits are listed in the insurance confirmation and the GIC. It is possible to insure *bicycles* with an *initial purchase price* of up to CHF 15,000.

1.3 Insured person

The legal owner of the insured *bicycle* is insured. This must be an individual person. People living in the same household who are legally entitled to ride the *bicycle* are also insured.

The insurance is valid for people whose *place of residence* under civil law is in Switzerland.

1.4 Insured vehicle and accessories

The insurance covers the *bicycle* registered with ERV, including permanently mounted *accessories* purchased at the same time and the display. Damage solely and exclusively affecting the rechargeable battery is also insured provided this is expressly mentioned in the insurance confirmation.

The insurance covers personal, private and professional use (e.g. commuting to work). It does not cover commercial use (e.g. bike sharing, delivery services).

1.5 Start and end of insurance coverage

The contract starts and ends on the dates listed in the insurance confirmation.

The maximum contract term is five years. The date of the *initial purchase* and the selected insurance solution apply in this respect.

1.6 Scope, duration

The insurance coverage applies for damage arising in direct relation to the riding and ownership of the insured *bicycle*. Unless stated otherwise, the insurance coverage applies anywhere in the world for the insurance duration specified in the insurance confirmation.

1.7 Excess

Unless expressly stated otherwise, a general excess amount of CHF 100 is charged in the event of a claim.

1.8 General exclusions

Insurance benefits are not paid in the following cases:

- a) for events that had already occurred at the time the insurance was concluded;
- b) if basic due diligence was not exercised, in the event of deliberate or grossly negligent acts (e.g. *improperly securing* the *bicycle*, if the *bicycle* is not properly maintained and this results in it not being safe to operate, overloading the *bicycle*, cycling under the influence of drugs, alcohol or medication, breaching traffic rules, improperly washing the *bicycle*);
- c) participating in competition or training in relation to professional sport;
- d) if the event results from the bike being improperly repaired, self-repaired or having prohibited modifications (e.g. tuning);
- e) in case of minor deviations from the assured condition which do not materially impact the ability to use the *bicycle*, as well as scratches and damage to paintwork;
- f) commercial use (e.g. bike sharing, delivery services);
- g) *mechanical problems / breakdowns* resulting from empty rechargeable batteries;
- h) for damages to the *bicycle* while transporting it on public transport;
- i) for any form of liability damage or for damage arising out of claims against third parties;
- j) recovery and rescue operations for people or *bicycles*; and
- k) services provided by rescue / ambulance services.

1.9 Obligations upon concluding the contract

Pursuant to Art. 6 VVG, the insured person, as the applicant, is obliged to fully and correctly answer the questions on the application. If, when concluding the insurance, the insured person provides incomplete or incorrect information in response to a question posed in writing or another text form, TONI shall be entitled to terminate the contract within four weeks of becoming aware of the breach of the disclosure obligation. If the contract is dissolved by means of such termination, the obligation to provide benefits shall also expire in respect of claims already made, to the extent the occurrence or scope of which were related to the non-disclosed / incorrectly disclosed facts. Any benefits already provided may be reclaimed.

1.10 Further obligations

Further obligations of the insured person are listed in the insurance confirmation, the GIC and VVG.

1.11 Insurance premium

The premium is communicated to the insured person when entering into the collective insurance contract. TONI invoices the insured person for the premium. The premium is due within 30 days and is invoiced on an annual basis.

1.12 Change of ownership

If the insured *bicycle* is sold, exchanged, transferred to a new owner or given away as a gift, the insured person must notify TONI of this in writing within 30 days of the change occurring. The rights and obligations arising from the contract in place are in each case transferred to the new owner, who is entitled to waive their right to the insurance coverage being continued within 14 days of becoming the new owner. In this case, the remainder of the premium is reimbursed to the insured person.

1.13 Claims against third parties

If the insured person is reimbursed by a liable third party or their insurer, no reimbursement is due on the basis of this contract. If ERV is requested to make settlement instead of the liable third party, the insured person has to assign their liability claims to ERV up to the amount of the costs.

In the case of multiple insurance policies (voluntary or compulsory insurance), ERV provides its benefits on a subsidiary basis unless the insurance

conditions of the other insurer also contain a subsidiarity clause. In this case, the statutory rules covering duplicate insurance cover shall apply.

If there are multiple insurance policies in place with licensed companies, the costs shall only be reimbursed once overall.

1.14 Statute of limitations

Any entitlements to benefits have a statute of limitations of five years after the claim is made.

1.15 Type of insurance

It is an indemnity insurance policy.

1.16 Applicable law and place of jurisdiction

Swiss law applies with regard to this contract. The contract fundamentals include the joining declaration, the GIC, poss. further Special Conditions or Additional Conditions and the insurance confirmation. The VVG shall also apply in particular.

In the event of any disputes, the claimant may choose to have their case heard before the court at their *place of residence* in Switzerland or ERV's registered office (Basel) or TONI's registered office (Zurich).

1.17 Wrongfully obtained benefits

Any benefits wrongfully obtained by the insured person shall be repaid to ERV, including any expenses incurred, within a period of 30 days.

1.18 Currency conversion

In principle, ERV provides its benefits in CHF. The daily exchange rate on the day the costs were paid by the insured person shall be used to convert any foreign currency amounts.

1.19 Termination

In principle, the term of insurance stipulated in the insurance confirmation shall apply. It is possible to prematurely terminate the insurance in the following cases:

After a claim for which ERV has provided benefits, the insured person may be removed or excluded from the collective insurance:

- by the insured person within 14 days of becoming aware of the amount being paid out; the insurance coverage expires 14 days after notice of termination is received.
- by ERV by no later than when the amount is paid out; the insurance coverage expires 14 days after notice of termination is received.

In the cases stipulated by law, e.g. as a result of breaches of disclosure obligations (Art. 6 ff. VVG), in case of outstanding premiums (Art. 20 f. VVG) or in case of termination for good cause (Art. 35b VVG), ERV may exclude the insured person from the collective insurance contract.

Pursuant to Art. 35a para. 1 VVG, in the case of an insurance term of more than three years, it is possible to exit the collective insurance contract as of the end of the third insurance year or as of the end of each following insurance year subject to three months' notice.

If the insured person moves their *place of residence* under civil law to a location abroad, the insurance expires as of the date they move.

If the insured person leaves the collective insurance contract before the end of the insurance coverage, the discount for a multi-year contract is owed by the insured person on a pro rata basis for the actual insurance period.

1.20 Application to revoke insurance coverage

The application to join the collective insurance contract may be revoked within 14 days of it being made. This right may be exercised in writing or another text form. This deadline is deemed to have been met if the insured person notifies ERV of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.21 Data protection

1.21.1 Principle

All personal data is processed in accordance with the applicable data protection legislation.

1.21.2 Data categories

The processed data results from the insurance contract and processing of any legal cases. Essentially, the following data categories are processed: application data, customer data, contractual and claim data, data on claimants and applicants as well as debt collection data.

1.21.3 Purpose of processing

Data is collected and processed to facilitate the operation of the insurance business, sales, administration, the brokerage of products/services, marketing (e.g. market research, generating customer profiles), risk assessment, claims processing, the execution of insurance contracts as well as all associated secondary business. Calls to the customer hotline may be recorded for quality and training purposes. The data protection notice at www.erv.ch/datenschutz (German and French only) provide more information on how ERV processes personal data.

1.21.4 Collecting, processing and storing data

The data is collected, processed, stored and deleted electronically and/or physically in accordance with legal requirements. Data related to business correspondence must be stored for ten years at the longest from the contract being dissolved and claim-related data for at least ten years after the claim has been processed.

1.21.5 Forwarding of data

Within the scope of the GIC, ERV is authorised to forward the data to the extent required to co-insurers, re-insurers, authorities/official bodies, insurance companies and institutions, central information systems of insurance companies, other companies within the corporate group, cooperation partners, external experts and other involved parties both in Switzerland and abroad and to obtain the required pertinent information from these bodies. The insured person authorises ERV to forward the data required to fulfil the contract within the scope of the GIC to TONI and, to the extent necessary, other involved third parties (such as project managers, cooperation partners). ERV and TONI publish additional information on their practices relating to the forwarding and processing of personal data at www.erv.ch/datenschutz (German and French only) and www.tonidigital.ch/privacy.

1.21.6 Right to information and right of rectification

Within the meaning of the Federal Act on Data Protection, the insured person has the right to demand information on whether and which data relating to the insured person is being processed. Furthermore, the policyholder can demand that incorrect data be rectified. Requests in this regard must be sent via e-mail or post to the addresses below.

1.21.7 Responsibility

ERV and TONI are responsible for processing data within the scope of the insurance contract. Please send any requests or complaints to:

TONI Digital Insurance Solutions AG
Seefeldstrasse 5a
8008 Zurich
E-mail: dataprotection@tonidigital.com

1.22 Assignment of claims

Once ERV makes a claim payment, the insured person automatically assigns their entire claim against third parties resulting from the insurance contract to ERV.

1.23 Economic, trade and financial sanctions

ERV only provides insurance cover to the extent that it is not in breach of any sanctions or restrictions under UN resolutions and is not in breach of any trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America, and in the event of claims or other benefits, is only liable to this extent.

1.24 Translations

In case of doubts regarding interpretation and the contents of all documentation, only the German version shall apply.

2. Overview of insurance benefits

Unless stated otherwise, benefits are limited to the scope and maximum insurance amount of the concluded insurance confirmation / purchase price.

Unless stipulated otherwise, the maximum insurance amounts apply per event.

Age of bicycle upon concluding insurance	under 6 months	under 24 months	second-hand; over 24 months
Selectable modules	– ÖKK BIKE BASIS – ÖKK BIKE PLUS	– ÖKK BIKE BASIS – ÖKK BIKE PLUS	– ÖKK BIKE PLUS

	Benefit component	ÖKK BIKE BASIS	ÖKK BIKE PLUS	Geographical scope
Comprehensive insurance (pursuant to clause 3 of these GIC)	Accident and crash	incl.	incl.	worldwide
	Theft	incl.	incl.	worldwide
	Burglary	incl.	incl.	worldwide
	Robbery	incl.	incl.	worldwide
	User and handling errors	incl.	incl.	worldwide

	Benefit component	ÖKK BIKE BASIS	ÖKK BIKE PLUS	Geographical scope
Comprehensive supplementary (pursuant to clause 4 of these GIC)	Rechargeable battery damage	–	incl.	worldwide
	Vandalism / attempted theft	–	incl.	worldwide
	Extended guarantee	–	incl.	worldwide
	Mobility protection	–	CHF 300*	Switzerland and Liechtenstein
	Bicycle / personal transport	–	CHF 300*	Switzerland and Liechtenstein
	Replacement bicycle	–	CHF 800*	worldwide

*Maximum benefit in event of claim, no excess due.

Unless expressly stated, a general excess amount of CHF 100 is charged in the event of a claim.

3. Comprehensive insurance

3.1 Insured events

ERV provides insurance coverage in case of an *accident* or *crash*, *theft*, *burglary*, *robbery* or *user and handling errors*, if these result in the insured *bicycle* and/or permanently mounted *accessories* or display to be damaged or stolen.

3.2 Insured benefits

If an insured event occurs, ERV covers the costs listed below:

- Cost of repair to the *bicycle*, including *accessories*, by an *official specialist workshop*.
- Replacement in kind* of an equivalent value, provided the *bicycle* is less than two years old. ERV reserves the right to instead make a payment in cash. The amount of the remuneration is in all cases limited to the *initial purchase price*.
- Replacement value according to the *present value table for as-new bicycles* as soon as the *bicycle* is more than two years old.
- Replacement value according to the *present value table for second-hand bicycles* if the insurance is concluded for a *second-hand bicycle*.

If the damaged *bicycle* can be repaired, ERV reimburses the costs of repair. If the *bicycle* cannot be repaired or the costs of repair exceed the *initial purchase price*, the costs are covered in accordance with clause 3.2 b-d.

3.3 Exclusions

The insurance does not cover the following:

- Costs of repairs incurred as a result of repairs not carried out by *official specialist workshops* or improper repairs;
- Items of luggage and subsequently installed *accessories* not included in the *initial purchase price*;
- Damage solely and exclusively affecting the rechargeable battery (subject to clause 4.1).

4. Comprehensive supplementary insurance

4.1 Rechargeable battery damage

4.1.1 Insured events

ERV provides insurance coverage in case of an *accident* or *crash*, *theft*, *burglary*, *robbery* or *user and handling errors*, *vandalism* or *attempted theft*, if these result in the insured rechargeable battery to be damaged or stolen.

4.1.2 Insured benefits

The same insured benefits apply for the rechargeable battery as listed under clause 3.2.

4.1.3 Exclusions

The insurance does not cover the following:

- a) costs of repairs incurred as a result of repairs not carried out by *official specialist workshops* or improper repairs;
- b) items of luggage and subsequently installed *accessories* not included in the *initial purchase price*.

4.2 Vandalism / attempted theft

4.2.1 Insured events

ERV provides insurance coverage in case of *vandalism* or *attempted theft* if the insured *bicycle* and/or permanently mounted *accessories* or display are damaged or written off.

4.2.2 Insured benefits

The same insured benefits apply as listed under clause 3.2.

4.2.3 Exclusions

The same insured benefits apply for *vandalism / attempted theft* as listed under clause 3.3.

4.3 Extended guarantee

4.3.1 Insured events

After the manufacturer's guarantee has expired, ERV, in accordance with the details listed in the insurance confirmation, provides the following insurance coverage from the twenty-fifth month after the *initial purchase* date of the insured *bicycle*:

- max. additional 3 years for frame breakage
- max. additional 3 years for components and electronics
- max. additional 3 years for rechargeable batteries, provided the remaining capacity and possible charging cycle do not meet the manufacturer's guarantee when using the rechargeable battery in accordance with the operating instructions.

The term of the extended guarantee is based on the *age of the bicycle* and the term of the selected insurance coverage. After the insurance confirmation expires, the extended guarantee also ends.

4.3.2 Insured benefits

If an insured event occurs, ERV covers the costs listed below:

- a) Cost of repair to the *bicycle*, including *accessories*, by an *official specialist workshop*.
- b) Replacement value according to the *present value table for as-new bicycles* when the *bicycle* is less than two years old when the insurance contract is concluded.
- c) Replacement value according to the *present value table for second-hand bicycles* if the insurance is concluded for a *second-hand bicycle*.

If the damaged *bicycle* can be repaired, ERV reimburses the costs of repair. If the *bicycle* cannot be repaired or the costs of repair exceed

the *initial purchase price*, the replacement value is based on the relevant *present value table*.

4.3.3 Exclusions

Insurance benefits are not paid in the following cases:

- a) in case of an event resulting from the improper use of the *bicycle*;
- b) in case of manufacturing or assembly errors.

4.4 Mobility protection

4.4.1 Insured events and benefits

If the insured person was unable to attend an urgent appointment (e.g. doctor's appointment, interview, official appointment) as a result of one of the events listed below, ERV covers the costs for the alternative travel.

ERV covers the costs incurred if the *bicycle* has a *mechanical problem / breakdown* or is stolen at the insured person's *place of residence* or on the way to an urgent appointment or the insured person suffers an *accident* as a result: this includes alternative travel costs to the destination with public transport or a taxi provider. In total, the costs are limited to CHF 300 per event.

4.5 Bicycle / personal transport

ERV covers the costs incurred if the *bicycle* has a *mechanical problem / breakdown* or the insured person suffers an *accident* as a result:

- a) transport of the *bicycle* to an *official specialist workshop* or the *place of residence* of the insured person in the event of an *accident* or *mechanical problem / breakdown* in Switzerland or in Liechtenstein;
- b) the return travel costs to the *place of residence* of the insured person in Switzerland;
- c) the additional costs to continue the journey.
In total, the transport of the *bicycle* and the return travel costs and the additional costs to continue the journey are limited to a maximum of CHF 300 per event.
- d) Rental of a replacement *bicycle* of the same category for the duration of the repair. In total, the costs are limited to CHF 800 per event.

4.5.1 Exclusions

Insurance benefits are not paid in the following cases:

- a) recovery and rescue operations for people or *bicycles*; and
- b) services provided by rescue / ambulance services.

5. How to make a claim

Information on how to make a claim can be found at oekk.ch/bike-insurance.

5.1 Obligations in the event of a claim

The insured person shall immediately notify ERV of the claim for which a replacement is required.

If the repair costs are more than CHF 1,000, a quote must be submitted before the repair. Claims are registered online (oekk.ch/bike-insurance). The insured person has the following additional obligations in the event of a claim:

- The insured person shall wherever possible assist ERV or the third party mandated by the latter in making clarifications in the event of a claim (duty of cooperation).
- In the event of a claim, reasonable measures must be taken to avert, mitigate and clarify the damage (obligation to mitigate damage).
- ERV
 - shall be provided with the requested information in good time;
 - shall be sent the necessary documents and authorisations; and
 - shall be given the relevant account payment details (IBAN).

5.2 Culpable breach of obligations by the insured person in the event of a claim

In the case of a culpable breach of obligations by the insured person in the event of a claim, ERV may reduce the remuneration it provides by the amount it would not have incurred had the insured person met their obligations.

ERV shall have no obligation to provide benefits if doing so would be disadvantageous to ERV and

- false information has been intentionally provided;
- information was withheld; or
- the obligations (e.g. police report, *accident* statement, confirmation and receipts) are not met.

6. Glossary

A Accessories

Accessories includes those permanently mounted accessories acquired at the time of the initial purchase of the bicycle, and the battery charger.

Accident and crash

An accident / crash is considered to be the sudden, unforeseen, unintentional injurious impact of an exceptional external factor on the insured bicycle and/ or insured person while riding the insured bicycle.

Age of the bicycle

The age of the bicycle is determined using the purchase contract / invoice receipt of the initial purchase / the date the bicycle enters into use. In case of doubt, ERV reserves the right to involve an independent bicycle shop to assess the age.

As-new

A bicycle is considered to be as-new if it is less than 24 months old when the insurance contract is concluded.

B Bicycle

The term bicycle includes all bicycles, including bicycles with electric motors with a power output of up to 1.00 kW as well as pedal assistance which travel at up to 45 kmph.

Burglary

Burglary is considered to be the violent or malicious entry by unauthorised persons into a closed area or private property.

I Improper securing

A bicycle / rechargeable battery is considered to be improperly secured if it is left unattended without being locked using a key or other appropriate locking device. This includes easily detachable displays that are left on the bike while it is left unattended.

Initial purchase

Initial purchase is considered to be the initial acquisition of a new bicycle.

Initial purchase price

The initial purchase price is considered to be the purchase price in accordance with the purchase contract / invoice receipt of the initial purchase. If these documents are unavailable, the price is determined based on that of a comparable model.

M Mechanical problem / breakdown

A mechanical problem / defect is considered to be a defect affecting the

bicycle or key, including the loss of the key if this makes it impossible to embark upon a journey on the bicycle.

O Official specialist workshop

A commercial bicycle shop that specialises in bicycle repairs.

P Place of residence

The insured person's place of residence is the location in which they reside under civil law / most recently resided before the occurrence of the insured event or their usual residence.

Present value table for as-new bicycles

Age of bicycle	Value as % of initial purchase price (bicycle and accessories)
up to 1 year	100 %
up to 2 years	100 %
up to 3 years	70 %
up to 4 years	70 %
up to 5 years	50 %

Present value table for second-hand bicycles

Age of bicycle	Value as % of initial purchase price (bicycle and accessories)
over 2 years	50 %
over 3 years	35 %
over 4 years	25 %
over 5 years	15 %
over 6 years	10 %

R Replacement in kind

Unlike a cash reimbursement, with a replacement in kind ERV does not provide cash for the damage incurred, but instead a replacement of the damaged bicycle with a bicycle of equivalent value.

Robbery

The theft or stealing of the bicycle involving violence or the threat of violence.

S Second-hand bicycle

A bicycle is considered to be a second-hand bicycle if it is more than 24 months old when the insurance contract is concluded.

T Theft

Theft is considered to be the misappropriation of property belonging to a third party.

U User and handling errors

User and handling errors are considered to be the erroneous use of the bicycle (including accessories) that deviates from the manufacturer's specification / general experience (e.g. incorrect attachment of removable displays, incorrectly charging battery).

V Vandalism

Malicious, intentional damage or destruction caused by an unknown third party.



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