



Allianz  **Assistance**

General Terms and Conditions of Insurance ACS Bike Assistance

Edition 1/2022

Customer information under the Swiss Insurance Policies Act (IPA)

The following customer information gives a clear, concise overview of the identity of the insurer and the key content of the ACS Bicycle and E-Bike Assistance group insurance contract (art. 3 para. 3 of the Swiss Insurance Policies Act, IPA). The rights and obligations of an insured person on the one hand and of the insurer on the other are defined in the corresponding application and contract documents, the following ACS Bike Assistance General Terms and Conditions of Insurance and the IPA.

Who is the insurer?

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, with headquarters at Richtiplatz 1, 8304 Wallisellen.

Who is the policyholder?

The policyholder is the Automobil Club der Schweiz, ACS, with headquarters at Wasserwerkstrasse 39, 3011 Bern.

Which risks are insured and what is the scope of the cover?

The insured risks and the scope of the insurance cover and any restrictions are defined in the corresponding application and contract documents and in the following ACS Bike Assistance General Terms and Conditions of Insurance. The following is a summary of the various insurance components, which is provided for guidance:

– Bicycle and e-bike assistance

Organisation of and payment for local breakdown and accident assistance. In the event of an accident or breakdown, the sudden inability of the insured person to ride or the theft of the insured person's bicycle/e-bike, Allianz Assistance will pay up to a maximum of CHF 300 for the insured and injured person to return to their place of residence or continue the journey to their destination (maximum of three events per ACS membership and calendar year).

Who is insured?

On the basis of the group insurance contract concluded with the policyholder, Allianz Assistance provides insurance cover and a direct right to claim in connection with the insurance benefits to the ACS member specified in the application and referred to on the ACS membership card, together with all the people living in the same household or regularly returning to the household as weekly or weekend resident and the member's children who are minors and who do not live in the same household, provided that their place of residence under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein. The insured persons are specified in the corresponding application and contract documents and in these General Terms and Conditions of Insurance (GTC). The optional ACS Bike Assistance cover is only available in connection with a valid ACS basic membership (Light, Classic, Classic & Travel, Travel, Premium).

Duration and geographical scope of the insurance cover

The insurance cover applies for the duration of the policy in Switzerland and the Principality of Liechtenstein.

What are the main exclusions?

The following list contains only the most important exclusions to the insurance cover. Further exclusions can be found in the exclusion provisions in the article "Non-insured

events and benefits" of these General Terms and Conditions of Insurance and in the Swiss Insurance Policies Act (IPA):

- An event that had already occurred when the policy was taken out or that the insured person could have foreseen when the policy was taken out is not insured.
- Events that the entitled person has caused in the following ways are not insured:
 - Abuse of alcohol, drugs or medicines;
 - Suicide or attempted suicide;
 - Participation in strikes or unrest;
 - Participation in races or training sessions with motor vehicles or boats;
 - Participation in hazardous activities where the person knowingly exposes themselves to danger;
 - Grossly negligent or premeditated actions or failure to act;
 - Committing or attempting to commit crimes or offences.
- The following events and their consequences are not insured: War, terror attacks, any type of unrest, epidemics, pandemics, natural disasters and incidents involving nuclear, biological or chemical substances.
- In particular, there is no entitlement to benefits if the Allianz Assistance emergency call centre has not agreed to the benefits (article II 4) in advance or if the roadside assistance or recovery has not been organised by the Allianz Assistance emergency call centre.
- Rented bicycles and e-bikes are not covered.

What should be done in the event of a claim?

If an insured event occurs, the Allianz Assistance emergency call centre must be informed immediately. The call centre must approve any assistance measures and the payment of the costs involved. The Allianz Assistance emergency call centre is available 24 hours a day (calls to the emergency call centre are recorded): Tel. **+41 44 283 33 77**/Fax +41 44 283 33 33.

What are the duties of the policyholder and insured persons?

The following list contains only the most common duties. Other duties are set out in the General Terms and Conditions of Insurance and the IPA:

- The insured person is obliged to do everything possible to mitigate and help resolve the claim; for claims resulting from injury or illness, the insured person must ensure that the doctors providing the treatment are relieved from their duty of patient confidentiality with regard to Allianz Assistance.
- The insured person is obliged to fulfil their contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in article I 12).
- If the entitled person is in breach of their duties, Allianz Assistance can withhold or reduce the benefits.

How much is the premium?

The amount of the premium is determined during the application process and specified in the corresponding application and contract documents.

When does the insurance begin and end?

The optional ACS Bike Assistance cover is only available in connection with a valid ACS basic membership (Light, Classic, Classic & Travel, Travel, Premium). The insurance begins when the optional ACS Bike Assistance cover is taken out, provided that both the premium for the ACS Bike Assistance cover and the ACS membership fee (Light, Classic, Travel, Classic & Travel or Premium) have been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the optional cover has not been terminated in writing (e.g.

letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid.

Right of withdrawal

The insured person can withdraw from the group insurance contract within 14 days of joining it by informing the insurer in writing (e.g. letter or e-mail). There is no right of withdrawal in the case of the temporary approval of cover or of insurance cover that lasts for less than one month.

How does Allianz Assistance process data?

When processing personal data which is essential for insurance purposes, Allianz Assistance complies with the Swiss Data Protection Act (FADP). If necessary, Allianz Assistance will use the claims form to obtain the necessary consent from the insured person to their data being processed. The personal data processed by Allianz Assistance includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be shared with previous insurers and reinsurers within and outside Switzerland. Allianz Assistance also processes personal data in

connection with product enhancements and for its own marketing purposes.

In order to enable Allianz Assistance to offer inexpensive, comprehensive insurance cover, some of Allianz Assistance's services are provided by legally independent companies both inside and outside Switzerland. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, Allianz Assistance must share data both inside and outside the group.

Allianz Assistance stores data electronically or physically in compliance with the legal provisions.

People whose data are processed by Allianz Assistance have the right, in accordance with the Data Protection Act (FADP), to obtain information about which of their data Allianz Assistance processes; they may also request the rectification of incorrect data.

Contact address

Allianz Assistance
Complaint Management
Richtiplatz 1
Postfach
8304 Wallisellen

Table of benefits

Insurance components (Indemnity insurance)	Insurance benefits	Geographical scope	Maximum insured amount Maximum of three events per ACS membership and calendar year	
Bicycle and e-bike assistance	Organisation of and payment for breakdown and accident assistance.	Switzerland and the Principality of Liechtenstein	per event and person	unlimited
	Payment of the cost of returning to the place of residence or continuing the journey to the destination.	Switzerland and the Principality of Liechtenstein (>5 km from the place of residence)	per event and injured person	max. CHF 300

General Terms and Conditions of Insurance (GTC)

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, grants the benefits agreed under the group insurance contract with the Automobil Club der Schweiz, ACS, and described in the General Terms and Conditions of Insurance (GTC). The provisions of the Swiss Insurance Policies Act (IPA) apply.

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I Common provisions for the insurance component

The common provisions for the insurance component apply only if the special provisions relating to the individual insurance component contain no provisions to the contrary.

1. Insured people

The ACS member referred to on the ACS membership card is insured, together with all the people living in the same household or regularly returning to the household as weekly or weekend residents and the member's children who are minors and who do not live in the same household, provided that the place of residence of the insured people under civil law at the time of the insured event is in Switzerland or the Principality of Liechtenstein.

2. Geographical scope

The insurance cover applies only in Switzerland and the Principality of Liechtenstein.

3. Beginning, duration and end of the insurance cover

The optional ACS Bike Assistance cover is only available in connection with a valid ACS basic membership (Light, Classic, Classic & Travel, Travel, Premium). The insurance begins when the optional ACS Bike Assistance cover is taken out, provided that both the premium for the ACS Bike Assistance cover and the ACS membership fee (Light, Classic, Travel, Classic & Travel or Premium) have been paid. When ACS membership is taken out for the first time, temporary insurance cover is provided from the date when the application is submitted to the relevant ACS section. The insurance cover is automatically extended by one year, provided that the optional cover has not been terminated in writing (e.g. letter, e-mail) at least three months before the end of the membership year by notifying the relevant ACS section and that the membership fee has been paid. The insurance cover for the insured person lapses when the group insurance contract between Allianz Assistance and the ACS ends. The ACS has the right to exclude members with an above-average level of claims from the insurance cover. The member will be informed in writing one month in advance and has the right to terminate their ACS membership on the exclusion date. Members of the ACS can be excluded from the insurance cover if they have reported serious material risks incorrectly or failed to disclose them (breach of the duty to report).

4. Duties in the event of a claim

4.1 The insured person is obliged to do everything possible to mitigate the loss and help resolve the claim.

4.2 The insured person is obliged to fulfil their contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in article I 12).

4.3 If an insured event occurs, the Allianz Assistance emergency call centre must be informed immediately. The call centre must approve any assistance measures and the payment of the costs involved. In addition, Allianz Assistance must be informed truthfully and in full about the circumstances that could result in the obligation to pay benefits. The Allianz Assistance emergency call centre is available 24 hours a day (calls to the emergency call centre are recorded): Tel. **+41 44 283 33 77**/Fax +41 44 283 33 33.

4.4 If the insured person is also able to claim from third parties any benefits that have been paid out by Allianz Assistance, the insured person must uphold these claims and cede them to Allianz Assistance.

4.5 If the claim occurred due to illness or an accident, the insured person must ensure that the doctors providing the treatment are relieved from their duty of patient confidentiality with regard to Allianz Assistance.

5. Breach of duties

If the entitled person is in breach of their duties, Allianz Assistance can withhold or reduce the benefits.

6. Non-insured events and benefits

In addition to the restrictions and exclusions listed in the special provisions relating to the individual insurance component, no insurance cover is provided for:

6.1 An event that had already occurred when the policy was taken out or that the insured person could have foreseen when the policy was taken out is not insured.

6.2 Events that the entitled person has caused in the following ways are not insured:

- Abuse of alcohol, drugs or medicines;
- Suicide or attempted suicide;
- Participation in strikes or unrest;
- Participation in races or training sessions with motor vehicles or boats;
- Participation in hazardous activities where the person knowingly exposes themselves to danger;
- Grossly negligent or premeditated actions or failure to act;
- Committing or attempting to commit crimes or offences.

6.3 Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or of police measures.

6.4 The following events and their consequences are not insured: War, terror attacks, any type of unrest, epidemics, pandemics, natural disasters and incidents involving nuclear, biological or chemical substances.

6.5 Events involving an assessor (expert, doctor etc.) who directly benefits or who is related, including by marriage, to the insured person are not insured.

6.6 Costs related to kidnappings are not insured.

6.7 Insurance cases related to a professional activity are not insured.

7. Definitions

7.1 Unroadworthiness

Unroadworthiness refers to the consequences of a breakdown or accident that make it impossible to continue the journey.

7.2 Breakdown

A breakdown is any sudden and unforeseen failure of the insured vehicle, caused by an electrical or mechanical defect, that makes continuing the journey impossible or illegal. A tyre defect is equivalent to a breakdown. Theft, loss or damage to the key or anti-theft device or a flat battery are not considered to be a breakdown and are not insured.

7.3 Vehicle accident

An accident is any damage to the insured bicycle/e-bike resulting from a sudden and violent external event that makes continuing the journey impossible or illegal. This includes, in particular, events such as an impact, collision or crash, overturning, becoming stuck in mud or immersed in water.

7.4 Natural hazards

Natural hazards consist of damage resulting from natural events, such as high water, flooding, storms (winds of at least 75 km/h), hail, avalanches, snow pressure, rockfalls, rockslides or landslides. Damage caused by earthquakes or volcanic eruptions is not considered to be a natural hazard.

7.5 Gross negligence

Any action where there has been a serious failure to take the necessary care and where obvious considerations have been neglected is referred to as grossly negligent.

8. Multiple insurance and claims against third parties

8.1 In the event of (voluntary or mandatory) multiple insurance, Allianz Assistance provides its benefits in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In a case of this kind, the legal provisions concerning double insurance apply.

8.2 If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of the Allianz Assistance benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.

8.3 If Allianz Assistance provides benefits despite an existing subsidiary situation, these benefits are considered to be an advance and the insured person or beneficiary will cede their claims against the third party (voluntary or mandatory insurance) to Allianz Assistance to this extent.

8.4 If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim is made against Allianz Assistance instead of the liable party, the insured or entitled person must cede their liability claims up to the extent of the compensation received from Allianz Assistance.

9. Limitation period

Claims under the insurance contract expire five years after the occurrence of the event that gives rise to the obligation to pay benefits.

10. Place of jurisdiction and applicable law

10.1 Cases against Allianz Assistance may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.

10.2 The Swiss Insurance Policies Act (IPA) applies in addition to these provisions.

11. Hierarchy of regulations

11.1 The special provisions relating to the individual insurance component take precedence over the common provisions for the insurance component.

11.2 In the event of linguistic differences between the French, Italian, English and German versions of the GTC, the German version will always apply if there is any doubt.

12. Contact address

Allianz Assistance
Richtplatz 1
Postfach
8403 Wallisellen

info.ch@allianz.com

II Special provisions for the individual insurance component

Bicycle and e-bike assistance

1. Insured amounts

1.1 The insured amount is shown in the table of benefits.

1.2 The benefits are restricted to a maximum of three events per membership and calendar year.

2. Insured vehicles

Bicycles and e-bikes ridden by the insured person are covered.

3. Geographical scope

The insurance cover applies exclusively to events in Switzerland and the Principality of Liechtenstein.

4. Insured events and benefits

4.1 Breakdown and accident assistance

4.1.1 If a bicycle/e-bike ridden by the insured person breaks down or if the insured person is involved in a bicycle/e-bike accident with an insured vehicle, Allianz Assistance will arrange local breakdown and accident assistance. The insured person must remain at the scene until the breakdown/accident is resolved. If the bicycle/e-bike cannot be made roadworthy at the scene, the unroadworthy bicycle/e-bike will be taken to the nearest suitable repair workshop.

4.1.2 Allianz Assistance will arrange and pay for the transport of a child trailer pulled by the damaged bicycle/e-bike to the same repair workshop. Trailers used for transporting goods are not insured. Additional costs for items, goods or animals being transported are also not insured.

4.1.3 The requirement for the roadside assistance under article II 4.1.1 is that at the time of the event the insured person and their bicycle/e-bike are located on a public road that is accessible to the breakdown vehicle.

4.1.4 If the bicycle/e-bike becomes unroadworthy within five kilometres of the insured person's place of residence, they are not entitled to claim for the homeward or onward journey or for the collection of the repaired vehicle.

4.2 Return journey to place of residence/onward journey to destination: In the event of an accident or breakdown or the theft of the injured insured person's bicycle/e-bike, Allianz Assistance will pay for the injured insured person to return to their place of residence or continue with the journey to their destination and for the collection of the repaired vehicle up to a maximum of CHF 300 per event and per person, by public transport (2nd class) or, if there is no scheduled service available, by taxi. The insured person must organise their return or onward journey and the collection of the repaired bicycle/e-bike themselves. If the return journey cannot be made on the same day, Allianz Assistance will pay for overnight accommodation for one night up to a maximum of CHF 120 per injured insured person. If the roadside assistance was not organised by Allianz Assistance or if the insured person was able to ride to a suitable repair workshop after an accident or breakdown, the benefits for the

return journey to the place of residence or the onward journey to the destination or the overnight accommodation will not be paid.

4.3 The insured person's inability to ride:

If the rider suddenly becomes seriously ill, seriously injured or dies and no other person travelling with them is able to bring the bicycle/e-bike back, Allianz Assistance will arrange and pay for it to be recovered to the nearest suitable repair workshop. The costs of the collection of the bicycle/e-bike, in a similar way to article II 4.2, by a person commissioned by the insured person will also be reimbursed.

5. Non-insured events and benefits (as a supplement to article I 6)

5.1 If the Allianz Assistance emergency call centre has not agreed to the benefits (article II 4) in advance or if the roadside assistance or recovery has not been organised by the Allianz Assistance emergency call centre.

5.2 Events caused by fitting unapproved parts or by any type of modification to the vehicle that is not approved by the manufacturer.

5.3 If the event was caused by vandalism or a natural event.

5.4 If, at the time of the event, the vehicle is in a condition that does not comply with road traffic regulations or if maintenance work recommended by the manufacturer was not carried out.

5.5 Damage to items, goods or animals being transported and any associated costs are not insured.

5.6 The costs of repairs, spare parts and scrapping are not insured.

5.7 Allianz Assistance is not liable for damage caused by a service provider it has commissioned.

5.8 Rented bicycles and e-bikes are not insured.

6. Duties in the event of a claim (in addition to article I 4)

6.1 In order to claim Allianz Assistance benefits in accordance with article II 4.1 to article II 4.3, the insured or entitled person must immediately inform the Allianz Assistance emergency call centre of the occurrence of the insured event and obtain its approval for any assistance measures and the payment of the costs involved.

Contact number +41 44 283 33 77

6.2 Claims for damage to the insured vehicle caused by a service provider commissioned by Allianz Assistance in relation to an insured event must be made to the service provider or the responsible party directly.

6.3 In the event of a claim, Allianz Assistance must be sent the following documents in writing (see article I 12):

- Proof of insurance;
- Original receipts for insured expenses/additional costs;
- Documents and/or official attestations documenting the occurrence of the insured event (e.g. detailed medical certificate with diagnosis);
- If the benefits under article II 4.3 are claimed because the insured person is suddenly unable to ride, a detailed doctor's certificate with diagnosis must be provided as evidence.



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