



# Alaïa Bay cancellation & assistance insurance

## General Terms and Conditions of Insurance

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## 1 Information for the client

The following customer information provides an overview of the insurer's identity and the main elements of the insurance policy (Art. 3 of the Federal Insurance Policy Act, VVG/IPA). The content and extent of the rights and obligations arising from the insurance relationship are determined solely by the Insurance General Terms and Conditions (GTC), the personal data processing notice and the confirmation that the policy has been taken out (together, the "insurance policy").

### Insurance company

The insurance company is Europ Assistance (Suisse) Assurances SA (hereinafter "Europ Assistance" or "the insurer"), Avenue Perdtemps 23, 1260 Nyon, Switzerland, with the company identification number CHE-101.333.746. Through its activity, the insurance company is subject to supervision by the FINMA (Swiss Financial Market Supervisory Authority).

### Policy holder

The policy holder of the collective insurance policy is the Alaïa SA (hereinafter referred to as the policyholder or Alaïa Bay), based at Route de Crans 81, 1987 Lens, Switzerland. the surfing session the Alaïa Bay cancellation & assistance insurance.

### Insured person

The insured person (hereinafter "the insured") is the person who have booked a surfing session.

### Insurance period and term

The insurance policy takes effect on the date the insurance is taken out and ends when the surfing session is no longer valid, unless the policy is terminated earlier for a legitimate reason according to the VVG/IPA (no other grounds for termination are accepted).

Claims arising during the insurance policy's validity period are subject to a limitation period of five years from the occurrence of the event giving rise to the obligation.

Except in cases where the insurance is automatically included in the surfing session, an insured who has opted for all or part of the insurance me has the right of revocation for policies with a term of one month or more. This communication must be made to the insurer in writing or by any other means that can be proved by a text. The right of revocation allows the insurance buyer to revoke acceptance of the insurance policy within 14 days of this acceptance.

### Risks insured and scope of benefits

The risks insured and scope of insurance cover stem from the insurance policy. With all benefits, the nature of the insurance is loss insurance.

The Alaïa Bay cancellation & assistance insurance is insurance subsidiary to any other existing insurance cover in favour of the insured and can thus only apply for any loss for which no claim can be made against a third party.

### Obligations of the insured in the event of a claim

The insured must comply fully with the following legal or contractual obligations to inform and act:

- To notify the insurer in writing of the occurrence of a loss promptly
- To limit the damage as far as possible
- To provide any information that helps to determine the circumstances of the loss and/or assess its consequences
- To transmit to the insurer or the representative appointed by the insurer all relevant documents and information concerning the claim in a comprehensive and accurate manner

This list only covers the most common obligations. Other obligations are stipulated in the GTC and the VVG/IPA.

### Basic conditions applicable to benefits

To receive benefits, the insured must provide confirmation that the policy has been purchased. It is thus very important to keep this confirmation notice safely.

In the event of an accident, the assistance benefits are only valid if the resort's emergency services have been called to the scene of the accident.

### Main exclusions

The insurance does not cover:

- Events caused by intentional and deliberate acts, deliberate non-compliance with official prohibitions or gross negligence
- Events following the violation of the rules established by Alaïa Bay.
- Events that have already occurred at the time the insurance was purchased, at the time the surfing session was purchased or whose occurrence was foreseeable for the insured





- Pre-existing illnesses, pregnancy or injuries already diagnosed and/or treated prior to the booking of the surfing session with a risk of sudden aggravation
- Events resulting from an administrative decision affecting groups or individuals, taken by one or more States and/or administrative authorities, including the seizure of assets, internment, detention, limitation of movement of goods and/or persons, suspension of activities, etc.
- Participation in competitive races, even as a non-professional
- Events resulting from professional or paid contractual activity in official competitions organized by a sports federation, as well as training for these competitions and the legal liability associated with these activities
- Procedures and costs not ordered or approved by the insurer, and procedures and costs not expressly provided for in the GTC

This list only covers the most common cases of exclusion. Other exclusions are stipulated in the GTC and the VVG/IPA.

#### **Amount and payment of the premium**

The premium amount depends on the risks insured and the cover agreed when the Alaïa Bay cancellation & assistance insurance policy was taken out.

The Alaïa Bay cancellation & assistance insurance premium is paid by the insured when the insurance is taken out. It is collected by the insurance buyer.

If the insured has taken out all or part of the optional assistance me, the premium amount is shown in the insurance purchase confirmation.

#### **Personal Data Processing**

Europ Assistance processes personal data in accordance with the applicable provisions of legislation on data protection.

Further details on processing can be found in our privacy policy. The current version of this is available at all times on <https://www.europ-assistance.ch/>.





## 2 Overview of benefits

Assistance and insurance cover		Maximum sum insured
<b>Assistance services</b>		
Ambulance transport costs		
Helicopter transport costs		Real costs
Emergency medical expenses	Per insurance period	Max. CHF 10'000
Medical repatriation		
<b>Insurance benefits – reimbursement</b>		
Unused surfing session		
Unused surfing session-related sports lessons	Per insurance period	CHF 2'500
Unused surfing session-related rental of sports equipment		



## 3 General Terms and Conditions of Insurance (GTC)

The following sections present:

- Firstly, the provisions common to all the benefits of the Alaïa Bay cancellation & assistance insurance product
- Secondly, the specific provisions for certain benefits.

### 3.1 Common provisions

#### 1. Insurance company

The insurance company is Europ Assistance (Suisse) Assurances SA (hereinafter "Europ Assistance" or "the insurer"), Avenue Perdtemps 23, 1260 Nyon, Switzerland, with the company identification number CHE-101.333.746. Through its activity, the insurance company is subject to supervision by the FINMA (Swiss Financial Market Supervisory Authority).

#### 2. Policy holder

The policy holder of the collective insurance policy is the Alaïa SA (hereinafter referred to as the policyholder or Alaïa Bay), based at Route de Crans 81, 1987 Lens, Switzerland.

#### 3. Insured person

The insured person (hereinafter "the insured") is the person who have booked a surfing session.

#### 4. Insurance period and term

The insurance policy takes effect on the date the insurance is taken out and ends when the surfing session is no longer valid, unless the policy is terminated earlier for a legitimate reason according to the VVG/IPA (no other grounds for termination are accepted).

Claims arising during the insurance policy's validity period are subject to a limitation period of five years from the occurrence of the event giving rise to the obligation.

Except in cases where the insurance is automatically included in the surfing session, an insured who has opted for all or part of the insurance has the right of revocation for policies with a term of one month or more. This communication must be made to the insurer in writing or by any other means that can be proved by a text. The right of revocation allows the insurance buyer to revoke acceptance of the insurance policy within 14 days of this acceptance.

#### 5. Insurance cover

##### Risks insured and scope of insurance

The risks insured and the scope of the insurance cover stem from the insurance policy. With all benefits, the nature of the insurance is loss insurance.

The Alaïa Bay cancellation & assistance insurance is subsidiary to any other insurance cover in favor of the insured and can thus only apply to any loss for which no claim can be made against a third party.

##### Territorial Scope

Assistance is available throughout the Alaïa Bay Action Sports Center.

#### 6. General obligations in the event of a claim

##### Obligations of the insured in the event of a claim

The insured must comply fully with the following legal or contractual obligations to inform and act:

- To notify the insurer in writing of the occurrence of a loss promptly
- To limit the damage as far as possible
- To provide any information that helps to determine the circumstances of the loss and/or assess its consequences
- To transmit to the insurer or the representative appointed by the insurer all relevant documents and information concerning the claim, in a complete and accurate manner, and in particular:
  - o Confirmation that the policy was purchased
  - o Original receipts for expenses for which reimbursement is claimed
  - o The duly completed claim form
  - o Medical certificates (in the event of illness or accident)
  - o The insured's bank details.

If the claim has arisen as a result of an illness or accident, the insured must ensure that the doctors treating them are released from medical confidentiality with regard to the insurer.

In the event of late notification of a claim, the insurer is not liable for any benefits that cannot be provided in good time.

Special agreements, i.e. those not governed by these GTC, are only valid if they have been approved in writing or in text form by the insurer.

##### Contact details in the event of a claim

The insurer is available to the insured 7 days a week, 24 hours a day

Telephone	+41 (0) 22 593 73 90
E-mail	travel@europ-assistance.ch
Address	<b>Europ Assistance</b> Avenue Perdtemps 23 1260 Nyon Switzerland

### Infringement of obligations

In the event of a culpable breach of the obligation to notify, inform or provide the required documents, the insurer reserves the right to reduce or refuse its benefits, unless the insured can prove that their culpable conduct had no influence on the occurrence and extent of the loss.

### Acceptance of the GTC and communication

Communication with the insured will be the responsibility of the insurance buyer. In particular, the insurance buyer is responsible for transmitting the GTC to the insured and informing them of the main points of the contract.

By taking out the insurance, the insured confirms that they have received, read and understood these GTC.

## 7. General exclusions

The following exclusions apply to all benefits of the Alaïa Bay cancellation & assistance insurance:

- Events that have already occurred at the time the insurance was taken out, at the time the surfing session was purchased, or whose occurrence was foreseeable for the insured
- Pre-existing illnesses, pregnancy or injuries already diagnosed and/or treated prior to the booking of the surfing session, with a risk of sudden aggravation
- Attempted suicide, suicide or self-harm
- Events concerning intentional and deliberate acts, deliberate breaches of official prohibitions or gross negligence
- Events concerning the actual or attempted commission of an intentional offence
- Pandemics, epidemics or quarantine within or outside the country of residence
- The consequences of an administrative decision affecting groups or individuals, taken by one or more states and/or administrative authorities, such as the seizure of assets, internment, detentions, restrictions on the movement of goods and/or persons, suspension of activities, etc.
- The total or partial cancellation or interruption of contractual services by the organiser

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- Procedures and costs not ordered or approved by the insurer, as well as procedures and costs not expressly provided for in the GTC
- The cost of the excess not covered by the state health insurance scheme or any other personal protection institution.
- Events resulting from professional or paid contractual activity in official competitions organised by a sports federation, as well as training for these competitions and the legal liability associated with these activities
- Participation in competitive races, even if non-professional
- Incorrect use or misuse of the surfing session
- non-compliance with Alaïa Bay rules or improper or abusive use of the surf session
- Acts carried out during the exercise of a professional activity or arising from the use of a motor vehicle (electric bicycles are not considered as motor vehicles).

## 8. Amount and payment of the premium

The premium amount depends on the risks insured and the cover agreed when the Alaïa Bay cancellation & assistance insurance policy was taken out.

The Alaïa Bay cancellation & assistance insurance premium is paid by the insured when the insurance is taken out. It is collected by the insurance buyer.

If the insured has taken out all or part of the optional assistance me, the premium amount is shown in the insurance purchase confirmation.

## 9. Definitions

**Accident:** sudden and involuntary damage to the human body caused by an extraordinary external cause entailing an inability to benefit from the surfing session.

**Confirmation that the policy has been taken out:** this is, in the first instance, the surfing session mentioning the policy or the benefit of the Alaïa Bay cancellation & assistance insurance or another document certifying that this insurance has been taken out, or its benefits

**Domicile:** the insured's principal and usual place of residence.

**Illness:** physical, mental or psychic damage to health that is not caused by an accident and results in an inability to benefit from the surfing session.

**Period of insurance:** from the date the insurance is taken out until the surfing session ceases to be valid, unless the insured terminates it early for a legitimate reason according to the VVG/IPA.

**Close relative:** the insured's partner, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law and partner's children.

**Surfing session:** Reserved period in which the insured person practices surfing in the Alaïa Bay surf pool.

#### **10. International sanctions**

Europ Assistance will not provide cover, payments, services or other benefits if this could expose it to sanctions, prohibitions or restrictions in application of United Nations resolutions or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom, France or the Swiss Confederation. Furthermore, no payments will be made by the insurer in US dollars.

More information is available on <https://www.europ-assistance.com/en/who-we-are-international-regulatory-information>.

As an exception to any other provision, the territorial coverage shall exclude the following countries and territories: Afghanistan, Belarus, Burma (Myanmar), Crimea Region, Donetsk People's Region, Iran, Kherson People's Region, Luhansk People's Region, North Korea, Russian Federation, Syria, Venezuela and Zaporizhzhia People's Region.

#### **11. Exoneration from liability in the event of force majeure**

Europ Assistance may not be held responsible for any failure to perform services because of force majeure, such as a country being in a state of war or civil war, known political instability or civil commotion, riots, acts of terrorism, retaliation, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, volcanic eruptions, disintegration of the atomic nucleus, epidemics, pandemics and any other event classified as force majeure.

#### **12. Personal Data Processing**

Europ Assistance processes personal data in accordance with the applicable provisions of legislation on data protection.

Further details on processing can be found in our privacy policy. The current version of this is available at all times on <https://www.europ-assistance.ch/>.

#### **13. Place of jurisdiction**

This insurance is governed by Swiss law. The courts of the Swiss domicile of the insurance buyer or the insured, and the courts of the insurer's registered office, will have jurisdiction over any disputes arising from this insurance.

#### **14. Additional legal foundations**

The provisions of the Swiss Federal Insurance Policy Act (VVG/IPA), the Swiss Code of Civil Procedure (CPC), the Swiss Code of Obligations (CO) and all other relevant laws and regulations will also apply.



## 3.2 Special provisions

### Cancellation & interruption

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#### 1. Insured events

The insurer provides insurance coverage to the insured following an event mentioned below:

Inability of the insured to benefit from the surfing session booked as a result:

- his or her death or an accident/illness causing an inability to surf;
- death or hospitalization of a family member.

#### 2. Benefits provided

The insurer will pay for the following items, pro rata temporis but up to a maximum of CHF 2,500 per event, and on presentation of the original receipts:

- The amount of the unused surf session
- The amount of unused surf lessons
- The amount of the unused sports equipment rental

### Assistance

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#### 1. Insured events

The insurer provides insurance coverage to the insured for accidents occurring while surfing during a booking for which insurance has been subscribed.

#### 2. Benefits provided

The insurer will pay the following expenses, up to a maximum of CHF 10,000 per event, upon presentation of the original receipts:

#### Transportation costs

Europ Assistance will cover the cost of transport by ambulance or helicopter from the scene of the accident to the nearest hospital in Switzerland.

#### Medical repatriation

Europ Assistance will cover the actual cost of repatriating the insured to his/her usual place of residence, provided that the beneficiary has had recourse to medical care within the meaning of the guarantees mentioned below under Emergency medical expenses.

This guarantee is subject to the prior authorization of Europ Assistance.

#### Emergency medical expenses

Europ Assistance will pay only for emergency medical expenses in Switzerland if they are not covered by private or public health or accident insurance.

