



# Ski pass 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 group insurance policy is the legal entity selling the pass. It takes out the ski pass insurance so that its customers can benefit from it in addition when they purchase a pass.

### Insured person

The insured person (hereinafter "the insured") is the person who has taken out all or part of the ski pass insurance with the policy holder when purchasing a ski pass or who automatically benefits from all or part of this when purchasing a pass.

### Insurance period and term

The insurance policy takes effect on the date the insurance is taken out and ends when the pass is no longer valid, unless the policy is terminated earlier for a legitimate reason according to the VVG/IPA (no other grounds for termination are accepted).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

### 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 ski pass insurance is insurance subsidiary to any other existing insurance cover in favor of the insured and can thus only apply for any loss for which no claim can be made against a third party.

### Names of the products marketed

The ski pass insurance products are named as follows:

- Skipass Assur (without assistance as described in point 2)
- Snow Assist (with assistance as described in point 2)
- Summer Assist (without assistance as described in point 2)
- Summer Assist (with assistance as described in point 2).

### 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 that have already occurred at the time the insurance was purchased, at the time the pass was purchased or whose occurrence was foreseeable for the insured
- Pre-existing illnesses, pregnancy or injuries already diagnosed and/or treated prior to the purchase of the pass 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.
- The practice of off-piste skiing (with the exception of areas authorised by the resort for "off-piste skiing")
- Participation in competitive races, even as a non-professional
- 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
- 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 ski pass insurance policy was taken out.

The ski pass 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	
		With assistance (Package Assist*)	Without assistance (Package Assur**)
<b>Assistance services</b>			
Search and rescue costs	Per event	CHF 350	-
Ambulance transport costs			
Helicopter transport costs		Real costs	-
Emergency medical expenses	Per insurance period	Max. CHF 10'000	
Medical repatriation			
Provision of a driver	Per event	CHF 2'500	-
Compensation for the accompanying person	Per event	CHF 500	-
Legal costs	Per event	CHF 2'500	-
<b>Insurance benefits</b>			
Unused pass			
Unused pass-related sports lessons	Per insurance period	CHF 2'000	CHF 2'000
Unused pass-related rental of sports equipment			

\* Snow Assist or Summer Assist

\*\* Skipass Assur or Summer Assur





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

The following sections present:

- The provisions common to all the benefits of the ski pass insurance product
- The specific provisions for certain benefits.

To find out the scope and conditions of a given benefit, we recommend that you check in the overview above if it is included in the insurance policy taken out and then read both the common provisions and any specific provisions.

### 3.1 Common provisions of the ski pass insurance product

#### 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 group insurance policy is the legal entity selling the pass. It takes out the ski pass insurance so that its customers can benefit from it in addition when they purchase a pass.

#### 3. Insured person

The insured person (hereinafter "the insured") is the person who has taken out all or part of the ski pass insurance with the Insurance Buyer when purchasing a ski pass or who automatically benefits from all or part of this insurance when purchasing a pass.

#### 4. Insurance period and term

The insurance policy takes effect on the date the insurance is taken out and ends when the pass is no longer valid, unless it 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 pass, 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 ski pass 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.

##### Names of the products marketed

The ski pass insurance products are named as follows:

- Skipass Assur (without assistance as described in point 2)
- Snow Assist (with assistance as described in point 2)
- Summer Assist (without assistance as described in point 2)
- Summer Assist (with assistance as described in point 2).

##### Territorial Scope

The insurance is valid for the entire area of the resort issuing a pass covered by the insurance.

#### 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.

**For reimbursement of assistance benefits**

- The insured must first report the claim to the existing insurers. They may then send the final statement of account from their primary insurance to the insurer in order to claim any entitlement to insurance benefits not covered by their primary insurance.

**Residents of the European Union, EFTA and the United Kingdom:**

Before submitting a claim to the insurer, residents of the European Union / EFTA and the United Kingdom are invited to contact the Joint Institution KVG/LAMal. This institution will act in place of the beneficiary's national insurance:

Joint Institution KVG/LAMal  
Industriestrasse 78  
CH-4600 Olten, Switzerland  
www.kvg.org - info@kvg.org  
Tel: +41 32 625 30 30

As soon as the insured has received the statement of benefits from the Joint Institution, he or she may submit a claim to the insurer.

- **Nationals of other countries** will need to clarify the situation with the primary insurer in their country of residence and the care provider. Once in possession of a determination or final statement from their primary insurer, beneficiaries may submit their claim to the insurer.

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 Mondays to Fridays from 8.30 a.m. to 5.30 p.m.

Telephone	+41 (0) 22 939 22 32
E-mail	claims@europ-assistance.ch
Online	<a href="https://ski-ch.eclaims.europ-assistance.com/home">https://ski-ch.eclaims.europ-assistance.com/home</a>
Address	<b>Europ Assistance Suisse</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 ski pass insurance:

- Events that have already occurred at the time the insurance was taken out, at the time the ski pass was purchased, or whose occurrence was foreseeable for the insured
- The use of an open run without the corresponding pass
- Pre-existing illnesses, pregnancy or injuries already diagnosed and/or treated prior to the purchase of the pass, 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 earthquake or natural disaster in Switzerland or in neighbouring countries
- The consequences of incidents involving atomic, biological or chemical substances in Switzerland or in neighbouring country
- 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
- 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
- The practice of off-piste alpine sports (with the exception of areas authorised by the resort's domain for "off-piste" activities),
- Participation in competitive races, even if non-professional
- Incorrect use or misuse of the pass
- 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 ski pass insurance policy was taken out.

The ski pass 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 pass.

**Confirmation that the policy has been taken out:** this is, in the first instance, the ski pass mentioning the policy or the benefit of the ski pass insurance or another document certifying that this insurance has been taken out, or its benefits

**Resort area:** this is a managed mountain area where alpine sports can be practised, and which has a ski lift system. It includes at least one group of ski runs for the winter season and a resort. It is characterised by a right of access requiring a ski pass, which allows the use of all or part of the open runs in the resort area.

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

**Ski pass:** a ski pass (or season ticket) for at least one area of the issuing resort located at least partly in Switzerland and for which the insured benefits from all or part of the ski pass insurance. The ski pass must be valid for a certain period.

**Off-piste:** areas that are not accessible through the force of gravity and/or are not groomed by the resort management or designated as being available for the practice of an alpine sport.

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

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

**Accompanying person:** the person remaining at the insured's bedside.

**Open run:** the runs in the resort area, including areas authorised by the resort for "off-piste" activity.

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

**Alpine sport:** a sport that can be practised in the resort's area, requiring the use of the resort's ski lifts.

## 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: Belarus, Iran, North Korea, Syria, Russian Federation, Crimea Region, Donetsk Region, Kherson Region, Luhansk Region and Zaporizhzhia 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 concerning assistance and insurance

### Assistance in the resort area

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#### 1. Insured events

The insurer provides the insured with assistance cover for accidents occurring on the open runs requiring the intervention of the resort's emergency services, or within the thermal bath area, provided that admission to thermal baths is included in the pass.

#### 2. Benefits provided

##### Search and rescue costs

The insurer will contribute to the costs of search and rescue operations on the open runs (or within thermal baths included in the pass) carried out by the resort's emergency services, up to the amount stated in point 2 in the overview of benefits.

Only costs invoiced by a company officially recognised for these activities can be reimbursed.

##### Transport costs

The insurer will pay the costs of transport by ambulance or helicopter from the open runs (or from thermal baths included in the pass) to the nearest hospital in Switzerland, up to the amount stated in point 2 in the overview of benefits.

##### Emergency medical costs

The insurer will pay emergency medical costs in Switzerland up to the amount stated in point 2 in the overview of benefits, provided that they are not covered by private or public health or accident insurance.

##### Medical repatriation costs

The insurer will pay the actual costs of repatriation of the insured to their domicile, provided that the insured has had recourse to emergency medical treatment on site within the meaning of the emergency medical expenses cover indicated in point 3.2.2.

##### Provision of a driver

The insurer will provide the insured with a driver for the repatriation of their vehicle if the insured is unable to drive it following an insured event.

##### Compensation for an accompanying person

If an accompanying person remains at the insured's bedside following an insured event, the insurer will reimburse the following items on a pro rata basis, up to the amount shown in point 2 in the overview of benefits:

- An unused pass
- Unused sports lessons
- Unused sports equipment rental

#### Legal costs

The Insurer will provide the insured with insurance cover if, as a result of an insured event as per Art. 3.2.1, the insured is a party to criminal or civil proceedings. The Insurer will pay, up to the amount indicated in the overview of benefits under point 2, the legal costs, fees and expenses of a lawyer or any other suitably qualified person authorised to represent the insured in court by the law applicable to the proceedings ('legal costs').

#### 3. Exclusions

In addition to the general exclusions and the basic conditions for insurance benefits, the following specific exclusions apply:

- The organisation and payment of transport for minor ailments that can be treated locally and do not prevent the insured from using their pass
- Costs for medical aids and prostheses (in particular dental, hearing and orthopedic prostheses)
- Health check-up costs
- Dental care and jaw diseases, except for emergency dental care
- Medical and/or hospitalisation costs for a treatment diagnosed, planned or undertaken by the insured before their departure
- Optical expenses (e.g. glasses or contact lenses)
- Legal costs and damages in connection with crimes or offences that the insured person has committed or attempted to commit intentionally. This exclusion does not apply to legal costs in the event of self-defence or a state of emergency, in the event of a stay of proceedings or an acquittal, insofar as the insured has not been charged any costs, damages or counterclaims in favour of the plaintiff or third party
- Legal costs and damages relating to the defence against extra-contractual civil liability claims
- Legal costs and damages for which a third party or an insurance company is liable or is a debtor
- Costs of arbitration tribunals or legal costs and damages relating to arbitration proceedings.
- Notary's fees and expenses
- Enforcement costs, with the exception of the costs of a summons to pay, cancellation of opposition, execution of seizures and committal for bankruptcy.





## Pass insurance

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### 1. Insured events

The insurer provides cover if the insured is unable to use the pass as a result of the following events:

- Accident, illness or death of the insured
- Accident, illness or death of a close relative
- Weather conditions: storm, risk of avalanches, excess snow reducing the number of operational ski lifts in the resort to less than five. This event is subject to official communication by the resort.

### 2. Benefits provided

The insurer will reimburse the insured for the following items on a pro rata basis, up to the maximum amount stated in section 2:

- An unused pass
- Unused sports lessons included in the pass
- The rental of sports equipment included in the unused pass.

### 3. Exclusions

In addition to the general exclusions and the basic conditions for insurance benefits, the following specific exclusions apply:

- Weather-related events with seasonal and annual passes.

