



Ski pass insurance

General terms and conditions of insurance

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1 Information for customers

The following information for customers provides an overview of the insurer's identity and the main elements of the insurance policy (Art. 3 of the LCA – Swiss insurance policy act). The content and extent of the rights and obligations arising from the insurance policy are determined solely by the insurance policy, the General Terms and Conditions (GTC) and the personal data processing notice (together, the "insurance policy").

Insurance company

Apart from any exceptions indicated below, the insurance company is Europ Assistance (Suisse) Assurances SA (hereinafter "Europ Assistance" or "the insurer"), domiciled at Avenue Perdtemps 23, 1260 Nyon, Switzerland, with the company identification number (IDE/UID) CHE-101.333.746. Through its activity, the insurance company is subject to supervision by the FINMA (Swiss Financial Market Supervisory Authority).

Policyholder

The policyholder is the person named as such in the insurance policy.

Persons insured

Ski pass insurance covers the person indicated in the policy (hereinafter the "policyholder" or the "insured", as the case may be) holding a valid pass.

The policyholder and all insureds must be domiciled in Switzerland at the time an insured event occurs for which a claim can be made to the insurer.

Insurance period and term

The insurance cover start and end dates are indicated in the policy. The insurance policy may not be terminated before its term date, except in circumstances of just cause provided for in the LCA. Entitlement to insurance ends at the term date of the insurance policy, or if it is terminated or revoked.

Claims arising during the insurance policy's validity period will become statute-barred after five years from the occurrence of the event giving rise to the obligation.

The policyholder 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 the scope of the insurance cover stem from the insurance policy. The nature of the insurance is damage insurance as regards all benefits

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

Obligations in the event of a claim

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

- To promptly notify the insurer in writing of the occurrence of a claim
- To limit the damage as far as possible
- To provide any information that helps to determine the circumstances of the claim and/or assess its consequences
- To transmit to the insurer or its duly appointed representative all relevant documents and information concerning the claim in a comprehensive and accurate manner
- Not to make any changes to insured objects that could complicate the determination of the circumstances of the claim or the assessment of its consequences.

This list only covers the most common obligations. Other obligations are stipulated in the GTC and the LCA.

Basic conditions applicable to benefits

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

Main exclusions

The insurance does not cover the following:

- Events resulting from intentional and deliberate acts, deliberate disregard of official prohibitions or gross negligence
- 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





- 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, with collective or individual scope, taken by one or more States and/or administrative authorities, such as 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 authorized by the resort area for "off-piste skiing")
- Participation in competitive races, even as a non-professional
- Events resulting from a professional activity or an activity under paid contract in official competitions organized by a sports federation, as well as training for these competitions and the legal liability linked with these activities
- Measures and costs not ordered or approved by the insurer, as well as measures and costs for which coverage is not expressly provided for in the GTC

This list only covers the most common exclusions. Other exclusions are stipulated in the GTC and the LCA (Swiss insurance policy act).

Premium payer

The premium amount is paid by the policyholder upon signing the insurance policy and depends on the risks insured and the cover agreed. The premium amount is shown in the insurance policy.

Processing of Personal Data





2 Table of benefits

Assistance and insurance coverage		Max. sum insured	
		With assistance (Assist Package)	Without assistance (Assur Package)
Assistance services			
Search and rescue costs	Per event	CHF350	
Ambulance transport costs	Per year*	Actual costs Max. CHF10,000	
Helicopter transport costs			
Emergency medical expenses			
Medical repatriation			
Provision of a driver	Per event	CHF2,500	
Compensation for the carer	Per event	CHF500	
Insurance benefits			
Unused pass	Per year* and per person	CHF2,000	CHF2,000
Unused sports lessons			
Unused sports equipment rental			

*year: insurance observation period.



3 General terms and condition of insurance

The following sections present:

- Firstly, provisions common to all benefits of the Ski pass insurance product
- Secondly, provisions specific to some of the benefits.

To find out the scope and conditions of a given benefit, we recommend that you check in the above table 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 for the Ski pass insurance product

1. Insurance company

Apart from any exceptions indicated below, the insurance company is Europ Assistance (Suisse) Assurances SA (hereinafter "Europ Assistance" or "the insurer"), domiciled at Avenue Perdtemps 23, 1260 Nyon, Switzerland, with company identification number (IDE/UID) CHE-101.333.746. Through its activity, the insurance company is subject to supervision by the FINMA (Swiss Financial Market Supervisory Authority).

2. Policyholder

The policyholder is the person named as such in the insurance policy.

3. Persons insured

Ski pass insurance covers the persons indicated in the policy (hereinafter the "policyholder" or "insured", as the case may be) holding a valid pass.

The policyholder and all insureds must be domiciled in Switzerland at the time an insured event occurs for which a claim can be made to the insurer.

4. Insurance period and term

The insurance cover start and end dates are indicated in the policy. The insurance policy may not be terminated before its term date, except in circumstances of just cause provided for in the LCA. Entitlement to insurance ends at the term date of the insurance policy, or if it is terminated or revoked.

Claims arising during the insurance policy's validity period will become statute-barred after five years from the occurrence of the event giving rise to the obligation.

The policyholder 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. Risks insured and scope of insurance

The risks insured and the scope of the insurance cover stem from the insurance policy. The nature of the insurance is damage insurance as regards all benefits.

Ski pass insurance is subsidiary to any other existing insurance cover in favor of the insured and can thus only be activated for any event where no claims can be made against a third party.

6. Territorial scope

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

7. Obligations of the insured

Obligation to provide information

The policyholder must inform the Insurer of any change of domicile within 30 days of the change. In the event of a change of domicile in Switzerland, the insurer is entitled to adjust the insurance cover and premium to the new conditions.

Obligations 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 claim as soon as possible
- To limit the damage as far as possible
- To provide any information that helps to determine the circumstances of the claim and/or assess its consequences
- To transmit to the insurer or its duly appointed representative all relevant documents and information concerning the claim in a comprehensive and accurate manner
- To remit the ski pass to the insurer

If the claim has arisen following an illness or accident, the insured must ensure that the attending doctors are released from medical confidentiality with regard to the insurer. If there is a delay in reporting a claim, the

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insurer is not liable for any benefits that cannot be provided in a timely manner.

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

Tel	+41 (0) 22 939 22 96
Email	claims@europ-assistance.ch
Postal address	Europ Assistance Avenue Perdtemps 23 1260 Nyon - Suisse

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 claim.

8. 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
- Events resulting from an administrative decision, with collective or individual scope, taken by one or more States and/or administrative authorities, such as seizure of assets, internment, detention, limitation of movement of goods and/or persons, suspension of activities, etc.
- The consequences of an administrative decision by one or more States, such as seizure of assets, internment, detention or the limitation of movement.

- The total or partial cancellation or interruption of contractual services by the organiser
- Measures and costs not ordered or approved by the insurer, as well as measures and costs for which coverage is not expressly provided for in the GTC
- The cost of the excess not covered by the state health insurance scheme or any other provident institution.
- Events resulting from a professional activity or an activity under paid contract in official competitions organised by a sports federation, as well as training for these competitions and the legal liability linked with these activities
- The practice of off-piste alpine sports (with the exception of areas authorised by the resort area for "off-piste" activities),
- Participation in competitive races, even if non-professional
- Incorrect use or misuse of the pass
- Events occurring during the exercise of a professional activity or arising from the use of a motor vehicle (electric bicycles are not considered as motor vehicles).

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.

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 main and usual place of residence in Switzerland.

Ski pass: a ski lift pass (or lift season ticket) allowing access to at least one area of the issuing resort located at least partially in Switzerland. 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 area management or designated as being available for practising alpine sports.

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.

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

Relative: partner, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law and children of the insured's partner.



Alpine sport: a sport that can be practised in the resort 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 can be found at <https://www.europ-assistance.com/fr/who-we-are-international-regulatory-information/>

Territorial exclusion clause

Europ Assistance guarantees its cover for the countries covered by the insurance policy apart from the following countries and territories: Afghanistan, Belarus, Burma (Myanmar), North Korea, Russian Federation, Iran, Crimea Region, Donetsk People's Republic, Kherson People's Republic, Luhansk People's Republic, Zaporizhzhia People's Republic, Syria and Venezuela.

11. Exemption from liability in cases 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 subjected to civil commotion, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, volcanic eruptions, disintegration of the atomic nucleus, epidemics, pandemics or any other event classified as force majeure.

12. Personal data processing

Detailed information about processing is shown in our privacy policy. The current version is available at all times at online-services.europ-assistance.ch/en/personal-data-processing-notice.

13. Place of jurisdiction

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

14. Additional legal foundations

In addition, the provisions of the Swiss Federal Insurance Policy Act (LCA), the Swiss Code of Civil Procedure (CPC), the Swiss Code of Obligations (CO) and all other relevant laws and regulations will apply.



3.2 Special provisions concerning assistance and insurance

Assistance in the resort area

1. Events insured

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

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 package) carried out by the resort area's emergency services, up to the amount stated in point 2 of the table of benefits.

Only costs invoiced by a company officially accredited 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 indicated in point 2 of the table of benefits.

Emergency medical costs

The insurer will pay emergency medical costs in Switzerland only, up to the amount stated in point 2 of the table of benefits, provided 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 received 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 a companion

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

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

3. Exclusions

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

- The organization and payment of transport for benign conditions that can be treated locally and do not prevent the insured from using their pass.
- Costs for medical aids and prostheses (including dental, hearing and orthopedic prostheses)
- Health check-up costs
- Dental care and jaw diseases, except for emergency dental care
- Medical and/or hospitalization costs for a treatment diagnosed, planned or undertaken by the insured before their departure
- Dental care and jaw diseases, except for emergency dental care
- Optical expenses (e.g. glasses or contact lenses).

Ski pass insurance

1. Events insured

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

- Accident, illness or death of the insured
- Accident, illness or death of a relative
- Weather conditions: storm, risk of avalanches, excess snow reducing the number of ski lifts operating in the resort to less than five. This event must be officially communicated by the resort.

2. Benefits provided

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

- An unused pass
- Unused sports lessons linked with the pass
- The rental of sports equipment linked with the unused pass.

3. Exclusions

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



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- Passes for a period of under two days
- Weather-related events, with seasonal and annual passes.

