

Skipass insurance SkiPlus & SkiEasy

INFORMATION ABOUT YOUR INSURANCE POLICY

Dear Client

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act VVG).

Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance lies with: European Travel Insurance (entitled ERV in the GCI), a branch of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O., CH-4002 Basel.

The policyholder is Tarifverbund Gstaad GmbH (TVG in the General Conditions of Insurance), with registered office at Promenade 41, CH-3780 Gstaad.

Which people are insured?

On account of the group insurance policy concluded with the policyholder, ERV grants insurance cover and a direct right to claim in connection with the insurance benefits to the holder and owner of the ski pass.

What risks are covered and what scope does the insurance cover have?

The events, upon the occurrence of which ERV is obliged to payer benefit, are stipulated in the insurance cover acquired and the corresponding General Conditions of Insurance (GCI).

What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits correspond to the insurance policy acquired according to the ski pass sales receipt and are shown in the corresponding GCI.

How high is the premium payable?

The amount of the premium depends on the insurance cover selected and on the insured risks. This is explicitly communicated as part of the procedure for joining the group insurance policy. Details on the premium can be found on the ski pass sales receipt. The Swiss federal stamp duty is included in the premium.

When does your contract of insurance commence and end?

The insurance cover commences and ends on the date specified and described on the ski pass.

What are the key reasons for exclusion?

- Events that had already occurred on the purchase of the ski pass or events whose occurrence was knowable on the purchase of the ski pass;
- Events in connection with epidemics or pandemics;
- Events that arise during participation in dangerous activities (recklessness) where the policyholder knowingly exposes himself/herself to a substantial risk;
- Events caused by the influence of alcohol, drugs, narcotics or medications;
- Events that occur while intentionally committing a crime or misdemeanour, deceptions or the attempt;
- Events that the insured person brings about in connection with suicide, self-harm or the attempt to commit them;
- Events that occur during participation in
 - racing (incl. amateur racing),
 - racing or training in connection with professional sport or an extreme sport,
 - dangerous activities (recklessness) in which the policyholder knowingly exposes him/herself to a substantial risk.
- Events in connection with practising a profession;
- In the event of incorrect use or misuse of the ski pass.

This list only covers the key reasons for exclusion. Other exclusions are based on the GCI below and on the Swiss Federal Act on Insurance Policies (VVG).

What are the key responsibilities do the insured persons have?

The key responsibilities of the insured persons include, for example:

- If a claim event occurs, this must be reported to the local operations centre immediately.
- In the event of investigations by ERV, for example in the event of investigations in the event of a claim, the insured person must cooperate (duty to cooperate).
- In the event of a claim, reasonable measures to minimise and clarify the loss must be taken (damage minimisation duty).

This list only includes the key responsibilities. Further responsibilities can be found in the GCI and the VVG.

Why is personal data processed, passed on and stored?

What personal data is processed?

Data acquisition and processing serves the business of insurance transactions, the marketing, selling, administration, mediation of products and services and risk assessment, as well as the handling of insurance contracts and any secondary business associated with this.

The data is physically and/or electronically acquired, processed, stored and deleted in accordance with the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from contract termination and claims data for at least 10 years after completion of the claim.

In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as collection data.

ERV is authorised to disclose all this data to the extent required to co-insurers and reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies, other entities within the group of companies, cooperation partners, hospitals, doctors, external experts and other involved parties in Switzerland and abroad and to obtain information from all of the above. This authorisation includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles for the purpose of offering the applicant individual products.

What else must be observed?

The actual insurance contract remains authoritative in any case.

Use of the male gender to facilitate readability is intended to also refer to the female gender.

In case of doubt about interpretation and content of all documentation, the German version shall prevail.

GENERAL CONDITIONS OF INSURANCE (GCI) E72E

PACKAGE OPTIONS

All packages are covered by par.

1 General provisions

4 Glossary

	SkiPlus	SkiEasy
and also		
Rescue and recovery costs	x	
Emergency transport costs to the next hospital	x	
Helicopter transport costs to the next hospital	x	
Emergency-related treatment costs (people whose place of residence is outside Switzerland)	x	
Medically supervised emergency transport to the place of residence	x	
Unused part of the ski pass	x	x
Unused part of the ski course	x	x
Unused part of the hire of sports equipment	x	x
Replacement driver	x	
Legal protection	x	

1 GENERAL TERMS FOR SkiPlus & SkiEasy

- The insurance applies in the ski area where the ski pass is valid.
- The claims lapse 2 years after a damage event occurs.
- The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).
- ERV pays its benefits in principle in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

- G In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.
- H In order to claim the benefits of this insurance cover or for any kind of information in connection with an insured event, please contact:
ERV, St. Alban-Anlage 56, P.O. Box, CH-4002 Basel
E-Mail: claims@erv.ch, Phone: + 41 58 275 27 27
- I When ERV pays the claim, the policyholder shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.
- K ERV only provides insurance cover, and may only be liable for damage claims or other benefits in so far as these are not in breach of any sanction or restriction per UN resolutions, or in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

2 SkiPlus – ASSISTANCE INSURANCE ON SKI SLOPES

Warning: Please retain the ski pass including sales receipt with evidence of the insurance premium paid, this is your insurance certificate.

2.1 Insured events and benefits

The following insurance cover applies exclusively to the ski slopes of the relevant ski area and its ski stations.

In the event of an accident involving the insured person, ERV will bear the following costs:

- A the rescue and recovery costs (ski slope rescue service) incurred through the use of the appropriate rescue service, up to a maximum of CHF 350;
- B the emergency transport costs for transfer to the nearest hospital suitable for treatment, up to a maximum of CHF 1000;
- C the helicopter transport costs for transfer to the nearest hospital in Switzerland suitable for treatment, up to a maximum of CHF 2000;
- D for medically necessary treatment measures (incl. medicines), in accordance with the regionally applicable health insurer rate in the event of outpatient treatment or in the event of an inpatient stay in the general ward in the hospital that is ordered and/or carried out by a registered doctor, up to a maximum of CHF 3000. This benefit does not apply to people whose place of residence is in Switzerland.
- E medically supervised emergency transport to a hospital at the place of residence of the insured person that is suitable for the treatment up to a maximum of CHF 5000 if the insured person has made use of benefits within the meaning of par. 2.2 A to D;
- F for the unused part of
- the ski pass. The cover also extends to unused ski courses and the hire of sports equipment. The benefit is limited to a maximum of CHF 1200 in total. No reimbursement is made for incomplete days.
 - a companion's ski pass if the companion needs to assist the person who had the accident due to the state of his/her health. The cover also extends to unused ski courses and the hire of sports equipment. The benefit is limited to a maximum of CHF 500 in total. No reimbursement is made for incomplete days.
 - the ski pass if no more than five ski lifts in the area for which the ski pass is valid were in operation due to unfavourable weather conditions (storm, avalanche risk, excessive snowfall). The benefit entitlement exists per actual day of the closure of the ski lift facilities. No reimbursement is made for incomplete days.
- G the use of a replacement driver so that the beneficiary can reach his/her usual place of residence if the beneficiary is no longer able to drive his/her vehicle as a result of an accident that required the use of the rescue service. This benefit is limited to the costs actually incurred and to a maximum of CHF 2500.
- H for the expenses of a legal expenses insurance policy/lawyer up to a maximum of CHF 2500 if the insured person becomes the subject of criminal or civil proceedings due to an accident (third-party responsibility).
- I The benefits pursuant to section 2.2 A to D from all insurance policies in force at ERV are limited cumulatively per event to a total of CHF 6000.
- K The insurance cover pursuant to section 2.2 A to H applies only on the submission of a certificate issued at the time of the event by a recognised doctor provided that, from a medical point of view, there were no reasons not to engage in ski sports at the time of purchase of the insured ski pass.

2.3 Exclusions

The following benefits and events are excluded:

- a) helicopter transport outside of Switzerland;
- b) third parties' liability claims;
- c) losses arising from ownership, possession, utilisation or use of motor vehicles of any type;
- d) from causal damage to the property of the policyholder or of companies economically and financially affiliated with it;
- e) all accidents outside the ski slopes and ski stations (with the exception of the ski areas approved by the ski stations that are outside of the ski slopes).

2.4 Claim

- A The following documents must i.a. be delivered to ERV:
- Proof of insurance,
 - Medical certificate,
 - precise personal contact data,
 - bank or post office account details (IBAN),
 - required supporting documents.
- B address: ERV, St. Alban-Anlage 56, P.O. Box, CH-4002 Basel
E-Mail: claims@erv.ch, Phone: + 41 58 275 27 27

3 SkiEasy – REIMBURSEMENT OF THE SKI PASS

Warning: Please retain the ski pass including sales receipt with evidence of the insurance premium paid, this is your insurance certificate.

3.1 Insured events and benefits

ERV provides insurance cover on a pro rata temporis basis if the insured person cannot use or can only partially use the ski pass purchased, the ski course booked and/or the ski equipment hired as a result of one of the following events:

- A in the event of an unforeseeable serious illness, serious injury or death of the insured person;
- B in the event of unforeseeable serious illness, serious injury or death of a very close relative of the insured person;
- C if no more than five ski lifts in the area for which the ski pass is valid were in operation due to unfavourable weather conditions (storm, avalanche risk, excessive snowfall). The benefit entitlement exists per actual day of the closure of the ski lift facilities.
- D No reimbursement is made for incomplete days.
- E The insurance cover pursuant to section 3.1 A and B applies only on the submission of a certificate issued at the time of the event and by a recognised doctor provided that, from a medical point of view, there were no reasons not to engage in ski sports at the time of conclusion of the insurance.

3.2 Exclusions

The following benefits and events are excluded:

- a) third parties' liability claims;
- b) all accidents outside of the ski slopes and ski stations (with the exception of the ski areas approved by the ski stations that are outside of the ski slopes).

3.3 Claim

- A The following documents must i.a. be delivered to ERV:
- Proof of insurance,
 - Medical certificate,
 - precise personal contact data,
 - bank or post office account details (IBAN),
 - required supporting documents.
- B address: ERV, St. Alban-Anlage 56, P.O. Box, CH-4002 Basel
E-Mail: claims@erv.ch, Phone: + 41 58 275 27 27

4 GLOSSARY

A Accident

An accident is a sudden unintended harmful effect of an unusual external factor on the human body which results in an impairment of the physical, mental or psychological health or death.

I Illness

Illness means any impairment of the physical, mental or psychological health which is not a consequence of an accident and requires a medical examination or treatment or results in incapacitation from work.

Insured person/beneficiary

The insured person and beneficiary are the holder and owner of a ski pass that can prove the conclusion of the insurance by means of a sales receipt.

P Policyholder

The policyholder is the person who has concluded an insurance policy with ERV.

S Ski slopes

Ski slopes are parts of a mountain that are intended for skiing and snowboarding and are prepared by the business organisation.

Ski sports

"Ski sports" is a collective term for all types of sport that require the sports equipment of ski(s) or snowboard for practice. Ski boot hikes are treated as equivalent to ski sports if a ski lift is used for the hike. Sledge rides are not included.

Switzerland

For the purposes of territorial limits, Switzerland includes Switzerland and the Principality of Liechtenstein.