



# SNOW INSURANCE

Information for clients in accordance with the Insurance Contracts Act and  
General Insurance Conditions

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**GROUPE · BURRUS**  
**COURTAGE**



Groupe Burrus

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## 1. INFORMATION FOR CLIENTS IN ACCORDANCE WITH THE INSURANCE CONTRACTS ACT (ICA)

The following information intended for clients gives a clear, succinct overview of the insurer's identity and the essential content of the insurance contract (art. 3 of the federal Swiss insurance contracts act or ICA / LCA / VVG).

### 1. WHO IS THE INSURER?

The insurer is EUROP ASSISTANCE (Switzerland) INSURANCES SA (hereafter EUROP ASSISTANCE), Avenue Perdtemps 23 – CP 3200 – CH-1260 NYON 1.  
The insurance product is sold under the **Skipass Assur** brand.

### 2. WHAT RISKS ARE COVERED BY THE INSURANCE AND WHAT IS THE SCOPE OF THE INSURANCE SERVICES?

All guarantees of the Snow Assist insurance are subsidiary to any insurance cover subscribed earlier by the insured/beneficiary and valid when the ski-pass is delivered. In such a case only the damages not already insured by the contract will be covered.

The risks insured and the scope of the insurance cover are stipulated in the General Insurance Conditions (GIC). Benefits and services provided can include the following:

| SUMMARY OF BENEFITS  | LIMITS IN CHF   |
|--|---|
| Refunds: <ul style="list-style-type: none"> <li>• Unused ski pass</li> <li>• Unused ski lessons</li> <li>• Unused sports equipment rental</li> </ul> | Pro rata and as indicated in the GIC<br>Max. CHF 2,000 per season |

### 3. WHO IS THE POLICY HOLDER / WHO IS INSURED?

The policy holder is the ski resort that has issued a ski-pass in favour of third party.  
The persons insured are the customers and rightful owners of a ski-pass issued by the ski resort indicating the insurance cover purchased from the member resort or any other document or item proving that insurance cover was purchased.

### 4. WHAT ARE THE MAIN EXCLUSIONS?

- Events that have already occurred at the time the ski-pass is issued, and those whose occurrence was manifest for the insured person at the time the ski-pass is issued.
- Events connected with participation in dangerous acts in full knowledge of the risks.
- Events connected with pandemics and epidemics.
- Practice of ski-climbing and « free skiing », off-piste skiing (with the exception of the slopes authorised by the ski resort), participation in competitive races even as an amateur.
- Assistance procedures and costs not ordered or not approved by EUROP ASSISTANCE.

This list only indicates the most common exclusions. Other exclusions are stipulated in the General Insurance Conditions (GIC).

### 5. WHAT ARE THE OBLIGATIONS OF THE INSURED PERSON?

- The insured person is bound to entirely respect his/her obligations as regards notification, legal or contractual information and the procedures to be followed (e.g. declaring losses promptly to Europ Assistance).
- The insured person is bound to do everything in his/her power to limit the extent of the loss and help in elucidating its cause (e.g. authorizing third parties to remit documents, information and other elements needed to account for the loss to EUROPE ASSISTANCE).
- Notify in any case to their previously existing insurers whose coverage was in force at the time when the ski-pass was issued. Then he/she may send the final account statement from his/her insurers to EUROPE ASSISTANCE in order to apply for statement of any insurance claim which may not already have been covered.
- Europ Assistance advise guests from EU Member States to contact the KVG Joint Institution:  
KVG Joint Institution (Institution Commune LAMal), Gibellstrasse 25, CH-4503 Solothurn  
Internet : [www.kvg.org](http://www.kvg.org) – info@kvg.org  
Tel : +41 32 625 30 30 – Fax : +41 32 625 30 90  
The institution will act instead of you insurers.
- Then you may send to Europ Assistance the final account statement from the institution to enable any differences to be compensated.

In case of failure to comply with the above obligations, EUROPE ASSISTANCE will not be liable.

This list only indicates the most common obligations. Other obligations are stipulated in the General Insurance Conditions and the ICA.

### 6. WHEN DOES THE INSURANCE PERIOD START AND END?

The start and end dates of the insurance are indicated on the ski-pass or on any other document or item proving that insurance cover was purchased.

### 7. INSURANCE VALIDITY

Snow Assist insurance is valid only if the ski pass or any other document or item proving that insurance cover was purchased indicates "Skipass Assur", "Base" or "Insured".

In the event of an accident, cover is only provided if the resort ski patrol attends the scene of the accident.

It is very important that you keep the ski pass containing the indication of insurance, which serves as a certificate of this insurance.

### 8. TERRITORIAL VALIDITY

The insurance is only valid on the skiing slopes covered by the ski-pass issued by the ski resort (including the areas bordering Switzerland).

### 9. HOW ARE PERSONAL DATA PROCESSED?

EUROPE ASSISTANCE processes data from contractual documents or arising from the execution of the contract and uses them notably to calculate the premium, define the risk, process cases giving rise to services, create statistics or for marketing purposes. These data are stored physically or electronically.

These data will be transmitted, if necessary, to interested third parties, including other insurers, authorities, lawyers, doctors and external experts. These data may also be processed to prevent any insurance fraud.

## 2. GENERAL INSURANCE CONDITIONS (GIC)

### A. COMMON PROVISIONS

#### A.1. PERSONS INSURED

The persons insured are the customers of the ski resort and rightful owners of a ski-pass issued by the ski resort, with the inscription of the name of the insurance product bought.

#### A.2. PURPOSE OF THE CONTRACT

The GIC herein govern the rights and obligations of the parties to the contract in view of guaranteeing the success of the services provided. The GIC define the content and financing of any services or benefits provided to the insured persons.

The services and benefits provided can include the following:

- Refund of ski pass, ski lessons and any sports equipment rental

#### A.3. RULES TO BE FOLLOWED IN THE EVENT OF A CLAIM

##### 1. Contact details

The insured persons can reach EUROP ASSISTANCE 24/7:

|  |                                   |
|--|-----------------------------------|
| Phone  | <b>+41 (0)22 939 22 32</b>        |
| Fax  | <b>+41 (0)22 939 22 45</b>        |
| E-Mail   | <b>travel@europ-assistance.ch</b> |
| <b>EUROP ASSISTANCE (Suisse) Assurances SA</b><br>Avenue Perdtemps 23 – CP 3200 – CH-1260 NYON 1 |                                   |

##### 1. Obligations in the event of a claim

Notify in any case to his/her previously existing insurers whose coverage was in force at the time when the ski-pass was issued. The insured person may then send the final account statement from his/her insurers to EUROP ASSISTANCE in order to apply for statement of any insurance claim which may not already have been covered.

The insured person is bound to observe all his/her legal and contractual obligations in terms of notification, information and the procedures to be followed (notably the prompt declaration of the event to EUROP ASSISTANCE). The insured person must do everything in his/her power to limit damage and help in elucidating the cause of the loss.

The insured person must:

- Supply EUROP ASSISTANCE with all original documents for expenses for which reimbursement is requested.
- Send to EUROP ASSISTANCE :
  - The completed claim form
  - The original copy of the ski pass or season ticket
  - The medical certificate
  - Your exact personal data and address details
  - Your bank details

In the event of an unjustified breach of the obligation of notification, information or submission of required documents, EUROP ASSISTANCE reserves the right to reduce or deny benefits unless the insured person can prove that his/her unjustified conduct did not have an impact on the occurrence or extent of the loss/damage.

##### 2. Breach of obligations

If the insured persons fail to respect the rules to be observed in the event of a claim, cover may be refused or reduced.

#### A.4. DEFINITIONS

**Beneficiary:** the person insured is the customer and rightful owner of a ski-pass issued by the ski resort, with the inscription of "Snow Assist", "Base" or "Insured" or any other document or item proving that insurance cover was purchased.

**Skipass Assur:** the name of the insurance product, purpose of the contract.

**Suisse-Switzerland:** all Swiss territory including the Büsingen and Campione enclaves. Insurance coverage and exclusions applying to Switzerland also apply to the whole of Lichtenstein.

**Ski practice:** ski practice and similar sliding sports such as snowboard and skibob. Hiking is also assimilated to ski practice.

**Open runs or slopes:** "open runs" is taken to mean any runs linked to the ski pass, including areas where the resort has authorised "off-piste" skiing (off-piste skiing is taken to mean any managed mountain area where it is possible to ski off-piste during the winter season.) At the least, "open runs" covers a collection of ski runs at a winter sports resort. This area is set apart from other areas by an entry restriction requiring a season ticket or ski pass giving access to all the open runs in the ski area. The ski area is understood to cover all areas accessible by the force of gravity from the ski lifts, thereby including

numerous sectors known as off-piste. The resort ski patrol is responsible for safety and rescue services in the area.

**Accident:** any sudden and unintended harmful event affecting the human body, having an extraordinary, external cause and that is occurred on the skiable domain of the ski resort and is only valid if the ski patrol team has been involved at the accident spot.

**Serious illness:** is understood as illness which necessitates hospitalisation at least overnight and ongoing treatment, or the complete inability to ski for seven days or more, as ordered by a doctor. These conditions are subject to validation by the EUROP ASSISTANCE doctor.

**Close relatives:** the insured person's spouse, partner, child, father, mother, brother, sister, parents-in-law, grandparents and grandchildren.

**Emergency medical expenses:** means the cost of immediate rescue measures and medical first aid.

### A.5. PERIOD OF LIMITATION

The period of limitation for any action or claim arising from this contract is 2 years from the time of the event giving rise to the obligation.

### A.6. ADDITIONAL INSURANCE CLAUSE

If the insured person is entitled to benefits under a different insurance contract (voluntary or compulsory insurance), the insurance cover is subsidiary and is limited to that part of the EUROP ASSISTANCE benefits that exceeds the cover provided by the other insurance contract.

Costs will only be reimbursed in total one single time. If EUROP ASSISTANCE has nevertheless provided benefits for the same loss/damage, these shall be regarded as an advance payment and the insured person shall cede his/her entitlement to claim against a third party (voluntary or compulsory insurance) to EUROP ASSISTANCE to the same extent.

### A.7. FOR

This contract is subject to Swiss law. All claims arising from this contract may be filed with the courts in the Swiss place of residence of the insured person or claimant, or the courts in Nyon and the Canton of Vaud where EUROP ASSISTANCE is headquartered. The right of recourse to the Supreme Federal Court of Switzerland is reserved.

### A.8. ADDITIONAL LEGAL GROUNDS

The provisions of the Swiss Federal law on insurance contracts ("LIC / LCA / VVG") and the Swiss Code of Obligations also apply.

### A.9. EXCLUSIONS

The exclusions below apply to all cover;

- Use of drugs, narcotics or medication not prescribed by a doctor;
- Pre-existing serious illnesses or injuries which have already been diagnosed and/or treated before the insurance is contracted, where there is a risk that the condition may suddenly worsen;
- Drunkenness, deliberate acts and fraud, conscious failure to comply with official prohibitions;
- Suicide or attempted suicide, self-harm;
- All cases of force majeure which make it impossible for the contract to be performed, including prohibitions by the local, national or international authorities;
- Accidents resulting from participation in a professional capacity or under a paid contract in an official competition organised by a sporting federation as well as training for these competitions and the legal liability related to these activities;
- Off-piste skiing (other than in areas in which the ski resort has authorised off-piste skiing); participation in competitive races, even in an amateur capacity;
- Incorrect or abusive use of a ski pass;
- Acts undertaken in performing a job of work or resulting from the use of a motor vehicle,
- Events relating to pandemics, epidemics or quarantining;
- Events linked to active participation in strikes and internal disturbances;
- Events relating to kidnapping;
- Costs not substantiated by original documentation;
- The consequences of pregnancy from 36 weeks onwards;
- The cost of the excess not covered by the state health insurance scheme or any other personal protection institution.

### **B. INSURED COVERAGE : REIMBURSEMENT**

#### **B.1 EVENTS AND COSTS COVERED**

##### **1. Insured events**

For holders of ski passes valid for 2 or more days, EUROPE ASSISTANCE will reimburse, pro rata based on the ski pass, the loss suffered when the holder is entirely prevented from skiing for one of the following reasons:

- accident, serious illness or death of the insured person;
- accident, serious illness or death of a close relative of the insured person;
- when, for an entire day, fewer than 5 ski runs and ski lifts in the ski area are running due to adverse weather conditions (storm, avalanche risk or excessive snow). This cover only applies when an official statement is issued by the member resort.

##### **2. Insured costs**

Should an insured event occur, EUROPE ASSISTANCE will, on production of original copies of supporting documentation, pro rata and up to a maximum of CHF 2,000 per event and per season, cover the cost of:

- Unused ski passes
- Unused ski lessons
- Unused sports equipment rental

#### **B.2 COVER EXCLUSIONS**

Season ticket or annual pass holders are not covered in the event of accident, illness or death of a close relative, nor if all or part of the ski runs in the ski area are closed due to adverse weather conditions.

The cover detailed above only applies to accidents occurring on open runs in the ski area linked to the ski pass and where the resort ski patrol is required to attend.

All guarantees of the Snow Assist insurance are subsidiary to any insurance cover subscribed earlier by the insured/beneficiary and valid when the ski-pass is delivered. In such a case only the damages not insured by the already contract will be covered.

#### **B.3. EXEMPTION FROM RESPONSIBILITY IN THE EVENT OF FORCE MAJEURE**

EUROPE ASSISTANCE cannot be held responsible for failure to execute benefits due to force majeure.

In the case of personal assistance, benefits are not guaranteed for insured persons travelling in countries in states of war or civil war, known political instability or civil uprising, riots, acts of terrorism, acts of retaliation, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, volcanic eruptions, release of nuclear radiation, epidemics, pandemics or any other cases of force majeure.