

# Skiticket insurance 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 GIC), a branch of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.

The policyholder is Ticketcorner AG, Riedmatt-Center, P.O. Box, CH- 8153 Rümlang.

## 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 ticket.

## 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

#### 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 ticket 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. The beginning and end of the insurance cover, the insured risks and benefits as well as the premiums are shown in the application form and the present GCI. The Swiss federal stamp duty is included in the premium.

## When does your contract of insurance commence and end?

The insurance cover commences when the insurance is taken out and ends with the expiration of the ski ticket on the respective ski day.

## What are the key reasons for exclusion?

- Events that had already occurred on the purchase of the ski ticket or events whose occurrence was knowable on the purchase of the ski ticket;
- 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;
- Events in connection with practising a profession;
- In the event of incorrect use or misuse of the ski ticket.

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 ERV 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.

Essentially, the following data categories are processed: the details of the injured parties and claimants, contract and damage details, health details and debt collection

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. The authorisation covers, in particular, the physical and/or electronic data storage and the use of the data to determine the premium, to clarify risk, to process insured events, to combat abuse and to perform statistical evaluations.

#### 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

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

## **GENERAL CONDITIONS OF INSURANCE (GCI) E549**

|   | SkiEasy |
|---|---------|
| Unused part of the ski ticket               | ×       |
| Unused part of the ski course               | ×       |
| Unused part of the hire of sports equipment | ×       |

## **GENERAL TERMS**

- The insurance applies in the ski area where the ski ticket is valid.
- The claims lapse 2 years after a damage event occurs.
- С The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- D 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
- 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. 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.
- When ERV pays the claim, the person insured shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.
- 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 SKITICKET INSURANCE SkiEasy – REIMBURSEMENT OF THE SKI TICKET

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

#### 2.1 Insured person

The rightful owner of the «SkiEasy» ski pass insurance, which is made up of the purchase receipt for the ski ticket and these General Conditions of Insurance, is insured.

#### 2.2 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 ticket 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, severe pregnancy complication or death of the insured person;
- B in the event of unforeseeable serious illness, serious injury, severe pregnancy complication or death of a very close relative of the insured person.
- C severe detriment to the insured's property at his place of residence as a consequence of fire, storm, theft or water damage, so that his presence at home is indispensable.
- D failure or delay by technical fault of the public means of transport to be used to reach the starting venue.
- E vehicle failure (unfitness to drive) as the result of an accident or breakdown (excl. lack of fuel and lost keys) of the private vehicle or taxi during the direct journey to the starting venue.
- F if the ski area is cut off from the surrounding areas via roads and railway lines and is not accessible to the insured person.
- G if no more than 20% of the ski lifts in the area for which the ski pass is valid were in operation due to unfavourable weather conditions (p. e. storm, avalanche risk, excessive snowfall). The benefit entitlement exists per actual day of the closure of the ski lift facilities.
- H After the first use of a ski pass (per day) the claim for this day expires. For multi-day passes the following calculation applies: the purchase price divided by the number of days multiplied by the number of full unused days.
- The insurance cover pursuant to par. 2.2 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.
- K If an insured person is unable to attend because of an insured occurrence, the other insured persons may claim benefits only if they are relatives or relativesin-law of the person concerned.
- L If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, ERV shall pay the resulting insured costs if participation has to be cancelled because of a unforeseen serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

## 2.3 Exclusions

The following benefits and events are excluded:

- a) third parties' liability claims;
- 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)

## 2.4 Claim

- 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 (e.g. confirmation from the cable car operator about the closure of the ski lifts).
- 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 GLOSSARY

## A–Z

#### 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 ticket 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.