



# Ski pass insurance Hohsaas

## 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 Company Bergbahnen Hohsaas AG, Seilbahnstrasse 18, CH-3910 Saas-Grund, Switzerland.

### Insured person

The insured person (hereinafter "the insured") is the person who has purchased a ski pass from the insurance policyholder.

### Insurance period and term

The insurance cover begins with the purchase of the ski pass and ends when the insured person starts their ski day, but at the earliest on the day the collective agreement comes into force and at the latest on the day the collective agreement is cancelled.

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.

### 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.

### 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.

### 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 cable car company 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





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- 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 is paid by the policyholder.

#### **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
Unused Skipass	Real cost, max. CHF 2'000



## 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

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#### 2. Policy holder

The policy holder of the group insurance policy is the Company Bergbahnen Hohsaas AG, Seilbahnstrasse 18, CH-3910 Saas-Grund, Switzerland.

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The insured person (hereinafter "the insured") is the person who has purchased a ski pass from the insurance policyholder.

#### 4. Insurance period and term

The insurance cover begins with the purchase of the ski pass and ends when the insured person starts their ski day, but at the earliest on the day the collective agreement comes into force and at the latest on the day the collective agreement is cancelled.

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.

#### 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.

#### 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.

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.

## 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 cable car company'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 is paid by the policyholder.

## 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 cable car company 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 cable car company 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

### Pass insurance

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#### 1. Insured events

The insurer provides cover if the insured is unable to use the ski 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: in the event of storm, risk of avalanches or excess snow, the following conditions apply:
  - 100% refund if the entire Kreuzboden – Hohsaas area is closed;
  - 50% refund if the Kreuzboden – Hohsaas axis is closed before 13:00;
  - No refund if the facilities are open until 13:00.

These events are subject to official communication by the cable car company .

Official partial use at the beginning and end of the season, notified in advance by the policyholder, is not considered an insured event.

#### 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

#### 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.

