



## skiCare – Assistance insurance on the ski slopes

**Please note: It is very important to keep your ski pass marked "insured" or "skicare", as this serves as proof of insurance.**

**skiCare®** is an assistance and protection insurance policy offered by MUTUAIDE ASSISTANCE.

## Customer information in accordance with the LCA

The following customer information provides a brief and clear overview of the identity of the insurer and the main points of the insurance contract (Art. 3 of the Swiss Federal Law on Insurance Contracts, LCA).

### Who is the insurer?

The insurer is MUTUAIDE ASSISTANCE, Fribourg branch (Switzerland), hereinafter referred to as MUTUAIDE ASSISTANCE.

### What risks are covered by the insurance and what is the scope of the insurance cover?

The insured risks and the scope of the insurance cover are those stipulated in the policy and the General Terms and Conditions of Insurance (GTC).

### Who is insured?

The persons insured are those specified in the policy and in the General Terms and Conditions of Insurance (GTC). For insurance policies with a term of less than one year (temporary insurance), the persons insured are those mentioned in the policy.

For insurance policies with a term of one year (annual insurance), the policy stipulates whether the insurance cover applies only to the insured person (individual insurance) or to the insured person and persons living under the same roof, as well as their minor children who do not live under the same roof (family insurance).

### What are the main exclusions?

- \* Events that had already occurred at the time the contract was concluded or the trip was booked, or those whose occurrence was obvious to the insured person at the time the contract was concluded or the trip was booked.
- \* Events related to epidemics or pandemics.
- \* Events related to participation in dangerous activities, with full knowledge of the risks involved.

This list only covers the most common exclusions. Other exclusions are stipulated in the General Terms and Conditions of Insurance and the LCA.

### How much is the premium?

The amount of the premium depends on the risks insured and the desired coverage. The amount of the premium is defined in the insurance proposal and appears in the policy.

### What are the obligations of the policyholder and the insured persons?

- \* They are required to comply fully with their legal or contractual notification and information obligations and those relating to conduct (e.g. immediately reporting the claim to MUTUAIDE ASSISTANCE).
- \* They are required to do everything in their power to limit the extent of the claim and to help clarify its origin (e.g. authorise third parties to provide MUTUAIDE ASSISTANCE with the documents, information and other items necessary to explain the claim).

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

### When does the insurance start and end?

The start and end dates of the insurance are defined in the insurance proposal and are stated in the policy.

- \* Insurance policies with a term of one year (annual insurance policies) are tacitly renewed for a period of one year on their expiry date. The policyholder or MUTUAIDE ASSISTANCE may terminate annual insurance policies in writing at the end of the contract, subject to three months' notice.
- \* Insurance policies with a term of less than one year (temporary insurance) simply expire on the date specified in the insurance proposal and stipulated in the policy.
- \* The contract may be terminated early by cancellation:
  - a. after a claim for which MUTUAIDE ASSISTANCE has provided benefits, provided that the termination takes place at the latest at the same time as the payment of benefits;



- b. when MUTUAIDE ASSISTANCE changes its premiums. In this case, the termination must be received by MUTUAIDE ASSISTANCE on the last day of the insurance year;
- c. in the event of insurance fraud.

This list only covers the most common ways of terminating the insurance. Other ways of terminating the insurance are set out in the General Insurance Conditions and the LCA.

#### **How does MUTUAIDE ASSISTANCE process data?**

MUTUAIDE ASSISTANCE processes data obtained from contractual documents or during the course of the contract and uses it in particular to calculate premiums, assess risk, process claims, compile statistics and for marketing purposes. This data is stored physically or electronically. If necessary, only data deemed useful will be transmitted to interested third parties, in particular other insurers, authorities, lawyers and external experts concerned. This data may also be transmitted to detect or prevent fraudulent use of the insurance.

#### **Definitions**

**Company:** "The company" refers to MUTUAIDE ASSISTANCE.

**Policyholder:** The resort issuing the ski pass.

**Insured/beneficiary:** The holder and owner of a ski pass issued with the original inscription "insured" or "skicare".

**skiCare:** Name of the cover provided under this contract.

**Skiing:** Skiing and similar snow sports, such as snowboarding, skibobbing and any other activity involving the use of ski lifts. Hiking is considered equivalent to skiing.

**Open slopes:** "Open slopes" means all slopes connected and accessible with the ski pass, including areas authorised by the resort for off-piste skiing.

**Emergency medical expenses:** "Emergency medical expenses" refers to immediate rescue measures and initial medical treatment.

#### **General Terms and Conditions of Insurance**

**Insurer:** MUTUAIDE ASSISTANCE, hereinafter referred to as MUTUAIDE ASSISTANCE.

**Purpose of the insurance:** Assistance on the ski slopes.

**Duration of insurance:** Days indicated on the ski pass.

**Territorial validity:** Ski area linked to the ski pass.

**Limitation period:** Claims arising from the insurance contract are subject to a limitation period of two years from the date on which the obligation arose.

**Applicable law:** The provisions of the Federal Law on Insurance Contracts (LCA) apply.

**Jurisdiction:** The courts of the company's Swiss registered office shall have jurisdiction over all claims arising from this contract.

**Medical certificate:** Official document issued by a registered doctor stating the exact duration of the inability to ski.

#### **Insured cover**

The cover described in sections 1, 2, 3 and 4 below is only valid for accidents occurring on the open slopes of the ski area.

**All cover provided by the skiCare® policy is subsidiary to any existing insurance cover previously taken out by the insured person/beneficiary and in force at the time of issue of the ski pass and can therefore only be invoked for any damage not covered by such cover.**

1. **Rescue and emergency costs** incurred by the resort's emergency services, up to a maximum of CHF 350.00 per incident.
2. **Ambulance transport costs** from the arrival at the slopes to the nearest hospital, up to CHF 1,000.00 per event.
3. **Helicopter transport costs.** Only flights to a Swiss hospital are covered, up to a maximum of CHF 2,000.



**4. Emergency medical expenses**, up to CHF 3,000.00 per event. Only expenses for medical emergencies in Switzerland are covered, provided they are not covered by private or public health or accident insurance.

**5. The total sum insured for cover under points 1, 2, 3 and 4 is a maximum of CHF 6,000, all benefits combined.**

**6. The provision of a driver for the beneficiary to return to their usual place of residence**, up to a maximum of CHF 2,500.00 per event, following an accident requiring the intervention of the resort's emergency services and preventing them from driving their own vehicle. However, this is subject to the prior authorisation of the company.

#### **7. Reimbursement of the ski pass**

**7.1.** For holders of ski passes valid for two days or more, this insurance cover also provides, on a pro rata basis and upon presentation of the original supporting documents, reimbursement of the unused ski pass, ski lessons and sports equipment hire, up to a maximum of CHF 1,200.

**7.2.** MUTUAIDE ASSISTANCE will cover the cost of unused ski passes when no more than five ski lifts in the area covered by the ski pass are in operation due to adverse weather conditions (stormy winds, avalanche risk, excessive snow). Holders of half-season, season and annual passes are not covered by this guarantee.

**7.3.** MUTUAIDE ASSISTANCE will cover, up to a maximum of CHF 500.00, the unused ski pass, lessons and sports equipment hire **for one accompanying person** who had to remain at the insured person's bedside due to their state of health.

**8. The actual costs of medical repatriation** of the insured person to their usual place of residence, up to CHF 5,000.00, provided that the beneficiary has received medical care within the meaning of coverages 2, 3 and 4 above. This coverage is subject to prior authorisation by the company.

**9. The cover provided under sections 7 and 8 is valid for any medical reason, provided that the beneficiary presents a medical certificate and that the inability to ski did not already exist at the time of purchase of the ski pass.**

**10. Legal assistance.** When, as a result of an event covered by this contract, the insured is subject to criminal or civil proceedings. The company will cover, up to a maximum of CHF 2,500.00, the fees of a solicitor or any other person with the qualifications required by the law applicable to the proceedings.

#### **Exclusions**

This contract does not cover damage or accidents caused by any of the following events:

- a. use of drugs, narcotics or medication not prescribed by a doctor;
- b. alcohol intoxication, intentional acts, negligence on the part of the insured despite official prohibitions;
- c. suicide or attempted suicide, self-harm;
- d. all cases of force majeure rendering the performance of the contract impossible, in particular prohibitions decided by local, national or international authorities;
- e. accidents resulting from participation on a professional basis or under a paid contract in official competitions organised by a sports federation, as well as training for such competitions and civil liability related to these activities;
- f. practising "ski mountaineering" and "off-piste skiing" (subject to areas authorised by the resort for "off-piste skiing"), participation in competitive courses, even amateur ones;
- g. legal defence costs arising from a crime or intentional offence;
- h. acts carried out in the course of professional activity;
- i. incorrect or abusive use of the ski pass;
- j. transport by helicopter on foreign soil;
- k. any third-party claims for compensation based on civil liability;
- l. damage caused by wilful misconduct or intentional offences;
- m. damage resulting from the ownership, possession, use or operation of motorised vehicles;



- n. direct or indirect damage caused to the structures, equipment and facilities of the policyholder or companies that are economically or financially linked to it;
- o. reimbursement of excesses and contributions to medical benefits under the LAMal;
- p. all accidents that did not occur within the ski resort.

#### Assistance and obligations in the event of a claim

To claim benefits under this insurance cover or for any information relating to an insured claim, please send your request to:

**MUTUAIDE ASSISTANCE, Route de la Fonderie 2, CH - 1700 Fribourg**

- by e-mail: [mutuaide.ski@swiss-claims.ch](mailto:mutuaide.ski@swiss-claims.ch)
- by telephone: + 41 26 425 81 20 / + 41 26 425 80 00

The cover provided under sections 6 and 8 will only be granted if the company has approved it in advance. Any communication or claim for reimbursement in connection with a claim must be sent to MUTUAIDE ASSISTANCE within 10 days.

Please enclose the following with your claim:

- \* the original ski pass;
- \* the medical certificate;
- \* your exact personal details;
- \* your bank or postal details;
- \* all relevant supporting documents.

Entitlement to benefits under coverages 2, 3, 4 and 7 **must** be reported to your insurance companies (health or accident) that were in force when the ski pass was issued. You must send MUTUAIDE ASSISTANCE the final statement from your insurance company or LAMal in order to claim any insurance benefits that are not covered.

If the insured person fails to comply with this obligation, the company is not liable for compensation.

In the event of an advance payment under the cover provided for in sections 2, 3 and 4, the beneficiary of the benefit must provide the insurer with all the information enabling it to make a claim, under the European Health Insurance Card, to the competent national social security institution.

#### Contact details of your partner

**MUTUAIDE ASSISTANCE, Swiss Branch, Rte de la Fonderie 2, CH-1700 Fribourg.**