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# General Conditions of Insurance (GCI). Mountain insurance.

European Travel Insurance ERV  
P.O. Box, 4002 Basel, +41 58 275 27 27  
info@erv.ch, [www.erv.ch](http://www.erv.ch)

# General Conditions of Insurance (GCI)

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	SOS-Protection	Cancellation costs
Emergency transport costs to the nearest hospital	x	
Helicopter transport costs to the nearest hospital	x	
Emergency medical expenses	x	
Medically attended emergency transport to the place of residence	x	
Replacement driver	x	
Unused services according to the booking confirmation		x

## 1 General provisions

### 1.1 Insured persons

The lawful holders of the mountain insurance as shown by the booking confirmation in conjunction with these General Conditions of Insurance (GCI) are the insured persons and beneficiaries.

### 1.2 Scope, period of validity, specific provision

- A Winter season: The insurance cover applies exclusively to the ski slopes of the ski area in question and its lift stations during the published operating hours.
- B Summer season: The insurance cover applies exclusively in the area of the mountain station (summer facilities of the mountain cableway/railway) during the published operating hours.
- C The insurance coverage begins and ends on the dates specified in the booking confirmation. When purchasing a half-season, full-season or annual pass, the insurance cover applies for the entire duration of the validity of the pass.
- D For persons residing abroad, the insurance coverage lasts a maximum of 4 months, in which case the insured person must be located in Switzerland or Liechtenstein when taking out the insurance or booking the service.
- E The insurance cover is only valid on presentation of a certificate issued by a recognized doctor at the time of the event, provided that there were no medical reasons against taking part in mountain sports when taking out the insurance.
- F If an insured person suffers from a chronic illness without that person's participation in the mountain sport appearing to be in question at the time of taking out the insurance, ERV will pay the insured costs incurred if participation in the event has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness.

### 1.3 General exclusions

Benefits are excluded for the following:

- a) events that had already occurred or were already recognizable when the insurance was taken out or the service was booked;
- b) events which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- c) events that were caused by deliberate or grossly negligent acts or omissions;
- d) events occurring on the occasion of the wilful commission or attempted commission of crimes or offences;
- e) events which the insured person causes in connection with suicide, self-harm and the attempt thereof;
- f) events which occur when taking part in
  - competitions or training sessions in connection with amateur sport, professional sport or an extreme sport,
  - rallies or training sessions with motor vehicles,
  - treks and mountain tours that involve overnight stays at altitudes exceeding 4000m above sea level,
  - reckless actions through which one knowingly exposes oneself to particularly great danger; the current Suva classifications shall apply;
- g) events in connection with performing a professional activity;
- h) breaches of the General Terms and Conditions by third parties involved;
- i) third-party liability claims;
- j) all accidents and events occurring off the ski slopes and outside of the ski resorts (with the exception of ski areas approved by the ski resorts, which are located off the ski slopes);
- k) failure to observe the FIS and SKUS rules, disregard for signals, instructions and barriers, as well as using/entering closed slopes, forest and wildlife reserves and avalanche-prone slopes;
- l) events that are a consequence of acts of war or terrorism;
- m) events caused by ionizing radiation of any kind, particularly as a result of nuclear reactions;
- n) events caused by a pandemic, except the insured person's own illness or own isolation/quarantine in the event of infection;
- o) events that result from official orders.

### 1.4 Claims against third parties

- A If the insured person has been indemnified by a liable third party or by such party's insurer, no compensation is payable under the present contract. If a claim is asserted against ERV instead of against the liable party, the insured person shall assign the liability claims to ERV up to the amount of the expenses incurred.
- B In the case of multiple insurance (voluntary or compulsory insurance), ERV shall provide its benefits on a subsidiary basis, unless the other insurer's terms and conditions also contain a subsidiary clause. In this case the statutory provisions for double insurance shall apply.
- C If there are multiple insurance policies with licensed companies, the costs shall be reimbursed in total only once.
- D The provisions of item 1.4 A-C do not apply to capital benefits in case of death or disability.

### 1.5 Further provisions

- A Claims lapse five years after any loss events.
- B The only place of jurisdiction available to the beneficiary is their Swiss place of residence or the registered office of ERV in Basel.
- C Any benefits unduly received from ERV shall be refunded to ERV within 30 days, together with any expenses incurred.
- D ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate of the day on which such costs were paid by the insured person.
- E To the extent and at the time a benefit is provided, the insurer shall be subrogated to the rights of the insured person with respect to similar loss items it has covered.
- F If the insured person moves their legal domicile or habitual abode abroad, the insurance lapses as of the relocation date.
- G ERV provides insurance cover and is liable for claims or other benefits only insofar as such cover and claims are not contrary to sanctions or restrictions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

### 1.6 Obligations in the event of a claim

- A In the event of a claim, please
- [contact the local emergency center or dial the emergency assistance number 144 in case of emergency;](#)
  - if repatriation is necessary in accordance with item 2.1 D, you must contact the 24-hour Central Call-out Service, by dialling either +41 848 801 803 or the toll-free number +800 8001 8003. It is available to you around the clock (including on Sundays and holidays). The Central Call-out Service will advise on the appropriate course of action and organize the necessary assistance;
  - contact the ERV claims service, P.O. Box, CH-4002 Basel, [www.erv.ch/sinistri\\_schaden@erv.ch](http://www.erv.ch/sinistri_schaden@erv.ch), +41 58 275 27 27.
- B The insured person/beneficiary shall make every effort before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer must be provided with
- any requested information,
  - the necessary documents, and
  - payment details (IBAN of the bank or post office account).
- D In the event of illness or accident, a doctor must be consulted immediately and informed of the travel plans. The doctor's instructions must be followed. The insured person/beneficiary shall release the treating physicians from their duty of confidentiality towards the insurers.
- E All originals of documents must be retained and provided to ERV at its request.

### 1.7 Culpable breach of obligations in the event of a claim

- A In case of a culpable breach of obligations related to a loss event, the insurer may reduce the compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- B The insurer's obligation to pay benefits shall not apply if the insurer suffers a disadvantage as a result and:
- false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including police report, statement of facts, confirmation and receipts) are not met.



## 2 SOS Protection

### 2.1 Insured events

- A ERV provides insurance coverage in the event of an accident or unforeseeable severe illness of an insured person.
- B The costs of emergency transport to the nearest accessible location, including the associated rescue measures and/or the costs of transfer to the nearest suitable hospital for treatment, up to a maximum of CHF 10000.
- C The costs of medically necessary treatment measures (incl. medication), in accordance with regional health insurance tariffs for outpatient treatment or an inpatient stay in a general hospital ward, prescribed or carried out by a licensed physician, up to a maximum of CHF 3000. **This benefit does not apply to persons residing in Switzerland.**
- D Medically attended emergency transport to the hospital suitable for treatment at the place of residence of the insured person, up to a maximum of CHF 5000 if the insured person has claimed benefits within the meaning of item 2.1 A-E. **ERV's physicians alone will decide on the necessity, nature and timing of these benefits.**
- E In addition to existing travel, health and accident insurance, ERV will pay the costs of any necessary search and recovery operation up to CHF 10000 per person if the insured person is considered to be missing or has to be rescued from a hazardous situation that is not accessible for medical first responders.
- F A prerequisite for insurance coverage under item 2.1 A-E is that the search, recovery and rescue be organised by public or private rescue services.
- G The use of a replacement driver so that the insured person can reach their usual place of residence if they are no longer able to drive their vehicle as a result of an accident that required assistance by the rescue services. This benefit is limited to the actual costs incurred and to a maximum of CHF 2500.

### 2.2 Exclusions

The following benefits and events are excluded:

- a) helicopter transport without medical indication (e.g. when adequate medical care is available locally);
- b) If the benefits under item 2.1 D are not approved in advance by the Central Call-out Service or ERV, **the benefits shall be limited to CHF 400 per person and event.**

## 3 Cancellation costs

### 3.1 Insured events

ERV grants insurance coverage if the services included in the booking confirmation cannot be used, or can only be used in part, by the insured person as a result of any of the events listed below, provided that the event occurs after the insurance has been taken out or the service has been booked:

- a) unforeseeable serious illness, serious injury, serious pregnancy complications, or death
  - of the insured person or
  - of a very close relative of the insured person;
- b) serious damage to the insured person's property at their place of residence as a result of fire, natural disasters, theft or water damage so that the insured person's presence at their place of residence is essential;
- c) cancellation/breakdown of the public transport to be used to reach the mountain destination due to a technical defect or personal injury accident;
- d) failure (inoperability) due to an accident or breakdown (excluding gasoline, diesel, battery and key breakdowns) of the private vehicle or taxi during the direct trip to the mountain destination;
- e) if the ski resort/cable car area is cut off from the surrounding area, making it inaccessible to the insured person by road or rail;
- f) if less than 20% of the ski lifts and cable cars covered by the lift pass were in operation due to hazardous weather conditions that endanger the safety of guests in the cable car area. This may be due to a storm, avalanche risk or heavy snowfall. The entitlement to benefits is for each actual day that the ski lifts are closed.

### 3.2 Insured services

- A After the first use of the service in accordance with the booking confirmation (per day), the entitlement for that day shall lapse. In the case of multi-day services, the calculation is as follows: purchase price divided by the number of days, multiplied by the number of full unused days. Claim handling and payment of benefits for half-season, full-season or annual passes only begins when an insured event lasts at least 15 successive days. From the 16th day, the calculation is performed as for multi-day services.
- B If an insured person is unable to participate as a result of an insured event, the other insured persons are only entitled to benefits if they are related by birth or marriage to that person.
- C The event that causes the cancellation is decisive for the assessment of the entitlement to benefits. Previous or subsequent events are not taken into account.
- D If the insured event occurs, ERV shall pay the cancellation costs actually incurred (excluding processing charges) Overall, this benefit is limited to the price published in the booking confirmation or to the sum insured.

## 4 Glossary

### A Abroad

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as abroad.

### Accident

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

### B Booking confirmation

This term includes benefits (e.g. tickets, lift passes, other lift passes, sports courses, rental equipment, other additional benefits) that were purchased at the same time as the insurance and are listed on the booking confirmation.

### E Extreme sport

Engaging in exceptional sporting disciplines, where the person concerned is exposed to the extreme physical and mental stress (e.g. base jumping).

### G Gross negligence

Gross negligence means a failure to observe an elementary duty of care incumbent upon any reasonable person finding themselves in the same situation.

### I Illness

Illness is any impairment of physical, mental or psychological health that is not the result of an accident and that requires medical examination or treatment or results in incapacity for work.

### Insured person

An insured person is a holder of the insurance who can provide proof of having taken out the insurance and/or adhered to the collective insurance contract.

### M Mountain sports

Mountain sports refer to all sports that are practised in the area of the mountain station and require the use of the cable cars/mountain railways.

### Mountain station area

The mountain station area is a developed mountain area that can be used for snow, alpine and summer mountain sports and has a network of cable cars and/or mountain railways. It includes at least one station and a selection of ski slopes for the winter season and/or a selection of hiking trails for the summer season. Access is only possible with a lift pass that allows you to use all or part of the mountain area.

### P Place of residence

The place of residence is the country where the legal domicile or habitual abode of the insured person is or was before the commencement of the insured stay.

### R Related by birth or marriage

With regard to item 3.2 B, in addition to relatives and in-laws, spouses, cohabiting partners, and partners in a registered partnership are also included.

### Rescue

Averting a danger by means of immediate life-saving measures and/or rescuing a person from a life-threatening or health-threatening situation by means of human and/or technical rescue measures.

### S Search and rescue costs

A type of benefit according to which the costs incurred for the search and/or recovery of an injured person following an accident or illness are insured.

### Season

The season is determined by the published season start and end dates of the cable car area.

### Ski slopes

Ski slopes are parts of a mountain that are intended for snow sports and are prepared by the operating company.

### Switzerland

Switzerland and the Principality of Liechtenstein come within the territorial scope of Switzerland.