

General Terms and Conditions of Insurance Sport Insurance ALPINSAFETY (2008 issue)

Information for customers in accordance with the VVG (the Swiss Federal law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss Federal law governing insurance contracts [VVG]).

Who is the Insurer?

The Insurer is ELVIA Reiseversicherungs-Gesellschaft AG, called ELVIA in the remainder of this document, based at Hertistrasse 2, 8304 Wallisellen, Switzerland.

Who is the Policyholder?

The Policyholder is 2bePUBLISHED Internet Services GMBH, Gotthardstrasse 20, 6300 Zug, Switzerland (called ALPINRESORTS or the Policyholder in the remainder of this document).

What risks does the insurance cover and what is the scope of the insurance protection?

The insured risks and the scope of the insurance cover are set out in the confirmation of insurance and the General Terms and Conditions of Insurance.

Who are the people covered by the insurance?

Based on the collective insurance policy concluded with the Policyholder, ELVIA Reiseversicherungs-Gesellschaft provides the individuals defined in the application and named in the confirmation of insurance as hirers of winter sports equipment with insurance protection and a direct right to claim in association with the insurance benefits.

The insured individuals are listed in the confirmation of insurance and the General Terms and Conditions of Insurance.

What winter sports equipment is covered by the insurance?

The winter sports equipment listed in the confirmation of insurance is covered by the insurance.

The winter sports equipment covered by the insurance is shown by the confirmation of insurance and the General Terms and Conditions of Insurance.

What are the important exclusions?

- Events that have already occurred at the time of joining the collective contract, or events that were discernible for the insured individual at the time of joining the collective contract.
- War, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- The misuse of alcohol, drugs or medication

This list contains only the most common exclusions. Further exclusions are set out in the General Terms and Conditions of Insurance and the VVG.

How high is the premium?

The level of the premium depends on the insured risks in each case and on the cover required. The level of the premium is defined at the time of application and is set out in the confirmation of insurance.

What are the duties of the insured individuals?

- To fulfil their contractual and legal duties of notification, information and conduct in full (e.g. to notify a case of loss/damage promptly to ELVIA).
- To do all that they can to help minimise and clarify the loss/damage (e.g. authorising third parties to issue the relevant documents, information, etc. to ELVIA so that the case of loss/damage can be clarified).

This list contains only the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG.

When does the insurance cover begin and end?

The beginning and end of the insurance are defined in the application and specified in the confirmation of insurance.

B The beginning and end of the insurance are defined in the confirmation of insurance and the General Terms and Conditions of Insurance.

How does ELVIA handle information?

ELVIA handles information that arises from the contractual documents or the processing of the contract, and uses this in particular to establish the premium and clarify the risk, to process benefit cases, and for statistical evaluations and marketing purposes. The information is stored physically or electronically.

If necessary, the data is passed to other third parties who are involved, such as other insurance companies, the authorities, lawyers and external experts, to the extent required. Data may also be disclosed in order to reveal or prevent insurance fraud.

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Overview of insurance benefits

| Insurance components | Insurance protection | Sum insured (maximum) | |
|---------------------------|--|-----------------------|--|
| A Damage | Repair/replacement costs for the insured winter sports equipment | Per event | Current value of winter sports equipment |
| B Snow sports Assistance | Cost of transportation to hospital, | Per event | CHF 6,000 |
| | Search and rescue costs | Per event | CHF 500 |
| C Insurance against theft | Theft or robbery of the insured winter sports equipment | Per event | Current value of winter sports equipment |

General Terms and Conditions of Insurance

The insurance protection provided by the ELVIA travel insurance company (hereinafter referred to as ELVIA) is defined by the confirmation of insurance and the following General Terms and Conditions of Insurance.

I Common provisions relating to all components of insurance

The common provisions for all components of insurance apply only to the extent that there are no contrary provisions in the special provisions governing the individual components of insurance.

1 Insured winter sports equipment

The insurance covers the winter sports equipment listed in the confirmation of insurance (including bindings).

2 Insured persons

The insurance covers the people listed in the confirmation of insurance as hirers of the winter sports equipment.

3 Scope

The insurance applies within the ski areas in the states bordering the Alps and belonging to the European Union.

4 The beginning and duration of the insurance protection

The insurance applies during the duration of hire of the winter sports equipment as indicated in the confirmation of insurance.

5 Obligations in the event of loss/damage

- 5.1 The person with the entitlement to claim is obliged to undertake everything in his/her power to minimise and clarify the loss /damage.
- 5.2 The person with the entitlement to claim is obliged to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate notification of the insured event to the contact address specified in the common provisions).
- 5.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to ELVIA.
- 5.4 If the insured person is also able to assert claims for which ELVIA has provided benefits against third parties, he/she must safeguard these claims and cede them to ELVIA.
- 5.5 The following documents must be made available to ELVIA at the contact address specified in the common provisions (depending on the insured event):
 - Insurance certificate (confirmation of insurance)
 - Contract of hire for winter sports equipment
 - Documents and/or official certificates that confirm that the loss/damage has happened (e.g. detailed medical certificate with diagnosis, police report, etc.)
 - Receipts for unforeseen costs in the original

6 Violation of obligations

If the person with the entitlement to claim violates his/her obligations, ELVIA can refuse or reduce its benefits.

7 Non-insured events

- 7.1 If an event has already taken place at the time of entering the collective insurance contract, or if the event was discernible for the insured person at the time of entering the collective contract, there will be no right to claim benefit.
- 7.2 Events brought about by the insured person as follows are not insured:
 - Misuse of alcohol, drugs or medication
 - Suicide or attempted suicide
 - Participation in races or competitions, training sessions or similar events.
 - Grossly negligent or premeditated action/omission
 - Commitment of a crime and/or offence or the intention to do so
- 7.3 The insurance does not cover events:
 - Where a person other than the insured person is using the winter sports equipment.
 - Vandalism
- 7.4 The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or for police-related matters.
- 7.5 The insurance does not cover the following events and their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 7.6 The insurance does not cover the consequences of events caused by official decrees
- 7.8 The insurance does not cover accidents occurring on runs that were prohibited by law or forbidden by the authorities.
- 7.9 The insurance does not cover accidents occurring off the marked pistes or ski runs.
- 7.10 The insurance does not cover accidents occurring on barred or closed pistes or ski runs.

8 Definitions

8.1 Ski areas in the states bordering the Alps and belonging to the European Union. Germany, France, Italy, Austria and Slovenia.

8.2 Accident

- An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body or on the winter sports equipment.
- 8.3 Serious consequences of accidents
The consequences of accidents are regarded as serious if they result in an inability to work for a limited or unlimited period of time, or if they produce an absolute inability to travel.

9 Complementary clause

- 9.1 If the insured person is entitled to benefits under a different insurance contract (voluntary or compulsory insurance) the cover provided by ELVIA is limited to that part of the benefits that exceeds the cover provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 9.2 If ELVIA 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 (third-party, voluntary or compulsory insurance) to ELVIA to the same extent.

10 Period of limitation

The period of limitation for claims resulting from the insurance contract is two years from the time of the event upon which the duty to provide the benefit is based.

11 Hierarchy of standards

The "Special Provisions relating to the individual components of insurance" take precedence over the "Common provisions relating to all the components of insurance".

12 Applicable law and place of jurisdiction

- 12.1 Actions against ELVIA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 12.2 The Swiss Federal law on insurance contracts (VVG) applies as a supplement to these provisions.

13 Contact address

ELVIA, Hertistrasse 2, P.O Box, 8304 Wallisellen, Switzerland

II Special provisions relating to the individual components of insurance

A Damage

1 Sum insured

The sum insured is set out in the Overview of Insurance Benefits.

2 Insured event and insurance benefit

- 2.1 If the winter sports equipment covered by the insurance is damaged as the result of an accident or a fall by the insured person, ELVIA will pay for the costs of the repair/replacement of the winter sports equipment, up to its current value. The current value is the value at the time of purchase minus an annual depreciation of 20%, starting from one year after purchase (amortisation).

3 Non-insured events or loss/damage (as a supplement to Clause I 7: Non-insured events)

- 3.1 Wear and tear: this is damage that has not been caused by a sudden accidental event, but by normal use or other reasons (ageing, corrosion, deficient or defective maintenance, etc.); also any damage to coatings, edges, shanks, upper edges or finishes, loss of tip protection or loss of tension.
- 3.2 Damage caused by faulty binding assembly.
- 3.3 Damage caused by faulty manufacture or materials, e.g. defective gluing, cracks in the upper or lower treads or construction faults that always seem to lead to the same kind of damage in the same model of sports equipment (epidemiological damage).

4 Obligations in the event of loss/damage (as a supplement to Clause I 5: Obligations in the event of loss/damage)

In order to be able to call upon the benefits from ELVIA, the insured person must return the damaged winter sports equipment immediately to the hirer. At the same time, the insured person must also complete a notification of damage truthfully and in full while at the same location.

B Snow sports Assistance

1 Sums insured

The sums insured are set out in the Overview of Insurance Benefits.

2 Insured events and benefits

2.1 Medical Assistance

1 Search and rescue costs

If the insured person is seriously injured as the result of an accident involving the insured sports equipment, ELVIA will pay the costs of search and rescue.

2 Costs of transportation to the nearest suitable hospital

If the insured person is seriously injured as the result of an accident involving the insured sports equipment, ELVIA will pay for transportation to the nearest hospital suitable for the provision of treatment.

3 In providing its benefits in accordance with Clause II B 2.1.2, ELVIA acts as a subsidiary insurance provider to any private or social insurance schemes (insurance against injury, military insurance scheme, health insurance scheme, etc.).

3 Obligations in the event of loss/damage (as a supplement to Clause I 5: Obligations in the event of loss/damage)

- 3.1 In order to be able to call upon the benefits from ELVIA in accordance with Clauses II B 2.1.1 and 2.1.2, the person with the entitlement to claim must notify ELVIA in writing immediately after the event has occurred.

C Insurance against theft

1 Sum insured

The sum insured is set out in the Overview of Insurance Benefits.

2 Insured event and insurance benefit

2.1 In the event of the:

- Theft
- Robbery (theft accompanied by the threat or use of violence against the insured person)

of the insured winter sports equipment, ELVIA will reimburse the current value of the winter sports equipment. The current value is the value at the time of purchase minus an annual depreciation of 20%, starting from one year after purchase (amortisation).

3 Non-insured events (as a supplement to Clause I 7: Non-insured events)

- 3.1 Theft at the permanent place of residence (including basement, attic, garage etc.) or theft at the temporary place of residence (holiday home, hotel etc.) of the insured person.
- 3.2 Any theft caused wilfully by neglect of the general duty of care, or by gross negligence.

4 Obligations in the event of loss/damage (as a supplement to Clause I 5: Obligations in the event of loss/damage)

- 4.1 The cause, circumstances and extent of the event must be confirmed by the insured person at the nearest police station to the scene of the crime, immediately and in detail.
- 4.2 In order to be able to call upon the benefits from ELVIA, the insured person must notify ELVIA in writing of the loss/damage immediately after the insured event has occurred.
- 4.3 Any winter sports equipment that had been lost and for which ELVIA had already provided compensation, but which is later re-discovered, is the property of ELVIA, otherwise the insurance benefit paid by ELVIA is to be repaid. ELVIA must be notified accordingly in every case.