

Rental ski/snowboard insurance

(The skis or snowboards are referred to below as the "sports kit")

INFORMATION FOR THE INSURED PERSON

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).

Who is your contracting party?

The insurer is EUROPÄISCHE Reiseversicherungs AG (hereinafter referred to as "ERV"), a stock corporation under Swiss law, with its registered office at St. Alban-Anlage 56, 4002 Basel.

Who is the policyholder?

The policyholder is 2bePUBLISHED Internet Services GmbH with its headquarters in Frauenfeld.

What risks are covered and what scope does the insurance cover have?

The insurance policy, the corresponding General terms and conditions of insurance (GCI) and/or any Special conditions (SC) stipulate the events upon whose occurrence ERV is obliged to make a payment.

What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be gathered from the insurance policy and the corresponding GCI or SC.

Which persons are insured?

Based on the Collective Insurance Agreement concluded with the policyholder, ERV grants insurance protection to the persons described on the insurance policy as well as a direct right to claim in connection with the insurance benefits. The insured persons result from the insurance policy and the General Conditions of Insurance (GCI).

How high is the premium payable?

The premium will be explicitly communicated as part of the process of registering with the Collective Insurance Agreement. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the policy and premium note.

What other duties do you, as policyholder, and the insured persons have?

The essential duties of the policyholder and the insured persons include the following, for example:

- In the event of a claim, it must be reported to ERV immediately, e.g. using the 24-hour helpline +41 848 103 103.
- The policyholder and insured persons must co-operate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to co-operate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).
- If a change in the material circumstances recorded in the insurance application and policy lead to an increase in risk, there is a duty to notify ERV of this without delay (aggravation of risk).

When does your contract of insurance commence and end?

The insurance contract shall commence at the time of accession to the Collective Insurance Agreement and shall remain in effect as stipulated in the insurance policy.

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. In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as collection data.

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. This authorisation includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners.

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 gender.

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

GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E859

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1 GENERAL PROVISIONS

1.1 Insured sports kit

The sports kit (including the binding) listed in the rental contract is insured.

1.2 Insured persons

The policyholder is the landlord of the sports kit listed in the rental contract.

1.3 Scope and policy period

The insurance cover is valid during the rental period listed in the rental contract within the ski domains of Switzerland, Germany, France, Italy, Austria and Slovenia.

1.4 Claims against third parties

- A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis.
- C If the insured person has a claim on another insurance policy (voluntary or compulsory insurance), cover is limited to the part of the ERV benefits exceeding those of the other insurance agreement.
- D Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

1.5 Additional provisions

- A Claims superannuate 2 years after the claim.
- B The person entitled to the payment may choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).

1.6 Claim

- A The person with the entitlement to claim is obliged to undertake everything in his power to avert, minimise and clarify the damage.
- B The person with the entitlement to claim is obliged to undertake in full his contractual or legal obligations with regard to notification, information or conduct.
- C If the 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 ERV.
- D The following documents must be made available i.a. to the Claims Department of EUROPÄISCHE Reiseversicherungs AG, St. Alban-Anlage 56, P.O. Box, CH-4002 Basel:



- insurance certificate (confirmation of insurance),
- rental contract for the sports kit,
- documents and/or official certificates that confirm that the damage has happened (e.g. detailed medical certificate with diagnosis, police report, etc.),
- receipts for unforeseen costs in the original.

- E In the event of any breach of these provisions or failure to comply with the obligations, the insured person loses all entitlement to compensation.
- F When ERV pays the claim, the policyholder shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.
- G 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.

1.7 Exclusions

- A 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.
- B 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 or failure to respect the generally valid obligation of care;
 - commitment of a crime and/or offence or the intention to do so.
- C Not insured are events:
- where a person other than the insured person is using the sports kit;
 - vandalism.
- D Not insured are activities related to an insured event, e.g. costs of replacement of the insured items or for police-related matters.
- E Not insured are 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.
- F Not insured are the consequences of events caused by official decrees.
- G Not insured are accidents occurring on runs that were prohibited by law or forbidden by the authorities.
- H Not insured are accidents occurring off the marked pistes or ski runs, except in the case of professional organised and guided tours.
- I Not insured are accidents occurring on barred or closed pistes or ski runs.

1.8 Definitions

- A Switzerland
For the purposes of territorial limits, Switzerland includes Switzerland and the Principality of Liechtenstein.
- B Accident
An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body or on the sports kit.
- C 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.
- D Current value
The current value is the value at the time of purchase minus an annual depreciation of 30%, starting from one year after purchase (amortisation).



2 DAMAGE

2.1 Insured event and benefit

If the sports kit covered by the insurance is damaged as the result of an accident or a fall by the insured person, ERV will pay for the costs of the repair/replacement of the sports kit up to its current value.

2.2 Not insured events and benefits

- A Damage caused by wear and tear: this means damage which is not the result of a sudden accidental event, but has been caused by use or for other reasons (aging, corrosion, lack of maintenance or inadequate maintenance). Damage to the lining, edges, side sections, upper edges and surfaces, loss of the end protector and loss of tension are likewise excluded.
- B Damage caused by manufacturing or material defects, such as defective gluing, tears in the upper and running surfaces and design faults which manifestly cause repeated and identical types of damage to sports kit of an identical model (epidemic damage).

2.3 Obligations in case of claim

In order to be able to call upon the benefits from ERV, the insured person must return the damaged sports kit immediately to the landlord (policyholder). At the same time, the insured person must also complete a notification of damage truthfully and in full while at the same location.

3 WINTER SPORTS SOS PROTECTION



3.1 Insured events and benefits

- A **Alpinsafety**
If the insured person is seriously injured as the result of an accident involving the sports kit, ERV will organise and pay the costs of
- the search and rescue up to a maximum of CHF 5,000.– per event,
 - the emergency transport into the nearest hospital suited for the treatment,
 - the medically attended transfer into another hospital suited for the treatment.
- B In providing its benefits in accordance with par. 3.1 A, ERV acts as a subsidiary insurance provider to any private or social insurance schemes (insurance against injury, military insurance scheme, health insurance scheme, etc.).
- C The total benefits provided by ERV are limited to a maximum of CHF 10,000.– per event. Only the doctors of ERV's alarm centre decide on the necessity, nature and timing of the transport.
- D **Alpinsafety Plus**
If Alpinsafety Plus has been taken out, the list of insured events in par. 3.1 A–C is extended by the following point:
If the insured person is seriously injured as the result of an accident involving the sports kit, or falls seriously ill, ERV will pay the costs of
- the unused ski rental,
 - the unused ski school lessons,
 - the unused ski pass.
- E In the event of transport malfunction (min. 80% of modes of transport not running) ERV will pay the costs mentioned in par. 3.1 D a) to c). If discounted ski tickets are offered on account of these circumstances, the entitlement to benefits lapses.
- F The total benefits provided by ERV are limited by the booked arrangement.

3.2 Not insured events and benefits

If the alarm centre of ERV has not given its prior approval to the benefits in accordance with par. 3.1.

3.3 Obligations in case of claim

- A In order to be entitled to benefits from ERV, the ALARM CENTRE of ERV must be notified immediately when an insured event occurs: phone +41 848 801 803.
- B The following documents must i.a. be delivered to ERV:
- the booking confirmation (original or copy),
 - a medical certificate incl. diagnosis,
 - receipts/bills concerning insured costs according to par. 3.1.



4 THEFT

4.1 Insured event and benefit

In the event of the theft of the insured sports kit, ERV will reimburse the current value of the sports kit.

4.2 Not insured events

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.

4.3 Obligations in case of claim

- A 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.
- B In order to be able to call upon the benefits from ERV, the insured person must notify ERV in writing of the damage immediately after the insured event has occurred.
- C Any sports kit that had been lost and for which ERV had already provided compensation, but which is later re-discovered, is the property of ERV, otherwise the insurance benefit paid by ERV is to be repaid. ERV must be notified accordingly in every case.

EUROPÄISCHE REISEVERSICHERUNGS AG

 ETIG – MEMBER OF THE EUROPEAN TRAVEL INSURANCE GROUP
THE LARGEST TRAVEL INSURERS ASSOCIATION IN EUROPE