

POLICY
EVENT PROTECTION

THIS INFORMATION SET CONTAINING:

- THE NON-LIFE INSURANCE DIP (INFORMATION DOCUMENT ON THE INSURANCE PRODUCT)
- THE ADDITIONAL NON-LIFE INSURANCE DIP
- THE GLOSSARY
- THE GENERAL INSURANCE CONDITIONS

MUST BE HANDED OVER TO THE CONTRACTING PARTY BEFORE THE POLICY IS SIGNED.

THIS INFORMATION SET WAS DRAWN UP ON: 6/2023

PLEASE READ THE PRE-CONTRACTUAL DOCUMENTS CAREFULLY BEFORE SIGNING

Document drawn up in accordance with the “Clear, straightforward contracts” guidelines

Multi-risk Insurance Contract covering risks of Cancellation



Pre-contractual information document for non-life insurance products

Insurance company: Net Insurance S.p.A.

Product: ENDU Event
Protection

Last revised: 06.2023

The full pre-contractual and contractual information relating to the product is provided in other documents.

What type of Insurance is covered by the policy?

This policy covers a single trip for each insured during the term of the policy.



What is covered by the insurance?

- ✓ **Cancellation:** when the Insured acquires a race bib from the Contracting party confirming that he or she has enrolled in a Sports event, the Insurance reimburses, within the scope of the Claim limits indicated in the Policy certificate, the penalty charged to the Insured for acquiring the race bib in order to take part in the Sports event, which is not otherwise recoverable, if the Insured is forced to cancel the Trip following one of the unexpected, unforeseeable, documentable events listed below that occurred during the Period of Insurance.



What is not insured?

- ✗ Sports Event to be held abroad



Is the coverage limited?

- ! There are no age limits
- ! The insurance coverage is provided up to the amount of the claim limit of € 1,000.00, which is considered the maximum insurable amount per person within the relevant Period of Insurance.



Where the coverage applies

- ✓ The Insurance applies to Sports events held in Italy.



What am I obliged to do?

Every Claim must be filed within 10 days from the event or as soon as the Insured is able to do so.

The application for Compensation may be sent to the Insurer using one of the following methods:

by e-mail: claims@netinsurance.it;

by registered mail with advice of receipt: Net Insurance S.p.A. c/o P.O. Box 106, 26100 CREMONA – Italy.



How much must I pay and how?

The Contracting party is responsible for paying the Premium, it being understood that the insurance guarantees cover the Insured free of charge.



When does the coverage start and end?

The Insurance takes effect from 12.00 midnight:

- on the date of the Confirmation of coverage if the Sports event takes place within the next 150 days;
- on the 150th day prior to the Sports Event if this takes place more than 150 days after the date of the Confirmation of coverage.

The cover comes to an end upon expiration without being impliedly renewed.



How can I cancel the policy?

The policy cannot be cancelled.

Furthermore, the product does not provide for any right of withdrawal.

Multi-risk Insurance Contract covering risks of Cancellation



Additional Pre-contractual information document for non-life insurance products
(Additional Non-life insurance DIP (information document on the insurance product))

Insurance company: Net Insurance S.p.A. Product: ENDU Event Protection

Last revised: 06.2023

This document contains supplementary information in addition to that contained in the pre-contractual information document for non-life insurance products (Non-life insurance DIP), in order to give a potential contracting party a more detailed understanding of the characteristics of the product, the contractual obligations and financial standing of the company.

The Contracting party must read the insurance conditions before signing the contract.

Net Insurance S.p.A. – Joint stock company is a member of the Net Insurance group - Via Giuseppe Antonio Guattani no. 4, 00161 Rome, Tel. 06 89326.1 - Fax 06 89326.800; Website: www.netinsurance.it; E-mail: info@netinsurance.it; Certified e-mail: netinsurance@pec.netinsurance.it

Authorised to operate in the non-life insurance branch referred to in the Directions given by IVASS (Italian Insurance Supervisory Authority) no. 1756 dated 18/12/2000, no. 2131 dated 4/12/2002, no. 2444 dated 10/7/2006, no. 3213000422 dated 9/4/2013, no. 231077 dated 20/12/2017 and no. 0297286 dated 22/12/2023. Member of the Association of IVASS (Institute for the supervision of insurance) companies no. 1.00136. Member of the Poste Vita Group.

The shareholders' equity of **Net Insurance S.p.A.** totals € 93.7 million, of which € 17.6 million relates to the share capital and a total of € 76.1 million to capital reserves.

The solvency capital requirement (SCR) totals € 50,3 million; the minimum capital requirement (MCR) stands at € 18,7 million and the company's resources available to cover the solvency capital requirement total € 101,6 million. The solvency ratio for the solvency capital requirement is 201.86%.

All the data are taken from the Company's Financial Statement as at 31/12/2023 and can be consulted on its website at the following link: <http://www.netinsurance.it>.

The contract is governed by Italian law.



What is covered by the insurance?

Cancellation

The reimbursement of the penalty charged to the Insured for the acquisition of the race bib, which is not otherwise recoverable, if the Insured is forced to cancel the Trip following certain unexpected, unforeseeable, documentable events listed below, that occurred during the Period of Insurance.





What is NOT insured?

Excluded risks

Requests for *Compensation* stemming or originating from the following are excluded from the coverage:

- a) any pre-existing medical condition (relating to an *Illness* or *Accident*), for which medical advice or examination and/or care or treatment was received, or which manifested and/or was contracted before registering for the *Trip* and the issuing of the policy; this exclusion applies to the *Insured*, *Family members*, a Partner/Member/Joint owner of the company/business of the *Insured* or to the *Travelling companion*;
- b) cancellation of the *Trip* due to anxiety, stress, depression or any psychological or psychiatric disorder;
- c) pregnancy; pregnancy-related diseases/complaints (if verified before the *policy* was issued, or if it arose after the beginning of the seventh month of the pregnancy), assisted insemination and related complications;
- d) *War*, civil war, invasion, uprising, revolution, military coups or overthrow of state or military power; withdrawal/cancellation due to public riot, trade strike, lockout, government actions taken by any State, regardless of whether such events actually arise or are only threatened;
- e) loss of damage of any property, apart from loss or damage caused by the courier or shipper,
- f) loss, expense or liability arising from:

	<ul style="list-style-type: none"> - ionizing radiation or radioactive contamination caused by any nuclear fuel or any nuclear waste deriving from nuclear fuel; or - radioactivity, toxicity, explosiveness, or any other property that poses a risk, of any explosive nuclear equipment or related component; <p>g) <i>loss, destruction or damage caused directly by pressure waves created by any aircraft or flying object that travels at a speed equal to or exceeding the speed of sound;</i></p> <p>h) <i>an event occurring while the Insured is boarding or leaving any aircraft, unless he or she is a paying passenger of an aircraft in possession of a valid passenger transport licence;</i></p> <p>i) <i>decision by the Insured not to travel;</i></p> <p>j) <i>cancellation of the Sports event on any ground;</i></p> <p>k) <i>bankruptcy/insolvency of the tour operator, the airline company or any other company, business or person or any of the aforementioned subjects is unable or refuses to perform any one of its obligations towards the Insured;</i></p> <p>l) <i>the Insured is involved in any fraudulent, unlawful or criminal act, or the Insured is included in a database (government or police) of terrorists or suspected terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological arms;</i></p> <p>m) <i>suicide or attempted suicide of the Insured, or self-inflicted harm or intentional exposure to hazards/dangers (apart from attempts to save human lives);</i></p> <p>n) <i>events occurring whilst the Insured is in a state of drunkenness or under the effect of narcotics substances, or connected with the consumption of alcohol or substances that have not been prescribed by a doctor;</i></p> <p>o) <i>events for which, at the time of the loss, damage or liability refundable under the terms of the Insurance, another policy is in place, covering the same loss, damage or liability. In these circumstances, the company is only obliged to pay its part;</i></p> <p>p) <i>failure to obtain compulsory vaccination or to obtain a passport or visa;</i></p> <p>q) <i>Accidents occurring while participating in competitive sports (races, tournaments, qualifying rounds, officially organised practice), at a professional level, for which the Insured receives some form of remuneration, even if limited to the reimbursement of expenses;</i></p> <p>r) <i>Accidents occurring while engaged in the following activities: mountaineering/rock climbing, martial arts, equestrian activities, potholing and speleological activities, base jumping, bungee jumping, biathlon, black water rafting, acrobatic/obstacle BMX, bobsleighbing/skeleton, bouldering, hunting, big game hunting, canyoning, cave tubing, cyclo-cross, drag racing, hang-gliding, caving/speleological activities, go-kart, heliskiing, high diving (with dives from heights of over 5 metres), ice hockey, ice speedway, jet boat, judo, karate, kendo, kite surf, modern pentathlon, motorcycling, use of snowmobiles, rallying, parachuting, parasailing, paragliding, polo, speed/timed trials, boxing, power-lifting, quad-biking, rap jumping, river boarding, river bugging, rodeos, roller hockey, endurance rugby trials, trampoline jumping, climbing/trekking/hiking above 4,000 metres, water-skiing, freestyle skiing, weightlifting, skiing contests, off-track skiing, ski jumping, water skiing, freestyle water skiing, skidoo, skydiving, shooting with small arms, shooting sports, aviation, ultralight aviation, wrestling.</i></p>
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 Is the coverage limited?	
	<p>The insurance coverage is provided up to the amount of the claim limit of € 1,000.00, which is considered the maximum insurable amount per person within the relevant <i>Period of Insurance</i>. An Excess of 15% of the amount to be indemnified shall be applied on every reimbursement and shall be payable by the Insured.</p> <p>However, in the event of cancellation of the Trip due to death or Hospitalisation (of either the Insured or the person whose Illness is the cause of the cancellation) no Excess shall be applied.</p>
 The subjects targeted by this product	

The contract is targeted at natural persons participating in sports events.



What costs will I have to pay? Brokerage costs: the broker receives a fee calculated at the rate of 35% of the taxable premium paid.

HOW CAN I MAKE A COMPLAINT AND SETTLE DISPUTES?

To the insurance company	<p>Complaints, intended as the expression of dissatisfaction with an insurance company or its agent and employees or working associates, regarding an insurance contract or service (ISVAP (Italian supervisory body for private insurance) Regulation no. 24 issued in 2008, art. 2 (t-bis)), must be sent in writing, by post, fax or e-mail, to:</p> <p style="text-align: center;">Net Insurance S.p.A. - Complaints Office Net Insurance S.p.A., Via Giuseppe Antonio Guattani, 4 – 00161 Rome Fax 06 89326.570 - Certified e-mail: ufficio.reclami@pec.netinsurance.it</p> <p>In order that complaints be dealt with as effectively as possible, the following data must be provided:</p> <ul style="list-style-type: none">• name, surname and domicile of claimant and any telephone number and/or email address;• policy number; claim number, if open; identity of the subject/s whose actions are being challenged;• short but comprehensive description of the grounds for the complaint; attachment of any document that may help to substantiate the claim. <p>Once the Insurance company has received the complaint, it has a period of 45 days (extendible by up to a maximum of 15 days in the case of a complaint regarding the conduct of an agent, employee or working associate, when the company asks for further, supplementary documentation in order to process the complaint) to reply, stating the relevant grounds, using straightforward language that can be easily understood. It is pointed out that requests for information or clarification, requests for indemnification of damage or for the execution of the contract, are not considered complaints.</p>
TO IVASS (Italian Insurance Supervisory Authority)	<p>If the party directly concerned, also acting through its representatives, is not satisfied with the outcome of the complaint or has not received a reply with the maximum period of 45 days (extendible by up to a maximum of 15 days in the circumstances described above), before bringing an action before the courts, it may contact:</p> <p style="text-align: center;">800486661 – Fax 06.42133745 – 42133353 www.ivass.it</p> <p>The request must be drawn up in writing and contain the following information:</p> <ul style="list-style-type: none">• claimant's personal details (name and surname, postal address, email address - and also certified email, if available, any telephone number; identity of the subject/s whose actions are being challenged;• short but comprehensive description of the grounds for the complaint; copy of the complaint filed with the insurance company and any reply received; any document that may help give a full description of the facts. <p>A complaints form is available on the IVASS website that can be used to provide all the information necessary for the complaint to be processed. The following must be sent directly to IVASS:</p> <ul style="list-style-type: none">• complaints about alleged non-observance of the rules contained in Italian Legislative Decree no. 209 of 7 September 2005 (Code of Private Insurance) and implementing regulations; complaints about alleged non-observance of the rules contained in Italian Legislative Decree no. 206 of 6 September 2005 (remote sales);• complaints already filed directly with the insurance company or agents, for which a reply has not been received by the parties concerned by the deadline stated in the ISVAP (Italian supervisory body for private insurance) Regulation n. 24/2008 or for which a reply has been received, which is considered unsatisfactory; complaints regarding the settlement of cross-border disputes.
BEFORE BRINGING A COURT ACTION, alternative systems for the settlement of disputes are available, such as:	
Mediation	<p>Any dispute relating to the insurance contracts entered into with Net Insurance S.p.A. are subject to Italian jurisdiction, and an action may therefore be brought before the judicial authorities, following the mandatory attempt to settle the matter through the mediation procedure (art. 5 of Italian Legislative Decree 28/2010, as amended and supplemented) referring the dispute exclusively to a mediation body accredited by the Ministry of Justice and recorded in the register of mediation bodies, which may be consulted on the Ministry website (www.giustizia.it). Arbitration may be used for products to which the procedure applies, in the form and manner stated in the insurance conditions. Complaints which have already been brought before the courts or for which court proceedings are pending do not fall within the jurisdiction of IVASS (Italian Insurance Supervisory Authority).</p>
Assisted negotiation	<p>Making an application to the company through your legal adviser.</p>
Other alternative systems for the settlement of disputes	<p>In the settlement of cross-border disputes, the complaint may be filed directly with the competent foreign system, that is, in the area in which the company that entered into the contract has its head office (contacted at the address: http://ec.europa.eu/finance/fin-net/), or the IVASS (Italian Insurance Supervisory Authority), which will forward the complaint, notifying the claimant.</p>
THE COMPANY DOES NOT HAVE AN INTERNET AREA RESERVED FOR THE INSURED IN RELATION TO THIS CONTRACT (HOME INSURANCE) AND YOU WILL NOT THEREFORE BE ABLE TO CONSULT SUCH AN AREA AFTER THE CONTRACT HAS BEEN SIGNED.	

Insurance Conditions – ENDU POLICY

Event Protection



Automatically included collective policy

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GLOSSARY

For a better understanding of the Insurance Conditions, consult the list of terms set out below, with their standard meaning. The definitions given in this Glossary are indicated in the text of the Insurance Conditions in italics.

Definitions

Insured

Natural person who has acquired a race bib - or equivalent - via the website www.endu.net, for a *Sports event* through the *Contracting party*.

Insurer

Net Insurance S.p.A., Via Giuseppe Antonio Guattani, 4 – 00161 Rome

Insurance

This insurance contract

Beneficiary

The subject entitled to the *Compensation*.

Policy certificate

The document that provides evidence, in favour of the *Contracting party*, that the insurance cover has been provided by the Insurer.

Travelling companion

The person who registered, at the same time as the *Insured*, for the same *Trip*, whose name is included in the same client file. In a group of three or more people who are not *Family members*, the definition of “*Travelling companion*” applies to only one person.

Confirmation of coverage

The Confirmation of coverage issued in favour of the *Insured*.

Contracting party

ENGAGIGO SRL Via Francesco Paciotti 6/A - 43124 ALBERI DI VIGATTO (PR) - VAT number – 02804190342

Abroad

A country or state other than Italy.

Family member

Spouse or cohabitant belonging to the same family unit, parent, mother/father-in-law, brothers, sisters, sons/daughters, grandparents, grandchildren, sons or daughters-in-law.

War

War, whether or not declared, or hostile action, including the use of military force by any sovereign State for economic, geographic, nationalistic, political, racial, religious or any other purposes.

Compensation

The amount owed by the *Insurer* in the event of a *Claim*.

Accident

Any unforeseeable, violent, external event that causes objectively ascertainable injury.

Care Facility

Hospital, clinic, nursing or care home, university institute, authorised to provide hospital care. Spas, structures operating prevalently in the areas of dietetics, aesthetics or phytotherapy, convalescence or nursing homes, offering long-term or residential care and structures for the elderly are not considered as Care Facilities.

Illness

Any alteration in a person's state of health which does not depend on an *Accident*, clinically and objectively verified during the term of the contract by a qualified medical care authority.

Sports event

A sports event, held in Italy, open to the public, provided that it is run by an authorised sports organisation, supervised by authorised, qualified instructors, using all the prescribed safety equipment and adopting the required safety procedures.

The Sports Event is held on the last day of the Period of Insurance.

Claim limits

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The maximum amount of coverage provided by the Insurer, throughout the Period of Insurance, per person, regardless of the number of claims or persons injured.

Period of Insurance

The duration of the insurance contract indicated in the Policy certificate.

Premium

The amount owed by the *Contracting party* to the *Insurer*.

Limitation period

Loss of rights due to failure to exercise them within a fixed period of term laid down by the law. The rights stemming from insurance contracts are statute-barred after a period of two years from the date of the event they are intended to cover.

Residence

The place in which a natural person generally lives, as recorded in a registered certificate.

Hospitalisation

Recovery in a *Care Facility* for at least one night.

Risk

The probability that the *Claim* will arise and the scope of the damage or injury that may result from it.

Expiration of the Period of Insurance

The date on which the Insurance ceases to have effect.

Excess

The percentage of the damage that must be paid by the *Insured*.

Information set

The set of contractual documents (Basic DIP (Information document on the insurance product), Additional DIP, Insurance Conditions) to be handed over to the *Insured* before the Registration Form is signed.

Claim

The occurrence of the damaging event covered by the *Insurance*.

Third parties

Any natural or legal person, apart from the *Insured*, his or her Family members, people travelling with the *Insured* or instructed by the *Insured*, whether or not employed by him/her, in the performance of their working duties.

Trip

The Trip taken in order to participate in the Sports event, as well as the *Sports event* itself, to which this coverage relates.

INTRODUCTION

The *Insurance Conditions* set out on the following pages form an integral part of the Collective Agreement no. 644 entered into by the *Contracting party* in favour of its clients.

The *Insurance* applies exclusively to the guarantees indicated in the *Confirmation of coverage* and is subject to the *Claim limits* indicated in these *Insurance Conditions*.

The forms of insurance coverage indicated take effect provided the relevant *Premium* has been paid.

INSURANCE CONDITIONS

Art. 1 - Statements relating to circumstances affecting the Risk

Inaccurate or incomplete statements by the *Contracting party* or the *Insured*, relating to circumstances influencing the assessment of the *Risk* may lead to the total or partial loss of the right to *Compensation* and may terminate the *Insurance* in accordance with Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art. 2 - Insurance cover on behalf of others - Rights and obligations stemming from the Insurance cover

The obligations stemming from the *Insurance* must be performed by the *Contracting party*, with the exception of any obligation that, by its nature, cannot be performed by the *Insured*, as provided for in art. 1891 of the Italian Civil Code.

Art. 3 - Effect and duration of the contract - Effective date of cover

The *Insurance* takes effect from 12.00 midnight:

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- on the date of the *Confirmation of coverage* if the *Sports event* takes place within the next 150 days;
- on the 150th day prior to the *Sports Event* if this takes place more than 150 days after the date of the *Confirmation of coverage*.

The coverage comes to an end, without being impliedly renewed, at midnight on the day of the *Expiration of the Period of Insurance*, which corresponds to the date on which the *Sports event* is held.

The cover is effective provided that the *Premium* has been paid in advance on the effective date of the *Insurance*.

Art. 4 - Calculation of the Premium

The *Premium* is paid in advance for the entire *Period of Insurance*.

Art. 5 - Withdrawal

Pursuant to art.67 duodecies (5)(b) of Italian Legislative Decree 206/2005, this insurance product does not envisage the right of withdrawal.

Art. 6 - Other insurance cover

The *Insured* is relieved of the obligation to give notification of any other insurance cover relating to the same *Risks* covered by this *Insurance* contract, yet is nevertheless obliged to notify all the insurers and request the *Compensation* due from each of them under the respective contract considered separately, pursuant to art. 1910 of the Italian Civil Code.

Article 7 - Amendments to the Insurance

Any amendments to the *Insurance* contract must be drawn up in writing.

Art. 8 - Communications and notices

All communications or notices that the *Contracting party*, the *Insured* or the *Beneficiaries* are obliged to send must be in written form and are effective from the moment they reach the *Insurer*.

Art. 9 - Tax charges

Tax charges connected with the *Insurance* are paid by the *Contracting party*.
This contract is subject to insurance taxation applied in Italy.

Art. 10 - Uninsurable persons

The following persons are uninsurable, regardless of an actual assessment of their state of health: persons affected by alcoholism, drug addiction, acquired immunodeficiency syndrome (A.I.D.S.), subjects who are HIV-positive, those affected by epilepsy, Parkinson's disease or any of the following mental illnesses: organic brain syndrome, schizophrenia, forms of manic-depression or paranoia.

Art. 11 - Designated area

The *Insurance* applies to *Sports events* held in Italy.

Art. 12 - Applicable law

This insurance contract is governed by Italian law.

Art. 13 -What is covered by the Insurance

When the *Insured* acquires a race bib from the *Contracting party* confirming that he or she has enrolled in a *Sports event*, the *Insurance* reimburses, **within the scope of the Claim limits**, the penalty charged to the *Insured* for acquiring the race bib in order to take part in the *Sports event*, which is not otherwise recoverable, **if the Insured is forced to cancel the Trip** following one of the unexpected, unforeseeable, documentable events listed below, that occurred during the *Period of Insurance*:

1. death, *Illness* or *Accident* of the *Insured*;

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2. death, *Accident* or *Illness* of a *Family member*, a Partner/Member/Joint owner of the company/business of the *Insured* or of a *Travelling companion*, or of a *Family member*. In these cases, the *Insured* has the onus of proving his or her right to the *Compensation*;
3. the *Insured* is called up for jury service or summoned to appear as a witness (but not an expert witness) or is placed in quarantine;
4. accident in a vehicle that the *Insured* planned to use for the *Trip*, when the accident occurs within seven days from the scheduled date of departure and renders the vehicle unusable; in these cases, the onus of proof lies with the *Insured*;
5. the *Insured* is called up following a state of emergency, if he or she is a member of the Armed Forces or the Police Force, fire-fighter, nurse or member of an ambulance team; these cases do not include those engaging in the aforementioned activities as volunteers or on a non-professional basis;
6. the *Insured* is dismissed from his or her employment or newly recruited, provided that, at the time the *Trip* was booked, the *Insured* had no reason to foresee such an occurrence;
7. failure to depart, at the request of the police authorities, if the *Insured's* place of work is damaged due to fire or flood or broken and entered over the period of 48 hours prior to the scheduled departure date;
8. the place of departure cannot be reached from the place of *Residence*, due to natural disasters occurring in the area of *Residence* or along the route towards the place of departure;
9. theft of passport, if it is demonstrated that the document cannot be replaced prior to departure;
10. change in date of school or professional qualifying examinations.

Furthermore, if the *Trip* is cancelled after one of the aforementioned circumstances arises, the penalty, that would have been applied on the date the event in question occurred, is reimbursed provided that it does not exceed that actually applied (art. 1914 of the Italian Civil Code). Any further penalty charged for delay in notifying the cancellation of the *Trip* shall therefore be paid by the *Insured*.

Art. 14 - Claim limits

The insurance coverage is provided up to the amount of the *Claim limit* of € 1,000.00, which is considered the maximum insurable amount per person within the relevant *Period of Insurance*.

Article 15 - Excess

An Excess of 15% of the amount to be indemnified shall be applied on every reimbursement and shall be payable by the *Insured*.

In the event of cancellation of the *Trip* due to death or *Hospitalisation* (of either the *Insured* or the person whose *Illness* is the cause of the cancellation) no *Excess* shall be applied.

Art. 16 - Exclusions

Requests for *Compensation* stemming or originating from the following are excluded from the coverage:

- a. any pre-existing medical condition (relating to an *Illness* or *Accident*), for which medical advice or examination and/or care or treatment was received, or which manifested and/or was contracted before registering for the *Trip* and the issuing of the policy; this exclusion applies to the *Insured*, *Family members*, a Partner/Member/Joint owner of the company/business of the *Insured* or to the *Travelling companion*;
- b. cancellation of the *Trip* due to anxiety, stress, depression or any psychological or psychiatric disorder;
- c. pregnancy;
- d. pregnancy-related diseases/complaints (if verified before the *policy* was issued, or if it arose after the beginning of the seventh month of the pregnancy), assisted insemination and related complications;
- e. *War*, civil war, invasion, uprising, revolution, military coups or overthrow of state or military power; withdrawal/cancellation due to public riot, trade strike, lockout, government actions taken by any State, regardless of whether such events actually arise or are only threatened;
- f. loss of damage of any property, apart from loss or damage caused by the courier or shipper,
- g. loss, expense or liability arising from:
 1. ionizing radiation or radioactive contamination caused by any nuclear fuel or any nuclear waste deriving from nuclear fuel; or

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- 2. radioactivity, toxicity, explosiveness, or any other property that poses a risk, of any explosive nuclear equipment or related component;
- h. loss, destruction or damage caused directly by pressure waves created by any aircraft or flying object that travels at a speed equal to or exceeding the speed of sound;
- i. an event occurring while the *Insured* is boarding or leaving any aircraft, unless he or she is a paying passenger of an aircraft in possession of a valid passenger transport licence;
- j. decision by the *Insured* not to travel;
- k. cancellation of the *Sports event* on any ground;
- l. bankruptcy/insolvency of the tour operator, the airline company or any other company, business or person or any of the aforementioned subjects is unable or refuses to perform any one of its obligations towards the *Insured*;
- m. the *Insured* is involved in any fraudulent, unlawful or criminal act, or the *Insured* is included in a database (government or police) of terrorists or suspected terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological arms;
- n. suicide or attempted suicide of the *Insured*, or self-inflicted harm or intentional exposure to hazards/dangers (apart from attempts to save human lives);
- o. events occurring whilst the *Insured* is in a state of drunkenness or under the effect of narcotics substances, or connected with the consumption of alcohol or substances that have not been prescribed by a doctor;
- p. events for which, at the time of the loss, damage or liability refundable under the terms of the *Insurance*, another policy is in place, covering the same loss, damage or liability. In these circumstances, the company is only obliged to pay its part;
- q. failure to obtain compulsory vaccination or to obtain a passport or visa;
- r. *Accidents* occurring while participating in competitive sports (races, tournaments, qualifying rounds, officially organised practice), at a professional level, for which the *Insured* receives some form of remuneration, even if limited to the reimbursement of expenses;
- s. *Accidents* occurring while engaged in the following activities: mountaineering/rock climbing, martial arts, equestrian activities, potholing and speleological activities, base jumping, bungee jumping, biathlon, black water rafting, acrobatic/obstacle BMX, bobsleighbing/skeleton, bouldering, hunting, big game hunting, canyoning, cave tubing, cyclo-cross, drag racing, hang-gliding, caving/speleological activities, go-kart, heliskiing, high diving (with dives from heights of over 5 metres), ice hockey, ice speedway, jet boat, judo, karate, kendo, kite surf, modern pentathlon, motorcycling, use of snowmobiles, rallying, parachuting, parasailing, paragliding, polo, speed/timed trials, boxing, power-lifting, quad-biking, rap jumping, river boarding, river bugging, rodeos, roller hockey, endurance rugby trials, trampoline jumping, climbing/trekking/hiking above 4,000 metres, water-skiing, freestyle skiing, weightlifting, skiing contests, off-track skiing, ski jumping, water skiing, freestyle water skiing, skidoo, skydiving, shooting with small arms, shooting sports, aviation, ultralight aviation, wrestling.

Art. 17 - Beneficiaries

The Beneficiary of the *Compensation* is the *Insured* himself/herself.

Art. 18 - Obligations in the event of a Claim

Every Claim must be filed within 10 days from the event or as soon as the *Insured* is able to do so.

The application for Compensation may be sent to the Insurer using one of the following methods:

- by e-mail: claims@netinsurance.it
- by registered mail with advice of receipt: Net Insurance S.p.A. c/o P.O. Box 106, 26100 CREMONA – Italy.

When filing a claim, the following documents must be submitted:

- a. The completed “claims form”, providing all the information required. The claims form is available at the following address: <https://www.netinsurance.it/wp-content/uploads/2019/06/MODULO-DENUNCIA-SINISTRO.pdf>
- b. Documentation certifying enrolment in the *Sports Event*;
- c. Attached documentation to substantiate the claim (indicating the attached documents in the “claims form”).

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The Insurer may request further documentation at a later date in order to settle the *claim*, which the *Insured* is obliged to submit.

Once a *Claim* has been filed, the *Insured* will be sent a *Claims* Form that must be completed and returned, together with all the documentation necessary to provide evidence of the *Claim* and the right to *Compensation*.

The *Insured* is also obliged to notify the Tour Operator, organiser and/or Travel agency with which the booking was made of his or her intention to cancel the *Trip*.

Failure to fulfil the obligations relating to the filing of a *Claim* may result in the loss of the right to the *Compensation*, in accordance with art. 1915 of the Italian Civil Code. In particular, if the *Insured* is forced to cancel the *Trip* due to *Illness* or *Accident*, without *Hospitalisation*, the *Insurer* reserves the right, with the *Insured's* consent, to have its own doctor verify that the *Insured's* condition prevents him or her from taking part in the *Trip*.

If the *Insured* fails to fulfil the aforementioned obligations and/or does not permit the *Insurer* to have its own doctor sent and/or to verify that the *Insured's* condition prevents him or her from taking part in the *Trip*, the *Insurer* reserves the right to consider a total or partial reduction of the *Compensation*.

The *Insured* releases any medical practitioners that may be instructed to examine the *Claim* and to treat him or her before or after the time of the *Claim*, or those that may have been instructed to examine the *Claim* itself, from their obligation of professional secrecy preventing them from disclosing information to the *Insurer*.

Furthermore:

- The *Insured* must make all reasonable efforts to avoid or reduce any damage or injury that may give rise to a request for *Compensation* on the basis of this *Insurance*;
- The *Insured* must keep the policy documents and related attachments, as proof of the coverage. In the event of a *Claim*, these documents must first be sent to the *Insurer* so that the cover guaranteed can be provided;
- The *Insured* must lend the *Insurer* its assistance to enable it to have recourse to other subjects or other insurers in order to recover any amounts paid. The *Insured* must provide the *Insurer* with all the information requested and complete any necessary forms.

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Privacy statement within the meaning and for the purposes envisaged in art. 13 of the EU Data Protection Regulation 679/2016

The company **Net Insurance S.p.A.** (hereinafter referred to as the “Insurer”, with registered office at Via Giuseppe Antonio Guattani, 4 – 00161 Rome, has drawn up this privacy statement, within the meaning and for the purposes envisaged in art. 13 of EU Regulation 2016/679 of 27 April 2016 (hereinafter referred to as the “Regulation”), and in keeping with the principle of transparency and awareness of the characteristics of data processing and the methods to be adopted.

1) Data controller

The Data controller is the company Net Insurance S.p.A., with registered office at Via Giuseppe Antonio Guattani, 4 – 00161 Rome, which has been given your personal data.

2) Lawfulness and Purposes of data processing

Processing is necessary for the performance of a contract to which the data subject is party or in order to take pre-contractual measures at the data subject’s request:

- a. in order to enable the *Insurer* to conclude and execute contracts exclusively relating to the insurance activities which the *Insurer* is authorised to conduct in accordance with the law;
- b. these operations may also be carried out in order to enable the *Insurer* to process personal data, with the exception of sensitive data (e.g. state of health), with your express consent, for “direct marketing” purposes, using traditional and automated means of contact to allow the *Insurer* to pass on commercial information, offer products and services, send advertising material for direct sales or to carry out market research. For these purposes, the *Insurer* may use automated means of contact such as electronic mail, telefax, MMS (multi-media messaging service) or SMS (short message service) or other types of tool, or adopt traditional methods, such as post or telephone calls via an operator.

3) Processing methods

Personal data, including sensitive data, are processed:

- a. through operations or series of operations permitted by the Law;
- b. using manual, electronic and electronic communication tools with logics strictly linked to the aforementioned purposes and, in any event, in a manner that guarantees the security of the data;
- c. directly by the organisational structure of the data controller and/or other subjects acting as data processors and/or persons authorised to process data.

4) Recipients of personal data

- a. Personal data may be disclosed- for the purposes stated under point 2 (a) - to other subjects in the insurance chain, such as coinsurers, reinsurers, data storage companies, claim management companies, independent experts and legal advisers, supervisory bodies (IVASS (Italian Insurance Supervisory Authority), COVIP (Pension fund supervisory commission), CONSAP (Public insurance services agency), UIF (Financial Intelligence Unit), Banca d’Italia (Bank of Italy)), judicial authorities and other databases to which personal data must be disclosed by law or for the purpose of concluding/executing the insurance contract.
- b. Furthermore, personal data may be disclosed, exclusively for the purposes stated under point 2 (a), to companies belonging to the group (parent, subsidiary and associate companies) in accordance with the law.

5) Data storage period

The *Insurer* is obliged to store personal data:

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- with regard to insurance contracts, for a period of five years from the date on which the contract ceased to have effect and for five years from the date of elimination with payment of *Compensation* or the payment of all amounts due as proceeds/ benefit payments or direct expenses (Art. 8 of ISVAP (Italian supervisory body for private insurance) Regulation no.27/2008);
- with regard to any other document / contract, for a period of ten years from the date of the last registration (art. 2220 of the Italian Civil Code).

6) Rights of data subject

6.1) The Regulations confers specific rights upon the data subject, relating to disclosed personal data, that may be exercised within the scope and in accordance with legislative provisions:

- Right of access to personal data (art. 15);
- Right to rectification (art. 16);
- Right to erasure (right to be forgotten) (art. 17);
- Right to restriction of processing (art. 18);
- Right to data portability (art. 20);
- Right to object (art. 21);
- Right to contact the Data Protection Officer (DPO) in connection with any matter relating to the processing of his or her personal data and the exercise of the rights conferred under the Regulation. The contact data for the DPO are given below;

6.2) To exercise your rights, contact:

NET INSURANCE S.p.A.

Data Protection Officer

Via Giuseppe Antonio Guattani, 4,

00161 Rome

ResponsabileProtezioneDati@netinsurance.it

ResponsabileProtezioneDati@pec.netinsurance.it

6.3) Without prejudice to any other administrative or judicial action, you are entitled to lodge a complaint with the authority responsible for supervising compliance with the regulation; in Italy: the Data Protection Authority, in the following manner:

- registered mail with advice of receipt to the Data Protection Authority, Piazza Venezia, 11 - 00187 Rome
- message by certified e-mail to the address protocollo@pec.gpdp.it.