

INSURANCE POLICY

# ENDU Event Protection Premium

*Collective Policy covering Pecuniary loss*

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 IN 2/2025

“PLEASE READ THE PRE-CONTRACTUAL DOCUMENTS CAREFULLY BEFORE SIGNING”

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



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 is targeted at natural persons participating in amateur sports events in Italy who wish to be covered against the loss of connected expenses should their participation in the sports event be cancelled on a variety of grounds.



### What is covered by the insurance?

The Insurance reimburses, within the scope of the Claim limits, the penalty charged to the Insured, which is not otherwise recoverable:

- for the acquisition of the Race bib
- for the acquisition of the Additional services

if the Insured is forced to cancel the Trip following an unexpected, unforeseeable, documentable event, that occurred during the Period of Insurance.



### What is not insured?

- X Sports Event to be held abroad;
- X Professional sports event



### Is the coverage limited?

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

1. 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 Certificate; 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;
2. epidemics or pandemics on the basis of statements made by the World Health Organisation, with the exception of Covid-19;



## 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](mailto: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 Insured is responsible for paying the Premium.



## When does the coverage start and end?

The Insurance takes effect from 12.00 midnight:

- on the date of issue of the Policy Certificate 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 issue of the Policy Certificate.

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.



## How can I cancel the policy?

The policy cannot be cancelled.

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

## Insurance Contract to cover pecuniary loss



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 PREMIUM

Last revised: February 2025

**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, in particular, the forms of insurance coverage, limitations, exclusions, costs and the 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 Gruppo Assicurativo Poste Vita group – Albo Gruppi Assicurativi (Insurance Groups Association) IVASS (Italian Insurance Supervisory Authority) no. 43 - Via Giuseppe Antonio Guattani no. 4, 00161 Rome, Tel. 06 89326.1 - Fax 06 89326.800; Website: [www.netinsurance.it](http://www.netinsurance.it); E-mail: [info@netinsurance.it](mailto:info@netinsurance.it); Certified e-mail: [netinsurance@pec.netinsurance.it](mailto: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.

The shareholders' equity of **Net Insurance S.p.A.** totals € 98.3 million, of which € 17.6 million relates to the share capital and a total of € 80.7 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?**

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, which is not otherwise recoverable:

- for the acquisition of the Race bib
- for the acquisition of the Additional services

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;
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; 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; 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;

6. 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;
7. theft of passport, if it is demonstrated that the document cannot be replaced prior to departure;
8. change in date of school or professional qualifying examinations.



### What is NOT insured?

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

- cancellation of the Trip due to anxiety, stress, depression or any psychological or psychiatric disorder;
- pregnancy; pregnancy-related diseases/complaints (if verified before the Policy certificate was issued, or if they arose after the beginning of the seventh month of the pregnancy), assisted insemination and related complications;
- 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;
- loss or damage of any property;
- loss, expense or liability arising from: 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;
- 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;
- an event occurring while the Insured is aboard, boarding or leaving any aircraft, unless he or she is a paying passenger of an aircraft in possession of a valid passenger transport licence;
- decision by the Insured not to travel;
- cancellation of the Sports event on any ground;
- 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;
- 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;
- suicide or attempted suicide of the Insured, or self-inflicted harm or intentional exposure to hazards/dangers (apart from attempts to save human lives);
- 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;
- 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;
- failure to obtain compulsory vaccination or to obtain a passport or visa;
- 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;
- 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, bobsleighing/skeleton, bouldering, boxing, 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;
- economic loss not indicated under the heading 'What is covered by the Insurance'.



### Is the coverage limited?

An Excess of 10% of the amount to be indemnified shall be applied on the reimbursement for Additional services and shall be payable by the Insured.



**The subjects targeted by this product:** The contract is targeted at natural persons participating in amateur sports events.



**What costs will I have to pay? Brokerage costs:** the broker receives a fee calculated at the rate of 45% of the taxable premium paid.

## HOW CAN I MAKE A COMPLAINT AND SETTLE DISPUTES?

<p><b>To the insurance company</b></p>	<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;"><b>Net Insurance S.p.A. - Complaints Office</b>  <b>Net Insurance S.p.A., Via Giuseppe Antonio Guattani, 4 – 00161 Rome</b>  <b>Fax 06 89326.570 - Certified e-mail: <a href="mailto:ufficio.reclami@pec.netinsurance.it">ufficio.reclami@pec.netinsurance.it</a></b></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"> <li>• name, surname and domicile of claimant and any telephone number and/or email address;</li> <li>• policy number; claim number, if open; identity of the subject/s whose actions are being challenged;</li> <li>• short but comprehensive description of the grounds for the complaint; attachment of any document that may help to substantiate the claim.</li> </ul> <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>
<p><b>TO IVASS (Italian Insurance Supervisory Authority)</b></p>	<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;"><b>800486661 – Fax 06.42133745 – 42133353 - <a href="http://www.ivass.it">www.ivass.it</a></b></p> <p>The request must be drawn up in writing and contain the following information:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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.</li> </ul> <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"> <li>• 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;</li> <li>• complaints about alleged non-observance of the rules contained in Italian Legislative Decree no. 206 of 6 September 2005 (remote sales);</li> <li>• 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;</li> <li>• complaints regarding the settlement of cross-border disputes.</li> </ul>
<p><b>BEFORE BRINGING A COURT ACTION, alternative systems for the settlement of disputes are available, such as:</b></p>	
<p><b>Mediation</b></p>	<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 (<a href="http://www.giustizia.it">www.giustizia.it</a>).</p> <p>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>
<p><b>Assisted negotiation</b></p>	<p>Making an application to the company through your legal adviser.</p>
<p><b>Other alternative systems for the settlement of disputes</b></p>	<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: <a href="http://ec.europa.eu/finance/fin-net/">http://ec.europa.eu/finance/fin-net/</a>), or the IVASS (Italian Insurance Supervisory Authority), which will forward the complaint, notifying the claimant.</p>
<p><b>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.</b></p>	

# Insurance Conditions – ENDU POLICY

## Event Protection Premium



Policy covering Pecuniary loss

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# Insurance Conditions – ENDU POLICY

## Event Protection Premium



*Policy covering Pecuniary loss*

### GLOSSARY

For a better understanding of the Insurance Conditions, consult the list of terms set out below, with their standard meaning.

**Insured**

The natural person who has acquired a Race bib and, where applicable, Additional services, through the Contracting party, via the website [www.endu.net](http://www.endu.net).

**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 Insured, that the insurance cover has been provided by the Insurer.

**Travelling companion**

The person 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.

**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.

A sporting event of an instructive or educational nature (e.g. ‘Cycling with a Champion’) is also considered as a Sports event.

**Claim limit**

The maximum amount of coverage provided by the Insurer, throughout the Period of Insurance, per person.

**Registration Form**

The request made by the Insured to take out an Insurance cover.

**Period of Insurance**

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



# Insurance Conditions – ENDU POLICY

## Event Protection Premium



*Policy covering Pecuniary loss*

### **Race bib**

Proof of authorisation to participate in the Sports event.

### **Premium**

The amount payable to the *Insurer* by the Insured.

### **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**

Admission to 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.

### **Additional services**

Services acquired by the Insured, together with the Race bib, through the Contracting party, via the website [www.endu.net](http://www.endu.net). These services are directly connected to the Trip and consist exclusively of the following:

- Car rental, for transfer to and from the Sports event venue;
- Hire of bicycles or wetsuit;
- Transfers connected with the Sports event.
- Accommodation in hotel, B&B or holiday home;
- Complimentary food and wine / cultural tours
- Merchandising (T-shirts, mugs, medals, photos).

### **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. 888 entered into by the Contracting party in favour of its clients.

The Insurance applies exclusively to the guarantees and the Claim limit indicated in the Policy Certificate.

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

# Insurance Conditions – ENDU POLICY

## Event Protection Premium



*Policy covering Pecuniary loss*

### 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:

- on the date of issue of the Policy Certificate 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 issue of the Policy Certificate.

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.

The Insured is responsible for paying the Premium.

#### **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**

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.

# Insurance Conditions – ENDU POLICY

## Event Protection Premium



*Policy covering Pecuniary loss*

### **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, which is not otherwise recoverable:

- for the acquisition of the Race bib
- for the acquisition of the Additional services

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;
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.

Any further penalty charged for delay in notifying the cancellation of the Trip shall be payable by the Insured.

### **Art. 14 - Claim limits**

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

### **Art. 15 - Excess**

An Excess of 10% of the amount to be indemnified shall be applied on the reimbursement for Additional services and shall be payable by the Insured.

### **Art. 16 - Exclusions**

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

1. 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 Certificate; 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;
2. epidemics or pandemics on the basis of statements made by the World Health Organisation, with the exception of Covid-19;

# Insurance Conditions – ENDU POLICY

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3. cancellation of the Trip due to anxiety, stress, depression or any psychological or psychiatric disorder;
4. pregnancy;
5. pregnancy-related diseases/complaints (if verified before the Policy certificate was issued, or if they arose after the beginning of the seventh month of the pregnancy), assisted insemination and related complications;
6. 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;
7. loss or damage of any property;
8. loss, expense or liability arising from:
  - 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;
  - 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;
9. an event occurring while the Insured is aboard, boarding or leaving any aircraft, unless he or she is a paying passenger of an aircraft in possession of a valid passenger transport licence;
10. decision by the Insured not to travel;
11. cancellation of the Sports event on any ground;
12. 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;
13. 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;
14. suicide or attempted suicide of the Insured, or self-inflicted harm or intentional exposure to hazards/dangers (apart from attempts to save human lives);
15. 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;
16. 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;
17. failure to obtain compulsory vaccination or to obtain a passport or visa;
18. 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;
19. 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, boxing, 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;
20. economic loss not indicated under the heading 'What is covered by the Insurance' (art.13)

### Art. 17 - Beneficiaries

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

# Insurance Conditions – ENDU POLICY

## Event Protection Premium



*Policy covering Pecuniary loss*

### **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](mailto: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. Documentation certifying enrolment in the Sports Event;
- b. Documentation certifying the acquisition of Additional services;
- c. Documentation certifying the penalty charged to the Insured.

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

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 carry out an examination in order 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 his or her assistance to enable it to have recourse to other subjects or other insurers in order to recover any amounts paid. For this purpose, the Insured must provide the Insurer with all the information requested and complete any necessary forms.

# Insurance Conditions – ENDU POLICY

## Event Protection Premium



Policy covering Pecuniary loss

### *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:

# Insurance Conditions – ENDU POLICY

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**Policy covering Pecuniary loss**

- 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](mailto:ResponsabileProtezioneDati@netinsurance.it)

[ResponsabileProtezioneDati@pec.netinsurance.it](mailto: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 addressed to [protocollo@pec.gdpd.it](mailto:protocollo@pec.gdpd.it).