

INSURANCE POLICY

ENDU SAFE

Collective Accidents policy

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 4.2024

“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 covers a single event for each insured party during the term of the policy.



What is covered by the insurance?

Accidents occurring during the sports event, entitling the Insured to: Compensation in the case of:

- ✓ death;
- ✓ permanent disability,
- ✓ hospitalisation;
- ✓ reimbursement of medical costs.



What is not insured?

- ✗ Sports Event to be held abroad;
- ✗ The following are not considered Accidents: (i) illness; (ii) hernia; (ii) heart attack regardless of the cause; (iii) subcutaneous tendon rupture;
- ✗ Persons under 8 or over 75 years of age are not insurable.



Is the coverage limited?

Accidents caused by the following are not covered under this policy:

- sports activities involving the use of motorised vehicles or motor vessels; air sports in general, including, for example but not limited to: hang-gliding, ultralight aviation, parachuting, parascending; underwater sports;
- the following sports activities: boxing, martial arts, weightlifting and competitive fighting, horse racing or horse hurdle racing /steeplechasing, weightlifting, wrestling in its various forms, mountaineering exceeding 3rd UIAA scale of difficulty, free climbing, skeleton, speed skiing, ski mountaineering, extreme skiing, American football, rugby, hockey, whitewater sports using any means, regattas or single-handed high-sea crossings, bungee jumping, ski or water-ski jumping, kite-surf and freestyle skiing, speleology; bob-sleighing, downhill mountain-biking, enduro mtb, hard enduro, bike trial, cross country, ski-roll, ski-cross; any sports activities engaged in on a professional basis or for direct or indirect remuneration.



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 Insured is responsible for paying the Premium.



When does the coverage start and end?

The Insurance is valid for one day, coinciding with that of the Sports Event. The coverage takes effect as soon as the Sports Event commences and terminates at the end of the Sports Event, that is, the moment at which the Insured crosses the finishing line within the period established by the organisers, or, if he or she fails to cross the finishing line, when the race is concluded, as established by the organisers.



How can I cancel the policy?

The policy cannot be cancelled.

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

Accident Insurance Contract



Additional pre-contractual information document for non-life insurance products (Additional DIP)

Insurance company: Net Insurance S.p.A. Product: ENDU SAFE

Last revised: 4.2024

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?

Accidents

Accidental death

In the case of the accidental death of the *Insured* during the Sports Event, the Insurer will pay *compensation* of € 10,000.00.

The *Compensation* paid in the event of Death cannot be accumulated with the *Compensation* provided in the case of Permanent Disability. Therefore, it is not possible for the *Insured* to receive *compensation* for Death coverage if he or she has been paid the Assured sum for Permanent Disability, even if the Death can be attributed to the same *Claim* that led to the payment of compensation for Total Permanent Disability.

Accidental Permanent Disability

In the case of the *Accidental* Permanent Disability of the *Insured* during the Sports Event, **resulting in total permanent disability recognised as being 7% above the total**, the Insurer will pay *Compensation* of **€ 50,000.00** if this occurs within 2 years from the date of the *accident*, even after the expiration of the *Insurance Cover*

Hospitalisation allowance

If the *Insured* is *Hospitalised* following an *accident* for which compensation is payable under this *policy* that occurred during the Sports Event, the Insurer will pay the *Insured* an allowance of € 50.00 for each day (overnight) spent in hospital **commencing on the fifth day, up to a maximum of 30 days for each Claim**. The day when the patient is admitted and when he or she is discharged are treated as a single day, regardless of the time at which the *Insured* arrived at or left the hospital.


Reimbursement of out-of-pocket expenses resulting from Accident




The insurance covers expenses for an assured sum of € 500.00.

In the event of an Accident, the Insurer will reimburse the following expenses incurred as a direct result of the Accident over a period of 365 days after the date of the Claim:

- for admission to a public or private Care Facility: facility charges, doctors' fees, surgeon's and assistant surgeon's fees, anaesthetist's fees, surgical materials, operating room fees, medicines;
- for surgery, including outpatient surgery;
- for specialist medical examinations and purchase of medicines;
- for application of plaster casts, immobilisation tapes, diagnostic and surgical arthroscopy;
- for specialised instrumental, diagnostic analyses and tests, such as: CAT scan, ultrasound scan, holter monitor, MRI scan, X-rays, stratigraphy, angiography;
- for physical therapy, including specialised techniques, such as: laser therapy, chirotherapy, kinesiotherapy, spinal traction, ultrasound therapy, diathermy, massotherapy;

	<p>g) the policy covers the services subject to compensation items c), e) and f) provided that the expenses are based on a specific medical prescription.</p> <p>h) the expenses referred to under item f) are paid exclusively for services provided within a period of 120 days from the date of the Accident.</p> <p>The Insurance cover is subject to a 10% Excess, with a minimum of € 100.00 payable by the Insured for each Claim, that is, the entire course of treatment relating to the Accident in question.</p>
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<div>  What is NOT insured? </div>	
<div> <div>Excluded risks</div> <div>Accidents</div> </div>	<p>Accidents caused by the following are not covered by the insurance:</p> <ul style="list-style-type: none"> • earthquake, flood or volcanic eruption; atomic nucleus transmutation, radiation caused by the artificial acceleration of atomic particles, or by exposure to ionizing radiation. Damage originating either directly or indirectly from any form of nuclear exposure or contamination are, in any event, excluded from the insurance coverage, regardless of the causes that may have contributed to the event; directly or indirectly by any form of chemical or biological exposure or contamination, regardless of the causes that may have contributed to the event; • terrorism or the direct or indirect consequences of terrorism, including any action taken to obstruct, or as a defence against, an actual or expected act of terrorism; war, civil war, invasion, uprising, revolution, use of military force or overthrowing of any state or military authority; • directly or indirectly by the following conditions affecting the Insured at the time of the accident: alcoholism, drug addiction, epilepsy, A.I.D.S. or related syndromes, diabetes; • directly or indirectly by the following mental illnesses: schizophrenia, forms of organic brain syndrome, forms of manic depression, paranoia. <p>With regard specifically to the Hospitalisation allowance cover, the following are excluded:</p> <ul style="list-style-type: none"> • hospitalisation: • for check-ups, periodic tests; • at highly specialised hospital institutes or units or clinics, that is: at professional and functional rehabilitation centres, in convalescence centres, admission to children's homes or medical-pedagogic institutes, in nursing homes for the elderly and gerontological units; rejuvenation and slimming treatment, thermal/spa and Helios-marine treatment, treatment of rest and sleep disorders, detoxification, dietary cures to correct overweight and underweight, and similarly, any form of admission or hospitalisation of persons with irreversible loss of autonomy whose state of health calls for constant assistance and/or treatment; • dental treatment, cosmetic surgery (when not rendered necessary by an accident for which compensation is payable under the terms of the policy); congenital anomalies and disorders caused by or stemming from them.

<div>  Is the coverage limited? </div>									
	<p>With regard to Accidental Permanent Disability cover, no Compensation will be paid if the degree of disability is below or equal to 5% of the total. If the Permanent Disability exceeds 66% of the total, compensation will be paid at the rate of 100% of the sum assured. Example of application of Deductible:</p> <table> <tr> <td>• Verified percentage of Permanent Disability</td><td>• Paid percentage of Permanent Disability</td></tr> <tr> <td>• From 1 to 7%</td><td>• 0</td></tr> <tr> <td>• 45%</td><td>• 38%</td></tr> <tr> <td>• from 66% to 100%</td><td>• 100%</td></tr> </table>	• Verified percentage of Permanent Disability	• Paid percentage of Permanent Disability	• From 1 to 7%	• 0	• 45%	• 38%	• from 66% to 100%	• 100%
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• From 1 to 7%	• 0								
• 45%	• 38%								
• from 66% to 100%	• 100%								
<div>  The subjects targeted by this product </div>									
<p>The contract is targeted at natural persons participating in sports events.</p>									
<div>  What costs will I have to pay? </div>									

Brokerage costs: the broker receives a fee calculated at the rate of 40% 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.</p> <p>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.</p> <p>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 website run by that Ministry (www.giustizia.it).</p> <p>Arbitration may be used for products to which the procedure applies, in the form and manner stated in the insurance conditions.</p> <p>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	Making an application to the company through your legal adviser.
Alternative systems for the settlement of disputes	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.
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.	

General Insurance Conditions

ENDU SAFE POLICY



Contents

GLOSSARY	2
INSURANCE CONDITIONS	4
Art. 1 - Statements relating to circumstances affecting the Risk	4
Art. 2 - Insurance cover on behalf of others - Rights and obligations stemming from the <i>Insurance</i> cover	4
Art. 3 - Effect and duration of the contract - Effective date of cover	4
Art. 4 - Calculation of the Premium	4
Art. 5 - Withdrawal	4
Art. 6 - Other insurance cover	4
Article 7 - Amendments to the Insurance	4
Art. 8 - Communications and notices	4
Art. 9 - Tax charges	5
Art. 10 - Uninsurable persons	5
Art. 11 - Designated area	5
Art. 12 - Applicable law	5
Art. 13 - What is covered by the Insurance	5
Art. 14 - Accidental death	5
Art. 15 - Accidental Permanent Disability - Deductible	6
Art. 16 - Hospitalisation allowance	7
Art. 17 - Reimbursement of medical costs following an Accident	7
Art. 18 - Exclusions	7
Art. 19 - Making a Claim and related obligations	8
Art. 20 - Criteria on which the right to compensation is based	9
Art. 21 - Payment of the Compensation	9
Art. 22 - Waiving subrogation rights	9
Art. 23 - Arbitration	9
Privacy statement within the meaning and for the purposes envisaged in art. 13 of the EU Data Protection Regulation 679/2016	10
USEFUL CONTACTS	12

General Insurance Conditions

ENDU SAFE POLICY



GLOSSARY

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

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.

Broker

Yolo S.r.l., recorded in the Register of Brokers set up by IVASS (Italian Insurance Supervisory Authority) in section B – no.000574406.

.Policy certificate

The document that provides proof that the Insurance Offer and therefore, the stipulation of the insurance contract, has been accepted by the Insurer.

Contracting party

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

Compensation

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

Accident

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

Permanent disability

The definitive, irremediable physical inability of the Insured to engage, either wholly or partially, in any profitable working activity, regardless of the profession followed.

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.

Claim limits

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

Period of Insurance

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

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.

General Insurance Conditions

ENDU SAFE POLICY



Insurance offer

The request made by the Insurer to take out an Insurance cover

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.

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.

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.

Claim

The occurrence of the damaging event covered by the Insurance.

General Insurance Conditions

ENDU SAFE POLICY



INTRODUCTION

The Insurance Conditions set out on the following pages form an integral part of the Collective Agreement no. 879 entered into by the Contracting party in favour of its clients.

The Insurance applies exclusively to the guarantees printed on the Policy Certificate form 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 by the Contracting party.

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 is valid for one day, coinciding with that of the Sports Event.

The coverage takes effect at 00.00 on the day of the Sports Event and comes to an end, without being impliedly renewed, at midnight on the same day.

The cover is effective provided that the Premium has been paid by the Insured.

The date of the Sports Event may be varied, that is postponed, upon 48 hours' prior notice given by the Contracting party to the Insured. In the event of a Claim, the Insured must produce a copy of this notice.

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.

General Insurance Conditions

ENDU SAFE POLICY



Art. 9 - Tax charges

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

Art. 10 - Uninsurable persons

The following are uninsurable:

- persons under 8 or over 75 years of age;
- 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

13.1

The insurance cover:

- takes effect as soon as the Sports Event commences;
- it terminates at the end of the Sports Event, that is, the moment at which the Insured crosses the finishing line within the period established by the organisers, or, if he or she fails to cross the finishing line, when the race is concluded, as established by the organisers.

13.2

The Insurance covers Accidents incurred by the Insured during the period indicated in clause 13.1.

The following are also considered Accidents covered by the Insurance:

- asphyxia of a non-pathological origin;
- acute poisoning caused by the ingestion or absorption of substances;
- drowning;
- frostbite or freezing;
- sunstroke or heatstroke;
- insect stings, reptile or animal bites;
- accidental contact with corrosive substances.

The following are not considered Accidents:

- illness
- hernia;
- subcutaneous tendon rupture;
- heart attack regardless of the cause.

Art. 14 - Accidental death

In the case of the accidental death of the Insured during the Sports Event, the Insurer will pay compensation of € 10,000.00.

The insured amount to cover death is paid provided that the death of the Insured was the result of an Accident for which compensation is payable under the terms of the Insurance, and this occurs **within one year from the date on which the Accident in question arose**. This sum is paid to the designated beneficiaries or, if none have been designated, to the Insured's heirs in

General Insurance Conditions

ENDU SAFE POLICY



equal parts.

If the Insured's body is not found within one year from the disappearance, beaching, crash or sinking of the means of air, lake, river or marine transport, in public and/or private service, not excluded under the insurance terms, the Compensation paid will be that recognised in the event of death, treating the event referred to above as an accident. If, once the compensation has been paid, the Insured is proved to be still alive, the Insurer is entitled to take action against the beneficiaries, as well as the Insured himself or herself, for the return of the amount paid.

The Compensation paid in the event of Death cannot be accumulated with the Compensation provided in the case of Permanent Disability. Therefore, it is not possible for the Insured to receive Compensation for Death coverage if he or she has been paid the Assured sum for Permanent Disability, even if the Death can be attributed to the same Claim that led to the payment of compensation for Permanent Disability.

Art. 15 - Accidental Permanent Disability - Deductible

In the case of the Accidental Permanent Disability of the Insured during the Sports Event, **resulting in total permanent disability recognised as being 7% above the total**, the Insurer will pay Compensation of € 50,000.00 if this occurs within 2 years from the date of the accident, even after the expiration of the Insurance Cover. The percentage of Permanent Disability will be calculated on the basis of the criteria established in the Table set out in " Presidential Decree no. 1124 of 30 June 1965 " .

No Compensation will be payable if the Permanent Disability is found to be 7% below the total; if, on the other hand, it is 7% above the total, the Compensation will only be paid for the part exceeding that percentage, net of the Deductible of 7%.

If the Permanent Disability exceeds 66% of the total, compensation will be paid at the rate of 100% of the sum assured.

Example of application of Deductible:

• Verified percentage of Permanent Disability	• Paid percentage of Permanent Disability
• From 1 to 7%	• 0
• 45%	• 38%
• from 66% to 100%	• 100%

In the case of left-handed Insured parties, the permanent disability percentage rates stated in the table referred to above for the right upper limb will apply to the left upper limb, and vice-versa.

The total, irremediable loss of the functional use of an organ or limb is considered an anatomical loss of that organ or limb; in the case of an impairment, the percentage rates stated in the table referred to above are reduced in proportion to the impaired function.

In cases of anatomical or functional loss of more than one organ or limb, the compensation payable is established by adding the percentages corresponding to each individual injury, up to a maximum rate of 100%.

For the individual distal phalanges of the fingers and toes, excluding the thumb, only total amputation will be considered as Permanent Disability.

Compensation for the functional or anatomical loss of a phalanx of the thumb is established at half, for the anatomical loss of a phalanx of the big toe at half and for a phalanx of any other finger or toe at one third of the percentage fixed for the total loss of the finger or toe in question.

In cases of Permanent Disability that are not specified in the Table set out in Presidential Decree no. 1124 of 30 June 1965, the compensation is determined by taking into account, with regard to the percentage rates of the cases listed, the extent to which the Insured's general ability to engage in any profitable working activity, regardless of the profession followed, is permanently impaired.

In cases of anatomical loss or functional impairment of an organ or a limb that is already impaired, the above-mentioned percentage rates are reduced to take into account the pre-existing disability.

Accidental Permanent Disability must be established by a medical examiner instructed by the Insurer at least 6 months, but not more than 18 months following the date on which the Accident causing the disability occurred.

General Insurance Conditions

ENDU SAFE POLICY



The right to Compensation for Permanent Disability is of a personal nature and cannot therefore be transmitted to the heirs. If however, the Insured dies due to a cause that is not linked to the Accident after the Compensation has been paid or, in any event, offered at a determined rate, or the Permanent Disability can be quantified by consulting documentation drawn up by the medical examiner, the Insurer will pay the heirs the amount paid or offered or quantifiable from the documentation subsequently drawn up in accordance with the laws of testamentary succession.

Once a period of 60 days has elapsed from the completion of medical treatment following an Accident covered by the policy, even if the patient has not yet fully recovered or the after-effects have not yet been established, the Insured may request an advance payment from the Insurer of 50% of the estimated compensation due, the balance to be paid when the Claim is finally settled. The advance payment will be made within 30 days from the receipt of all the data relating to the Insured's state of health, provided that, once the Insurer has carried out an independent assessment, the degree of residual Permanent Disability following medical treatment is not less than 20%.

Art. 16 - Hospitalisation allowance

If the Insured is Hospitalised following an accident for which compensation is payable under this policy that occurred during the Sports Event, the Insurer will pay the Insured an allowance of € 50.00 for each day (overnight) spent in hospital **commencing on the fifth day, up to a maximum of 30 days for each Claim.** The day when the patient is admitted and when he or she is discharged are treated as a single day, regardless of the time at which the Insured arrived at or left the hospital.

Art. 17 - Reimbursement of medical costs following an Accident

The insurance covers expenses for an assured sum of € 500.00.

In the event of an Accident, the Insurer will reimburse the following expenses incurred as a direct result of the Accident over a period of 365 days after the date of the Claim:

- a) for admission to a public or private Care Facility: facility charges, doctors' fees, surgeon's and assistant surgeon's fees, anaesthetist's fees, surgical materials, operating room fees, medicines;
- b) for surgery, including outpatient surgery;
- c) for specialist medical examinations and purchase of medicines;
- d) for application of plaster casts, immobilisation tapes, diagnostic and surgical arthroscopy;
- e) for specialised instrumental, diagnostic analyses and tests, such as: CAT scan, ultrasound scan, holter monitor, MRI scan, X-rays, stratigraphy, angiography;
- f) for physical therapy, including specialised techniques, such as: laser therapy, chirotherapy, kinesiotherapy, spinal traction, ultrasound therapy, diathermy, massotherapy;
- g) the policy covers the services subject to compensation items c), e) and f) provided that the expenses are based on a specific medical prescription.
- h) the expenses referred to under item f) are paid exclusively for services provided within a period of 120 days from the date of the Accident;

The Insurance cover is subject to a 10% Excess, with a minimum of € 100.00 payable by the Insured for each Claim, that is, the entire course of treatment relating to the Accident in question.

The Insurance cover may be accumulated with the items described in articles 14, 15 and 16.

Art. 18 - Exclusions

Accidents caused by the following are not covered under this policy:

- sports activities involving the use of motorised vehicles or motor vessels;
- air sports in general, including, for example but not limited to: hang-gliding, ultralight aviation, parachuting, parascending;
- underwater sports;
- the following sports activities: boxing, martial arts, weightlifting and competitive fighting, horse racing or horse hurdle racing /steeplechasing, weightlifting, wrestling in its various forms, mountaineering exceeding 3rd UIAA scale of difficulty , free climbing, skeleton, speed skiing, ski mountaineering, extreme skiing, American football, rugby, hockey, whitewater sports using any means, regattas or single-handed high-sea crossings, bungee jumping, ski or

General Insurance Conditions

ENDU SAFE POLICY



water-ski jumping, kite-surf and freestyle skiing, speleology; bob-sleighting, downhill mountain-biking, enduro mtb, hard enduro, bike trial, cross country, ski-roll, ski-cross;

- any sports activities engaged in on a professional basis or for direct or indirect remuneration.

Accidents caused by the following are not covered by the insurance:

- 1) earthquake, flood or volcanic eruption;
- 2) atomic nucleus transmutation, radiation caused by the artificial acceleration of atomic particles, or by exposure to ionizing radiation. Damage originating either directly or indirectly from any form of nuclear exposure or contamination are, in any event, excluded from the insurance coverage, regardless of the causes that may have contributed to the event;
- 3) directly or indirectly by any form of chemical or biological exposure or contamination, regardless of the causes that may have contributed to the event;
- 4) terrorism or the direct or indirect consequences of terrorism, including any action taken to obstruct, or as a defence against, an actual or expected act of terrorism;
- 5) war, civil war, invasion, uprising, revolution, use of military force or overthrowing of any state or military authority;
- 6) directly or indirectly by the following conditions affecting the Insured at the time of the accident: alcoholism, drug addiction, epilepsy, A.I.D.S. or related syndromes, diabetes;
- 7) directly or indirectly by the following mental illnesses: schizophrenia, forms of organic brain syndrome, forms of manic depression, paranoia.

With regard specifically to the Hospitalisation allowance cover, the following are excluded:

- 8) admission for check-ups, periodic tests;
- 9) admission at highly specialised hospital institutes or units or clinics, that is: at professional and functional rehabilitation centres, in convalescence centres, admission to children's homes or medical-pedagogic institutes, in nursing homes for the elderly and gerontological units; rejuvenation and slimming treatment, thermal/spa and Helios-marine treatment, treatment of rest and sleep disorders, detoxification, dietary cures to correct overweight and underweight, and similarly, any form of admission or hospitalisation of persons with irreversible loss of autonomy whose state of health calls for constant assistance and/or treatment;
- 10) dental treatment, cosmetic surgery (when not rendered necessary by an accident for which compensation is payable under the terms of the policy); congenital anomalies and disorders caused by or stemming from them.

Art. 19 - Making a Claim and related obligations

Every Claim must be filed within 10 days from the event or as soon as the Insured – or his or her beneficiaries -are able to do so.

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

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

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

- Documentation certifying enrolment in the Sports Event;
- Location, date and time of the Accident, together with the circumstances and causes of the event.

The Insured must then send medical certificates detailing the development of the injuries.

If the Accident has caused the death of the Insured or when he or she dies during treatment, immediate written notification must be sent to the Insurer.

The Insured, or in the event of death, the Beneficiary, must agree to the investigations and assessments considered necessary by the Insurer, for this purpose, relieving the medical practitioners who examined and treated the Insured from their obligation of professional secrecy.

General Insurance Conditions

ENDU SAFE POLICY



If the Insured fails to fulfil the aforementioned obligations and/or does not permit the Insurer to have its own doctor sent, the Insurer reserves the right to consider a total or partial reduction of the Compensation.

Art. 20 - Criteria on which the right to compensation is based

The Insurer only compensates the direct consequences of the Accident, regardless of the pre-existing physical or pathological conditions of the subject involved or those which later arise, and the Insured is not obliged to report any physical defects, infirmities or mutilations that may have affected the Insured parties when the Insurance cover was taken out, or any that may later arise. Therefore, the effect that the Accident may have had on such conditions and the damage caused by them on the result of the injuries caused by the accident, are indirect consequences and therefore not covered by the policy. Similarly, in cases of pre-existing mutilation or physical defect, the Compensation for Permanent Disability is paid solely for the direct consequences of the Accident, as if it had affected a physically fit and healthy person.

Art. 21 - Payment of the Compensation

Once it has been verified that the cover is valid, all the documentation necessary for the evaluation has been received and the relevant assessments have been completed, the Insurer will establish the amount of Compensation payable, will notify the beneficiaries and, once it has been established that they have accepted, will arrange for payment to be made within 30 days from the date on which the payment notification was signed.

With regard to the reimbursement of expenses incurred, if the bills, invoices or receipts were also submitted to third parties in order to obtain a reimbursement, the amount owed under this contract will be paid once evidence of the expenses actually incurred has been provided, having deducted the amount payable by the aforementioned third parties.

The Compensation is paid in Italy, in the current currency, also for expenses incurred abroad, at the average exchange rate applying in the week in which the expense was incurred by the Insured.

Art. 22 - Waiving subrogation rights

If the responsibility for the Accident is attributable to third parties, the Insurer waives its subrogation rights against the third parties liable under the Claim, in favour of the Insured and his or her beneficiaries, as envisaged in art. 1916 of the Italian Civil Code.

Art. 23 - Arbitration

Any disputes of a medical nature, regarding the right to compensation under the Claim, the degree of the Accidental Permanent Disability or the application of the compensation eligibility criteria, in accordance with and within the scope of the Insurance Conditions, may be referred, in writing, to two medical practitioners, one appointed by each Party, who will meet in the municipality, head office of the Forensic Medicine Institution closest to the Insured's place of residence or any other he or she prefers.

In the event of disagreement, the practitioners appoint a third; decisions are made by a majority of votes, without any legal formality, and are binding even if one of the practitioners refuses to sign the relevant minutes. If one of the Parties fails to make an appointment or agreement cannot be reached regarding the appointment of the third practitioner, the appointment is referred by the more diligent Party to the Council of the Medical Association having jurisdiction over the place in which the arbitration proceedings are held (municipality, head office of Forensic Medicine Institution closest to the Insured)

The Medical panel is entitled, when it deems fit, to defer the definitive assessment of the permanent disability to a date to be set by the panel, in which case they may award a provisional payment of Compensation.

Each of the Parties will pay the costs of the medical practitioner designated by him or her; those of the third member of the panel shall be shared, at the rate of half each.

An action may be brought before the judicial authorities, following the mandatory attempt to settle the matter through the mediation procedure pursuant to art. 5 of Italian Legislative Decree 28/2010, before an accredited mediation body.



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

General Insurance Conditions

ENDU SAFE POLICY



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:

- 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 without 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:

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

General Insurance Conditions

ENDU SAFE POLICY



USEFUL CONTACTS

Website www.netinsurance.it

TO MAKE A CLAIM RELATING TO:

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

FOR ANY OTHER INFORMATION

- by e-mail: wecare@netinsurance.it
- website: www.netinsurance.it/wecare
- fax + 39 06 97625707
- Numero Verde (freephone number): 800 1809 95 (Contact Center) from Monday to Friday (8:00 a.m. - 6:00p.m.)

TO SUBMIT A COMPLAINT

Net Insurance S.p.A. - For the att. of the Complaints Office – Via Giuseppe Antonio Guattani, 4 - 00161 ROME

- fax +39 06 89326570
- by certified e-mail: ufficio.reclami@pec.netinsurance.it