

Full pre-contractual and contractual information on the product is provided in other documents.

What kind of insurance is it?

This policy provides assistance for accidents that you suffer during the performance of amateur sports activities on the snow, insures you for the case of unintentional damage caused to third parties during the performance of the same, and reimburses you for the case of non-use of the ski pass and for any rental of sports equipment that you have already paid for and cannot use due to the accident.



What is insured?

- ✓ **Assistance Cover** provides the services listed below that you may request following an accident you sustain while engaging in amateur snow sports activities exclusively within the skiable area, for which piste rescue is required.
 - *Sending an ambulance;*
 - *Return to home from place of care.*

- ✓ **Accident Cover** The cover is due following an accident suffered during the performance of amateur sports activities on the snow, exclusively within the VIALATTEA skiable area, for which the ski pass is valid, and provided that a report is drawn up in real time by the ski patrol with the dynamics and significant data of the accident.
 - *Reimbursement for tobogganing;*
 - *Reimbursement of emergency medical expenses;*
 - *Sending an ambulance to an Italian facility;*
 - *Rescue and ambulance transport costs on foreign pistes in the Vialattea (only Monginevro);*
 - *Helicopter rescue and recovery costs on foreign pistes in the Vialattea (only Monginevro);*
 - *Reimbursement of the cost of the ski pass; – Reimbursement of sports equipment hire.*

- ✓ **Skiers' third-party cover**
Europ Assistance insures the risk arising from the performance of amateur sporting activities in the snow, exclusively within the equipped skiable area and undertakes, within the limit of liability of Euro 250,000.00 per claim and per event, to settle the sums that you have to compensate (capital, interest and expenses) following your accident that has caused physical and direct physical damage to third parties for which there has been involvement of the piste rescue service (with issue of a report). In the event that you have caused, in addition to the physical damage referred to above, also material and direct damage related to the destruction or deterioration of material assets of the same third parties, the Cover shall operate within the sub-limit of Euro 10,000.00 per claim and per event.



What is not insured?

- * **All types of Cover** exclude claims caused by or consequent to, or claims caused by:
 - war, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;
 - strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
 - wilful misconduct (including wilful misconduct of persons for whom you are liable under the law);
 - off-piste skiing;
 - abuse of alcohol, psychotropic drugs, use of narcotics and hallucinogens;
 - a blood alcohol level of 0.5 grams/litre or more;
 - participation in competitive events for any reason whatsoever, including training for such competitions, with the sole exception of non-professional amateur giant slalom and special slalom competitions and without prize money;
 - Anything not specifically indicated in the article "Subject-matter of Insurance".

- Also,
 - * with particular reference to **Injury Cover**, claims caused by or arising out of the following are also excluded:
 - attempted suicide, suicide, self
 - harm; The following are also excluded:
 - healthcare services provided by doctors or paramedics who are not licensed to practise under the applicable legal provisions;
 - the consequences of surgery, examinations and medical treatment not necessitated by an accident.
 - * with particular reference to **Skier's Third-Party Cover**, the following are also excluded:
 - all indirect damages;
 - all damage other than physical and material damage;
 - all damage resulting from the ownership, possession, use and driving of motor vehicles;
 - all damage arising from the possession of toxic or radioactive substances and from ground, air and water pollution;
 - claims for which you have made any kind of settlement with the injured party without the prior approval of Europ Assistance, including recognition of partial or total liability.



Are there any limits on cover?

- INTERNATIONAL SANCTIONS** (valid for all types of Cover)
"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing the Terms and Conditions of Insurance. Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing the Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Venezuela, Belarus, Russia, Burma (Myanmar), Afghanistan and the following regions: Crimea, Donetsk and Lugansk, Zaporizhzhia, Kherson.

Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

Assistance Cover

! *Limitation of liability*

Europ Assistance will not compensate the following damage:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- as a result of any other fortuitous and unpredictable circumstances.

Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.

Skiers' Third-Party Cover

! *Persons not considered to be third parties*

The following persons are not considered to be third parties: the insured person's spouse/cohabiting partner/civil union partner, parents, children of the Insured Person and any other relative or relative-in-law living with him/her.



Where does the cover apply?

✓ The Cover applies to claims occurring in the ski areas which are equipped and open to the public at VIALATTEA for which you are authorised by ski pass during the period of validity of the ski pass.



What are my obligations?

When you sign the contract: you have the obligation to make true, accurate and complete declarations.

Untrue, inaccurate or unreported declarations may lead to the total or partial loss of the right to indemnity/compensation/provision of the Assistance Services, as well as the termination of the insurance pursuant to Articles 1892, 1893 and 1894 of the Italian Civil Code.

During the contract: you are obliged to notify any changes that lead to an aggravation of the risk. Failure to provide information may result in the total or partial loss of the right to indemnity/compensation/provision of the assistance services, as well as the termination of the insurance pursuant to Article 1898 of the Italian Civil Code.

In case of an Event: In the event of a claim: you have the obligation to notify Europ Assistance Italia S.p.A. in writing of the existence of other insurance policies that you have signed with the same characteristics as this one (Article 1910 of the Italian Civil Code) and to comply with the deadlines for reporting the claim.



When and how do I pay?

The premium must be paid in a lump sum when subscribing to the Policy, which must be done at the same time as the purchase of the ski pass.

The premium is inclusive of taxes.



When does cover begin and when does it end?

The insurance cover is valid for the same period as the ski pass and ends when the pass expires.



How can I cancel the policy?

The policy does not provide for cancellation as it is a policy without tacit renewal on expiry.

Non-Life Insurance to cover risks for amateur snow sports activities

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

Company: Europ Assistance Italia S.p.A.

Product: " VIALATTEA – Sci Noproblem - Mod. 22346"

Date of issue of the additional non-life IPID: 01.11.2022



This document contains additional and complementary information to that contained in the Pre-contractual Information Document for Non-Life Insurance Products (Non-Life IPID), in order to help the potential policyholder/insured person to understand in more detail the characteristics of the product, the contractual obligations and the company's financial situation.

The policyholder/insured person must read the terms of insurance before signing the contract.

Europ Assistance Italia S.p.A., Via del Mulino n. 4 – 20057 Assago (MI)- tel. 02.58.38.41 - www.europassistance.it – e-mail: servizio.clienti@europassistance.it- certified email address: EuropAssistancelItaliaSpA@pec.europassistance.it.

Registered in Section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 Company belonging to the Generali Group, registered in the Register of Insurance Groups Company subject to the management and coordination of Assicurazioni Generali S.p.A.

The shareholders' equity amounts to Euro 82,126,382, of which share capital amounts to Euro 12,000,000 and total equity reserves to Euro 70,126,382.

The solvency ratio for the non-life business is 171%. This ratio represents the ratio between the amount of own funds covering the solvency capital requirement equal to Euro 111,770,000 and the amount of the solvency margin required by regulations in force equal to Euro 65,522,000. The minimum capital requirement is equal to Euro 29,485,000.

The above figures refer to the latest approved financial statements and to the financial situation at 31/12/2021. Subsequent updates on the financial situation will be made available at <https://www.europassistance.it/azienda/bilancio>.

The contract shall be governed by Italian law



What is insured?

No information in addition to the information given in the Non-Life IPID



What is not insured?

Assistance Cover	No information in addition to the information given in the Non-Life IPID.
Accident Cover	No information in addition to the information given in the Non-Life IPID.
Skiers' Third-Party Cover	No information in addition to the information given in the Non-Life IPID.



Are there any limits on cover?

Assistance Cover	No information in addition to the information given in the Non-Life IPID.
Accident Cover	No information in addition to the information given in the Non-Life IPID.
Skiers' Third-Party Cover	! Coinsurance Europ Assistance shall provide compensation for damages subject to the application of a 10% deductible with a minimum of Euro 500.00.



Where does the cover apply?

No information in addition to the information given in the Non-Life IPID



What are my obligations? What obligations does the company have?

<p>What do I have to do in case of an event?</p>	<p>Reporting a claim:</p>	<p style="text-align: center;">Assistance Cover</p> <p>In case of an Event, you must immediately call the Operations Centre on:</p> <ul style="list-style-type: none"> – (+39) 02.58.24.05.73 valid for calls from Italy and abroad. <p>If you are unable to call the Operations Centre immediately because you are unable to do so, you must call as soon as possible and in any case always before taking any personal action.</p> <p style="text-align: center;">Accident Cover</p> <p>In the event of a claim, following immediate telephone contact with the Sestrieres S.p.A. Operations Centre on 0122.799.414 - 0122.799.415, you must file a report no later than 10 days after the occurrence of the claim. To report the event:</p> <ul style="list-style-type: none"> – access the portal https://sinistrionline.europassistance.it or the website www.europassistance.it (in the “open or check a claim”) and following the instructions <p>or</p> <ul style="list-style-type: none"> – write a registered letter to Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI); On the envelope write “Claims Settlement Office - Skier’s Third-Party Cover”. <p>You must send Europ Assistance all documentation required under the policy.</p> <p style="text-align: center;">Skiers’ Third-Party Cover</p> <p>In the event of a claim, you must file a report no later than 10 days after the occurrence of the claim or after you became aware of it. To report the event:</p> <ul style="list-style-type: none"> – access the portal https://sinistrionline.europassistance.it or the website www.europassistance.it (in the “open or check a claim”) and following the instructions <p>or</p> <ul style="list-style-type: none"> – write a registered letter to Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI); On the envelope write “Claims Settlement Office - Skier’s Third-Party Cover”. <p>You must send Europ Assistance all documentation required under the policy.</p>
	<p>Direct assistance/assistance under special arrangements:</p>	<p style="text-align: center;">Assistance Cover</p> <p>No services are provided directly to you by organisations or facilities that have special arrangements with Europ Assistance other than those indicated in the Assistance Cover.</p> <p style="text-align: center;">Accident Cover</p> <p>No services are provided directly by organisations or facilities that have special arrangements with Europ Assistance.</p> <p style="text-align: center;">Skiers’ Third-Party Cover</p> <p>No services are provided directly by organisations or facilities that have special arrangements with Europ Assistance.</p>
	<p>Management by other companies:</p>	<p>For all types of Cover, no management by other companies is envisaged</p>
	<p>Time limitation:</p>	<p>Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In third-party liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Article 2952 of the Italian Civil Code applies.</p> <p>For cover other than Assistance, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing.</p> <p>It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.</p>

Incorrect or reticent declarations	No information in addition to the information given in the Non-Life IPID.
Obligations of the company	<p style="text-align: center;">Assistance Cover</p> <p>No compensation will be paid as the assistance services are provided directly by the Europ Assistance Operations Centre.</p> <p style="text-align: center;">Accident Cover</p> <p>Europ Assistance, after receiving the necessary documentation, after verifying the operability of the Cover and after making the necessary checks, shall determine the Reimbursement that is due, notify the parties concerned, and make payment, net of any deductible, within 20 days of this notification.</p> <p style="text-align: center;">Skiers' Third-Party Cover</p> <p>Europ Assistance, after receiving the necessary documentation, after verifying the operability of the Cover and after making the necessary checks, shall determine the Compensation that is due, notify the parties concerned, and make payment, net of any possible copayment, within 20 days of this notification.</p>



When and how do I pay?

Premium	No information in addition to the information given in the Non-Life IPID.
Reimbursement	<p><u>Withdrawal in the event of a claim</u></p> <p>You may withdraw from the policy after each event, reported according to the procedures indicated in the policy, and up to 60th day from payment or refusal of the claim, writing to Europ Assistance. The withdrawal will be effective after 30 days from receipt of your notice. Within the following fifteen days, Europ Assistance will reimburse you the part of the premium relative to the period of risk that has not yet taken place, net of tax. Europ Assistance may also exercise its right to withdraw from the policy after a claim with the same thirty-day notice.</p>



When does cover begin and when does it end?

Duration	No information in addition to the information given in the Non-Life IPID.
Suspension	There is no possibility of suspending cover.



How can I cancel the policy?

Reconsideration after entering into the contract	<p><u>Withdrawal in the event of a claim</u></p> <p>You may withdraw from the policy after each event, reported according to the procedures indicated in the policy, and up to 60th day from payment or refusal of the claim, writing to Europ Assistance. The withdrawal will be effective after 30 days from receipt of your notice. Within the following fifteen days, Europ Assistance will reimburse you the part of the premium relative to the period of risk that has not yet taken place, net of tax. Europ Assistance may also exercise its right to withdraw from the policy after a claim with the same thirty-day notice.</p>
Termination	There are no cases in which you are entitled to terminate the contract other than those that may be indicated in the section "When and how do I have to pay? - Reimbursement"



Who is this product for?

Policy suitable for customers who purchase a one-day or multi-day ski pass, from 1 day to more than 8 days, wishing to insure themselves against health care, accidents and third-party liability.



What costs do I pay?

intermediation costs: the average share received by the intermediary(ies) is equal to 38.00%

HOW CAN I MAKE COMPLAINTS AND RESOLVE DISPUTES?

You can send complaints to the insurance company	<p>You may send any complaints regarding the contractual relationship or the handling of claims by writing to Europ Assistance Italia S.p.A. - c.a. Ufficio Reclami by:</p> <ul style="list-style-type: none"> - post: Via del Mulino no. 4 - 20057 Assago (MI); - fax: 02.58.47.71.28 - by certified email: reclami@pec.europassistance.it
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	<p>- Email: ufficio.reclami@europassistance.it. Europ Assistance Italia S.p.A. will reply to your complaint within 45 days of receipt, as provided for by law.</p>
to IVASS	<p>If you are not satisfied with the outcome of your complaint, or if you have not received a reply from Europ Assistance Italia S.p.A. within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - Via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified email: ivass@pec.ivass.it, attaching documentation relating to your complaint processed by Europ Assistance to your request.</p> <p>In the complaint you must indicate:</p> <ul style="list-style-type: none"> • indicate the name, surname and address of the party making the complaint, and a telephone number as applicable; • indicate the person or subjects the complaint refers to; • briefly describe in full the grounds of the complaint; • include a copy of the complaint submitted to the insurance company and any reply from it; • all documents useful to describe the relevant circumstances in more detail. <p>You can find the complaint form on the IVASS website at www.ivass.it</p>
BEFORE TAKING LEGAL ACTION , alternative dispute resolution systems can be used, such as:	
Mediation	By contacting a Mediation Body from those listed by the Ministry of Justice, at www.giustizia.it (Law 98 of 9 August 2013).
Assisted negotiation	Sending a request to Europ Assistance Italia S.p.A. via your lawyer
Other alternative dispute resolution systems	<p>Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance). In the event of a dispute regarding the determination and estimation of harm, an appraisal of the contract is necessary where contemplated by the terms of the policy, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to sinistri@pec.europassistance.it.</p> <p>In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.</p> <p>Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).</p> <p>In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the terms of the policy, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to sinistri@pec.europassistance.it.</p> <p>In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.</p> <p>The foregoing is without prejudice to the right to take legal action.</p> <p>For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at http://ec.europa.eu/internal_market/finnet/index_en.htm).</p>

THE COMPANY DOES NOT HAVE A HOME INSURANCE AREA ON THE WEB FOR THE POLICYHOLDER/INSURED FOR THIS CONTRACT (HOME INSURANCE), SO AFTER SIGNING THE CONTRACT YOU CANNOT CONSULT THIS AREA, NOR USE IT FOR THE ONLINE MANAGEMENT OF THE CONTRACT.

INFORMATION IN THE EVENT OF DISTANCE SELLING OF THE INSURANCE CONTRACT

This proposed Insurance Contract is defined pursuant to Legislative Decree 206/05 as a distance contract, i.e. a "contract entered into between the professional [Europ Assistance Italia S.p.A.] and the Consumer under an organised distance sales or service provision scheme without the simultaneous physical presence of the professional and the consumer, through the exclusive use of one or more means of distance communication up to and including the stipulation of the contract".

Please note that: A consumer is any natural person who is acting for purposes which are outside his trade, business or profession, and a means of distance communication means "any technique of customer contact which, without the simultaneous physical presence of the distributor and policyholder, may be used for the distance marketing of insurance and reinsurance contracts".

Europ Assistance Italia S.p.A. is a company authorised to carry out insurance business under Ministerial Decree of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) with registered office in Italy, Via del Mulino no. 4 - 20057 Assago (MI).

The proposed insurance contract is briefly described in the Non-Life IPID, the additional Non-Life IPID and in full in the terms and conditions of insurance: if these conditions meet your expectations, the premium to be paid to enter into the contract shall be that provided for in the insurance conditions themselves.

The Insured Person has the right to choose to receive and send pre-contractual documentation and the documentation required by regulations in force on paper, by email or to the address of the website indicated in an email, and to change his choice at a later date.

The Insured Person will have the right to request, in any case and free of charge, the return of the above-mentioned documentation on paper.

Europ Assistance will request the Insured Person to sign and re-send, for documentation purposes only, a copy of the contract.

We would like to remind you that the Consumer may exercise the right of withdrawal within 14 days from the date of entering into the contract, without prejudice to the right of Europ Assistance Italia S.p.A. to retain the premium instalment corresponding to the period during which the contract was effective.

Pursuant to Article 67-duodecies paragraph 5b, cancellation does not apply to insurance policies of less than one month's duration.

Where applicable, the right of withdrawal may be asserted by sending a registered letter with return receipt to the Policyholder, to the address indicated in the insurance conditions and for information to Europ Assistance Italia S.p.A. - Contracts Portfolio Management - Via del Mulino, 4 - 20057 Assago (MI).

Complaints may also be sent to the above addresses.

“VIALATTEA – Sci Noproblem”

Terms and Conditions of Insurance related to Policy no. 40939Q entered into
between

Europ Assistance Italia S.p.A. with registered office in Assago (MI), Via del Mulino, no. 4 – A company authorised to carry out insurance business under the decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A.

(hereinafter – Europ Assistance)

and

SESTRIERES S.p.A. with head office in Piazza Agnelli no. 4, 10058 Sestriere (TO) - VAT and tax code 00941880015

(hereinafter – the Policyholder)

THE COVER DESCRIBED IN THE TERMS AND CONDITIONS OF INSURANCE CAN BE TAKEN UP VOLUNTARILY IF YOU SIGN THE APPLICATION FORM.



Terms and Conditions of Insurance - Form 22346

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Terms and Conditions of Insurance - Form 22346

GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

Article 1 - OTHER INSURANCE

You may be insured with several insurance companies for the same Risk.

In the event of a claim, you must inform all insurance companies with which you are insured for the same Risk, including Europ Assistance, of the existence of other insurance companies covering the same Risk. In this case, Article 1910 of the Italian Civil Code applies.

The purpose of Article 1910 of the Italian Civil Code is to avoid the case where the Insured, with several insurance policies for the same Risk with different companies, receives a total sum greater than the damage sustained. For this reason, in the event of a claim, the Insured must inform each company of all insurance policies taken out with the others for the same Risk.

The purpose of Article 1910 of the Italian Civil Code is to avoid the case where the Insured, with several insurance policies for the same Risk with different companies, receives a total sum greater than the damage sustained. For this reason, in the event of a claim, the Insured must inform each company of all insurance policies taken out with the others for the same Risk.

Article 2 - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For all matters not contemplated in the Policy and for all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

Article 3 - TIME LIMITATION

Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Article 2952 of the Italian Civil Code applies.

For cover other than Assistance, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing.

It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.

Example: if the Insured reports an Event after the maximum deadline of two years established by the Italian Civil Code, he/she will not be entitled to Compensation.

Article 4 - CURRENCY OF PAYMENT

In Italy, you will receive compensation in euros. If you seek Compensation for expenses incurred in countries that are not part of the European Union or that belong to the European Union, but do not have the Euro as their currency, Europ Assistance will calculate the compensation by converting the amount of the expenses you incurred into Euros. Europ Assistance calculates compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

Article 5 - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim and up until the 60th day following payment or refusal to pay, you may withdraw from the Policy by writing a registered letter with return receipt to Europ Assistance. Withdrawal is effective after 30 days from when Europ Assistance received the registered letter with return receipt. Within the following fifteen days, Europ Assistance will reimburse you the part of the premium relative to the period of risk that has not yet taken place, withholding taxes.

Europ Assistance may also exercise its right to withdraw after a claim with ninety days' notice.

The collection or payment of premiums due after you have reported a claim or any other event on your part or on the part of Europ Assistance may not be interpreted as a waiver of the right of withdrawal.

Europ Assistance undertakes to complete the management of ongoing claims at the date when withdrawal becomes effective, and to manage claims related to events that occur before withdrawal that are reported afterwards, provided this is within the times indicated in the article "Obligations of the Insured in the event of a claim" of these Terms and Conditions of Insurance.

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Article 6 - PREMIUM

The premium you have to pay according to the type of ski pass purchased is as follows:

SKI PASS	TYPES OF COVER	GROSS PREMIUM (EUR)	of which taxes (euros)	TOTAL GROSS PREMIUM (EUR)	of which taxes (euros)
Daily up to 4 days	Assistance (r18)	0.04	0.01	3.50 (per capita)	0.4
	Accident (R1)	3.15	0.08		
	Skiers' Third-Party Cover (R13)	0.31	0.31		
Weekly (from 5 to 8 days)	Assistance (r18)	0.15	0.01	15.00 (per capita)	0.59
	Accident (R1)	13.5	0.33		
	Skiers' Third-Party Cover (R13)	1.35	0.25		
Multi-day (9 days to maximum 15 days)	Assistance (r18)	0.20	0.02	20.00 (per capita)	0.79
	Accident (R1)	18.00	0.44		
	Skiers' Third-Party Cover (R13)	1.80	0.33		

The Policy must be purchased at the same time as the ski pass.

Article 7 -TAXES

The premium also includes taxes that are not the responsibility of Europ Assistance and that you are required to pay by law.

Article 8 -DECLARATIONS RELATING TO THE CIRCUMSTANCES OF THE RISK

When you take out the Policy, you must verify that you have provided true, accurate and complete information. Any significant change in the information provided during the period when the Policy is valid must be immediately notified to Europ Assistance through the Policyholder. If you fail to comply with these obligations, you may lose all or part of your right to the Indemnity/compensation/provision of the assistance services.

Article 9 -AGGRAVATION OF THE RISK

You are obliged to notify Europ Assistance, through the Policyholder, of any changes that lead to an aggravation of the risk. Failure to provide information may result in the total or partial loss of the right to the Indemnity/compensation/provision of the assistance services, as well as the termination of the insurance pursuant to Article 1898 of the Italian Civil Code.

Article 10 -DECREASE IN RISK

In the event of a decrease in risk, Europ Assistance is required to reduce the premium, or the premium instalment, following your notification and waives the related right of withdrawal.

Article 11 - PROCESSING OF PERSONAL DATA

Europ Assistance may become aware of and use other people's personal data when providing you with cover. By entering into this Policy, you undertake to make these individuals aware of the privacy notice and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent form: "I have read the privacy notice on data processing and consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the parties indicated in the notice."

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SECTION I – DESCRIPTION OF THE COVER



What is insured?

Article 12 - SUBJECT-MATTER OF INSURANCE

A) ASSISTANCE COVER

You may request the listed services following an accident you sustain **while engaging in amateur snow sports activities exclusively within the VIALATTEA skiable area, for which piste rescue is required.**

BENEFITS/SERVICES

- **SENDING AN AMBULANCE**

If you need an ambulance following an accident, the Operations Centre will organise transport by ambulance to the nearest specialised medical centre.

Europ Assistance shall bear the applicable costs.

Alternatively, you may request that the transfer to the medical centre take place, instead of by ambulance, by taxi, medical car or other equivalent means (**only possible if the doctors of the Operations Centre deem it possible and appropriate**).

- **RETURN TO HOME FROM PLACE OF CARE.**

(valid only for holders of ski passes lasting more than 4 consecutive days)

You may request to return to your home, when after a hospitalisation due to an accident, the doctors of the Operations Centre, together with the doctors on site, decide that you can be transferred to your residence.

Europ Assistance organises and takes charge of the return trip at the time and with the means best suited to the situation. The means of transport are:

- special aircraft;
- economy class flight, also with room for a stretcher if you have to lie down;
- first class train travel and, if necessary, with a sleeper car;
- ambulance.

The Operations Centre will also provide medical or nursing assistance during the return journey if deemed necessary by your doctors.

Europ Assistance shall bear the costs, **up to a maximum of Euro 5,000.00 per claim. However, the final decision is made by the Operations Centre**

B) ACCIDENT COVER

The cover is due following an accident suffered during the performance of amateur sports activities on the snow, exclusively within the VIALATTEA skiable area, for which the ski pass is valid, and provided that a report is drawn up in real time by the piste rescue service with the dynamics and significant data of the accident.

- **REIMBURSEMENT FOR TOBOGGANING**

If you have an accident which, in view of your state of health, requires **rescue** on the pistes, Europ Assistance will only reimburse **the ordinary costs of rescue** which occur when using a **toboggan, up to a maximum amount of Euro 250.00 per Insured Person/ski pass.**

- **REIMBURSEMENT OF EMERGENCY MEDICAL EXPENSES**

If, as a result of an accident, you incur emergency medical expenses at medical facilities, Europ Assistance shall reimburse them within **the maximum amount of Euro 500.00.**

Note! This cover includes a Deductible. See the article “Limitation of Cover” in Section II

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- **SENDING AN AMBULANCE TO AN ITALIAN FACILITY**

If you need an ambulance following an accident, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

Limit of Liability

- Euro 20.00 for each transport whose total distance (round trip) is equal to or less than 5 km;
- Euro 35.00 for each transport whose total distance (round trip) is between 5 km and 30 km;
- Euro 0.64 for each km over 30 km.

Any expenses incurred in transporting the injured person to locations other than the nearest medical centre shall be borne in full by the Insured Person.

- **RESCUE AND AMBULANCE TRANSPORT COSTS ON FOREIGN PISTES IN THE VIALATTEA (ONLY MONGINEVRO)**

Europ Assistance shall bear the costs for piste rescue services **up to a maximum of Euro 300.00** and ambulance transport **up to a maximum of Euro 50.00**.

Note! This cover includes a Deductible. See the article "Limitation of Cover" in Section II

- **HELICOPTER RESCUE AND RECOVERY COSTS ON FOREIGN PISTES IN THE VIALATTEA (ONLY MONGINEVRO)**

If **you** suffer **an accident** during amateur sporting activity in the snow for which, in view of your serious health condition, you must **take** urgent action with a **helicopter**, Europ Assistance shall reimburse you for the ordinary costs of helicopter rescue and recovery carried out by civil and military rescue organisations or specialised public and private organisations. Europ Assistance shall reimburse such expenses **within the limit of liability of Euro 1,000.00 per claim**.

Note! This cover includes a Deductible. See the article "Limitation of Cover" in Section II

- **REIMBURSEMENT OF THE COST OF THE SKI PASS (valid only for holders of ski passes lasting more than 4 consecutive days)**

If an Accident, involving a fracture and/or special injury such as to prevent you from skiing, even temporarily, occurs within the skiable area while you are engaged in amateur snow sports and for which the piste rescue service has intervened, Europ Assistance shall reimburse you for the days of ski passes previously paid for and not used, for the period in which you are unable to engage in amateur snow sports, as proven by the relevant medical certification.

It is a precondition for the validity of the cover that the ski pass is not used, even casually, after the date of the accident.

Any unused ski passes must be handed over to Europ Assistance, which may exercise its right of subrogation.

Please Note!

This Cover includes a Deductible. See the Article "Limitation of Cover" in Section II.

- **REIMBURSEMENT OF SPORTS EQUIPMENT HIRE (valid only for holders of ski passes lasting more than 4 consecutive days)**

If an accident, as certified by a doctor, occurs within the skiable area while you are engaged in amateur sporting activity on the snow and for which the piste rescue service has intervened, Europ Assistance reimburses you for the costs of any sports equipment rental already paid for and not used, for the period of validity of the ski pass.

Europ Assistance reimburses you **Euro 30.00 per day for a maximum of 5 remaining days for the rental of sports equipment, provided that it is rented with a valid, registered receipt**.

By way of partial derogation from Article 1912 of the Italian Civil Code, accidents caused by the following natural disasters are also indemnifiable:

- earthquakes, volcanic eruptions, floods and inundations.

C) **SKIERS' THIRD-PARTY COVER**

Europ Assistance insures the risk arising from the performance of amateur sporting activities in the snow, **exclusively within the skiable area which is equipped and open to the public at VIALATTEA**, and undertakes, **within the limit of liability of Euro 250,000.00 per claim and per event**, to settle the sums that you have to compensate (capital, interest and expenses) following your accident that has caused physical and direct physical damage to third parties for which there has been involvement of the **piste rescue service (with issue of a report)**.

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In the event that you have caused, in addition to the physical damage referred to above, also material and direct damage related to the destruction or deterioration of material assets of the same third parties, the Cover shall indemnify you for this damage **up to the sub-limit of Euro 10,000.00 per claim and per event.**

Please Note!

The Cover includes coinsurance. See the Article "Limitation of Cover" in Section II.

Cover is provided on a second-risk basis if the insured/third party has other policies in force that provide for reimbursement of the same losses. Any damages will be indemnified net of other reimbursements.



Where does the Cover apply?

Article 13 - TERRITORIAL EXTENSION

The Cover applies to claims occurring in the ski areas which are equipped and open to the public at VIALATTEA for which you are authorised by ski pass during the period of validity of the ski pass.



When does the cover begin and end?

Article 14 - COMMENCEMENT AND DURATION

The insurance cover is valid for the same period as the ski pass and ends when the pass expires.

SECTION II - RISKS EXCLUDED AND LIMITATIONS OF COVER



What is not insured?

Article 15 - EXCLUSIONS

- **GENERAL EXCLUSIONS VALID FOR ALL COVER**

There is an exclusion of claims caused by or as a consequence of:

- a. war, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;
- b. strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- c. wilful misconduct (including wilful misconduct of persons for whom you are liable under the law);
- d. off-piste skiing;
- e. abuse of alcohol, psychotropic drugs, use of narcotics and hallucinogens;
- f. a blood alcohol level of 0.5 grams/litre or more;
- g. participation in competitive events for any reason whatsoever, including training for such competitions, with the sole exception of non-professional amateur giant slalom and special slalom competitions and without prize money;

Anything not specifically indicated in the article "Subject-matter of Insurance".

- **EXCLUSIONS RELATED TO INDIVIDUAL COVER**

- B) ACCIDENT COVER**

There is an exclusion of claims caused by or as a consequence of:

- a. attempted suicide, suicide, self harm;

The following are also excluded:

- b. healthcare services provided by doctors or paramedics who are not licensed to practise under the applicable legal provisions;
- c. the consequences of surgery, examinations and medical treatment not necessitated by an accident.

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C) SKIERS' THIRD-PARTY COVER

With particular reference to Skier's Liability Cover, the following are also excluded:

- a. all indirect damages;
- b. all damage other than physical and material damage;
- c. all damage resulting from the ownership, possession, use and driving of motor vehicles;
- d. all damage arising from the possession of toxic or radioactive substances and from ground, air and water pollution;
- e. claims for which you have made any kind of settlement with the injured party without the prior approval of Europ Assistance, including recognition of partial or total liability.



Are there any limits on cover?

Article 16 - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance. Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance. For further details you can visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: **Syria, North Korea, Iran, Venezuela, Belarus, Russia, Burma (Myanmar), Afghanistan** and the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.**

Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

Article 17 - LIMITATIONS OF COVER

A) ASSISTANCE COVER

• LIMITATION OF LIABILITY

Europ Assistance will not compensate the following damage:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- as a result of any other fortuitous and unpredictable circumstances.

Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.

B) ACCIDENT COVER

REIMBURSEMENT OF EMERGENCY MEDICAL EXPENSES

• DEDUCTIBLE

Europ Assistance, in the event of a claim, will apply a Deductible of Euro 50.00 per claim.

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RESCUE AND AMBULANCE TRANSPORT COSTS ON FOREIGN PISTES IN THE VIALATTEA (only MONGINEVRO)

- **DEDUCTIBLE**

For RESCUE COSTS only, Europ Assistance, in the event of a claim, **will apply a Deductible of Euro 60.00 per claim.**

HELICOPTER RESCUE AND RECOVERY COSTS ON FOREIGN PISTES IN THE VIALATTEA (only MONGINEVRO)

- **DEDUCTIBLE**

Europ Assistance, in the event of a claim, **will apply a Deductible of Euro 60.00 per claim.**

REIMBURSEMENT OF THE COST OF THE SKI PASS

- **DEDUCTIBLE**

Europ Assistance, in the event of a claim, **will apply a Deductible:**

- **Euro 30.00 for multi-day ski passes from 5 to 8 consecutive days;**
- **Euro 50.00 for multi-day ski passes from 9 to 15 consecutive days;**

C) SKIERS' THIRD-PARTY COVER

- **PERSONS NOT CONSIDERED TO BE THIRD PARTIES**

The following persons are not considered to be third parties: the insured person's spouse/cohabiting partner/civil union partner, parents, children of the Insured Person and any other relative or relative-in-law living with him/her.

- **COINSURANCE**

Europ Assistance, in the event of damage to third-party persons and third-party property, shall provide compensation for damages subject to the application of a 10% deductible with a minimum of Euro 500.00.

SECTION III - OBLIGATIONS OF THE INSURED AND EUROP ASSISTANCE



What obligations do you have and what obligations does the company have?

Article 18 - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

A) ASSISTANCE COVER

In case of an Event, you must immediately call the Operations Centre on:

(+39) 02.58.24.05.73 valid for calls from Italy and abroad.

If you are unable to call the Operations Centre immediately because you are unable to do so, you must call as soon as possible and in any case always before taking any personal action.

If you do not call the Operations Centre, Europ Assistance may decide not to provide you with Assistance. In this case, Article 1915 of the Italian Civil Code applies.

B) ACCIDENT COVER

In the event of a claim, after immediate telephone contact with the Sestrieres S.p.A. Operations Centre on the numbers 0122.799.414 - 0122.799.415, the Insured Person shall make a report within and no later than sixty days from the occurrence of the claim, by accessing the portal <https://sinistrionline.europassistance.it> following the instructions (or by directly accessing the website www.europassistance.it in the claims section)

or

*giving written notice to **Europ Assistance Italia S.p.A. - Via del Mulino no. 4 -20057 Assago (MI)**, indicating on the envelope "**Claims Settlement Office - Medical Expenses Reimbursement (Ufficio Liquidazione Sinistri - Rimborso spese medici)**" and sending the following by post:*

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- name, surname, address, telephone number;
- a medical or first aid certificate issued at the scene of the accident stating the injury suffered or the medical diagnosis certifying the type and manner of the accident suffered;
- in the case of hospitalisation, a true copy of the original of the medical record;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- copy of the report or equivalent document issued by the piste rescue service;
- original ski pass and/or ski equipment payment invoice;
- number of ski pass.

In order to settle the claim, Europ Assistance may subsequently request additional documentation which the Insured Person must provide.

Failure to comply with this obligation may result in the total or partial loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.

C) SKIERS' THIRD-PARTY COVER

In the event of a claim, you must **file a report no later than 10 days** after the occurrence of the claim or after you became aware of it. To report the event:

- **access the portal <https://sinistrionline.europassistance.it> or the website www.europassistance.it** (in the "open or check a claim") and following the instructions

or

- **write a registered letter to Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI); On the envelope write "Claims Settlement Office - Skier's Third-Party Cover".**

In the complaint you must indicate:

- name, surname, address, telephone number;
- number of ski pass;
- the circumstances of the event;
- a detailed description of the facts that led to the damage to third parties;
- copy of the report or equivalent document issued by the piste rescue service or intervening authority;
- any claim for damages by the injured third party;
- medical certificate or statement indicating the injuries sustained by the injured party.

For the management of claims regarding all types of Cover:

Europ Assistance may ask you for other documents needed to assess the claim. You are obliged to give them.

If you fail to comply with the obligations relating to reporting the claim, you may lose your right to compensation/assistance.

This is established by Article 1915 of the Italian Civil Code.

Article 1915 of the Italian Civil Code: the article explains what happens to the Insured if they do not report the claim to their insurer in time.

The insurer is required to compensate the Insured for an amount equal to the damage sustained by the insured.

If the Insured deliberately behaves in such a way as to cause or aggravate the damage, the insurer may not pay for said. If the Insured unintentionally causes or aggravates the damage, the insurer may pay less.

Article 19 -CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE

A) ASSISTANCE COVER

• PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim and your state of health from their obligation to maintain professional secrecy with Europ Assistance.

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B) ACCIDENT COVER

• PAYMENT OF COMPENSATION

After receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the Compensation/Reimbursement owing to you and notify you.
Europ Assistance will pay you within 20 days from this notification.

In the event of death before Europ Assistance has paid the compensation/reimbursement, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the compensation/reimbursement by giving Europ Assistance the documentation required under the Article "Obligations of the Insured in the event of a Claim".

• ASSESSMENT OF DAMAGE - INFORMAL ARBITRATION

The amount you are paid is calculated according to the rules set out in the previous articles.

If you disagree with the medical assessments leading to the calculation of damages, you may appoint a doctor of your choice in writing. Europ Assistance will appoint its own doctor. The two doctors will meet at the Forensic Medicine Institute in the municipality closest to your residence.

If the doctors indicated by you and Europ Assistance do not agree on the appointment of the third doctor, the Medical Board with jurisdiction over the place where the Board meets shall make the appointment.

You and Europ Assistance each pay for your own doctor and split the third party's part equally between you.

The Medical Board will make decisions by majority vote and will be binding on all parties involved. The decisions taken by the Board will be recorded in minutes. Your doctor will have a copy.

The decisions of the Board are valid even if one of the doctors refuses to sign the minutes. Such a refusal is in any case recorded in the minutes.

You can in any case apply to the judicial authorities.

REIMBURSEMENT OF THE COST OF SKI PASSES AND SPORTS EQUIPMENT HIRE

• CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE

Following the evaluation of the documentation received, Europ Assistance, within the limits of the limits set forth in the Policy, will reimburse you an amount equal to:

- **the cost of unused ski pass days;**
- **the cost of hiring sports equipment for the days not taken.**

• PAYMENT OF REIMBURSEMENT

Europ Assistance, after receiving the necessary documentation, after verifying the operability of the Cover and after making the necessary checks, shall determine the Reimbursement that is due, notify the parties concerned, and make payment, net of any deductible, **within 20 days of this notification.**

The currency in which reimbursements are paid is the euro.

Reimbursements for expenses incurred in countries which are not part of the European Union or which belong to the European Union and which do not have the euro as their currency, shall be paid by Europ Assistance by converting the amount of such expenses into euros. Europ Assistance calculates reimbursement based on the value of the euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

In the event of death before Europ Assistance has paid the reimbursement, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the reimbursement by giving Europ Assistance the documentation required under the article "Obligations of the Insured Person in the event of a Claim".

C) SKIERS' THIRD-PARTY COVER

• MANAGEMENT OF DISPUTES AND DEFENCE COSTS

Europ Assistance assumes, insofar as it has an interest, the management of disputes on your behalf, both out-of-court and in court, whether civil or criminal. Europ Assistance appoints, if necessary, lawyers or technicians and avails itself of all rights or actions to which you are entitled. **You must cooperate to enable these disputes to be handled and you must personally appear in court if the procedure requires it. Europ Assistance is entitled to recover from you the loss it incurs if you fail to comply with these obligations. Europ Assistance shall pay the costs of resisting an action brought against you, up to a quarter of the policy limit for the loss or damage to which the claim relates. If the amount owed to the injured party exceeds this limit of liability, the costs are divided between you and Europ Assistance in proportion to respective interests.**

Europ Assistance does not recognise the costs you incur for lawyers or technicians who are not appointed by Europ Assistance itself and does not pay fines, penalties or criminal court costs.

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- **CO-EXISTENCE OF THIRD-PARTY COVER**

In the event that another insurance cover exists and is in force covering your Third-Party Liability for the same risk, the Third-Party Liability cover of this Policy operates on a second-risk basis.

- **PAYMENT OF COMPENSATION**

Europ Assistance, after receiving the necessary documentation, after verifying the effectiveness of the Cover and after making the appropriate checks, shall determine the amount of the Compensation that is due, notify the parties concerned, and make the payment, net of the foreseen overdraft, **within 20 days of this notification.**

The currency in which the compensation is paid is the euro.

Compensation for expenses incurred in countries which are not part of the European Union or which belong to the European Union and which do not have the euro as their currency, shall be paid by Europ Assistance by converting the amount of such expenses into euros. Europ Assistance calculates the compensation based on the value of the euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

HOW TO REQUEST ASSISTANCE

To receive Assistance, you can telephone the Operations Centre of Europ Assistance, which is available 24 hours a day. The Operations Centre will give you all information or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

**IMPORTANT: do not take any initiative without first consulting the Operations Centre, calling the number:
(+39) 02.58.24.05.73**

You must provide the following information:

- Type of intervention required;
- name and surname;
- address of your location;
- telephone number.

If you are unable to telephone the Operations Centre, you may send: a fax to the number 02.58477201

Europ Assistance must process your personal data in order to provide the Cover indicated in the Terms and Conditions of Insurance and, as stated in Regulation (EU) 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By telephoning or writing to Europ Assistance, you freely give your consent to the processing of your personal data relating to your health as indicated in the privacy notice you received.

COMPLAINTS

Any complaints about the contract or management of claims must be made in writing to: Europ Assistance Italia S.p.A. - Ufficio Reclami - Via del Mulino n. 4 - 20057 Assago (MI); fax: 02.58.47.71.28, certified email: reclami@pec.europassistance.it - email: ufficio.reclami@europassistance.it.

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If you are not satisfied with the outcome of your complaint, or if you have not received a reply within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: ivass@pec.ivass.it, attaching documentation relating to your complaint processed by Europ Assistance to your request. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate:

- indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;
- indicate the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

The form for submitting a complaint to IVASS can be downloaded from www.ivass.it.

Before taking legal action, you can use alternative dispute resolution systems provided by law or conventionally.

- **Mediation:** by contacting a Mediation Body from those listed by the Ministry of Justice, at www.giustizia.it (Law 9/8/2013 no. 98);
- **Assisted negotiation:** by sending a request to Europ Assistance Italia S.p.A. via your lawyer

Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: sinistri@pec.europassistance.it.

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino no. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: to sinistri@pec.europassistance.it. Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation. The foregoing is without prejudice to the right to take legal action.

For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (accessing the website http://ec.europa.eu/internal_market/finnet/index_en.htm).

PRIVACY NOTICE

WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA S.P.A.

Information on data processing for insurance purposes
(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

Personal data is information about a person that enables him or her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations¹ protecting personal data from misuse. Europ Assistance Italia, a Data Controller, complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the **Data Protection Officer** at Europ Assistance Italia Ufficio Protezione Dati Via del Mulino no. 4 - 20057 Assago (MI) or by email to UfficioProtezioneDati@euroDassistance.it

Why Europ Assistance Italia uses your personal data and what happens if you do not provide data or do not authorise its use Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and COVER, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes*:

- to carry out the activity that is foreseen by the Agreement or to provide the SERVICES and COVER; to carry out insurance business, for example proposing and managing the Agreement, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location (geolocation), is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; *automated decision-making processes*² are used in some of the processes of managing SERVICES and COVER[2].
- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including data relating to your health for which you have given your consent, or data relating to criminal offences and convictions, is processed in the legitimate interests of the company and third parties;
- to carry out activities required by law, such as the retention of Policy and claim documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator (IVASS): your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide the SERVICES and COVER.

How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, staff and external parties/companies³, uses personal data that it has obtained from you or from other persons (such as, for example, the Policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app.

For *insurance purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector and other entities that are involved in managing relations with you and or that perform technical, organisational and operational activities⁴

¹ Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

² Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the intervention of an operator regarding the purchase of policies, you may call or write to Customer Service. In relation to Services, you can call the Operations Centre, and in relation to Cover, you can write to the Claims Settlement Office. Contact details are available at www.europassistance.it and in the Policy.

³ In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

⁴ To the Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services. The information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Data Controllers can be found at the premises of such entities (e.g. suppliers) and/or at www.europassistance.it.

PRIVACY NOTICE

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information about the transfer of your personal data outside the European Union by contacting the Data Protection Office. Europ Assistance Italia will not make your personal data available to the public.

How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations.
- Common personal data collected on any occasion (for example when entering into a Policy, requesting a quote) accompanied by consent/refusal to consent to sales promotions and profiling are retained without expiry, as is evidence of relevant changes you make over time to the consent/refusal. You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal terms and conditions that require its retention.
- Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code
- Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.

In general, for all matters not expressly specified, the ten-year retention period indicated in Article 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply.

What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at www.garanteprivacy.it.

How can you exercise your rights to protect your personal data?

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to withdraw the consent given, it being understood that the withdrawal of the consent previously given does not affect the lawfulness of the processing carried out before the withdrawal.

you can write at any time to:

Data Protection Office (Ufficio Protezione Dati) - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI) or by e-mail: UfficioProtezioneDati@europassistance.it

Changes and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future changes to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website www.europassistance.it where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

ANNEX A - GLOSSARY

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Skiable area: the snow-covered area also artificially open to the public consisting of pistes reserved and intended for the practice of snow sports, located within the equipped ski areas as defined by Law 363/2003; Cross-country ski runs/loops with access allowed against payment of a fee are also considered skiable areas.

Insured: the natural person whose interest is protected by the Insurance who has purchased a ski pass within the Policyholder's ski area in ski resorts in Italy.

Amateur snow sports activities: The amateur snow sports activities described below: skiing in its various forms. Snowboarding, cross-country skiing, sledging

Terms and Conditions of Insurance: clauses from the Agreement containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured Person and of Europ Assistance.

Policyholder: **SESTRIERES S.p.A.** with registered office in Piazza Agnelli, 4, 10058 Sestriere (TO) – VAT number and Tax Code 00941880015 which underwrites the policy in favour of third parties and assumes the related charges.

Agreement: the insurance contract between Europ Assistance and the Policyholder, stipulated in favour of customers of the Policyholder, having as its subject matter the Cover described in the Terms and Conditions of Insurance. The Agreement consists of the Rules governing the Agreement in general, the Insurance Terms and Conditions and the Application Form.

Europ Assistance: The insurance company, i.e. Europ Assistance Italia S.p.A. at Via del Mulino no. 4 - 20057 Assago (MI), authorised by decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) and registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108. Europ Assistance is a Generali Group company, registered in the Register of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A..

Deductible: the amount remaining payable by the Insured when the claim is settled.

Cover: the insurance that differs from assistance cover, for which, in the event of a claim, Europ Assistance pays compensation.

Accident: accidental collision between the insured person and a third party during amateur snow sports activities that required the intervention of the piste rescue service at the scene of the accident (which can be documented) and that resulted in objectively ascertainable physical and/or material damage to the third party.

Compensation/Reimbursement: the amount Europ Assistance will pay in the event of a claim.

Accident: an event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is physical injury which may be objectively ascertained, causing death, permanent or temporary disability.

Healthcare Facility: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. **Spas, convalescent and residential homes, and dietary and beauty clinics are not considered to be healthcare facilities.**

Limit of liability/Insured sum: the maximum amount paid by Europ Assistance in the event of a claim.

Application Form: the document signed by the Insured Person and containing his/her personal details, the amount of the premium due from him/her and the duration of the Policy.

Rules governing the Agreement in general: Clauses of the Agreement governing the obligations of the Policyholder and Europ Assistance.

Policy: the document consists of the Insurance Terms and Conditions and the Application Form.

Premium: the sum owing to Europ Assistance.

Benefit/Service: assistance provided in kind, i.e., the help that must be provided to the Insured, at the time of need, by Europ Assistance through the Operations Centre.

Reimbursement: the amount paid by Europ Assistance to the injured third party in the event of a claim.

Risk: the probability of the claim occurring.

Coinsurance: the part of the amount of the damage, expressed as a percentage, which must be borne by the Insured with a minimum expressed in absolute value.

Event: the occurrence of the harmful event for which the insurance benefit/cover is recognised.

Piste rescue service: the civil or military rescue organisation or the specialised public or private body duly authorised to provide rescue service to the Insured Person at the scene of the accident, which issues the relevant intervention report.

Operations Centre: the centre of Europ Assistance Italia S.p.A. - Via del Mulino no. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, every day of the year, providing telephone contact with the Insured, and the organisation and provision of the Assistance services provided for in the Terms and Conditions of Insurance.