

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

### What type of insurance is it?

This policy provides assistance benefits for injuries you suffer while carrying out amateur sports activities on the snow, insures you for the case of damage involuntarily caused to third parties during the performance of the same and reimburses you for the case of failure to use the ski pass and for any rental of sports equipment that you have already paid for and that you cannot use due to the injury.



#### What is insured?

- ✓ Warranty Assistance provides the benefit of Return to home from the place of treatment that you can request following an injury, suffered by you during the performance of amateur sports activities on the snow exclusively within the ski area, for which rescue intervention on the slopes occurred.
- ✓
- ✓ Insurance for expenses following an accident due to an injury sustained while carrying out amateur snow sports activities, exclusively within the VIALATTEA and BARDONECCHIA ski area, for which the ski pass is valid and provided that the report with the dynamics and significant data of the accident is drawn up in real time by the Rescue on the slopes. The following guarantees are also provided: Tobogganing; Transfer to an approved medical centre by ambulance on an Italian facility; Emergency medical expenses; Reimbursement of costs for rescue and transport by ambulance on foreign slopes of the Vialattea (only Monginevro); Reimbursement of costs for rescue and rescue by helicopter on foreign slopes of the Vialattea (only Monginevro); Reimbursement of the cost of the ski pass; Reimbursement of the rental of sports equipment.
- ✓ Skier's Civil Liability Insurance  
Europ Assistance insures the risk arising from the performance of amateur snow sports activities, exclusively within the ski area and undertakes, within the Maximum Limit of Euro 250,000.00 per claim and per event, to settle the sums you must reimburse (capital, interest and expenses) following an accident of yours that has caused physical, material and direct damage to third parties for which rescue has intervened on the slopes (with the issue of a report).  
If, in addition to the physical damages mentioned above, you have also caused material and direct damages related to the destruction or deterioration of material goods owned by the same third parties, the Guarantee, within the sub-maximum of Euro 10,000.00 per claim and per event, will also indemnify you for these damages.



#### What is not insured?

- ✗ General exclusions that apply to all warranties:  
The following are excluded: damage caused by or resulting from: war, earthquakes, atmospheric phenomena having the characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles; strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism; fraud (including fraud by persons for whom you are responsible by law); off-piste skiing; abuse of alcohol, psychotropic drugs, use of narcotics and hallucinogens; a blood alcohol level equal to or greater than 0.5 grams/litre; participation in competitive competitions of any kind, including training for these competitions, with the sole exception of amateur non-professional giant and special slalom competitions without cash prizes; damages not reported by the Sestrieres Operations Centre and all damages not proven and documented with the exception of those occurring in the Monginevro area; everything that is not expressly indicated in the art. "Object of the Insurance".
- ✗ INSURANCE expenses following ACCIDENT:  
The following are excluded: accidents caused by or resulting from: attempted suicide, suicide, self-harm; medical services performed by doctors or paramedics not authorised to carry out the activity in accordance with the provisions of the law in force; the consequences of surgical interventions, examinations and medical treatments not made necessary by an accident.
- ✗ SKIER'S CIVIL LIABILITY INSURANCE  
The following are excluded: all indirect damages; all damages that are not physical and material; all damages arising from the ownership, possession, use and driving of motor vehicles; all damages arising from the possession of toxic or radioactive substances and from pollution of the soil, air and water; claims for which you have made transactions of any kind with the injured party without the prior approval of Europ Assistance, including the recognition of partial or total liability.



#### Are there any coverage limits?

- ! EFFECT OF INTERNATIONAL SANCTIONS ON COVERAGE INSURANCE (valid for all Guarantees) Europ Assistance Italia SpA is not required to:
  - provide insurance coverage,
  - pay the claimsif this exposes it to any sanctions, prohibitions or restrictions that come from "INTERNATIONAL SANCTIONS".  
This article shall prevail over any other article contained in the Insurance Conditions.  
In any case, check the updated list of sanctioned countries at the link: <https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>  
  
If you are a "United States Person" and you are in Cuba or Venezuela, to benefit from insurance coverage you must demonstrate to Europ Assistance Italia SpA that you are in Cuba or Venezuela in compliance with US laws.  
Without authorization for your stay in Cuba or Venezuela, Europ Assistance Italia SpA cannot provide insurance coverage.
- ! The insurance is valid only under the following conditions: that rescue services intervene on the slopes at the site of the accident and that rescue is activated by the Operations Centre at the numbers 0122.799414 – 0122.799415, with the exception of accidents that occur on Monginevro.
- ! ASSISTANCE WARRANTY  
Europ Assistance does not compensate for damages: caused by the intervention of the Authorities of the Country in which the assistance is provided; resulting from any other fortuitous and unforeseeable circumstance.  
It should also be noted that the operation of the services is in any case subject to the limitations and provisions imposed by the government, local and sanitary.

**! INSURANCE of expenses following an ACCIDENT or REIMBURSEMENT OF EMERGENCY MEDICAL EXPENSES**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 50.00 per accident.

**REIMBURSEMENT OF RESCUE COSTS AND AMBULANCE TRANSPORT ON FOREIGN SLOPES OF THE VIALATTEA (only MONGINEVRO)**

For RESCUE EXPENSES only, in the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 60.00 per accident.

**REIMBURSEMENT OF HELICOPTER RESCUE AND RESCUE EXPENSES ON FOREIGN TRACKS OF THE VIALATTEA (MONGINEVRO only)**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 60.00 per accident.

**REFUND OF THE COST OF THE SKIPASS**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a Deductible:

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

**C) CIVIL LIABILITY GUARANTEE FOR SKIERS AND PERSONS NOT CONSIDERED THIRD PARTIES**

The following are not considered third parties: the spouse/common-law partner/civil union partner, parents, children of the Insured as well as any other relative or in-law living with him/her.

- discovery



**Where is the coverage valid?**

- ✓ The Guarantees are valid for Accidents that occur in equipped ski areas including transport on ski lifts and open to the public of the VIALATTEA and BARDONECCHIA for which you are entitled to the ski pass during the period of validity of the same, with the exception of what is reported in Art. "EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE".



**What obligations do I have?**

**When you sign the contract:** You are required to make true, accurate and complete statements.

Untrue, inaccurate or uncommunicated declarations may result in the total or partial loss of the right to compensation/reimbursement/provision of assistance benefits, as well as the termination of insurance pursuant to articles 1892, 1893, 1894 of the Civil Code.

**Under contract:** you are required to communicate any changes that lead to an increase in risk. Failure to communicate may result in the total or partial loss of the right to compensation/reimbursement/provision of assistance benefits, as well as the termination of the insurance pursuant to Art. 1898 CC

**In case of accident:** you are required to communicate in writing to Europ Assistance Italia SpA the existence of other insurance policies you have subscribed to with the same characteristics as this one (art. 1910 CC) and to respect the terms for reporting the claim.



**When and how do I pay?**

The premium must be paid in a single solution at the time of joining the Policy which must take place at the same time as purchasing the ski pass. The premium includes taxes.



**When does coverage begin and when does it end?**

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



**How can I cancel the policy?**

The policy does not provide for cancellation as it is a policy without automatic renewal upon expiration. Furthermore, the following is provided:

**Distance selling:** You can exercise the right of withdrawal within 14 days from the date of conclusion of the contract by writing a registered letter with return receipt to Europ Assistance, without prejudice to the right of Europ Assistance to withhold the premium instalment corresponding to the period in which the contract took effect. Withdrawal does not apply to policies lasting less than one month.

**Withdrawal in case of accident:** You can withdraw from the policy after each claim, reported according to the methods indicated in the policy itself and up to the 60th day from the payment or refusal of the same, by writing a registered letter with return receipt to Europ Assistance. The withdrawal will be effective 30 days after the day of receipt of your communication. In the following fifteen days Europ Assistance will reimburse you, net of tax, the portion of the premium relating to the period of risk not incurred. Europ Assistance can also exercise the right to withdraw from the policy after a claim with the same notice as thirty days.

## Damage insurance to cover risks for amateur snow sports activities

### Additional pre-contractual information document for damage insurance products (Additional DIP Damage)



**Product: “ VIALATTEA – Noproblem Skis - Mod. 23233” Last  
update date of the additional DIP Damage: 10.02.2025**

#### Scope

This document contains additional and complementary information to that contained in the pre-contractual information document for damage insurance products (DIP Danni), to help the potential policyholder understand the characteristics of the product in more detail, with particular regard to insurance coverage, limitations, exclusions, costs and the financial situation of the company.

The policyholder must read the insurance conditions before signing the contract.

#### Society

**Europ Assistance Italia SpA**, Via del Mulino, n.4 – 20057 Assago (MI) - tel. 02.58.38.41 -www.europassistance.it- e-mail:servizio.clienti@europassistance.it - pec:[EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it).

Registered in Section I of the Register of Insurance and Reinsurance Companies at no. 1.00108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups - Single-member company subject to the management and coordination of Assicurazioni Generali SpA

With reference to the latest financial statement approved at 12/31/2023, the Company's net assets amount to Euro 96,367,818 and the economic result for the period amount to Euro 17,794,765.

The solvency ratio, referred to damage management, is 142.5% as reported in the Solvency and Condition Report financial statement of the company available on the website at the following

link:<https://www.europassistance.it/impresa/bilancio>, where it will be possible to consult subsequent updates relating to the financial situation

The contract is governed by Italian law.

#### Product



#### What is insured?

There is no further information than that provided in the damage DIP



#### What is NOT insured?

##### Excluded risks

There is no further information than that provided in the damage DIP.



#### Are there any coverage limits?

There is no further information than that provided in the damage DIP.



#### Who is this product for?

Policy suitable for customers who purchase a daily or multi-day ski pass, from 1 day up to more than 8 days, wishing to insure themselves in the event of health care, accidents and civil liability in the event of damage to third parties.



## What costs do I have to bear?

**brokerage costs:** the average share received by the intermediary(ies) is equal to 37.00%

## HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

<b>To the insurance company</b>	<p>You can forward any complaints regarding the contractual relationship or the management of claims, including a detailed description of the events, the number of the policy or the claim in question and any information that may help identify the contractor or the insured (such as tax code, name, surname, contact details, etc.), by writing to Europ Assistance Italia SpA – c/o Complaints Office by:</p> <ul style="list-style-type: none"> <li>– Post office: Via del Mulino, 4 – 20057 Assago (MI);</li> <li>– Fax: 02.58.47.71.28</li> <li>– Pec: <a href="mailto:complaints@pec.europassistance.it">complaints@pec.europassistance.it</a> (enabled to receive messages only from Certified Electronic Mail - PEC boxes)</li> <li>– E-mail: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul> <p>Europ Assistance Italia SpA will respond to your complaint within 45 days of receipt. as required by law.</p>
<b>At IVASS</b>	<p>If you are not satisfied with the outcome of your complaint or if you have not received a response from Europ Assistance Italia SpA within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Consumer Protection Service - via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified email: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>, attaching to your request the documentation relating to the complaint handled by Europ Assistance.</p> <p>In the complaint you must indicate:</p> <ul style="list-style-type: none"> <li>• name, surname and address of the complainant, with telephone number if applicable;</li> <li>• identification of the subject or subjects whose actions are being complained about;</li> <li>• brief and exhaustive description of the reason for the complaint;</li> <li>• copy of the complaint submitted to the insurance company and any feedback provided by the latter;</li> <li>• any document useful for describing the relevant circumstances more fully.</li> </ul> <p>You can find the form for submitting a complaint on the IVASS website, at <a href="http://www.ivass.it">www.ivass.it</a>.</p>
<b>BEFORE APPROACHING THE JUDICIAL AUTHORITY</b> , it is possible to use alternative dispute resolution systems, such as:	
<b>Mediation</b>	<p>By contacting a Mediation Body among those present in the list of the Ministry of Justice, available on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Law 9/8/2013, n. 98).</p>
<b>Negotiation assisted</b>	<p>By request of your lawyer to Europ Assistance Italia SpA</p>
<b>Other alternative dispute resolution systems</b>	<p><b>Insurance disputes regarding the determination and estimation of damages under damage risk policies (where provided for in the Insurance Conditions).</b></p> <p>In the event of a dispute relating to the determination and estimate of damages, it is necessary to resort to the contractual appraisal where provided for by the policy conditions for the resolution of this type of dispute. The request for activation of the contractual appraisal or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email to the address <a href="mailto:addresssinistri@pec.europassistance.it">addresssinistri@pec.europassistance.it</a>.</p> <p>If the disputes are in the context of damage risk policies for which the contractual appraisal has already been carried out or which are not related to the determination and estimate of damages, the law provides for mandatory mediation, which constitutes a condition of admissibility, with the option of resorting to assisted negotiation beforehand.</p> <p><b>Insurance disputes on medical matters (where provided for in the Insurance Conditions).</b></p> <p>In the event of disputes relating to medical issues related to accident or illness policies, it is necessary to resort to arbitration where provided for by the policy conditions for the resolution of this type of dispute. The request for activation of the contractual assessment or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email to the address <a href="mailto:addresssinistri@pec.europassistance.it">addresssinistri@pec.europassistance.it</a>.</p> <p>If the disputes are in the context of accident or health insurance policies for which arbitration has already been carried out or which do not concern medical issues, the law provides for mandatory mediation, which constitutes a condition for admissibility, with the option of resorting to assisted negotiation beforehand.</p>

	<p>The right to appeal to the Judicial Authority remains intact.</p> <p>To resolve cross-border disputes you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the website <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a>).</p>
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TAX REGIME	
<p><b>Tax treatment applicable to the contract</b></p>	<p>For IRPEF purposes, only in the case of death and/or permanent disability of not less than 5%, the portion of the premium actually paid and not reimbursed relating to the guarantee is deductible from the gross tax at a rate of 19% if not already deductible in the determination of your individual income (letter f, paragraph I, art. 15 TUIR).</p> <p><b>The tax rates relating to the branches of the Guarantees provided for in the Policy are as follows:</b></p> <ul style="list-style-type: none"> <li>- Disease (R02): 2.50%</li> <li>- General RC (R13): 22.25%</li> <li>- Financial losses (R16): 21.25%</li> <li>- Assistance (R18): 10.00%</li> </ul> <p>For the tax treatment applicable to the Policy with Contracting Persons resident in the Vatican City State or the Republic of San Marino, please refer to the tax legislation in force in those territories.</p>

<p><b>FOR THIS CONTRACT, THE COMPANY HAS AN INTERNET AREA RESERVED FOR THE CONTRACTOR/INSURANCE (SO-CALLED HOME INSURANCE), THEREFORE AFTER SUBSCRIPTION YOU WILL BE ABLE TO CONSULT THIS AREA AND USE IT TO MANAGE THE CONTRACT ELECTRONICLY.</b></p>
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Europ Assistance Italia SPA



## “VIALATTEA – Ski Noproblem”

Insurance Conditions relating to Convention no. 41743Q stipulated  
between

**Europ Assistance Italia SpA** with registered office in Via del Mulino, n. 4 - 20057 Assago (MI) – Company authorised to provide insurance, with decree of the Ministry of Industry, Trade and Crafts n. 19569 of 2 June 1993 (Official Journal of 1 July 1993 n. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies at n. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali SpA

(hereinafter referred to as Europ Assistance)

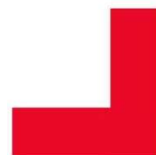
And

**SESTRIERES SpA** with headquarters in Piazza Agnelli, n. 4 - 10058 Sestriere (TO) – VAT and Tax Code 00941880015

(hereinafter for brevity – Contractor)

**YOU CAN AGREE TO THE GUARANTEES DESCRIBED IN THE INSURANCE CONDITIONS VOLUNTARILY IF YOU SIGN THE MEMBERSHIP FORM.**

Edition 10.02.2025



## Conditions of Insurance Form 23233

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## Conditions of Insurance Form 23233

### GENERAL INSURANCE CONDITIONS FOR THE INSURED Art. 1. -

#### OTHER INSURANCE

For the same Risk you can be insured with different insurance companies.

**If a Claim occurs, you must inform all insurance companies with which you are insured for the same Risk and, among these, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, art. 1910 of the Civil Code applies.**

*Article 1910 of the Civil Code aims to avoid the case in which the Insured, who has multiple insurance policies for the same Risk with different insurance companies, receives a total sum greater than the damage suffered. For this reason, the Insured, in the event of a claim, must inform each insurance company of all the insurance policies taken out with the others, for the same Risk.*

### Art. 2. - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For everything that is not provided for in the Policy and for all rules of jurisdiction and/or competence of the judge, Italian law applies.

### Art. 3. - LIMITATION PERIODS

**All your rights towards Europ Assistance expire within two years from the date of the Claim. In civil liability insurance, the two years start from the day on which the injured party has requested Compensation from you or has sued you to obtain it. In this case, art. 2952 of the Civil Code applies.**

**For guarantees other than Assistance in the event of a claim being opened and legal proceedings pending, you are required to interrupt the limitation periods in writing.**



## Conditions of Insurance Form 23233

It should be noted that the pendency of legal proceedings is not considered a cause for suspension of the statute of limitations.

*E.g.: if the Insured reports a Claim after the maximum term of two years established by the Civil Code, he/she will not be entitled to compensation.*

### **Art. 4. - PAYMENT CURRENCY**

In Italy you receive the Compensation in Euro. If you request the Compensation for expenses incurred in countries that are not part of the European Union or belonging to the European Union, but that do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of the expenses you have had 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 is issued.

### **Art. 5. - WITHDRAWAL IN THE EVENT OF A CLAIM**

**After each claim report and up to the 60th day from payment or refusal of payment, you can withdraw from the Policy by writing a registered letter with return receipt to Europ Assistance. The withdrawal is effective 30 days after the day in which Europ Assistance received your registered letter with return receipt. In the following fifteen days, Europ Assistance will refund you the portion of the premium relating to the period of risk not incurred, withholding taxes.**

**Europ Assistance may also exercise the right to withdraw after an accident with ninety days' notice. The collection or payment of premiums that have fallen due after you have reported a claim or any other act by you or by Europ Assistance cannot be interpreted as a waiver of the right to withdraw. Europ Assistance undertakes to terminate the management of claims in progress on the effective date of withdrawal and the management of claims that occur before withdrawal and reported after the same provided that this is within the terms set out in the article "Obligations of the Insured in the event of an accident" of these Insurance Conditions.**

## Conditions of Insurance Form 23233

### Art. 6. - PRIZE

The daily premium you have to pay based on the type of ski pass purchased is the one below:

WARRANTIES	GROSS PREMIUM (EURO)	of which taxes (Euro)	TOTAL GROSS PREMIUM (EURO) DAILY	of which taxes (Euro)
Assistance (R18)	1.44	0.13	3.50 (per capita)	0.22
Illness (R2)	1.78	0.04		
Skier's Civil Liability (R13)	0.10	0.02		
Pecuniary Losses (R16)	0.18	0.03		

The purchase of the Policy must take place at the same time as the ski pass.

### Art. 7. - TAX CHARGES

The premium also includes taxes that are not dependent on Europ Assistance and that you are required to pay by law.

### Art. 8. - STATEMENTS RELATING TO RISK CIRCUMSTANCES

When you join the Policy you must verify that you have provided true, accurate and complete information. Any significant change in the information provided during the period of validity of the Policy must be immediately communicated to Europ Assistance through the Contractor. If you do not comply with these obligations, you may lose all or part of your right to Indemnity/compensation/provision of Assistance Benefits.

### Art. 9. - AGGRAVATION OF RISK

You are required to communicate to Europ Assistance, through the Contractor, any changes that lead to an increase in risk. Failure to communicate may result in the total or partial loss of the right

to the Compensation/reimbursement/provision of Assistance Benefits, as well as the termination of the insurance pursuant to Art. 1898 of the Civil Code.

## Conditions of Insurance Form 23233

### **Art. 10. -RISK REDUCTION**

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

### **Art. 10 BIS - RIGHT TO CHANGE YOUR MIND**

If the Policy was placed entirely through a call center or website, you can withdraw within 14 days of the conclusion of the contract. You must send written communication to Europ Assistance Italia SpA by registered letter with acknowledgement of receipt or PEC to the following addresses:

- Europ Assistance Italia SpA, Via del Mulino n. 4 – 20057 Assago (MI);
- [EuropAssistancelItaliaSpA@pec.europassistance.it](mailto:EuropAssistancelItaliaSpA@pec.europassistance.it)

Following the communication of reconsideration, the Policy is considered void. any effect from the outset, provided that in the meantime a Claim has not occurred for which you have requested one of the Guarantees provided for by the Policy. In the latter case, the right of reconsideration is excluded.

### **Art. 11. -PROCESSING OF PERSONAL DATA**

When Europ Assistance provides you with the Guarantees, it may become aware of and use the personal data of other people. By subscribing to the Policy, you undertake to inform these people of the Information on data processing and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent formula: "I have read the Information on data processing and I consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the subjects indicated in the information."

## Conditions of Insurance Form 23233

### SECTION I – DESCRIPTION OF WARRANTIES



#### What is insured?

#### Art. 12. -SUBJECT OF THE INSURANCE

##### A) ASSISTANCE WARRANTY

You can request the listed benefits, within the limits indicated, following an injury suffered by you while carrying out amateur snow sports activities.

**exclusively within the VIALATTEA and BARDONECCHIA ski area for which the Slope Rescue team intervened.**

#### PERFORMANCES

##### • RETURN TO HOME FROM THE TREATMENT PLACE

**(valid only for holders of ski passes valid for more than 4 consecutive days)** You can request to return home, when after hospitalization for injury, the doctors of the Organizational Structure together with the doctors on site, decide that you can be transferred to your residence.

Europ Assistance organizes and takes care of the return at the times and with the means most suitable to the situation.

The means of transport are:

- economy class airliner, even with space for a stretcher if you need to lie down;
- first class train and, if necessary, with sleeping car;
- ambulance.

The Organizational Structure also provides medical or nursing assistance during the return journey if your doctors deem it necessary.

Europ Assistance will cover the costs up to a maximum of Euro 5,000.00 per claim.

**The final decision is in any case the one taken by the Organizational Structure.**

## Conditions of Insurance Form 23233

### **B) INSURANCE COVER FOLLOWING ACCIDENT**

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

- **TOBOGGAN**

If during amateur sporting activity on the ski slopes you suffer an injury for which, given your health conditions, the Slope Rescue Service must intervene, Europ Assistance will only cover the ordinary costs of rescue using a toboggan, within the limit of the maximum amount of Euro 250.00 per Insured/ski pass.

- **TRANSFER TO A MEDICAL CENTER WITH AN AMBULANCE ON AN ITALIAN SYSTEM**

If you need an ambulance following an injury, the Facility will transport you by ambulance to the nearest specialized affiliated medical center.

Alternatively, you can request that the transfer to the medical center be made, instead of by ambulance, by taxi, medical car or other equivalent means (possible only if the doctors of the Organizational Structure deem it possible and appropriate).

**Any expenses incurred for the transportation of the Insured to locations other than the approved medical center will be entirely borne by the Insured.**

- **EMERGENCY HEALTH COSTS**

If, following an accident, you have to incur emergency medical expenses at affiliated healthcare facilities, Europ Assistance will cover the expenses up to a maximum of Euro 500.00.

**Attention! The Guarantee includes a deductible. See the art. “limitation of Guarantees” of Section II**

## Conditions of Insurance Form 23233

- **REIMBURSEMENT OF RESCUE COSTS AND TRANSPORT BY AMBULANCE ON FOREIGN SLOPES OF THE VIALATTEA (MONGINEVRO ONLY)**

Europ Assistance reimburses the costs of rescue on the slopes up to a maximum of Euro 300.00, while for transport by ambulance up to a maximum of Euro 50.00.

**Attention!** The Guarantee includes a deductible. See the art. "limitation of Guarantees" of Section II

- **REIMBURSEMENT OF HELICOPTER RESCUE AND RESCUE EXPENSES ON FOREIGN RUNWAYS OF THE VIALATTEA (MONGINEVRO ONLY)**

If during your amateur snow sports activity you suffer an injury for which, given your serious health conditions, a helicopter must intervene urgently, Europ Assistance will reimburse you for the ordinary costs of rescue and helicopter rescue carried out by civil and military rescue organizations or by specialized public and private organizations.

Europ Assistance reimburses these expenses up to a maximum limit of Euro 1,000.00 per claim.

**Attention!** The Guarantee includes a deductible. See the art. "limitation of Guarantees" of Section II

- **REFUND OF THE COST OF THE SKIPASS**

**(valid only for holders of ski passes valid for more than 4 consecutive days)** If an injury, with fracture and/or particular lesions such as to prevent even temporary practice of skiing, occurred within the skiable area while you are carrying out the sporting activity amateur snow sports and for which the Slope Rescue Service intervened, Europ Assistance will reimburse you for the days of the ski pass already paid for and not used, for the period in which you are unable to carry out the amateur snow sports activity, as proven by the relevant medical certificate.

## Conditions of Insurance Form 23233

It is a necessary condition for the validity of the guarantee that the ski pass is not used, even casually, during the period of the accident. The accident must be proven by the relevant medical certificate.

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

### **Attention!**

The Warranty includes a Deductible. See the “Limitations of the Warranties” article in Section II.

### • **SPORTS EQUIPMENT RENTAL REFUND**

**(valid only for holders of ski passes valid for more than 4 consecutive days)** If an accident, resulting from a medical certificate, occurred within the ski area while you are carrying out an amateur sporting activity on the snow and for which the Rescue Service intervened on the slopes, Europ Assistance will reimburse you for the costs of any rental of the sports equipment already paid for and not used, for the period of validity of the ski pass. Europ Assistance will reimburse you up to Euro 30.00 per day for a maximum of 5 remaining days for the rental of the sports equipment provided that it is rented with a regular nominative receipt.

**In partial derogation of Art. 1912 of the Civil Code, injuries caused by the following natural disasters are also compensable:**

- earthquakes, volcanic eruptions, floods and inundations.

### **C) SKIER'S CIVIL LIABILITY INSURANCE**

**The Guarantee is provided in second risk if the Insured has other valid policies that provide for the reimbursement of the same damages. Any damages will be compensated net of other reimbursements.**

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Europ Assistance insures the risk arising from the performance of amateur snow sports activities, exclusively within the equipped and public ski area of VIALATTEA and BARDONECCHIA and undertakes, within the Maximum Cover of Euro 250,000.00 per Claim and per event, to pay the sums you must reimburse (capital, interest and expenses) following an accident of yours that caused direct physical, material and other damage to third parties for which the Rescue Service intervened on the slopes (with the issue of a report).

If, in addition to the physical damages mentioned above, you have also caused material and direct damages linked to the destruction or deterioration of material goods of the same third parties, the Guarantee, within the sub-maximum of Euro 10,000.00 per Claim and per event, will also indemnify you for these damages.

### **Attention!**

The Guarantee provides a Deductible. See the "Limitations of Guarantees" article in Section II.



### Where are the Warranties valid?

#### **Art. 13. -TERRITORIAL EXTENSION**

The Guarantees are valid for Claims that occur in the equipped ski areas including transport on ski lifts and open to the public of VIALATTEA and BARDONECCHIA for which you are authorised by the ski pass during the period of validity of the same with the exception of what is reported in Art. "EFFECT OF INTERNATIONAL SANCTIONS ON THE INSURANCE COVERAGE".



### When does coverage begin and when does it end?

#### **Art. 14. -EFFECTIVE DATE AND DURATION**

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



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### SECTION II – EXCLUDED RISKS AND LIMITATIONS OF WARRANTIES



#### What is not insured?

#### Art. 15. -EXCLUSIONS

##### • GENERAL EXCLUSIONS APPLYING TO ALL WARRANTIES

Damages caused by or resulting from:

- a. war, earthquakes, atmospheric phenomena with characteristics of natural disasters, phenomena of transmutation of the atomic nucleus, radiation caused from the artificial acceleration of atomic particles;
- b. strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- c. fraud (including fraud on the part of persons for whom you are responsible under the law);
- d. off-piste skiing;
- e. abuse of alcohol, psychotropic drugs, use of narcotics and hallucinogens;
- f. a blood alcohol level equal to or greater than 0.5 grams/litre;
- g. participation in competitive competitions of any kind, including training for these competitions, with the sole exception of amateur non-professional giant slalom and special slalom competitions without cash prizes.

Also excluded are:

- h. accidents not reported by the Sestriere Operations Centre and all accidents not proven and documented with the exception of those which occurred in the Monginevro area;
- i. everything that is not expressly indicated in the art. "Object of the Insurance".

##### • EXCLUSIONS RELATING TO INDIVIDUAL WARRANTIES

#### B) INSURANCE COVER FOLLOWING ACCIDENT

Damages caused by or resulting from:

- a. attempted suicide, suicide, self-harm;

Also excluded are:

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- b. healthcare services provided by doctors or paramedics who are not authorised to carry out the activity in accordance with the provisions of the law in force;
- c. the consequences of surgical interventions, examinations and medical treatments not made necessary by accident.

### C) SKIER'S CIVIL LIABILITY INSURANCE

With particular reference to the skier's Civil Liability Insurance, the following are also excluded:

- a. all indirect damages;
- b. all damages that are not physical and material;
- c. all damages arising from the ownership, possession, use and driving of motor vehicles;
- d. all damages resulting from the possession of toxic or radioactive substances and from pollution of soil, air and water;
- e. claims for which you have made transactions of any kind with the injured party without the prior approval of Europ Assistance, including the recognition of partial or total liability.



### Are there any coverage limits?

#### **Art. 16. -EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE**

Europ Assistance Italia SpA is not required to:

- provide insurance coverage,
- pay the claims

if this exposes it to any sanctions, prohibitions or restrictions that come from "INTERNATIONAL SANCTIONS".

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“INTERNATIONAL SANCTIONS” are restrictive measures, i.e. limitations or prohibitions imposed by national and/or international provisions. They are applicable to individuals, groups or entities.

By way of example and not limited to, international sanctions may be adopted by the UN, the European Union, the United States of America, the United Kingdom, and individual nations.

This article shall prevail over any other article which may be contained in these Conditions of Insurance.

In any case, check the updated list of sanctioned countries at the

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

**If you are a “United States Person”** and you are in Cuba or Venezuela, to benefit from insurance coverage you must demonstrate to Europ Assistance Italia SpA that you are in Cuba or Venezuela in compliance with US laws.

Without authorization for your stay in Cuba or Venezuela, Europ Assistance Italia SpA cannot provide insurance coverage.

### **Art. 17. -LIMITATIONS OF WARRANTIES**

#### **• TERMS OF VALIDITY (VALID FOR ALL WARRANTIES)**

The insurance is valid only under the following conditions: that rescue services intervene on the slopes at the site of the accident and that rescue is activated by the Operations Centre at the numbers 0122.799414 – 0122.799415, with the exception of accidents that occur on Monginevro.

### **A) ASSISTANCE WARRANTY**

#### **• LIMITATION OF LIABILITY**

Europ Assistance does not compensate for damages:

- caused by the intervention of the Authorities of the country in which the assistance is provided,
- resulting from any other fortuitous and unforeseeable circumstance.

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It should also be noted that the operation of the services is in any case subject to the limitations and provisions imposed by government, local and health authorities.

### **B) EXPENSE COVER FOLLOWING AN ACCIDENT REIMBURSEMENT OF EMERGENCY MEDICAL EXPENSES**

- **FRANCHISE**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 50.00 per accident.

### **REIMBURSEMENT OF RESCUE COSTS AND TRANSPORT BY AMBULANCE ON TRACKSFOREIGNERS OF THE VIALATTEA (only MONGINEVRO)**

- **FRANCHISE**

For RESCUE EXPENSES only, in the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 60.00 per accident.

### **REIMBURSEMENT OF RESCUE AND RESCUE EXPENSES BY HELICOPTER ON RUNWAYSFOREIGNERS OF THE MILKY WAY (MONGINEVRO only)**

- **FRANCHISE**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a deductible of Euro 60.00 per accident.

### **REFUND OF THE COST OF THE SKIPASS**

- **FRANCHISE**

In the event of an accident, Europ Assistance will compensate you for the damage by applying a Deductible:

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

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- of Euro 50.00 for multi-day ski passes from 9 to 15 consecutive days.

### C) SKIER'S CIVIL LIABILITY INSURANCE

- **PERSONS NOT CONSIDERED THIRD PARTIES**

The following are not considered third parties: the spouse/common-law partner/civil union partner, parents, children of the Insured as well as any other relative or in-law living with him/her.

- **DISCOVERY**

Europ Assistance, for damages to third parties and third party property, provides compensation for the damage with the application of a 10% excess with a minimum of Euro 500.00.

## SECTION III – OBLIGATIONS OF THE INSURED AND OF EUROP ASSISTANCE



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

### Art. 18. -OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

#### A) ASSISTANCE WARRANTY

*In the event of a Claim, you must immediately call the Organizational Structure at the following numbers:*

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

*If you cannot call the Organizational Structure immediately because you are not able to do so, you must call as soon as possible and in any case always before taking any personal initiative.*

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### **B) INSURANCE COVER FOLLOWING ACCIDENT**

*In the event of an accident, following immediate telephone contact with the Sestrieres SpA Organizational Structure at the numbers 0122.799.414 - 0122.799.415, the Insured must make a report, no later than ten days after the accident occurs, by accessing to the portal <https://sinistrionline.europassistance.it> following the instructions (or by accessing the site directly [www.europassistance.it](http://www.europassistance.it) claims section)*  
or

*by giving written notice to Europ Assistance Italia SpA – Via del Mulino n. 4 -20057 Assago (MI), indicating on the envelope "Claims Settlement Office – Medical Expenses Reimbursement" and sending:*

- *name, surname, address, telephone number and email address;*
- *medical or emergency room certificate, drawn up at the scene of the accident, reporting the injury suffered or the medical diagnosis certifying the type and manner of the injury suffered;*
- *in case of hospitalization, a certified copy of the original medical record;*
- *copies of invoices, receipts or tax receipts for expenses incurred, complete with the tax data (VAT number or tax code) of the issuers and holders of the receipts themselves;*
- *copy of the report or equivalent document issued by the rescue team on the slopes.*
- *copy of the ski equipment rental payment invoice;*
- *copy and number of ski pass;*
- *medical certificate showing the days of prognosis of the injury.*

### **C) SKIER'S CIVIL LIABILITY INSURANCE**

*In the event of an Accident, you must file a report within 10 days of the Accident occurring or of when you became aware of it. To file a report:*

- ***access the portal <https://sinistrionline.europassistance.it> or to the site [www.europassistance.it](http://www.europassistance.it) (section "open or consult a claim") and follow the instructions***

*or*

- ***write a registered letter to Europ Assistance Italia SpA – Via del Mulino, 4 – 20057 Assago (MI). On the envelope write "Claims Liquidation Office – Guarantee***

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***Skier's RC"***

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*In the report you must indicate:*

- *name, surname, address, telephone number and email address;*
- *copy and number of ski pass;*
- *the circumstances of the incident;*
- *detailed description of the facts that led to the damage to third parties;*
- *copy of the report or equivalent document issued by the rescue team on the slopes or by the intervening Authority;*
- *request for compensation for damages by the injured third party;*
- *medical certificate or statement indicating the injuries sustained by the injured party.*

### **For the management of Claims of all Guarantees:**

**Europ Assistance may ask you for other documents necessary to evaluate the Claim. You are obliged to provide them.**

**If you fail to comply with the obligations relating to reporting the Claim, you may lose the right to compensation/Assistance Benefits.**

**This is established by the Civil Code in art. 1915.**

**Art. 1915 Italian Civil Code:** *the article explains what happens to the Insured if he does not report the accident to his insurer within the time frame requested.*

*The insurer is required to compensate the Insured for an amount equal to the damage suffered by the Insured.*

*If the Insured intentionally behaves in a way that causes or aggravates the damage, the insurer may not pay him.*

*If the Insured causes or aggravates the damage unintentionally, the insurer may pay less.*



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### Art. 19. -CRITERIA FOR THE EVALUATION AND LIQUIDATION OF DAMAGES

#### A) ASSISTANCE WARRANTY

- **PROFESSIONAL SECRECY**

You must release from professional secrecy towards Europ Assistance, the doctors who must examine your claim for which your state of health must be assessed.

#### B) INSURANCE COVER FOLLOWING ACCIDENT

- **PAYMENT OF COMPENSATION**

Europ Assistance, after receiving the necessary documentation from you, after having verified the operation of the Guarantee and after having carried out the necessary checks, establishes the Compensation/refund that is due to you and communicates it to you.

**Europ Assistance will pay you within 20 days of this communication.**

**In the event of death before Europ Assistance has paid you the compensation/reimbursement, your heirs will be entitled to the compensation that would have been due to you only by demonstrating the existence of the right to compensation/reimbursement by delivering it to Europ Assistance.**

**Assistance with the documentation required under art. "Obligations of the Insured in the event of a Claim".**

- **DAMAGE ASSESSMENT - IRRITUAL ARBITRATION**

The amount paid to you is calculated according to the rules indicated in the previous articles. If you disagree on the medical assessments that led to the calculation of the damage, you can nominate in writing a doctor of your choice. Europ Assistance will nominate its own doctor. The two doctors will meet at the offices of the Legal Medicine Institute of 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 Council of the Order of Physicians with jurisdiction in the place where the College meets will intervene and make the appointment.

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**You and Europ Assistance each pay for your own doctor and split the costs of the third in half.**

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 a special report. 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 refusal is in any case reported in the minutes.

**In any case, you can contact the Judicial Authority.**

### REFUND OF THE COST OF THE SKIPASS AND SPORTS EQUIPMENT RENTAL

- **CRITERIA FOR THE LIQUIDATION OF DAMAGES**

**Following the evaluation of the documentation received, Europ Assistance, within the limits of the maximum amounts established in the Policy, will reimburse you a sum equal to:**

- **at the cost of the unused ski pass days;**
- **at the cost of renting sports equipment for the days not enjoyed.**

- **PAYMENT OF REFUND**

Europ Assistance, after receiving the necessary documentation, after having verified the operation of the Guarantee and after having carried out the necessary checks, establishes the Reimbursement that is due, notifies the interested parties and provides for the payment, net of any applicable deductible, within 20 days of this communication.

The currency in which refunds are paid is the Euro.

Reimbursements for expenses incurred in countries that are not part of the European Union or belonging to the European Union and that do not have the Euro as their currency, will be paid by Europ Assistance by converting the amount of the expenses into Euros.

Europ Assistance calculates the reimbursement based on the value of the Euro in relation to the currency of the country in which the expenses were incurred on the day the invoice is issued.

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In the event of death before Europ Assistance has paid you the reimbursement, your heirs will be entitled to the liquidation that would have been due to you only by demonstrating the existence of the right to reimbursement by delivering to Europ Assistance the documentation requested in art. "Obligations of the Insured in the event of a Claim".

### C) SKIER'S CIVIL LIABILITY INSURANCE

#### • DISPUTE MANAGEMENT AND RESISTANCE COSTS

Europ Assistance assumes, for as long as it is in its interest, the management of disputes on your behalf, both in extrajudicial and judicial proceedings, both civil and criminal. Europ Assistance appoints, if necessary, lawyers or technicians and avails itself of all the rights or actions that are yours. You must collaborate to allow the management of these disputes and you must appear in person in court if the procedure requires it. Europ Assistance has the right to recover from you the damages that arise if you do not comply with these obligations.

**Europ Assistance pays the costs of resisting the action brought against you, up to a quarter of the maximum amount established in the Policy for the damage to which the claim refers.**

**If the amount owed to the injured party exceeds this maximum, the costs will be divided between you and Europ Assistance in proportion to the respective interest.**

**Europ Assistance does not recognize the expenses you incur for lawyers or technicians who are not designated by Europ Assistance itself and does not pay fines, penalties and criminal justice costs.**

#### • COEXISTENCE OF CIVIL LIABILITY COVERAGE

**If another insurance coverage exists and is in force that guarantees your Civil Liability for the same risk, the Civil Liability Guarantee of this Policy operates on a second risk basis.**

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### • PAYMENT OF COMPENSATION

Europ Assistance, after having received the necessary documentation, after having verified the operation of the Guarantee and after having made the necessary checks, establishes the Compensation that is due, communicates it to the interested parties and provides for the payment, net of the expected excess, within 20 days of this communication.

The currency in which compensation is paid is the Euro.

Compensation for expenses incurred in countries that are not part of the European Union or belonging to the European Union and that do not have the Euro as their currency, will be paid by Europ Assistance by converting the amount of the expenses themselves into Euros. Europ Assistance calculates the compensation based on the value of the Euro in relation to the currency of the country in which the expenses were incurred on the day the invoice is issued.

### HOW TO REQUEST ASSISTANCE

To receive Assistance services, you can call the Europ Assistance Organizational Structure which is open 24 hours a day. The Organizational Structure will give you all the information to intervene or will indicate the most suitable procedures to resolve any type of problem in the best way, as well as authorizing any expenses.

**IMPORTANT: Do not take any initiative without first having called the Organizational Structure by telephone at the following number:**

**(+39) 02.58.24.05.73**

You will need to provide the following information:

- Type of intervention required;
- name and surname;
- address of the place where you are located;

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- telephone number.

If you cannot call the Organizational Structure, you can send: a fax to the number 02.58477201

**In order to provide the services/guarantees provided for in the Policy, Europ Assistance must process your data and to this end requires, pursuant to EU Regulation 2016/679 on the protection of personal data, in the event of processing of data relating to health, your consent. Therefore, by contacting or having Europ Assistance contacted, you freely provide your consent to the processing of your personal data relating to health, as indicated in the Information on data processing received.**

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### COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be submitted in writing, including a detailed description of the events, the number of the policy or the claim in question and any information that may help identify the contractor or the insured (such as tax code, name, surname, contact details, etc.) to: Europ Assistance Italia SpA – Complaints Office – Via del Mulino, 4 – 20057 Assago (MI); fax: 02.58. 47.71. 28 – pec:complaints@pec.europassistance.it(enabled to receive messages only from Certified Electronic Mail - PEC boxes) - e-mail:[ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).

If you are not satisfied with the outcome of your complaint or if you do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Consumer Protection Service - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email:[ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the complaint with the documentation relating to the complaint handled by Europ Assistance. In these cases and for complaints regarding compliance with sector regulations to be submitted directly to IVASS, you must indicate in the complaint:

- name, surname and address of the complainant, with telephone number if applicable;
- identification of the subject or subjects whose actions are being complained about;
- brief and exhaustive description of the reason for the complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the latter;

- any document useful for describing the relevant circumstances more fully.

The form for submitting a complaint to IVASS can be downloaded from the website[www.ivass.it](http://www.ivass.it).

Before involving the judicial authorities, you can turn to alternative dispute resolution systems provided for by law or convention.

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- **Mediation:** by contacting a Mediation Body among those present in the list of the Ministry of Justice, which can be consulted on the website [www.giustizia.it](http://www.giustizia.it) (Law 9/8/2013 n. 98);
- **Assisted negotiation:** by request of your lawyer to Europ Assistance Italia SpA  
**Insurance disputes regarding the determination and estimation of damages under damage risk policies (where provided for in the Insurance Conditions).** In the event of disputes relating to the determination and estimate of damages, it is necessary to resort to the contractual appraisal where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual appraisal or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the disputes are in the context of damage risk policies for which the contractual appraisal has already been carried out or which are not related to the determination and estimate of damages, the law provides for mandatory mediation, which constitutes a condition of admissibility, with the option of resorting to assisted negotiation beforehand.

**Insurance disputes on medical matters (where provided for in the Insurance Conditions).**

In the event of disputes relating to medical issues related to accident or illness policies, it is necessary to resort to arbitration where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual assessment or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will take place at the seat of the Institute of Forensic Medicine closest to your place of residence.

If the disputes are in the context of accident or health insurance policies for which arbitration has already been carried out or which do not concern medical issues, the law provides for mandatory mediation, which constitutes a condition for admissibility, with the option of resorting to assisted negotiation beforehand.

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*The right to appeal to the Judicial Authority remains intact.  
To resolve cross-border disputes you can submit a complaint to IVASS or activate the  
competent foreign system through the FIN-NET procedure (by accessing the  
website [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).*



## INFORMATIONPRIVACY

### WHAT ARE PERSONAL DATA AND HOW ARE THEY USED BY EUROP ASSISTANCE ITALIA SPA

Information on data processing for insurance purposes  
(pursuant to articles 13 and 14 of the European Regulation on the protection of personal data)

Personal Data is information that relates to a person and allows them to be recognized among other people. Personal Data includes, for example, the name and surname, the identity card or passport number, information relating to the state of health, such as illness or injury, information relating to crimes and criminal convictions.

There are rules<sup>1</sup> that protect Personal Data to protect them from incorrect use. Europ Assistance Italia, as Data Controller, respects these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

If what is described in this Notice is not sufficient or you wish to assert a right provided for by the legislation, you can write to the Data Protection Officer at Europ Assistance Italia - Data Protection Office - Via del Mulino, 4 - 20057 Assago (MI) or by email to [Data Protection Office@europassistance.it](mailto:Data Protection Office@europassistance.it)

#### **Why Europ Assistance Italia uses your personal data and what happens if you do not provide it or do not authorize its use**

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and GUARANTEES, including those relating to your health status or relating to crimes and criminal convictions, for the following insurance purposes:

- carry out the activity that is foreseen by the Agreement or to provide the SERVICES and GUARANTEES; carry out the insurance activity or for example propose and manage the Agreement, collect premiums, reinsure, carry out control and statistical activities: Your common Data, which could also be related to Your position (geolocation), are processed for contractual fulfillment; to process,

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<sup>1</sup>The European Regulation on the Processing of Personal Data EU 2016/679 (hereinafter Privacy Regulation) and the primary and secondary Italian legislation

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where necessary, your data relating to your health status will require your consent; in the process of online quotation and purchase of some Policies and in some processes of management of SERVICES and GUARANTEES, automated decision-making processes are used<sup>2</sup>.

- carry out insurance activities, prevent and detect fraud, take legal action and report possible crimes to the Authorities, recover credits, carry out intra-group communications, protect the security of company assets (e.g. buildings and IT tools), develop IT solutions, processes and products: Your Data, including those relating to the state of health for which you have given consent or relating to crimes and criminal convictions, are processed for the legitimate interest of the company and third parties;
- carry out the activity that is required by law, such as the conservation of Policy and claim documents; respond to requests from authorities, such as the Carabinieri, the Institute for Insurance Supervision (IVASS): Your Data, including those relating to your health status or relating to crimes and criminal convictions, are processed to comply with the law or regulations.

If you do not provide your Personal Data and/or do not consent to their 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 GUARANTEES.

### **How Europ Assistance Italia uses your personal data and to whom it communicates them**

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies,<sup>3</sup> uses the Personal Data it has obtained from you or other persons (such as, for example,

<sup>2</sup>Automated decision-making means that management process that does not require the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the purchase of policies you can call or write to Customer Service, in relation to the Services you can call the Organizational Structure and for the Guarantees you can write to the Claims Liquidation at the contacts on the site [www.europassistance.it](http://www.europassistance.it) and on the Policy.

<sup>3</sup>These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process data, or operate as independent Data Controllers or Joint Data Controllers, and perform technical, organizational and operational tasks. For example: agents, subagents and other agency collaborators, producers, insurance brokers, banks, SIM and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical trustees, technical consultants, roadside assistance, experts, garages, vehicle demolition centers, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies that perform contract and performance management services, IT, telematics, financial, administrative, archiving, correspondence management, accounting auditing and balance sheet certification services, as well as companies specialized in market research and surveys on the quality of services.

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by the Contracting Party to the Convention, by a relative of yours or by the doctor who treated you, by a travel companion or by a supplier) either on paper or by computer or app. For insurance purposes, Europ Assistance Italia may communicate your personal data, if necessary, to private and public entities operating in the insurance sector and other entities involved in the management of existing relationships with you or who carry out tasks of a technical, organizational, operational nature.<sup>4</sup>.

Europ Assistance Italia, based on the activity it must carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in States that are outside the European Union and that may not guarantee an adequate level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the appropriate and adequate guarantees based on the applicable law. You have the right to obtain information relating to 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 accessible to the public.

### **How long does Europ Assistance Italia retain your personal data?**

Europ Assistance Italia retains your Personal Data for the entire time necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, based on the times reported 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 pursuant to the provisions of the Civil Code or for a further 5 years pursuant to the insurance regulatory provisions.
- Common personal data collected on any occasion (for example, taking out a policy, requesting a quote, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling are stored without expiry, as well as the

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<sup>4</sup>To the Contracting Party of the Agreement, other branches of Europ Assistance, Generali Group Companies and other entities such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition companies, healthcare facilities, companies that manage claims, other companies that provide IT, telematics, financial, administrative, archiving, mailing, profiling services and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities that operate in the insurance sector and of other entities that perform tasks of a technical, organizational, operational nature that act as Data Controllers are located at the same (e.g. at the suppliers) and/or on [www.europassistance.it](http://www.europassistance.it).

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evidence of the relevant changes made by you over time to the consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains intact where there are no contractual or regulatory conditions that provide for the necessary conservation.

- Personal data collected following the exercise of the rights of the interested parties are retained for 10 years from the last registration in accordance with the provisions of the Civil Code
- Personal data of individuals who have defrauded or attempted to defraud are retained even beyond the 10-year period.

In general, for anything not expressly specified, the ten-year retention period provided for by Article 2220 of the Civil Code or another specific period provided for by the legislation in force applies.

### **What are your rights to protect your personal data?**

In relation to the processing of your Personal Data, you have the following rights: access, rectification, erasure, limitation, portability, revocation, opposition that you can assert in the manner indicated in the following paragraph “How you can assert your rights to protect your personal data”. You have the right to lodge a complaint with the Guarantor for the Protection of Personal Data and you can find more information on the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

### **How you can 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 ask to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on your Personal Data processed by Europ Assistance Italia;
- to object to the processing of your Personal Data based on the legitimate interest of the owner or a third party unless the owner or the third party demonstrates the prevalence of such legitimate interests over yours or such processing is necessary for the establishment, exercise or defense of a right in court; to object to the processing of your Personal Data for direct marketing purposes

## INFORMATIONPRIVACY

- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, without prejudice to the fact that the revocation of the consent previously given does not deprive the lawfulness of the processing carried out before the revocation,

You can write to: at any time:

Data Protection Office - Europ Assistance Italia SpA – Via del Mulino, 4 – 20057 Assago (MI),  
also by email: [Data Protection Office@europassistance.it](mailto:Data Protection Office@europassistance.it)

### **Changes and updates to the Policy**

Also in consideration of future changes that may occur in the applicable privacy legislation, Europ Assistance Italia may integrate and/or update, in whole or in part, this Information. It is understood that any modification, integration or update will be communicated in compliance with the legislation in force also by means of publication on the website [www.europassistance.it](http://www.europassistance.it) where you can also find more information on the personal data protection policies adopted by Europ Assistance Italia.

## ATTACHED A - GLOSSARY

### ANNEX A – GLOSSARY

**Skiing area:**the snow-covered surface, even artificially open to the public, consisting of the slopes reserved and intended for the practice of snow sports, located within the equipped ski areas as defined by Law 363/2003; cross-country ski slopes/rings with access permitted upon 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 following amateur snow sports activities are described: skiing in its various forms. Snowboarding, cross-country skiing, sledding, tobogganing

**Insurance Conditions:**clauses of the Convention containing: the General Insurance Conditions for the Insured, the description of the Guarantees, the excluded risks and the limitations of the Guarantees and the obligations of the Insured and of Europ Assistance.

**Contractor: SESTRIERES SpA**with registered office in Piazza Agnelli, 4, 10058 Sestriere (TO) – VAT number and tax code 00941880015 which subscribes to the policy on behalf of third parties and assumes the related costs.

**Convention:**the contract between Europ Assistance and the Contractor, stipulated on behalf of the Contractor's customers and having as its object the Guarantees described in the Insurance Conditions. The Convention is composed of the Rules that regulate the Convention in general, the Insurance Conditions and the Membership Form.

**Europ Assistance:**the insurance company, namely Europ Assistance Italia SpA with registered office in Via del Mulino, n. 4 - 20057 Assago (MI) – Company authorised to provide insurance, with decree of the Ministry of Industry, Trade and Crafts n. 19569 of 2 June 1993 (Official Journal of 1 July 1993 n. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies at n. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali SpA

**Franchise:** is the amount that remains your responsibility at the time of settlement of the claim.

**Warranty:**insurance that is different from assistance insurance and for which, in the event of a claim, Europ Assistance recognises compensation.

**Accident:**accidental collision between the Insured and a third person which occurred during the practice of amateur snow sports activities for which the intervention of the rescue service on the slopes was necessary at the site of the accident (documentable) and which resulted in objectively verifiable physical and/or material damage to the third party.

**Compensation/Reimbursement:**the amount that Europ Assistance pays you in the event of a claim.

**Injury:**the event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is objectively verifiable physical injuries that cause death, permanent disability or temporary incapacity.

## ATTACHED A - GLOSSARY

**Care Institute:** the public hospital, clinic or nursing home, whether contracted with the National Health Service or private, regularly authorised to provide hospital care. Thermal establishments, convalescent and residential homes, and clinics with dietetic and aesthetic purposes are not considered Health Institutions.

**Maximum/Insured Sum:** the maximum amount paid by Europ Assistance in the event of a claim.

**Membership Form:** the document signed by the Insured and containing his/her personal data, the amount of the premium owed by him/her and the duration of the Policy.

**Rules governing the Convention in general:** Clauses of the Convention which regulate the obligations of the Policyholder and Europ Assistance.

**Policy:** the document consisting of the Insurance Conditions and the Membership Form.

**Award:** the amount owed to Europ Assistance.

**Performance:** assistance provided in kind, i.e. the help that must be provided to the Insured, in times of need, by Europ Assistance through the Organizational Structure.

**Compensation:** the sum paid by Europ Assistance to the injured third party in the event of an accident.

**Risk:** the probability that the accident will occur.

**Discovery:** the part of the amount of the damage, expressed as a percentage, which remains mandatorily the responsibility of the Insured with a minimum expressed in absolute value. **Left:** the occurrence of the damaging event for which the insurance benefit/guarantee is recognized.

**Rescue on the slopes:** the civil or military rescue organization or the specialized public or private organization regularly authorized to provide the rescue service to the Insured at the site of the accident which issues the relevant intervention report.

**Organizational Structure:** the structure of Europ Assistance Italia SpA - Via del Mulino n. 4 – 20057 Assago (MI), made up of managers, staff (doctors, technicians, operators), equipment and facilities (centralized and otherwise) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured, and the organization and provision of the assistance services provided for in the Insurance Conditions.

**United States Person:** means:

- U.S. citizens and permanent residents, regardless of where they are located,
- all persons and corporations within the United States of America,
- all companies incorporated in the United States of America and their subsidiaries wherever located; which must act in full compliance with the financial sanctions of the United States of America.

It should be noted that foreign subsidiaries owned or controlled by U.S. companies and foreigners in possession of U.S.-origin assets must also comply with U.S. sanctions in some cases.