

DAY INSURANCE 2026-2027
POLICY 702746

24 HOUR HELPLINE +34 915909613

PROCEDURE FOR ACTION:

For the provision of services related to medical assistance and/or repatriation and medical transfer in the event of an accident covered by this insurance, **it is essential for the Insured Person, whenever possible, to request initial assistance from the medical service at the MASELLA ski resort.**

Once this initial assistance has been received, and in the event that a transfer to a Hospital near their home is necessary, **they should call the telephone number indicated**, which is operative 24 hours a day, every day of the year, so that the Insurer may arrange for the transfer and/or hospitalisation to the Health Centre closest to where they live.

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When calling to request Assistance for the aforementioned coverages, you must indicate: the name and Spanish ID (DNI)/passport of the Insured Person, the location, telephone number and type of assistance required.

Medical and health transport benefits must be provided with the prior agreement of the hospital doctor who treats the Insured Person with the Insurer's Medical Team.

The Insurer shall not pay for any expenses relating to these coverages that have not been previously requested and organised by the Assistance Centre through the telephone number set up for this purpose.

COVERAGES AND SUMS INSURED PER INSURED PERSON

Medical, surgical, or hospitalisation expenses due to an accident

If, as a result of an accident occurring while performing the sports covered by the insurance, the Insured Person should require urgent medical assistance, the Insurer shall pay the expenses specified below, **up to a maximum limit of €6,000:**

- a) Medical and surgical fees and expenses.
- b) The cost of medications prescribed by the doctor.
- c) Hospitalisation costs.

The Insurer shall only pay for urgent health care expenses incurred at the place of the accident and at the nearest health care centre to which the Insured Person has been taken. Once the Insured Person has been taken home or to the nearest hospital, the Insurer shall not be liable for any health care expenses incurred after said transfer.

Under no circumstances, except in cases of force majeure, shall the Insurer reimburse the Insured Person for payments made by the latter without the prior approval of the Insurer's medical team.

Emergency medical transfer or repatriation of the injured party

In the event that the Insured Person should suffer injuries while performing the sports covered by the insurance and, depending on the urgency or seriousness of the injury, in accordance with the criteria of the Insurer's doctor and the treating doctor, the Insurer shall organise and pay for the transportation of the injured Insured Person to their home or to the appropriate hospital closest to their home, if applicable. In the latter case, if it is subsequently necessary to take them home, the Insurer shall also pay for it.

In any of these cases and, depending on the degree of urgency, geographical location and local means of transportation, the Insurer will organise and/or take responsibility for the transportation of the injured Insured Person by helicopter; consent from the Insurer's medical team will be required, which can be requested by calling its Assistance Centre.

In the event that the helicopter is required for secondary transport, i.e. between two medical centres, the Insurer's medical team must also give its consent, which can also be done by calling its Assistance Centre.

Transfer or repatriation of the deceased Insured Person

In the event of the death of the Insured Person due to an accident while performing the sports covered by the insurance, or sudden illness, the Insurer will transport or repatriate the body to the burial place **up to a maximum limit of €3,000.**

Reimbursement of unused ski pass in case of an accident

In the event that the Insured Person should suffer injuries while performing the sports covered by the insurance and should have to be repatriated as established in the coverage of "Urgent medical transfer or repatriation of the injured party", and this fact should prevent them from continuing performing the sports covered by the insurance during the remaining days of validity of the purchased ski pass, the Insurer shall pay the Insured Person for the unused portion of said ski pass, **up to a maximum limit of €150.**

Sending of urgent messages

The Insurer shall be responsible for sending the addressee any urgent messages that the Insured Person wishes to send.

Accidents



Grupo Helvetia

The Insurer guarantees, under the terms and conditions set forth in

this policy, the payment of compensation derived from the Accidents that result in the

death or complete permanent disability of the Insured Person, occurring while alpine skiing, as an amateur, in any of its forms, including snowboarding, within the skiable area and within the marked areas of the resort, as well as when said activity is performed during the dates and in the places covered by this policy.

The Insurer shall compensate the Insured Person or Beneficiary **up to the maximum amount of €3,000 in case of death, and up to the maximum amount of €6,000 for complete permanent disability** of the Insured Person. **For persons under 14 years of age, the amount payable in the event of death is limited solely and exclusively to the reimbursement of funeral expenses up to a maximum of €3,000.**

The damages covered by this policy will be exclusively those that happen during the policy period and claimed up to a maximum of 12 months after cancellation. Once this period has elapsed, the Company shall be released from any claim, regardless of the date of occurrence thereof.

Said compensation shall be effective:

- In the event of death within 12 months from the date of the accident, whether or not the policy is in force; or at a time after such limit, provided that the Beneficiary can prove the cause and effect relationship between the accident and the death.

- In case of proven permanent disability established within one year from the date of the accident. After the payment of compensation for permanent disability, no other compensation shall be payable, even if the death of the Insured Person should subsequently occur as a consequence of the same loss.

Criteria for the evaluation of the degree of disability:

If the parties agree on the amount and form of compensation, the Insurer shall pay the agreed sum.

The definitive degree of disability shall be determined by the Insurer's Medical Services, to which the Insured Person shall submit themselves to a review. In the event of a discrepancy, the parties shall submit to the decision of the medical experts, in accordance with the provisions of Article 38 of Law 50/80 on the insurance contract.

Payment of compensation:

The payment of compensation shall be made within twenty days from the date of the amicable agreement of the parties.

If before this period the Insurer has not made any payment, the Insured Person may not claim interest for said period.

The payment of the corresponding compensation in case of permanent disability shall be paid in accordance with the scale established by the company.

In order to request payment in the event of death or permanent disability, the Insured Person or the Beneficiaries must submit to the Insurer the supporting documents indicated below, as applicable:

Death:

- Certificate from the Doctor who attended to the Insured Person, detailing the causes and circumstances of death.
- Death certificate issued by the Civil Registry.
- In the event that legal proceedings have been initiated as a result of the accident suffered by the Insured Person, a copy of such proceedings, or at least of the report issued by the Law Enforcement Officers, must be provided.
- Certificate of the General Registry of Last Will and Testaments, and if there is a copy of the last will and testament, or of the last will and testament in case there are several. In the absence of a will, a judicial declaration of the legal heirs of the Insured Person shall be required.
- Documents (Marriage Certificate, Family Book, Children's Birth Certificate, etc.) that prove the family relationship of the person or persons who should receive the agreed benefit in the event of the Insured Person's death.
- Copy of the partial liquidation on account or of the self-assessment of the Inheritance and Gift Tax, with a note stamped on it accrediting the payment made or, if applicable, the exemption or condition of not being subject to the tax.
- For persons under 14 years of age, the amount to be paid corresponding to the reimbursement of funeral expenses will be determined upon presentation of the original receipts of payment of said expenses.

Permanent Disability:

- Medical certificate specifying the onset, causes, nature and consequences of the disability and the degree of disability resulting from the accident.

In any case, the compensation and costs arising from this insurance shall be paid in euros and in Spain.

Civil Liability

The Insurer shall pay, **up to the maximum amount of €6,010.12**, compensation derived from the Extracontractual Civil Liability of the Insured Person, which in accordance with Articles 1902 to 1910 of the Civil Code, the Insured Person may be obliged to pay, as a private person, as civilly liable for bodily injury or property damage, involuntarily caused to third parties, while alpine skiing, as an amateur, in any of its forms, including snowboarding, in the

marked trails within the MASELLA ski resort and during the dates of insurance.

Any liability for off-piste and/or closed areas of the resort is excluded.

Within the limits set out in the policy, the following shall be borne by the Insurer:

- The payment to the injured party or to their beneficiaries of the compensation to which the civil liability of the Insured Person may give rise. In any case, the first €90.15 will be paid by the insured person.
- The payment, if applicable, of the legal costs and expenses inherent to the claim. In the event that, in accordance with the provisions of the policy, the compensation payable to the Insurer is less than that resulting from the true extent of the Insured Person's liability, such costs and expenses shall be paid by the Insurer and the Insured Person in the proportion resulting between the two amounts.
- The constitution of the judicial bonds required of the Insured Person to guarantee their civil liability.
- **Under no circumstances shall the Insurer be liable for any fines or sanctions of any nature imposed on the Insured Person by the administrative or judicial authorities, nor for the consequences deriving from non-payment thereof.**

Personal defence is covered by lawyers appointed by the company, the constitution of finances for provisional release and/or to guarantee pecuniary liabilities, as well as legal expenses which, without constituting a penalty, are incurred in criminal proceedings as a consequence of losses covered by this insurance.

Damages covered by this policy shall be exclusively those occurring during the policy period and claimed up to a maximum of 12 months after cancellation of the policy. Once this period has elapsed, the company is released from the obligation to pay any claim, regardless of the date of occurrence thereof. For the purposes of this policy, all claims for one or more damages arising from the same cause, or from products having the same effects, shall be considered as a single loss. The date of occurrence of the loss shall be deemed to be the time when the first damage occurred.

Transactional Negotiations

It is the Insurer's responsibility to manage all the steps taken in connection with the loss; therefore, the Policyholder and the Insured Person on their behalf are fully authorised to initiate with the eventual injured parties or their successors in rights, the negotiations that they consider pertinent aimed at the amicable solution of the controversy, being obliged to give the Insurer the collaboration that they may request for this purpose.

If, due to lack of collaboration, the consequences of the loss are aggravated or the possibilities of defence thereof are diminished, the Insurer may claim from the Insured Person the damages and losses that are requested for this reason.

In accordance with the provisions of the first paragraph, the Policyholder and any person having the liability covered by this contract are expressly prohibited from admitting, negotiating, settling or rejecting any claim without the express authorisation of the Insurer. The violation of this prohibition shall entitle the Insurer to reduce its benefit in the proportion corresponding to the aggravation of the economic consequences deriving from the loss. The Policyholder or the insured person shall be responsible for the part of the insurance that is attributable to this non-fulfilment. In the event that this violation occurs with the manifest intention of harming or deceiving the Insurer, by means of fraudulent conduct in collusion with the claimants OR injured parties, the Insurer shall be released from all obligations deriving from the civil liability insurance and shall be entitled to automatically terminate the contract and may retain the entire premium for the current period.

Legal representation for third party claims

Unless otherwise agreed, the Insurer shall assume the legal representation of all civil proceedings against the Insured Person for the purpose of claiming damages arising from events covered by this policy. The Insurer shall be responsible for the expenses incurred for this reason.

The Insurer shall be entitled to:

- Appoint lawyers to defend and represent the Insured Person in these proceedings, the latter being obliged to collaborate in the legal representation assumed by the former.
- File, if applicable, appeals against judicial decisions. If the insurer considers it inappropriate to file appeals against a judgement, it shall notify the insured person, who shall be free to do so. In this case, the expenses arising from this appeal shall be borne by the insured person, if unsuccessful, and by the insurer if successful.

The legal defence of the Insured Person in criminal cases shall be at the discretion of the Insurer. Excluded from the provisions of the above paragraphs is the case in which the claimant is also insured with the same Insurer or when there is any other possible conflict of interest between the Insurer and the Insured Person in the proceeding.

GENERAL EXCLUSIONS OF THE COVERAGES OF ASSISTANCE

The following risks are excluded:

a) The coverages and benefits that have not been requested from the Insurer previously by telephone and

that have not been agreed with them, except in case of force majeure or proven material impossibility.

b) Incidents, of whatever nature, occurring outside the ski slopes and the enclosed areas of the ski resort or when the facilities, or part of them, are closed to the public for any reason whatsoever.

c) Accidents occurring while taking part in sports competitions, official or private, as well as in training, tests and bets, participation in excursions and organised hikes.

d) Persons who carry out their professional activity in the ski resort, even on a part-time basis.

e) Damage sustained while performing a sport not covered under these conditions, especially those involving the use of a machine (air or land) with or without engine, parachute, hang glider, ULM, as well as mountaineering, white water rafting, heli-skiing, hydrobob and hydro-speeding.

f) Damages suffered or caused by the malice or notoriously dangerous or reckless acts of the insured person or the persons traveling with them.

g) Events caused by natural phenomena, such as earthquakes, tidal waves, floods, volcanic eruptions, cyclones, falling sidereal bodies and those that may be considered catastrophes or disasters.

h) Losses occurring in the event of war, social demonstrations, acts of terrorism and sabotage, strikes, riots, restrictions on free movement or any other case of force majeure, unless the Insured Person proves that the loss is unrelated to such events.

i) Bodily injuries or accidents resulting from criminal actions, provocations, arguments, fights, recklessness, bets or any risky or reckless act.

j) Violent acts or actions of the Armed Forces or Security Forces in peacetime.

k) Incidents caused by nuclear radiation and their consequences.

l) Restaurant and hotel expenses, except for those covered by these terms and conditions.

m) Damages suffered or caused as a consequence of the consumption of alcohol, drugs or narcotics not prescribed by a doctor.

n) Injuries that are not sudden, but are a consequence of chronic processes, prior to the trip, as well as their complications or relapses.

o) Injuries sustained in the exercise of a profession of a manual nature.

p) Deaths by suicide or injuries resulting from attempted suicide or intentionally caused by the Insured Person to themselves.

q) Burial, coffin and ceremony expenses in the case of transfer or repatriation of the deceased.

r) Orthopaedic expenses.

s) Prosthesis expenses.

t) Health expenses (medical, surgical, pharmaceutical, hospitalisation and prosthesis) from the transfer of the Insured Person to their home and/or to a hospital close to their home.

u) No compensation will be paid for broken bindings or skis.

v) Losses caused by officially declared epidemics or by pollution.

w) Expenses derived from any illness.

x) Accidents caused by going up the slopes without ski lifts installed in the resort.

GENERAL EXCLUSIONS OF THE COVERAGE OF ACCIDENTS

The following are not covered by this Accident cover:

a) Persons over 70 years of age, for the totality of the coverage of the complementary accident insurance. Children under 14 years of age will be covered only for burial expenses.

b) Persons who are absolutely and permanently disabled for any professional or occupational activity, as well as those suffering from blindness, severe myopia (more than 12 dioptries), paralysis, complete deafness, epilepsy, apoplexy, mental derangement, sleepwalking, alcoholism, drug addiction, diabetes, spinal cord disease, syphilis, AIDS, encephalitis, and in general, any injury or illness that diminishes the physical or mental capacity of the Insured Person.

c) Injuries intentionally caused by the Insured Person, suicide, as well as accidents resulting from criminal acts, provocations, arguments and fights, recklessness, betting or any risky or reckless act, except in cases of self-defence.

d) Any person who intentionally causes the loss is excluded from the benefit of the coverages included in this policy.

e) Accidents occurring in a state of mental derangement, drunkenness, under the influence of drugs and narcotics, as well as accidents resulting from dizziness, fainting and syncope, apoplexy, epilepsy and somnambulism.

f) The consequences of surgical operations, medical or therapeutic treatments of any nature.

g) In the event of direct or indirect aggravation of the consequences of an accident due to an illness, morbid condition or due to bodily defects of the Insured Person, pre-existing to the accident and occurring after the accident due to causes independent of the latter, the Insurer shall compensate the consequences that the accident would have had without the aggravating intervention of the corresponding illness, morbid condition or bodily defects.

h) Situations of aggravation of an accident that occurred prior to the formalisation of the policy.

- i) Persons who carry out their professional activity in the ski resort, even on a part-time basis.
- j) Accidents due to acts of war, revolution, sedition, riot or social unrest and other disturbances of public and social order, as well as those caused by unleashed forces of nature of an extraordinary nature, such as earthquakes, hurricanes and floods, and accidents occurring as a consequence of events classified by the National Government as "national catastrophe or disaster".
- k) Heat stroke and frostbite and other consequences of the action of temperature not caused by an accident covered by this policy.
- l) The purely psychological consequences of an accident.
- m) Consequences of any nature arising from nuclear reaction or radiation or radioactive contamination, whatever their origin.
- n) The use of vehicles, with or without engines.
- o) Any accident occurring outside the act of alpine skiing in any of its forms, including snowboarding.
- p) Accidents intentionally caused by the sole beneficiary of the insurance. In the event that there are several beneficiaries and that the insured person's accident was caused by only one or some of them, although the accident is considered covered by this policy, the beneficiaries who caused the accident shall be excluded from the right to compensation.
- q) Incidents of whatever nature, occurring outside the ski slope authorised and designated for skiing in its various forms or those accidents occurring within the ski slope authorised and designated as such for the skiing, which at the time of the incident was closed for any reason whatsoever.
- r) All consequences of any kind deriving from Extraordinary Risks, understood as those produced by natural phenomena such as volcanic eruptions, hurricanes, cyclones, earthquakes, earth tremors, settlements, subsidence, landslides, avalanches, floods, lightning strikes, overflowing rivers and lakes, hail and snow, not being in any case covered the losses that are covered by the Insurance Compensation Consortium, nor those classified by the Public Authority as Catastrophe or National Disaster.
- s) Deaths due to heart attack are excluded, even if they occur while skiing.

GENERAL EXCLUSIONS FROM THE CIVIL LIABILITY COVER

The following are not covered by this policy:

- a) Fines or penalties imposed by courts or authorities of any kind, or the consequences of non-payment thereof.

- b) Damage caused to objects and equipment used while skiing.
- c) Civil liability derived from skiing professionally, as well as participation in official competitions.
- d) Damage to objects entrusted, by whatever title, to the Insured Person.
- e) Civil liability arising from damage caused by war or international war, riot or civil unrest, terrorism, earthquakes and floods and other extraordinary events.
- f) Liability which must be covered by compulsory insurance.
- g) Damage caused by soil, water or air pollution.
- h) The primary particular damages or damages not arising from a damage or material.
- i) Bad faith on the part of the Insured Person.
- j) Damages suffered or caused while participating in a sport not covered in these conditions, especially those involving the use of a machine (air or land) with or without engine, parachuting, paragliding, hang gliding, ULM, as well as mountaineering, white water rafting, heli-skiing, hydrobob and hydro-speeding.
- k) Damages suffered or caused as a consequence of the consumption of alcohol, drugs or narcotics not prescribed by a doctor.
- l) The compensation for Civil Liability as a consequence of damages derived from injuries caused to third parties, which take place when these are attended by the "pistiers" (ski slope medics) and the medical services provided in the ski resort.