

INSURANCE CONDITIONS

GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

Art. 1. - OTHER INSURANCE POLICIES

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

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

Art. 1910 of the Italian Civil Code aims to prevent the Insured Party, with more than one insurance policy covering the same Risk taken out with different companies from receiving a total sum greater than the damage suffered. For this reason, in the event of a claim, the Insured Party must inform each company of all the insurance policies taken out with the others, for the same risk.

Art. 2. - LAW GOVERNING THE POLICY AND JURISDICTION

The Insurance Conditions are regulated by Italian law.

Italian law shall apply to all matters not specifically written in these Insurance Conditions and for all rules of jurisdiction and/or competence of the court.

Art. 3. - TIME LIMITS

All claims against Europ Assistance are time-barred within two years of the date of the claim. In civil liability insurance, the two years commence from the day on which the injured party sued you or asked you for compensation. In this case, Art. 2952 of the Italian Civil Code applies.

If a claim is filed, you are required to interrupt the time limit in writing.

E.g.: if the Insured Party reports a Claim beyond the maximum term of two years established by the Italian Civil Code, he will not be entitled to Compensation.

Art. 4. - PAYMENT CURRENCY

In Italy, you receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union but do not have the Euro as their currency, Europ Assistance calculates the reimbursement by converting the amount of expenses you have had into Euro. Europ Assistance calculates the compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

Art. 5. - PROFESSIONAL SECRECY

You must release from professional secrecy with regards to Europ Assistance, all doctors needing to examine your state of health.

Art. 6. - PERSONAL DATA PROCESSING

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the information on the processing of data and to give their written consent to the processing of their data for insurance purposes. The processing could also cover information about their state of health or about crimes they have committed/criminal convictions. You can use the following

consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of

the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure".

SECTION I - DESCRIPTION OF COVER



What is insured?

Art. 7. - SUBJECT OF THE INSURANCE

A) ASSISTANCE COVER

ASSISTANCE DURING TRAVEL (ONLY IN THE EVENT OF ILLNESS AND/OR INJURY DURING TRAVEL)

1. MEDICAL CONSULTATION

If you become ill and/or suffer an injury while travelling, you can request a medical opinion over the telephone.

The doctors will use the information you give them to assess your health.

This opinion is not a diagnosis.

You can request this provision 24 hours a day, 7 days a week.

2. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

You can request this provision only after having had a MEDICAL CONSULTATION. If you are in Italy and need a medical check-up or ambulance, the Organisational Structure sends an authorised chosen doctor to your domicile, where you are lodging during travel.

When no doctor can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

This is not an emergency provision; in this case, call 118.

The provision can be supplied during the following hours:

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day

3. INDICATION OF A SPECIALISED DOCTOR ABROAD

You can request this provision only after having had a MEDICAL CONSULTATION. If you are abroad and want to know who your nearest doctor is for a specialist appointment, the Organisational Structure will provide you with the doctor's name, subject to local availability.

4. RETURN FOR HEALTH REASONS

You may request a Return for Health Reasons when, after an injury and/or sudden illness, the Organisational Structure doctors, together with the doctors in situ, decide that you can be transferred

- to an equipped Healthcare Institute in the place where you are located

or

- to an equipped Healthcare Institute in the place where you have your residence

or

- to your place of residence.

The final decision is in any case that taken by the Organisational Structure doctors.

Europ Assistance organises and pays for your return for health reasons in the most appropriate time and manner.

The transport means are:

- medical aeroplane; which is used, when available, only if you reside in Italy and when the injury takes place in a European country or country of the Mediterranean Basin.
- economy class flight, including with a seat for a stretcher if you need to lie down;
- first class train, with sleeper if necessary;
- ambulance.

The Organisational Structure also provides medical or nursing care during return travel if your doctors consider it necessary.

You can request transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat your illness, when you are hospitalised at a local structure that is inadequate to treat your pathology, the Organisational Structure will arrange the transfer, in the way and within the time considered most appropriate by the doctors of the Organisational Structure, after consulting with the local doctor.

In this case, Europ Assistance will pay for the costs in your stead, **up to a maximum of Euro 7,500.00.**

Europ Assistance may ask you for your unused return travel ticket.

In the event of death, the Organisational Structure will arrange for transport of the body to the place of burial in the country of residence or nearest international airport. **The final decision is in any case that taken by the Organisational Structure.**

Europ Assistance only pays for the costs for transporting the body.

5. RETURN WITH AN INSURED FAMILY MEMBER

If, in organising the provision of a "Return for health reasons", the Organisational Structure doctors should not consider that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany him/her to the place of hospitalisation or residence, the Organisational Structure will also arrange for the family member to return, using the same means as you. Europ Assistance shall have the right to request any travel tickets not used for the return of the family member. **Europ Assistance will pay only the costs of the ticket for your insured family member's return, in your place.**

6. RETURN OF OTHER INSURED PARTIES

You can only request the Return of other Insured Parties following a "RETURN FOR HEALTH REASONS".

If the other insured parties travelling with you are objectively unable to return home with the means of transport envisaged and/or used at the start of travel, the Organisational Structure shall book a ticket for them to return to their residence.

All costs for the tickets will be paid by Europ Assistance up to a maximum of **Euro 200.00** per insured person.

Europ Assistance may ask you for the return travel ticket that the other insured parties do not use.

7. TRAVEL OF A FAMILY MEMBER

You may ask for a family member to reach you if you are hospitalised during travel in a Healthcare Institute for more than 7 days and need their help.

The Organisational Structure will book a ticket for your family member resident in Italy to reach you, so that they can be with you.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.

8. ACCOMPANIMENT OF CHILDREN

You can ask that children aged under 15 travelling with you are accompanied if you are injured or ill or if, for reasons beyond your control, you are unable to take care of them.

The Organisational Structure will book a return ticket for a family member. This return ticket serves to reach the children and take them back to their place of residence.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.

9. RETURN OF THE CONVALESCENT INSURED PARTY

You may ask to return to your residence if you are convalescent after an injury or illness and cannot use the means you had initially envisaged for your return.

The Organisational Structure will book a ticket for you.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.

Europ Assistance may ask you for your unused return travel ticket.

10. EXTENSION OF THE STAY

You can ask to extend your stay if a medical certificate confirms that the illness or injury prevents you from returning home on the date you had planned. In this case, the Organisational Structure will book a hotel for you.

Europ Assistance will pay for the room and breakfast costs for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured Insured Party.

11. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

(the provision only applies to residents in Italy)

You can request information about the medicinal products when you are abroad and fall ill and/or become injured and need information on proprietary medicines that are validly registered in Italy; in this case, the Organisational Structure will let you know which medicinal products coincide, if such exist, and are available locally.

12. INTERPRETER AVAILABLE ABROAD

You can ask for an interpreter if you are hospitalised in a Healthcare Institute abroad and have difficulty communicating with the doctors, **because** you do not speak the local language.

The Organisational Structure will send an interpreter to the hospital for daily discussions with the Healthcare Institute doctors.

Europ Assistance pays the costs of the interpreter up to a maximum of 8 working hours.

13. ADVANCE OF EMERGENCY EXPENSES

(the provision only applies to residents in Italy)

You can have an advance on emergency expenses if you have suffered:

- an injury
- an illness
- theft, robbery, bag-snatching or failure to deliver your luggage

or have had to pay for unforeseen costs you cannot afford.

The Organisational Structure will advance payment of the invoices for you, in situ, **up to a maximum of Euro 5,000.00.**

When the total of the invoices exceeds Euro 150.00, Europ Assistance may decide to advance you a larger amount of money, if you can provide an economic guarantee.

The Organisational Structure will guarantee you an advance of emergency expenses if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

Please note:

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

14. EARLY RETURN

You can request an early return, ahead of schedule. This applies when a result of the death or hospitalisation with imminent life-threatening emergency involving one of the following family members: spouse/live-in companion more uxorio, son/daughter, brother, sister, parent, mother/father-in-law, son/daughter-in-law

The date of death must be stated on the death certificate issued by the registry office.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket for you to allow you to reach the place of burial or where your family member is hospitalised.

If you are travelling with a child, the Organisational Structure will bring both back, as long as the child is also insured.

If you are travelling with a vehicle and cannot use it to return early, the Organisational Structure will also provide you with a ticket to head back and collect it on a later date.

You will need to send Europ Assistance the death certificate or documents proving the hospitalisation for a life-threatening emergency of your family member within 15 days of the event that required you to return early.

15. ADVANCE OF CRIMINAL BAIL ABROAD

(the provision only applies to residents in Italy)

You can request the advance of criminal bail if you are abroad and have been arrested or threatened with arrest and need to pay criminal bail to be restored to freedom.

The Organisational Structure will advance payment of bail for you, directly in situ, **up to a total maximum value of Euro 15,000.00.**

Under no circumstances will Europ Assistance pay more than Euro 15,000.00.

The provision shall apply when you can provide an economic guarantee.

The Organisational Structure will guarantee you an advance of criminal bail if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

Please note:

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

16. INDICATION OF A LAWYER ABROAD

You may ask for the indication of a lawyer if you are arrested or risk being arrested abroad.

The Organisational Structure will indicate the lawyer to you in accordance with local rules and availability. This applies in countries where Europ Assistance has branches or representatives.

This is an indication of a name only; you will pay for the costs of the lawyer.

17. SENDING OF URGENT MESSAGES

You can ask to send a message when, due to an illness and/or injury, you are unable to deliver urgent messages to people resident in Italy; in this case, the Organisational Structure will arrange for the notification of the message to the addressee.

The Organisational Structure is not responsible for the messages sent.

VEHICLE ASSISTANCE

18. ON-ROAD EMERGENCY SERVICE

If, during travel, the vehicle in which you are travelling stops due to a failure and/or accident and can no longer move, call the Organisational Structure.

The Organisational Structure will send you where you stopped a roadside assistance vehicle.

The breakdown truck transports the vehicle from the location of the stop:

- to the nearest Authorised Europ Assistance Centre;
- to the nearest customer service workshop of the relevant Manufacturer or the nearest mechanic;

- to a place you indicate, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

Europ Assistance shall **pay the cost of towing the vehicle to any of the destinations listed above and/or within the distance envisaged, per claim, in your place.**

Please note: Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.

19. RECOVERY

If, during travel, the vehicle in which you are travelling cannot restart:

- due to a flat battery or failure to start in general
- if you have lost the keys or they have broken
- due to a puncture,

call the Organisational Structure.

The Organisational Structure will send you a roadside assistance vehicle. If possible, the assistance vehicle will repair the vehicle in situ.

Europ Assistance **will pay, in your place**, the rescue expenses as long as the supplier is **within 20 km of the place where the vehicle has stopped**. If not, the "Roadside Assistance" service shall apply.

ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME

20. MEDICAL CONSULTATION

When a Family Member who has remained at home, becomes ill or injured and needs to have their health assessed, they can call the Organisational Structure doctors and ask for a telephone consult.

The Family Member shall inform the Organisational Structure of the reason for the request and provide a contact telephone number.

This opinion is not a diagnosis.

21. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

You can only request this provision when a MEDICAL CONSULT has been requested for your family member.

If you are in Italy and a Family Member needs a medical check-up or an ambulance, the Organisational Structure sends a chosen and affiliated doctor to your home.

When no doctor can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

This is not an emergency provision; in this case, call 118.

The provision can be supplied during the following hours:

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day.

EXTRA ASSISTANCE DURING TRAVEL COVER

You may request that Europ Assistance provide the following service in the event of COVID-19 epidemics/pandemics, striking:

- you;
- a family member travelling with you, as long as they are insured;
- a travel companion, as long as insured;

The assistance service is supplied up to once per Insured Party, per type within the period of policy duration.

1.1 RETURN TO THE RESIDENCE

If you are unable to return to your residence by the means that you had booked at the beginning of your trip, call the Organisational Structure.

The Organisational Structure will help you book the tickets necessary for your return home.

Air tickets will always be economy class.

Europ Assistance will pay the cost of the ticket for you up to a maximum of Euro 1,000 per Insured Party and per Policy duration.

Europ Assistance may ask for the tickets you were unable to use to return home, to be returned to it.

1.2 ADVANCE OF EMERGENCY EXPENSES

If you are required to extend your stay and you find yourself in economic difficulty, you may obtain an advance for emergency expenses.

The Organisational Structure will advance payment of the invoices for you, in situ, **up to a maximum of Euro 2,000.00.**

The Organisational Structure will guarantee you an advance of emergency expenses if:

- the money transfer respects the rules or regulations in Italy
- you can show that you are able to repay the amount

Please note:

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

B) MEDICAL EXPENSES COVER

If you become suddenly ill and/or are injured during travel, Europ Assistance will pay, in your place, for any urgent Medical/Pharmaceutical/Hospital Expenses that cannot be deferred, incurred in the place of the claim during the Policy term.

Europ Assistance pays the costs in your place if the Organisational Structure believes that it is technically-practically feasible to proceed. If not, Europ

Assistance will reimburse these costs at the same conditions, without applying a fixed excess charge.

Europ Assistance will pay for or reimburse the medical expenses, **per Insured Party and per claim:**

- up to a maximum of Euro 1.000.00 for travel in Italy
- up to a maximum of Euro 7.000.00 for travel in Europe,
- up to a maximum of Euro 10.000.00 for travel in Worldwide

Europ Assistance pays (if it is technically-practically feasible to proceed) or refunds you for any **urgent medical/pharmaceutical/hospital expenses that cannot be deferred**, incurred at the place of the claim, in the following cases:

Case A)

During the period for which your travel extends in the event of **sudden illness or injury** not connected with a COVID-19 epidemic/pandemic.

The limit to liability is that envisaged for the destination of your travel with the maximum limit of Euro 5,000.00.

Case B)

During travel in the event of illness relating to COVID-19 epidemic/pandemic, ascertained by positive testing.

The limit to liability is that envisaged for the destination of your travel with the maximum limit of Euro 5,000.00.

Limits of liability are per Insured Party and per period of Cover duration.

Example:

- if the limit to liability in ITALY of the Basic Policy is Euro 1,000.00, the limit to liability recognised for this cover is Euro 1,000.00
- if the limit to liability in EUROPE of the Basic Policy is Euro 7,000.00, the limit to liability recognised for this cover is Euro 5,000.00

.If you have been hospitalised

- until your discharge from the Healthcare Institute or
- until the Europ Assistance doctors believe you can return to Italy.

If you have not been hospitalised.

- **only the expenses you incurred during the policy term and that the Organisational Structure has authorised for you.**

Europ Assistance will pay you up to the above maximum amount:

- fees for staying in the Healthcare Institute prescribed by the doctor **up to Euro 250.00 per day per Insured Party;**
- expenses for urgent dental treatment that cannot be postponed, following an injury that took place during travel **up to the limit of Euro 250.00 per insured party;**
- only in the **case of injury**, the expenses for prosthesis repair **up to the limit of Euro 250.00 per Insured Party;**
- costs for search and rescue **of up to Euro 500.00 per claim in Italy, the Republic of San Marino, or the Vatican State City and Euro 2,500.00 per claim abroad;**
- only in the **case of injury**, the expenses for the treatment received when you return to your place of residence, **within 45 days of the injury and up to the limit of Euro 500.00.**

Please note:

For this cover, a fixed excess charge applies. See Art. "Limitations of Cover" of Section II

C) TRAVEL OR RENTAL CANCELLATION COSTS COVER

You can request travel or rental cancellation costs cover when you need to cancel or alter the trip booked, for reasons or events that are **objectively able to be documented, unexpected and not known to you at the time of confirming travel**, affecting:

- you and/or your family members directly;
 - your partner/joint-owner of the associated firm/business directly;
- You can request a trip or rental cancellation cost guarantee when you have to cancel the booked trip, following a positive result from Covid-19 verified by reports with positive results, affecting:
- the Insured Party him/herself directly and/or his/her family members;
 - your Travel Companion directly.

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you
- and, as long as they are insured and registered in the same travel file:
- to your family members;
- to one of your travel companions.

If several Insured Parties are registered to travel together at the same time, and none are members of your family unit, you shall specify only one person as "travel companion".

Europ Assistance will reimburse the full amount of the penalty charged, **up to the limit to liability envisaged in the contract with the Travel Organisation or specified by the Tour Operator in its catalogues. The reimbursement shall not exceed Euro 20,000.00 per practice.**

If multiple insured parties registered for travel together should simultaneously cancel the trip, Europ Assistance reimburses the penalty out up to the amount by the sum of the limits to liability insured per person, **with the total maximum of Euro 15,000.00 per claim.**

Europ Assistance does not reimburse:

- file handling costs;
- agency fees;
- registration fees.

Please note:

This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of Section II.

The Excess does not apply:

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding day hospital and accident and emergency)
- in the event of death.

D) TRAVEL EXTENSION COVER

The Cover applies in the following cases:

Case A) if a COVID-19 epidemic/pandemic affects you and you are forced to quarantine;

or

Case B) if you are forced to extend your stay due to a positive result to a control of your state of health, by government directive in the country in which you find yourself during your Travel, performed on you at the departure port/airport/station prior to returning to your residence or to reach the subsequent destination.

In these cases, Europ Assistance will indemnify you by way of reimbursement for the costs of your hotel/lease due to the extension of your stay.

In both case A) and case B) Europ Assistance will indemnify you for Euro 100.00 per day for a maximum of 15 days per Insured Party and period of duration of Cover.

Only a single indemnity will be provided, i.e. without summing the two cases.

F) INDEMNITY COVER FOR HOSPITALISATION

If, within 15 days of returning from Travel you were hospitalised for at least 7 consecutive days for COVID-19. Europ Assistance pays you an Indemnity of Euro 1,000.00 per Insured Party, per claim and per period of duration of Cover.

G) TRAVEL QUOTA REIMBURSEMENT COVER

If you, your family member travelling with you or your travel companion, registered simultaneously, are forced to interrupt travel in the event of:

- hospitalisation for COVID-19 epidemic/pandemic;
- forced quarantine due to COVID-19;
- rules/orders issued by the supervisory bodies of your country of origin that force you to return to your place of residence early;

Europ Assistance will pay you the cost of the services on the ground for the number of days until completion of travel, starting from the day on which travel was interrupted.

In the event of the simultaneous registration of a pre-established group of participants, the definition of "travel companion" may refer to just one person.



Where is the cover valid?

Art. 8. - TERRITORIAL SCOPE

These are the countries where the claim takes place and for which cover can be requested.

These are divided up into three groups:

A) Italy; Vatican City and the Republic of San Marino;

B) all European countries and the countries of the Mediterranean basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

C) all countries throughout the world.

VEHICLE ASSISTANCE SERVICES are supplied in:

Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Continental Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and Northern Ireland, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Monaco, Norway, the Netherlands, Poland, Continental Portugal, the United Kingdom, the Czech Republic, Romania, European Russia

(excluding the Ural Mountains), Serbia, Slovakia, Slovenia, Continental Spain and the Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.



When does Cover start and end?

Art. 9. - START DATE AND TERM

Cover is effective from the trip/stay start date to its end.

The travel or rental cancellation costs cover runs from the date on which Travel is booked, until the date on which Travel starts. Travel starts at: airport check-in, or, if checked-in early, upon passing the embarkation controls, or for rental, the start date of the stay.

Vehicle assistance services start from the 48 hours prior to check-in and expire upon check-in at the structure booked or departure station. Subsequently, it shall be effective from the time the Insured Party checks out to his/her return home and in any case within 48 hours

The indemnity cover for Hospitalisation starts from the date of your return and ends 15 days after the same.

The Travel Extension Cover runs from the start date of the trip and ends within 15 days from the end of the trip.

Assistance services to family members staying at home shall run from the start date of your travel/stay and shall remain in force until its end.

SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

Art. 10. - EXCLUSIONS

• GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- a) wilful misconduct or gross negligence except as indicated in the individual cover;
- b) flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c) war, strikes, revolutions, uprisings or popular movements, looting, acts of terrorism (except for that indicated in the individual Cover, under: "What is insured?" of Section I - Description of Cover) and vandalism.

All travel undertaken to participate in contests/competitions involving extreme activities, is excluded, as is business travel.

EXCLUDED COUNTRIES: Travel is not insured in the following countries: Cocos, Georgia del Sud, Heard e Mc Donald, Isola Bouvet, Isola Christmas, Isola Pitcairn, Isola Chagos, Isola Falkland, Isola Marshall, Isola Minori, Isola Salomone, Isola Wallis e Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Sahara Occidentale, Samoa, Sant'Elena, Somalia, Terre Australi Francesi, Timor Occidentale, Timor Orientale, Tokelau, Tonga, Tuvalu, Vanuatu.

• EXCLUSIONS FROM INDIVIDUAL COVER

In addition, claims due to the following are excluded from the ASSISTANCE COVER:

- a) automotive, motorcycle or motor boat races and related tests and training;
- b) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- c) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- d) illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- e) removal and/or transplant of organs;
- f) abuse of alcohol or psychological drugs;
- g) illness/injury deriving from the HIV virus;
- h) use of mind-altering and hallucinogenic substances;
- i) not being authorised to drive the vehicle in accordance with applicable law provisions;
- j) attempted suicide or suicide;
- k) air sports in general, the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, paragliding and similar, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of bravado, injuries suffered as a consequence of professional sports or sports played in any case in a non-amateur manner (including competitions, races, trials and training);
- l) everything else not specifically indicated in the services;
- m) epidemics or pandemics on the basis of that declared by the World Health Organisation with the exception of Covid-19;
- n) Expenses due or attributable to fiduciary quarantine or other restrictive

measures of freedom of movement, decided by the competent International Europ Assistance will also not pay you for:

and / or local Authorities, are not guaranteed, meaning by local authorities any competent authority of the country of origin or of any country where you have planned the your journey or through which you are passing to reach your destination;

- o) anything else not specifically indicated in the individual covers.

THE FOLLOWING EXCLUSIONS ALSO APPLY TO THE INDIVIDUAL PROVISIONS:

22. RETURN FOR HEALTH REASONS

The following are excluded:

- illness or injury that the Organisational Structure doctors consider does not prevent you from continuing your travel;
- illness or injury that can be treated on site;
- infectious diseases, when transport does not comply with national or international medical standards;
- discharge from the medical centre or hospital against the doctors' advice, for your own choice or that of your family members.

In the event of death, the following are excluded:

- costs for the funeral, to search for missing persons, recovery of the body and other costs not relating to transport;
- the transport of the body to places inaccessible to normal means of transport;

transport, always in compliance with current provisions of Law, can be made using vehicles suitable for funeral transport (e.g. funeral cars); return to the place of residence is excluded if you do not reside in Europe and your travel is to a non-European country.

23. ON-ROAD EMERGENCY SERVICE

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.

24. RECOVERY

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

In addition, the MEDICAL EXPENSES COVER does not cover claims due to:

- a) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- b) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- c) illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- d) injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
- e) removal and/or transplant of organs;
- f) automotive, motorcycle or motor boat races and related tests and training;
- g) gross negligence;
- h) abuse of alcohol or psychological drugs;
- i) illness/injury deriving from the HIV virus;
- j) use of mind-altering and hallucinogenic substances;
- k) attempted suicide or suicide;
- l) epidemics or pandemics on the basis of that declared by the World Health Organisation with the exception of Covid-19;

- m) Expenses due or attributable to fiduciary quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities, are not guaranteed, meaning by local authorities any competent authority of the country of origin or of any country where you have planned the your journey or through which you are passing to reach your destination;
- n) failure to comply with the ordinances / regulations imposed by the supervisory bodies / host countries or countries of origin;
- o) the events for which the Tour Operator must intervene directly in compliance with the obligations deriving from the provisions of the tourism code;
- p) anything else not specifically indicated in the "Medical expenses" cover.

- all the expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
- dental care expenses following sudden illness;
- costs for the purchase and repair of spectacles and contact lenses;
- orthopaedic and/or prosthetic device expenses following sudden illness;
- check-ups in Italy for situations consequent to illnesses that began during the trip;
- transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation.
- medical expenses related to health checks for Covid-19 imposed by the country of destination upon arrival.

For TRAVEL CANCELLATION COSTS COVER, you are not insured if cancellation depends on or is caused by:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/complications;
- c. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;
- d. injury, illness or death occurs before the scheduled confirmation of travel;
- e. illnesses that are the expression or direct consequence of chronic pathological situations or pre-existing illnesses at the confirmation of the trip;
- f. consequences and/or complications of injuries that took place prior to confirming the travel;
- g. bankruptcy of the Carrier or Travel Agency or Organiser;
- h. epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine with the exception of Covid-19;
- i. deposits and/or advances that are not justified by penalty tax documents;
- j. Expenses due or attributable to fiduciary quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities, are not guaranteed, meaning local authorities any competent authority of the country of origin or of any country where you have planned the your journey or through which you are passing to reach your destination
- k. failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding day hospital and accident & emergency) of a family member.

For TRAVEL EXTENSION COVER it is also not insured:

- a. bankruptcy of the air carrier or the Tour Operator / Travel Agency
- b. the voluntary extension of the trip by the Insured for personal choices not related to the epidemic / pandemic from Covid-19;
- c. Expenses due or attributable to fiduciary quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities, are not guaranteed, meaning by local authorities any competent authority of the country of origin or of any country where you have planned the your journey or through which you are passing to reach your destination;
- d. failure to comply with the ordinances / regulations imposed by the supervisory bodies / host countries or countries of origin;
- e. the events for which the Tour Operator must intervene directly in compliance with the obligations deriving from the provisions of the tourism code

For TRAVEL QUOTA REIMBURSEMENT COVER it is also not insured:

- a. Expenses due or attributable to fiduciary quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities, are not guaranteed, meaning by local authorities any competent authority of the country of origin or of any country where you have planned the your journey or through which you are passing to reach your destination;
- b. bankruptcy of the air carrier or the Tour Operator / Travel Agency;
- c. cancellation by the Tour Operator / Travel Agency;
- d. failure to comply with the ordinances / regulations imposed by the supervisory bodies / host countries or countries of origin;
- e. the events for which the Tour Operator must intervene directly in compliance with the obligations deriving from the provisions of the tourism code.



Are there limits to cover?

Art. 11. - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under laws of regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.

The link below gives an updated list of countries subject to sanctions

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

The policy shall not apply in the following countries: **Syria, North Korea, Iran, Venezuela and Crimea.**

Please note:

If you are a "United States Person" and you are in Cuba, in order to receive the assistance and compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws.

If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay compensation.

Art. 12. - LIMITS TO COVER

• CONTINUED STAY ABROAD

You can stay abroad for a maximum of 30 consecutive days during the validity of this Policy. **You are not insured for claims that occur after 30 days.**

A) ASSISTANCE COVER

• LIMITS TO INTERVENTION

Europ Assistance does not provide you with Services in countries in a declared or *de facto* state of war, including those where war has been declared publicly. Such countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a danger level declared as equal to or above 4.0. Europ Assistance is also unable to provide you with the Assistance Services in countries where the local or international authorities do not allow in situ intervention, even if there is no risk of war.

• LIMITS TO THE SUPPLY OF SERVICES

The assistance services are supplied up to three times per insured party, per type within the period of travel duration.

• LIMIT TO LIABILITY

Europ Assistance will not compensate damages:

- caused by the intervention of the authorities of the country in which assistance is given,
- consequent to any other random, unforeseeable circumstances.

B) MEDICAL EXPENSES REIMBURSEMENT COVER

• FIXED EXCESS CHARGE

Europ Assistance applies a fixed excess charge **only when you have not been hospitalised and in cases of reimbursement**. The absolute fixed excess is **Euro 50.00**.

D) TRAVEL CANCELLATION COSTS COVER

• PERCENTAGE EXCESS CHARGES

The cover includes a 25% excess charge for settlement of 100% penalty from 60 before the start of the lease, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death. If the penalty exceeds the limit to liability guaranteed, the percentage excess charge is calculated on the latter.

Example of fixed excess:

if the agreed excess is a fixed amount of Euro 50.00:
expenses lower than Euro 50.00 will not be compensated
expenses amounting to more than Euro 50.00 will be reimbursed after a Euro 50.00 deduction (within the limits of the maximum cover).

Specialist visit	Euro 150.00
Fixed excess	Euro 50.00
Reimbursement	Euro 100.00

Example of percentage excess:

estimated amount of damages

Euro 100.00

20% excess

Euro 20.00

indemnifiable/reimbursable damages within the limits to liability Euro 80.00 (Euro 100.00 - Euro 20.00)

SECTION III - OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE



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

Art. 13. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

FOR ALL COVER OTHER THAN ASSISTANCE

You will need to report your claim in the following ways:

- access the portal <https://sinistronline.europassistance.it> or website www.europassistance.it in the CLAIMS section. Follow the instructions.

or

- by writing a letter sent recorded delivery with advice of receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan**

You must provide the following data/documents:

- your name, surname and address;
- your telephone number;
- The Europ Assistance card number + case no.;
- the circumstances of the event;
- the date on which the claim took place;
- the place where you or the persons responsible for the claim can be contacted.

The time frame for reporting the claim is indicated in the individual cover.

ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:

A) ASSISTANCE COVER

Always call the Europ Assistance Organisational Structure at: +39 02.58.28.65.32 from Italy or abroad. The Organisational Structure operates 365 days a year, 24 hours a day.

Do not do anything until you have contacted the Organisational Structure.

In the event of an emergency, call the Emergency Service.

If you do not contact Europ Assistance, it cannot guarantee you cover. Art. 1915 of the Italian Civil Code applies.

B) MEDICAL EXPENSES COVER

In case of a Claim, you must call the Organisational Structure immediately, at: +39 02.58.28.65.32 from Italy or abroad, you must make a report no more than sixty days after the claim occurred.

Send the following data/documents:

- the Emergency certificate written on the place of the claim indicating the pathology suffered or medical diagnosis certifying the type of injury suffered and how it took place;
- a true copy of the original medical record, if hospitalised;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for purchase of medicinal products with original receipts of the medicinal products purchased;
- Covid-19 positive test report.

C) INDEMNITY COVER FOR HOSPITALISATION

- Make a claim report **within sixty days of when the claim took place.**
- You must send the following documentation:
- certificate of discharge from the Hospital in which you were hospitalised for COVID-19, stating the reason and duration of hospitalisation

D) TRAVEL CANCELLATION COSTS COVER

In the event of a Claim, you must notify the travel organisation or agency or carrier of your formal renunciation of the Travel and make a report within 3 days of the onset of the cause of the renunciation and in any case by the Travel start date if the terms of 3 days fall after the Travel start date. If the renunciation and/or change are caused by illness and/or injury, the declaration must specify:

- the type of pathology;
- the pathology start and end.

Within 15 days of the above declaration, you must send Europ Assistance Italia S.p.A. the following documents:

- copy of the Europ Assistance card;
- original documentation able to provide objective proof of the cause of renunciation/change;
- documentation showing the connection between yourself and any party causing the renunciation;
- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
- in the event of hospitalisation, a true copy of the original medical record;
- in the event of death, the death certificate;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- billing statement of confirmation as issued by the Travel Agency/Organisation;
- invoice relating to the penalty charged, issued by the Contracting Party and Travel Agency/Organisation;
- copy of the cancelled ticket;
- travel regulation and programme;
- travel documents (visas, etc.);
- travel confirmation contract.

If a penalty is charged by the airline carrier/shipping company:

- confirmation of purchase of ticket or similar document or receipt of payment;
- copy of the cancelled air or ship tickets documenting the amounts charged to the customer.

E) TRAVEL EXTENSION COVER

Make a claim report **within sixty days of when the claim took place**.

You must send the following documentation:

- documentation proving the duration of the extension of your travel
- any invoices received from the hotel/lease proving the greater expenses incurred for the extension of your travel
- declaration by the airport attesting that it is impossible to leave

F) TRAVEL QUOTA REIMBURSEMENT COVER

Make a claim report **within sixty days of when the claim took place**.

You must send the following documentation:

- statement of registration;
 - hospitalisation certificate;
 - medical certificate attesting to the mandatory nature of the quarantine;
- documentation certifying the obligation to return to the country of origin

For the claims management of all cover:

Europ Assistance may ask you for other documents if necessary to assessing the claim.

You are obliged to provide these.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

This is established by the Italian Civil Code under Art. 1915.

Art. 1915 of the Italian Civil Code: this article explains what happens to the insured party if he does not report the claim to his insurer in the time in which he requested it.

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

If the Insured Party deliberately acts in such a way as to cause or aggravate the damage, the insurer need not pay it.

If the Insured Party involuntarily causes or aggravates the loss, the insurer may pay less.

Art. 14. - DAMAGE SURVEY AND CLAIMS SETTLEMENT CRITERIA

• PAYMENT OF INDEMNITY (Valid for all cover except for Assistance)

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/refund due to you and informs you of it. **EUROP ASSISTANCE WILL PAY YOU WITHIN 20 DAYS OF THIS NOTIFICATION.**

In the event of death, before Europ Assistance has paid the indemnity **HOSPITALISATION INDEMNITY**, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to indemnity/per diem by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Party in the event of a Claim".

C) LUGGAGE COVER

• CRITERIA

If a carrier/hotelier is liable for damages to your luggage, Europ Assistance will pay you up to the limit to liability envisaged in the Policy, supplementing the portion already reimbursed by the carrier/hotelier liable for the event.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation. If objects were purchased more than three months before the claim, their general wear and tear will be taken into account.

In the event of failure, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

G) TRAVEL QUOTA REIMBURSEMENT COVER

• CRITERIA

Europ Assistance will refund you the cost of the days left to complete travel, dividing the total cost declared/paid for the services on the ground, by the days of travel duration. You will pay for the registration fee.

Europ Assistance will refund you starting from:

- day of hospitalization for epidemic / pandemic from Covid-19;
- day of forced quarantine from Covid-19;
- day of early return imposed by the control bodies of your country of origin.

ANNEX A - GLOSSARY

Insured Party: the natural person who purchased a travel package from the Contracting Party (to whom we refer as "you").

Luggage damage: the damage caused to luggage during sailing or flight.

Luggage: the case, bag and rucksack you take with you when travelling and what they contain.

Insurance Conditions: clauses of the Policy that contain: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

Contracting Party: the company operating as Tour Operator with registered office and tax residence in Italy, the Republic of San Marino, and the Vatican City State and which stipulates the policy in favour of third parties and pays the related charges.

Travel Companion: the person travelling with you and who is insured with this policy.

Europ Assistance: the insurance company, i.e. Europ Assistance Italia S.p.A. at Piazza Trento n. 8 - 20135 Milan, authorised by Decree of the Ministry for Industry and Trade and Crafts no. 19569 of 02 June 1993 (Official Journal no. 152 of 1 July 1993) and registered with section I of the List of insurance and reinsurance companies under no. 1.00108. Europ Assistance is a Generali Group company, registered with the list of insurance groups, managed and coordinated by Assicurazioni Generali S.p.A.

Family member: the spouse, live-in companion more uxorio, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, mothers/fathers-in-law, brothers/sisters-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

Fixed Excess: the sum paid by yourself when the claim is liquidated.

Cover: the insurance, other than assistance insurance and for which, in the event of a claim, Europ Assistance recognises indemnity.

Failure: damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that you are unable to use the vehicle in normal conditions.

Vehicle: under Articles 47 et seq. of the New Highway Code, a vehicle is defined as a means of transport for personal use with a total weight when fully loaded of up to 3.5 tonnes, with an Italian number plate

and in particular:

- a motor vehicle;
- trailers (appendix trailers, caravans, etc.) towed by motor vehicles;
- caravan and camper van requiring a driving license B to drive them;
- motorcycle.

Indemnity/Compensation: the amount paid to you by Europ Assistance in the event of a claim.

Injury: the event caused by a violent, external Act of God. The only, direct consequence of the injury are objectively evident physical injuries causing death, permanent disability or temporary disability.

Healthcare Institute: the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics are not considered as healthcare institutes.

Illness: a change in health not caused by an injury.

Chronic illness: illness that has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

Sudden illness: illness of acute onset that was not known prior to starting Travel.

Pre-existing illness: illness that is the expression or direct consequence of pathological situations in place at the time the Policy began.

Maximum Cover/Amount Insured: the maximum amount paid by Europ Assistance in the event of a Claim.

Policy: the insurance contract that establishes the rights and duties between Europ Assistance and the Contracting Party/Insured Party.

Premium: the amount due to Europ Assistance.

Service: the assistance supplied in kind, i.e. the aid that must be provided to the Insured Party when required, by Europ Assistance, through its Organisational Structure.

Residence: the place in which you live, as shown on a residency certificate.

Hospitalization: a stay in a Healthcare Institute involving at least one night.

Risk: the probability that the claim occurs.

Claim: the damaging event for which the service/insurance guarantee is recognised.

Percentage Excess: the part of the amount of the damages, declared as a percentage, which remains at your expense, with a minimum charge that is expressed as an absolute value.

Medical/Pharmaceutical/Hospital Expenses: these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests). The hospitalisation fees indicate the cost of the day spent in a Healthcare Institute. The cost also includes medical/nursing care.

Organizational structure: the structure of Europ Assistance Italia S.p.A. - P.zza Trento, 8, 20135 Milan, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Insurance Conditions.

Carrier: aeroplane, coach, train, ship.

Travel/Trip: travel for tourism.

In the event of travel by aeroplane, train, coach or ship, reference is made to the journey from the station of departure (airport, port or road/rail/tram station) to that of arrival. If travelling by car or any other means apart from ship, aeroplane or coach, reference is made to any location more than 50 km from the place of residence in Italy of the Insured Party. The mileage excess does not apply to *Vehicle Assistance* only.

Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02-58.38.41 - www.europassistance.it
Indirizzo posta elettronica certificata (PEC): EuropAssistanceItaliaSpA@pec.europassistance.it
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01335550323 - Reg. Imp. Milano e C.F.: 80039790151
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.001088 - Società appartenente al Gruppo Generali, iscritta all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

www.europassistance.it



DATA PROCESSING DISCLOSURE

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

Disclosure on the processing of personal data for insurance purposes
(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

Personal data is information about a person which enables said person to be distinguished from others. Personal data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences. There are rules^[1] that govern personal data to protect it from incorrect use. Europ Assistance Italia complies with these rules and this is another reason why it wishes to inform you about what it does with your Personal Data^[2].

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the **Data Protection Officer** c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail UfficioProtezioneDati@europassistance.it.

Why does Europ Assistance Italia use your Personal Data and what happens if you do not supply it or do not authorise its use?

Europ Assistance Italia uses your Personal Data, if necessary to managing COVER, including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the Policy, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the Policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position (geolocation), is processed to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent;
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of corporate property (e.g. buildings and computer instruments): your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Policy and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for *insurance purposes* and, therefore, will also be unable to provide the COVER.

How does Europ Assistance Italia use your personal data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies^[3], Europ Assistance Italia uses the Personal Data it has obtained from yourself or other people (such as, for example from the Policy contracting party, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer or app.

For *insurance purposes*, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and other subjects carrying out technical, organisational and operative tasks^[4].

According to the activities it needs to carry out, Europ Assistance Italia may use your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable 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 suitable, appropriate guarantees according to applicable law. You have the right to obtain information relating to the transfer of your Personal Data outside the European Union. You may do so by contacting the Data Protection Office.

Europ Assistance Italia shall not make your Personal Data accessible to the public.

For how long will Europ Assistance Italia keep your Personal Data?

Europ Assistance Italia keeps your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The common Personal Data collected on this occasion (for example, agreeing a Policy, requesting a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by yourself over time to the consent/refusal. You retain the right to object at any time to said processing and to request that your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all aspects not specified herein, storage terms are ten years, as per Art. 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

What are your rights in protection of your personal data?

In connection with the processing of your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of your personal data?". You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website www.garanteprivacy.it.

How can you exercise your rights in protection of your personal data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of your Personal Data processed by Europ Assistance Italia;

^[1] The European Personal Data Processing Regulation EU 2016/679 (hereinafter referred to as the "Privacy Regulation") and primary and secondary Italian legislation

^[2] Europ Assistance Italia operates as Data Controller in accordance with the provisions of the Privacy Regulation

^[3] These subjects, in accordance with the Privacy Regulation, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

^[4] To the Policy Contracting Party, other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.

- to object to the processing of your Personal Data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your Personal Data for direct marketing purposes

you can write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,
or e-mail: UfficioProtezioneDati@europassistance.it

Changes and updates to the disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website www.europassistance.it, where more information is available on the personal data protection policies adopted by Europ Assistance Italia.