



# **MyMemo IPV**

### **CARD: IDPVG + BOOKING N°**

### **How to request MEDICAL ASSISTANCE**

If you need to use the guarantees provided in the policy, do not do it alone but immediately contact our Organizational Structure in Italy, available 24 hours a day, 365 days a year Call from Italy and from abroad +39.02.58.24.06.28 or click on https://ipv.quickassistance.it and request digital assistance.

### How to request a REFUND

If you need to request a refund for expenses incurred during your trip, go to <u>https://sinistrionline.europassistance.it</u> If you need support call us +39. 02.58.24.52.70

### To open a claim you need :

- name, surname, address, phone number and tax code
- IBAN code in case of refund
- the cause of the accident
- card number IDPVG + BOOKING N°
- the date of occurrence of the accident
- description of what happened

In case of Assistance also :

- type of service required
- address of the place where you are



Europ Assistance Italia S.P.A.



#### "Group insurance"

Terms and Conditions of Insurance related to the Policy entered into between

Europ Assistance Italia S.p.A. with registered office at Via del Mulino, no. 4, 20057 Assago (MI) – A company authorised to carry out insurance business under the decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100108 – Single-member Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A. (hereinafter – Europ Assistance)

IDEE PER VIAGGIARE SRL Via dei Magazzini Generali 18/20 – 00154 Rome – VAT No. 04761781006

(hereinafter the "Policyholder")

in favour of customers of the Policyholder, meaning the Insured pursuant to Article 1891 of the Italian Civil Code

Edition 31.12.2024



Card No.° IDPVG + TRAVEL FILE No.

### **TERMS AND CONDITIONS OF INSURANCE - FORM 24272**

### **GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED**

### Art. 1. - OTHER INSURANCE

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

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

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

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

The Policy is governed by Italian law.

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

#### Art. 3. - TIME LIMITATION

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

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

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



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

### Art. 4. - CURRENCY OF PAYMENT

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

#### Art. 5. - PROFESSIONAL SECRECY

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

#### Art. 6. - PROCESSING OF PERSONAL DATA

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

#### **SECTION I - DESCRIPTION OF THE COVER**



What is insured?

### Art. 7. - SUBJECT-MATTER OF INSURANCE

### A) ASSISTANCE COVER

### TRAVEL ASSISTANCE

You can request the following benefits from Europ Assistance in the event of accident, illness or if you have Covid-19 that directly affects you, a member of your family or a travelling companion, provided that they are insured and travelling with you.



### The specified causes must occur while you are travelling.

#### INTERVENTION IN THE EVENT OF TERRORISM

Europ Assistance also assists you when acts of terrorism affect you directly where you are travelling.

Europ Assistance provides all services/benefits when:

- political or military events or local authorities allow it
- active operators can work without risk to themselves
- the intervention complies with international and also local laws and/or regulations

### MEDICAL CONSULTATION

If you have an illness or injury while travelling, you can ask for medical advice by phone. Doctors use the information you give them to assess your health.

### This opinion is not a diagnosis.

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

### • SENDING A DOCTOR OR AN AMBULANCE IN ITALY

You can apply for this benefit only if you are travelling and after having had a MEDICAL CONSULTATION.

If you are in Italy and need a medical consultation or ambulance, the Operations Centre will send a doctor to where you are staying during your trip.

When no doctor can intervene personally, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

# This is not an emergency service. If you require the assistance of the emergency services in Italy, call 118.

The times for the provision of the service are as follows:

- Mondays to Fridays, from 8 p.m. to 8 a.m.,
- Saturdays, Sundays and public holidays, 24 hours a day.

### • SENDING A PAEDIATRICIAN IN URGENT CASES TO ITALY

You can apply for this benefit only after having had a MEDICAL CONSULTATION.

If you are in Italy and you need a paediatrician and cannot find one, the Operations Centre will send a paediatrician to your place of residence.

When no doctor can intervene personally, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

# This is not an emergency service. If you require the assistance of the emergency services in Italy, call 118.

### • REFERRAL TO A MEDICAL SPECIALIST ABROAD

You can apply for this benefit only if you are travelling and after having had a MEDICAL CONSULTATION.

If you are abroad and would like to know the nearest doctor for a specialist visit, call the Operations Centre, which will provide you with the name of the doctor, subject to local availability.



### • MEDICAL RE-ENTRY

You can request Medical Re-Entry when, after a sudden accident and/or illness, the doctors of the Operations Centre, together with the doctors on site, decide that you can be transferred

- to a healthcare facility in Italy or to your residence,

or

to a healthcare facility in Italy or where you are resident,

or

- to your home.

### However, the final decision is made by the doctors of the Operations Centre.

Europ Assistance will organise and pay for your medical repatriation, according to the times and means most suitable for the circumstances.

The means of transport are:

- air ambulance; which is used, when available, only if you live in Italy and when the event occurs in a European or Mediterranean country.
- economy class flight, also with room for a stretcher if you have to lie down;
- first class train travel and, if necessary, with a sleeper car;
- ambulance.

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

You can request a transfer to the nearest health care institution, or transfer to a health care institution appropriate for the treatment of your illness, when you are admitted to a local facility that is not appropriate for the treatment of your condition; the Operations Centre shall organise the transfer, by the means and at the times deemed most suitable by the Operations Centre's doctors following the latter's consultation with the on-site doctor.

Europ Assistance may ask you for a return ticket that you do not use.

In the event of the death, the Operations Centre will arrange for the transport of the body to the place of burial in the country of residence or to the closest international airport

### However, the final decision is made by the Operations Centre

Europ Assistance will only pay for the cost of transporting the body.

### • RE-ENTRY WITH AN INSURED FAMILY MEMBER

When, during the organisation of the "Medical Re-entry", the doctors of the Operations Centre do not consider medical assistance for the Insured necessary during the trip, and an insured family member wishes to accompany the Insured to the place where they will be hospitalised or their home, the Operations Centre will arrange for the family member to return with the same form of transport as that of the Insured. Europ Assistance may request the unused return ticket of the family member.

### RE-ENTRY OF OTHER INSURED PERSONS

You may only request the Re-entry of other Insured Persons following "MEDICAL RE-ENTRY"

If the other insured persons travelling with you are objectively unable to return home by the means of transport provided and/or used at the start of the trip, the Operations Centre will book a ticket for them to return to their residence.



Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket, up to Euro 200.00 per insured person

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

### • TRAVEL OF A FAMILY MEMBER

You can request that a member of your family or a person of your choice joins you if, during your trip, you are admitted to a healthcare facility for more than 5 days and need their help.

The Operations Centre will book a ticket and a place to stay overnight for your family member residing in Italy to reach you, and stay with you.

Europ Assistance will pay for the cost of a first-class train ticket or economy-class airline ticket on your behalf and accommodation costs up to a maximum of Euro 100.00 per day and for a maximum of 10 days.

### • ACCOMPANYING MINORS

You may request minors travelling with you to be accompanied if you have an accident or illness or when you are not able to accompany them yourself, for a reason beyond your control.

The Operations Centre will book a return ticket for a family member. This return ticket can be used to reach the minors and return with them to their home.

Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket.

# • TRANSFER COSTS IN THE EVENT OF HOSPITALISATION OF THE INSURED PERSON

If a family member or travelling companion, who is also insured, needs to come to you while you are admitted to a healthcare facility, the Operations Centre will provide for their transfer from the Hotel to the healthcare facility where you are admitted and vice versa. Europ Assistance will pay transfer costs on your behalf **up to a maximum of Euro 300.00**.

### • RE-ENTRY OF A CONVALESCENT INSURED PERSON

You can request to return to your home if you are convalescing after an illness or injury and cannot use the means of transport originally intended for your return from the trip.

The Operations Centre will book a ticket for you, a Family Member or Travelling Companion, provided they are insured.

# Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket.

Europ Assistance may ask you for a return ticket that you do not use.

### • EXTENSION OF STAY

You can request 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 Operations Centre will book a Hotel for you, a Family Member or a Travelling Companion, provided they are insured.

Europ Assistance will only pay for room and breakfast costs for a maximum of 10 days and up to a maximum of Euro 100.00 per day



• INFORMATION ABOUT AND REFERRAL OF MEDICINAL PRODUCTS ABROAD (this service is only valid for people resident in Italy)

You can ask for information about medicinal products when you are abroad and have an illness and/or have been injured, and need information about Italian-registered medicinal products; in this case, the Operations Centre will inform you of any corresponding medicinal products available at your location.

### • INTERPRETERS ABROAD

You can request an interpreter if you are admitted to a healthcare facility abroad or in case of court proceedings and have difficulty communicating because you do not know the local language.

The Operations Centre will make an interpreter available to you.

Europ Assistance will pay the costs of the Interpreter up to a maximum of Euro 1,000.00.

### ADVANCE ON EXPENSES FOR BASIC NECESSITIES

You may receive an advance for expenses for basic necessities, if you have had:

- an accident
- an illness,
- been affected by a theft, mugging or non-delivery of baggage

and you have unexpected expenses that you cannot pay.

The Operations Centre will pay the invoices for you, on the spot, up to a maximum amount of Euro 8,000.00.

### The service will be operative when you can provide a financial guarantee.

The Operations Centre guarantees it will pay the Advance for Expenses on Basic Necessities if:

- the money transfer complies with the rules or regulations in Italy or in the country where you are located
- you can prove you can repay the loaned sum
- there are Europ Assistance Branches or Correspondents in the country in which you are located in order to make the Advance.

### Note:

Within one month from the date of the advance, you must repay the amount advanced. If you fail to do so, you will pay additional interest at the current legal rate.

### • EARLY RE-ENTRY

You, your family members and a Travelling Companion also insured and travelling with you may be forced to return home earlier than planned:

- due to the death or life-threatening hospitalisation of a member of your family. The date of death must be that indicated on the death certificate issued by the registry office;
- due to material damage to your main or secondary residence, your professional office or your business that makes your presence indispensable and unavoidable.



Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket so you can reach the place where the burial will take place or where your hospitalised family member is.

**If you are travelling with a minor**, the Operations Centre will arrange for the return of both of you, provided the minor is also insured.

**If you are travelling in a vehicle** and cannot use it to return home earlier, the Operations Centre will also provide you with a ticket so that you can retrieve it later.

Within 15 days of the event that forced you to return home early, you must send Europ Assistance the death certificate or documents proving that the family member has been admitted to the hospital and that his or her life is in danger.

### • ADVANCE ON BAIL ABROAD

You can apply for an advance on criminal bail if you have been arrested abroad or are threatened with arrest and have to pay criminal bail to be released.

The Operations Centre will advance on your behalf, directly on the spot, the bail **up to a maximum total amount of Euro 25.000,00.** 

The service will be operative when you can provide a financial guarantee.

- The Operations Centre guarantees it will pay the Advance on Bail if:
- the money transfer complies with the rules or regulations in Italy or in the country where you are located
- you can prove you can repay the loaned sum
- there are Europ Assistance Branches or Correspondents in the country in which you are located in order to make the Advance.

### Note:

Within one month from the date of the advance, you must repay the amount advanced. If you fail to do so, you will pay additional interest at the current legal rate.

### • REFERRAL TO A LAWYER ABROAD

If you are abroad and are arrested or at risk of being arrested, you may request the name of a lawyer.

The Operations Centre will refer you to the lawyer according to local rules and availability. This is the case in countries where there are Europ Assistance branches or correspondents.

Only a name is provided and you will still be responsible for the costs of the lawyer.

### • SENDING URGENT MESSAGES

To you may ask for messages to be sent when because of an illness and/or accident, you cannot have urgent messages sent to people who live in Italy, the Operations Centre will arrange for the message to be received.

The Operations Centre is not responsible for messages sent.

### • TELEPHONE CHARGES

If you have contacted the Operations Centre for assistance and have incurred telephone charges, Europ Assistance shall bear these costs **up to a maximum of Euro 100.00.** If you have already incurred them, you can also claim reimbursement within the limit.



In order to be reimbursed, you must prove the expenses through your bills or other documentation that Europ Assistance may ask you for.

### MONITORING OF HOSPITALISATION

If you are hospitalised, the Medical Service of the Operations Centre is available, as a point of reference, for any communications and updates on your clinical progress to be given to your family members.

### **VEHICLE ASSISTANCE**

### • ROADSIDE ASSISTANCE

If during the trip, the vehicle you are travelling in breaks down and/or is in an accident, and can no longer transit, you must call the Operations Centre.

The Operations Centre will send out a roadside assistance vehicle.

The tow truck will transport the vehicle from the location of the breakdown:

- to the nearest Europ Assistance authorised service centre,
- to the nearest manufacturer's service point or mechanic's workshop,
- to the place you indicate, provided it is within 50 kilometres (there and back) from the place of the breakdown.

Europ Assistance will pay for roadside assistance on your behalf to the destinations indicated previously and up to the maximum mileage indicated, per claim. Please Note! Tyre punctures and incorrect refuelling are not considered to be a breakdown and/or accident.

### • ROADSIDE REPAIR

If during the trip, the vehicle you are travelling in breaks cannot be repaired because:

- the battery is flat or the vehicle will not start in general
- you have lost the keys or they are broken
- you have a tyre puncture,

you must call the Operations Centre.

The Operations Centre will send out a roadside assistance vehicle. The roadside assistance vehicle will repair the vehicle on site, if possible.

Europ Assistance **will pay for roadside assistance** on your behalf provided the supplier is **within 20 km from the place where your vehicle is located. Otherwise**, the "Roadside Assistance" service will operate.

### • **REPLACEMENT CAR**

If the vehicle has to remain in the workshop for more than 3 working days after the "Roadside Assistance", certified by the workshop in accordance with the manufacturer's timetables and in compliance with the timetables of the National Association of Insurance Companies (ANIA), you must call the Operations Centre, which will provide you with a replacement car for private use, without a driver, with a cubic capacity of 1,200 cc, in order to reach the trip destination.

This car will be available at a participating rental station, subject to availability and during normal opening hours.



Europ Assistance will pay the cost of hiring a car, with unlimited mileage, until the repair is completed for a maximum of 2 days.

- Please Note! The following are not considered claims:
- cases of trailer immobilisation;
- cases of immobilisation of the insured vehicle due to the performance of the periodic servicing stipulated by the manufacturer;
- ordinary maintenance work, the repair time cannot be added to the time of the damage to be repaired.

### • HOTEL COSTS

If, during the trip, the vehicle stops due to a breakdown and/or accident and must remain in the workshop for one or more nights for repairs, call the Operations Centre.

The Operations Centre will arrange the hotel reservation and accommodation for you and the passengers travelling with you.

Europ Assistance will only pay the cost of bed and breakfast on your behalf **up to Euro 100.00 per person.** 

### • RE-ENTRY OR EXTENSION OF TRIP

If during the journey the vehicle suffers a:

- breakdown, accident, fire or partial theft for which it must **remain stationary in the** workshop for more than 72 hours.
  - theft or robbery

call the Operations Centre.

The Operations Centre provides you and the passengers travelling with you with the means to return to your residence or to continue your journey:

- one first class train ticket or one economy class air ticket
- or
- a replacement car and/or taxi. The replacement car is for private use, without driver, with a cylinder capacity of 1,200 cc. This car will be available at a participating rental station, subject to availability and during normal opening hours.

Europ Assistance pays on your behalf:

- the cost of tickets up to a maximum of Euro 400.00;
- the cost of hiring a car, with unlimited mileage, for a maximum of two days;
- the return of any baggage that exceeds the limits allowed by public means of transport or that cannot be transported in the hired car, **up to a maximum total of Euro 150.00 per claim**.

### • RECOVERY OF THE REPAIRED VEHICLE

If, following the Breakdown, the vehicle must remain in the workshop for one or more days for repair, the Operations Centre will provide you with a first-class train ticket or an economy class airline ticket to enable you to recover the Vehicle.

Europ Assistance will pay the ticket costs on your behalf.

### • SUBSTITUTE DRIVER



If you are unable to drive your vehicle to return to your residence and none of the other passengers can do so in your place, the Operations Centre will make a driver available to you.

The **driver** will be available **for up to three days** to drive your vehicle as quickly as possible to the first destination of the Journey or to your residence.

### • SENDING SPARE PARTS ABROAD

If you are abroad and need spare parts that are essential for the repair and operation of the vehicle that has been immobilised due to a breakdown, but these are not available locally, the Operations Centre will search for them and send them to you.

Shipment will be made to the customs clearance point closest to the location where the vehicle is immobilised. Spare parts and shipping costs are always your responsibility.

Europ Assistance assumes no liability for any delays due to the unavailability of the requested parts.

### Obligations of the Insured Person

The Insured must communicate the vehicle's make, type, model, cylinder capacity, chassis and/or engine number and year of construction, and specify the exact name of the parts needed and the manufacturer's reference number on each part.

The Operations Centre will promptly provide information regarding the forwarding of the parts to their destination and give the appropriate instructions if necessary.

The Insured Person must take the registration certificate, passport and damaged parts with them; this can often avoid the payment of customs fees.

### ASSISTANCE FOR FAMILY MEMBERS REMAINING AT HOME IN ITALY

### MEDICAL CONSULTATION

When a Family Member of yours, at home in Italy, falls ill or has an accident, and his/her health conditions need to be assessed, he/she can call the doctors of the Operations Centre and request a medical consultation over the telephone.

The Family Member must notify the Operations Centre of the reason for the request, and the contact telephone number.

This opinion is not a diagnosis.

### • SENDING A DOCTOR OR AN AMBULANCE IN ITALY

You may request this service only after a MEDICAL CONSULTATION for your family member has been requested.

If you are in Italy and your Family Member needs a medical examination or an ambulance, the Operations Centre will send a doctor to your home.

When no doctor can intervene personally, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

# This is not an emergency service. If you require the assistance of the emergency services in Italy, call 118.

The times for the provision of the service are as follows:



- Mondays to Fridays, from 8 p.m. to 8 a.m.,
- Saturdays, Sundays and public holidays, 24 hours a day.

### • SENDING A NURSE FOR HOME CARE

If your family member needs a nurse, the Operations Centre will send him/her one at a controlled rate.

Your family member, after calling the Operations Centre, will have to send you the medical certificate stating the pathology he/she suffers from and the treatment he/she must undergo.

Europ Assistance will pay the costs for the nurse up to a maximum of Euro 1,000.00 on your behalf.

### • PRESCRIPTIONS HOME DELIVERY

If one of your family members needs medication, but on certification by their attending doctor cannot leave home, you may contact the Operations Centre. After collecting the relevant prescription, the Operations Centre will arrange for delivery of the prescription prescribed by the doctor. The costs of the drugs delivered remain the responsibility of your family member.

### • MEDICAL CENTRE SEARCH AND BOOKING

If a member of your family needs a medical appointment or to undergo a medical examination, they may call the Operations Centre. After assessing your case and, if necessary, consulting your doctor, the Operations Centre will find the most suitable medical centre in Italy and book appointments according to your availability and that of the centre.

### HOME ASSISTANCE IN ITALY

You may claim the following services while you are travelling and only once per type.

### • SENDING AN ELECTRICIAN FOR EMERGENCY ASSISTANCE

In the event that you need an electrician due to a lack of electricity in all the rooms of your Home due to faults in the power switches, sockets, or internal distribution systems, the Operations Centre will send you an electrician, 24 hours a day, including public holidays.

Europ Assistance will pay on your behalf only the costs for the callout, labour and materials necessary to repair the damage.

### • SENDING A PLUMBER FOR EMERGENCY ASSISTANCE

In the event that you need a plumber due to flooding, seepage, lack of water or failure to drain sewage due to breakage, blockage, or failure of fixed plumbing pipes, the Operations Centre will send you a plumber, 24 hours a day, including public holidays.



Europ Assistance will pay on your behalf only the costs for the callout, labour and materials necessary to repair the damage.

### • SENDING A LOCKSMITH FOR EMERGENCY ASSISTANCE

In the event that you need a locksmith for theft or attempted theft, loss or breakage of keys, failure of the entrance lock, which make it impossible to gain access to your home or have compromised the functionality of the door in such a way that the security of the premises is not guaranteed, the Operations Centre shall send a locksmith, 24 hours a day, including public holidays.

Europ Assistance will pay on your behalf only the costs for the callout, labour and materials necessary to repair the damage.

### • SENDING A SECURITY MONITOR

If, following one of the events for which you have requested one of the services "SENDING AN ELECTRICIAN FOR EMERGENCY ASSISTANCE", "SENDING A PLUMBER FOR EMERGENCY ASSISTANCE", "SENDING A LOCKSMITH FOR EMERGENCY ASSISTANCE", your Home is no longer secure, the Operations Centre, at your request, will contact a security company that will send a person to ensure the security of your Home.

### • EARLY RE-ENTRY

If, as a result of one of the events for which you have requested one of the services "SENDING AN ELECTRICIAN FOR EMERGENCY ASSISTANCE", "SENDING A PLUMBER FOR EMERGENCY ASSISTANCE", "SENDING A LOCKSMITH FOR EMERGENCY ASSISTANCE", your Home is damaged while you are travelling and you are forced to return home before the planned date, the Operations Centre will provide you with a first class train ticket or economy class aeroplane ticket to allow you to return home. *The Insured Person shall subsequently document, at the request of the Operations Centre, the causes of the claim.* 

Europ Assistance will bear the costs up to a maximum of Euro 500.00 per claim.

### **B) MEDICAL EXPENSE COVER**

If, while you are travelling, you contract an illness or have an accident, Europ Assistance will pay for you the urgent, non-deferrable medical/hospital/pharmaceutical expenses incurred at the place of the Event, during the Policy term.

Europ Assistance will pay expenses on your behalf if the Operations Centre considers that the technical and practical conditions for proceeding are met. If this is not possible, Europ Assistance will reimburse these expenses under the same conditions, without applying the deductible.

Europ Assistance will pay or reimburse medical expenses, **per Insured Person and per Claim up to a maximum amount of**:

- Euro 1,000.00 for claims occurring in ITALY



### - Euro 50,000.00 for claims occurring in EUROPE and the WORLD

For Italian Insured Persons, the maximum amount for the country of destination will be recognised; for Insured Persons with foreign residence, the maximum amount for the country of residence will be recognised.

Medical Expenses cover is operative for a period not exceeding a total of 110 days of hospitalisation.

### If you have been hospitalised

- until you are discharged from the Healthcare Facility, or
- until Europ Assistance doctors consider that you can return to Italy.

### If you have not been hospitalised,

- only expenses during the policy term and authorised by the Operations Centre.

### Within the limit of liability indicated above, Europ Assistance will pay:

- the cost of urgent and non-deferrable dental treatment required as a result of an accident that occurred while travelling, with a limit of Euro 200.00 per insured;
- expenses for outpatient medical examinations, diagnostic and laboratory tests (provided they are relevant to the reported illness or accident) up to the limit of Euro 1,500.00;
- expenses for **medicines prescribed by the attending doctor** on site (provided they are relevant to the reported illness or accident) up to the limit of **Euro 1,000.00**;
- medical expenses incurred on board a ship within the limit of Euro 800.00;
- search and rescue costs, up to Euro 1,500.00 per claim;
- the costs of transporting you from the place of the accident to a recognised medical institution up to the amount of Euro 5,000.00 per insured person;
- only in **case of accident** expenses for treatment you receive when you return to your residence, during the 30 days following your return to your residence and up to the maximum amount of Euro 1,000.00.

### WHAT HAPPENS IN THE EVENT OF TERRORISM?

If an act of terrorism occurs in your location while you are travelling and you are directly affected, you can claim Medical Expense cover. Europ Assistance will directly pay the expenses. If this is not technically possible Europ Assistance will reimburse you, without applying the deductible.

# Note! there is a deductible for this cover. See the Article "Limitation of Cover" in Section II.

### C) BAGGAGE COVER

### 1. BAGGAGE AND PERSONAL EFFECTS

Europ Assistance will compensate material and direct damage to your baggage, including the clothes you were wearing when you left, caused by:

- theft, mugging, robbery, fire;



and only in the case of delivery to an air carrier, also loss of or damage to the baggage delivered to the air carrier.

Europ Assistance will compensate you. The value of your items of baggage, with a limit of Euro 300.00 for each item, including bags, suitcases and backpacks. Europ Assistance considers bags, suitcases and backpacks as a single object.

Europ Assistance will compensate you, per claim and per period of the journey, up to a liability limit of Euro 2,500.00.

Europ Assistance will pay you per claim and per Policy term, up to 50% of the maximum sum indicated above, for:

 photographic, film and optical equipment and photosensitive material, radios, televisions, recorders, any other electronic equipment, musical instruments, personal defence and/or hunting items, diving equipment, eyeglasses or sunglasses.

**Photographic, film and optical equipment** (camera, video camera, binoculars, flasher, lenses, batteries, bags, etc.) **are considered as a single object.** 

- jewellery, precious stones, pearls, watches, gold/silver/platinum items, furs and other precious objects.

Within the limit of liability indicated above, Europ Assistance will pay:

- up to **Euro 300.00** for the costs of reissuing identity cards, passports and driving/boating licences,
- up to **Euro 300.00** for unexpected expenses to buy necessary items for personal hygiene and/or clothing. This is only in case of total theft of the baggage or if the carrier delivers it to you at the destination airport of the outward journey with more than 12 hours delay in the case of confirmed scheduled and charter flights.

### D) TRAVEL REBOOKING COVER

You may apply for this cover when you have to interrupt your trip solely and exclusively as a consequence of:

- *Medical re-entry*organised by the Operations Centre, based on these contractual terms and conditions;
- *Early re-entry* organised by the Operations Centre, based on these contractual terms and conditions;
- *Re-entry of the convalescent Insured Person* organised by the Operations Centre, based on these contractual terms and conditions;
- early return if a family member at home has been hospitalised for more than 5 consecutive days or has died;
- your hospitalisation for more than 24 hours that prevents you from continuing your trip.

Europ Assistance shall reimburse the portion of the trip not taken calculated as indicated in the article "CRITERIA FOR SETTLING THE DAMAGE".

The portion of the trip not taken will be reimbursed **up to a maximum of Euro 15,000.00 per travel file.** 

### E) FLIGHT DELAY COVER



(The cover is only valid for tickets issued by the Tour Operator) You can claim this cover if your departure flight is delayed by more than 8 full hours. Europ Assistance indemnifies you in the amount of Euro 120.00 per insured person.

### F) PER DIEMS FOR COVID-19 HOSPITALISATION COVER

If, as a result of Covid-19, you fall ill and are hospitalised for more than 5 days, Europ Assistance will pay you a Per Diem of Euro 100.00 for each day of hospitalisation, up to a maximum of 10 days per claim and per Insured Person, therefore, the maximum sum per Insured Person shall never exceed Euro 1,000.00.

### G) TRIP INTERRUPTION COVER IN THE EVENT OF COVID-19

If you, your family members travelling with you or your travelling companion registered at the same time are forced to quarantine due to a Covid-19 infection, **Europ Assistance will reimburse:** 

- penalties charged for booked and unused ground services up to a limit of Euro 2,000.00 per Insured Person;
- the extra costs you pay to change your ticket or purchase a new one to return to your residence, up to a maximum of Euro 2,000.00 per Insured Person and net of any reimbursements received from the carrier;
- any hotel/accommodation expenses payable by you for the quarantine period up to a maximum of Euro 300.00 per day for a maximum of 14 days, if the quarantine cannot take place at the Insured Person's home.

### H) HOSPITALISATION INDEMNITY COVER IN THE EVENT OF COVID-19

If you have been admitted to an intensive care unit due to Covid-19 Europ Assistance will pay you an indemnity of Euro 1,500.00 per Insured Person per claim and per period of duration of the Cover.

### I) LEGAL PROTECTION COVER

Europ Assistance provides Legal Protection for you to defend your interests in out-of-court and judicial proceedings regarding your private life during the business trip, including expenses that cannot be recovered from the other party, in cases indicated in the policy, under the terms of this policy and with a maximum limit of €5,000.00 per claim, unlimited per trip duration.

The following will be paid:

- expenses for mediation/assisted negotiation for proceedings as indicated in the tables attached to Ministerial Decree 55/2014 as amended. Expenses will be based on the parameters in the tables referred to, with the exclusion of all reductions or increases in fees as per the aforementioned Decree 55/2014 as amended.
- the expenses of a single lawyer appointed to manage the Clam as provided for in the tables attached to Ministerial Decree 55/2014 as amended. Expenses will be paid



based on the parameters in the tables referred to, with the **exclusion of all reductions** or increases in fees as per the aforementioned Decree 55/2014 as amended.

- investigative costs for the search and acquisition of evidence in defence;
- any costs incurred by the lawyer of the other party, in the event that lose the claim or a settlement is authorised by Europ Assistance pursuant to the Article "MANAGEMENT OF THE CLAIM AND FREE CHOICE OF LAWYER" letter A);
- the costs of a court-appointed expert witness;
- the costs of the Party's expert witness and experts provided that they are chosen in agreement with Europ Assistance pursuant to the Article "MANAGEMENT OF THE CLAIM AND FREE CHOICE OF LAWYER" letter B);
- court costs;
- expenses for arbitration to settle disputes. The insurance also covers the expenses of arbitrators in accordance with the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. Expenses will be paid based on the parameters in the tables referred to, with the exclusion of all reductions or increases in fees as per the aforementioned Decree 55/2014 as amended.
- The court fee for the proceedings (Law 488, Article 9 of 23 December 1999, Decree Law 28 of 11.03.2002), if not already paid by the other party in the event of its losing the case.
- the expenses for registering documents of legal proceedings *up to a limit of Euro* 500.00.

In case of an event relating to the insured events covered by the insurance policy, you may obtain information on the same, the insured risks, the terms and conditions of the Policy, the procedures and terms for reporting Events and progress of existing Claims by calling the toll-free Europ Assistance number.

### **1. LEGAL PROTECTION WHILE TRAVELLING**

The indemnifiable expenses provided for in the preceding paragraph shall apply in the following cases:

- claims for compensation for non-contractual damage suffered by you as a result of alleged wrongful acts committed by third parties, including in the event that you have joined the criminal proceedings against the other party;
- civil action (or acting as the civil claimant in criminal proceedings) to obtain compensation for damages resulting from road/sea events in which the insured persons were involved as pedestrians or bicycle riders or as passengers of any motor vehicle or vessel;
- defence in criminal proceedings in cases of culpable offences and misdemeanours. The cover is provided even before the service is effective even before the offence has been officially reported;
- 4. the costs related to the intervention of an interpreter in the event of proceedings abroad concerning the guarantees covered by this Section, within the limits of the insured sum.



On request of the Policyholder, Europ Assistance will pay for each criminal defence claim, a "provision for expenses and fees" requested by the Lawyer in charge of handling the insurance case, through a regular invoice, **up to an amount of Euro 5,000.00 per Claim.** 

As a result of these payments, the insured limit will be proportionally reduced by the amount of the "expense allowance" recognised.

Europ Assistance reserves the right to claim all amounts it advances, if you are charged with wilful misconduct or gross negligence in the event that gave rise to the dispute.

### Where does the cover apply?

### Art. 8. - TERRITORIAL EXTENSION

Indicates countries where the event occurs for which the cover may be requested, with the exception of the provisions of the Article "EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE".

They are divided into three groups:

A) **ITALY**, the Vatican City State and the Republic of San Marino;

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

### C) all countries worldwide.

VEHICLE ASSISTANCE is provided in:

Italy, the Republic of San Marino and the Vatican City, Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Mainland Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and Northern Ireland, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Morocco, Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Mainland Portugal, Romania, Serbia, Slovakia, Slovenia, Mainland Spain and Mediterranean Islands, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, the Czech Republic.

LEGAL PROTECTION COVER WHILE TRAVELLING is valid for breaches of law and infringements of rights occurring in Europe.

Europe means:

Italy, Republic of San Marino, Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Liechtenstein, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Montenegro, Norway, Monaco, Netherlands, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the United Kingdom.

In any case, the Cover excludes costs for out-of-court and judicial assistance concerning violations of the law or infringement of rights occurring in countries or in areas where wars or revolutions are taking place.



Please Note! Cover does not apply in the countries listed in Art. "Exclusions".



When does the cover begin and end?

### Art. 9. - COMMENCEMENT AND DURATION

The insurance cover starts on the date of commencement of the trip/stay and expires at the end of the same, i.e. from when you start using the first contractually agreed tourist service and ends when the last service under the contract is completed.

The maximum duration of cover during the period of validity of the Insurance is 45 consecutive days.

The <u>Vehicle Assistance</u> service starts 48 hours prior to Check-in and ends at Check-in at the booked Place of Accommodation or departure station. It will then commence again from the date of Check-out, until your return home and in any case within 48 hours.

For Legal Protection Cover while travelling

• OCCURRENCE OF THE EVENT – EFFECTIVENESS OF COVER

# The occurrence of the Event is understood to be **the date when the harmful event occurred**, **according to the nature of the dispute**, **as follows**:

- the time when the first event occurred giving rise to the right to compensation for the assertion of claims for non-contractual damages and for costs to oppose damages sustained by third parties;
- the time when the Insured, the other party or a third party have or would have started to violate the law or the contract for all other cases.

If there is more than one violation of the same nature, the date of the first violation shall be referred to as the date when the Event occurred.

Insurance cover is provided for Events, where the Policy contains the respective Cover, that have arisen:

during the validity of the Policy, if the event refers to the assertion of claims for non-contractual damages, costs to oppose damage sustained by third parties, criminal proceedings, administrative liability and appeals or challenges to administrative sanctions;
after 3 (three) months from the effective date of the Policy, for contractual disputes.

If this Policy replaces another, stipulated for the same risk (from another Company), without the insurance cover being interrupted, the insurance will also be effective for misconduct adopted during the validity of the replaced policy, provided that events are reported during the validity of this Policy and refer to acts/events taking place no more than two years before the stipulation date of this Policy and provided the events have not yet been reported to the Policyholder and/or Insured at the date of issue of this policy.

If this Policy replaces another, stipulated for the same risk (from Europ Assistance), without the insurance cover being interrupted, the insurance will also be effective for misconduct adopted during the validity of the replaced policy, provided that events are reported during the



validity of this Policy and refer to acts/events taking place after the stipulation date of the first policy and provided the events have not yet been reported to the Policyholder and/or Insured at the date of issue of this policy.

The above applies for all cover already contemplated in the previous policy, while it does not apply to all effects for new services included in this agreement, for which the deficiencies and general provisions apply.

In the event of an event occurring during the above period, the Policyholder/Insured shall provide a copy of the previous Legal Protection Policy.

The Cover extends to events that occurred during the Policy term and that were reported to Europ Assistance, within 12 (twelve) months from the end of the Policy, according to the terms and procedures indicated in this Policy.

The Cover is not effective in cases arising from agreements which, at the time of stipulation of the Insurance, had already been cancelled by one of the Policyholders, or for which the withdrawal, termination or modification had already been requested by one of the Policyholders.

The following are considered to all effects as a single claim:

- one or more damaging events that are connected or consequential or related to the same context, even if they involve several persons;
- disputes brought by or against several persons and having as their object identical or related claims;
- investigations or indictments or administrative liability proceedings against one or more insured persons arising from the same event or fact;
- criminal charges for a continued offence.

If several Insured Persons are involved in a single event, the benefit is guaranteed with a single maximum sum per event, which will be equally divided between all Insured Persons regardless of the costs borne by each one. If, at the time of settlement of the claim, the maximum sum per claim has not been used up, the remainder shall be divided equally between the Insured who have only partially received a reimbursement of the expenses contemplated in section 1. LEGAL PROTECTION WHILE TRAVELLING in the "What is insured?" section.

### **SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER**



What is not insured?

### Art. 10. - EXCLUSIONS

### GENERAL EXCLUSIONS VALID FOR ALL COVER

Cover excludes events caused by:

- a. wilful misconduct or gross negligence except as indicated in individual cover;
- b. floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic



nuclei, radiation caused by the artificial acceleration of atomic particles;

- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- d. epidemics or pandemics based on declarations from the World Health Organisation, with the exception of COVID-19;
- e. indirect consequences of the COVID-19 epidemic/pandemic.
- The following are also excluded:
  - failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
  - the consequences due or attributable to quarantine or measures restricting freedom of movement decided by the competent authorities that isolate the Municipality/more extensive territorial areas where you may be during the Trip.

For all types of Cover, except as indicated in the same, the insurance does not cover any expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.

The following is also excluded:

- any trip undertaken to participate in competitions/races involving extreme activities;
- business trips;
- any trip taken for the purposes of: visits, check-ups, admission to facilities, surgery.
- any trip you take for the purpose of receiving treatment for an illness which manifested itself before you left home;
- trips made against medical advice, or in any case with an illness in an acute phase at the time of departure;
- extreme journeys in remote areas that can only be reached by special rescue vehicles.

### COUNTRIES EXCLUDED

Travel in the following countries is excluded: Antarctica, Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

### • EXCLUSIONS RELATED TO INDIVIDUAL COVER

### A) ASSISTANCE COVER and D) TRAVEL REBOOKING COVER

Events dependent on or caused by the following are also excluded:

a. car, motorbike or motorboat races and related trials and training;



- b. illnesses with symptoms in progress on the date of travel (valid for Personal Assistance benefits)
- c. mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- d. pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- e. accidents occurring before the start of the trip;
- f. organ harvest and/or transplantation;
- g. voluntary termination of pregnancy;
- h. abuse of alcohol or psychotropic drugs;
- i. illnesses/accidents arising from the HIV virus;
- a. use of narcotics and hallucinogens;
- j. no qualification to drive the vehicle in compliance with applicable legal provisions;
- k. attempted suicide or suicide;
- I. air sports in general, driving and use of hang-gliders and other types of ultralight aircraft, parachuting, paragliders and the like, bobsledding, acrobatic skiing, ski or water ski jumping, mountaineering with rock climbing or access to glaciers, free climbing, kite-surfing, scuba diving, sports involving the use of motor vehicles and watercraft, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving,
- m. acts of recklessness,
- n. injuries sustained as a result of professional, but not amateur, sports activities (including competitions, trials and training).

Claims occurring in countries where there are no Europ Assistance Subsidiaries or Correspondents are excluded.

IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY FOR INDIVIDUAL COVER:

### • MEDICAL RE-ENTRY

The following are also excluded:

- illness or injury that allows you, as assessed by the doctors of the Operations Centre, to continue travelling,
- illness or injury that can be treated on site,
- infectious diseases, when transport violates national or international health regulations,
- discharge from a medical centre or hospital against the advice of doctors, by your own choice or that of your family members.

The following are excluded in the event of death

- expenses for the funeral, for searches for persons and recovery of the body and other expenses that are not related to transport.
- Transport of the body to/from places that cannot be easily reached by normal means of transport.

Transport, in compliance with applicable laws, may take place using suitable vehicles (e.g. hearses).



Return to your home is excluded if you are not resident in Europe and your travel destination is a non-European country.

### • ROADSIDE ASSISTANCE

The following are also excluded:

- the cost of spare parts and all repair costs;
- costs relating to the use of exceptional vehicles/equipment, when these are indispensable for the recovery of the vehicle;
- the cost of towing, if the vehicle has been involved in an accident or breakdown while travelling outside the public road network or equivalent areas (e.g: off-road routes).

Tyre punctures and incorrect refuelling are not considered to be a breakdown and/or accident.

### • ROADSIDE REPAIR

The following are also excluded:

- The cost of spare parts and all repair costs;
- costs relating to the use of exceptional vehicles/equipment, when these are indispensable for the recovery of the vehicle;
- the cost of towing, if the vehicle has been involved in an accident or breakdown while travelling outside the public road network or equivalent areas (e.g: offroad routes).

### • SENDING A PLUMBER FOR EMERGENCY ASSISTANCE

The following claims are excluded:

- supply interruption by the utility company,
- simple tap failure

### • SENDING AN ELECTRICIAN FOR EMERGENCY ASSISTANCE

The following claims are excluded:

- electricity supply interruption by the utility company;
- faults in the power supply cable to the premises upstream and downstream of the meter.

### B) MEDICAL EXPENSE COVER

Claims due to the following are also excluded:

- a. car, motorbike or motorboat races and related trials and training;
- b. mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- c. pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- d. illnesses with symptoms in progress on the date of departure
- e. accidents occurring before the start of the trip;
- f. or accidents arising from the following activities: rock and glacier climbing, acrobatic skiing or water skiing, riding and using bobsleighs, aerial sports in



general, operating and using hang gliders and other types of ultra-light aerial vehicles, paragliders and similar, kitesurfing, acts of recklessness as well as accidents sustained as a consequence of professional, non-amateur sports (including competitions, trials and training);

- g. organ harvest and/or transplantation;
- h. voluntary termination of pregnancy;
- i. abuse of alcohol or psychotropic drugs;
- j. illnesses/accidents arising from the HIV virus;
- k. use of narcotics and hallucinogens;

In addition, Europ Assistance will not pay you for:

- all expenses incurred if you have not directly informed Europ Assistance, directly or through third parties, for hospitalisation or treatment at an Emergency Department;
- expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa and weight-loss treatments;
- expenses for dental treatment following a sudden illness;
- the cost of purchasing and repairing eyeglasses, contact lenses;
- expenses for orthopaedic and/or prosthetic devices, following a sudden illness;
- expenses for voluntary terminations of pregnancy
- the costs of services and therapies relating to fertility and/or sterility and/or impotence

### C) BAGGAGE COVER

In addition, claims are not covered which are due to or dependent on:

- a. insufficient or inadequate packaging, normal wear and tear, manufacturing defects and weathering;
- b. breakages and damage to baggage unless they are the result of theft, robbery, mugging or are caused by the carrier;
- c. theft of baggage contained inside the vehicle that is not properly locked as well as theft of baggage placed on board motorbikes or placed on external baggage racks. Theft from 8 p.m. to 7 a.m. is also excluded if the baggage is not placed in a locked vehicle in a secure parking area.

In addition, the following are not insured:

- d. money, cheques, stamps, tickets and travel documents, coins, art objects, collections, samples, catalogues, goods;
- e. documents other than an identity card, passport and driving licence;
- f. goods purchased during the Trip without proper proof of expenditure (invoice, receipt, etc.);
- g. goods other than clothing which has been delivered, even together with clothing, to a transport firm, including the air carrier;

The following are also excluded:

- h. in the case of late baggage delivery at the airport in the city of departure at the start of your trip;
- i. all costs you incur after receiving your baggage.



### E) FLIGHT DELAY COVER

The following are not insured:

a. facts known or occurring, up to six hours before the scheduled time of departure;

b. strikes known or planned up to six hours before the scheduled time of departure. Also excluded are delays incurred at intermediate and/or connecting stops.

### I) LEGAL PROTECTION COVER

The following are also excluded:

- a. disputes arising from civil commotion, acts of vandalism, earthquakes, strikes and lockouts, and from the possession or use of radioactive substances;
- b. disputes arising from a wilful act of the Insured;
- c. disputes relating to or in any way connected with the ownership or use of motor vehicles or the navigation and storage in water of watercraft subject to compulsory insurance;
- d. cases arising from the ownership or use of motorised aircraft;
- e. disputes with a value of less than Euro 500.00;
- f. contractual disputes with Europ Assistance;
- g. disputes not expressly referred to under "Legal Protection Cover while travelling".



### Art. 11. - EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVER

Europ Assistance Italia S.p.A. is not obliged to:

### - provide insurance coverage,

- pay claims

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

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

By way of example, international sanctions may be adopted by the UN, the European Union, the United States of America, the United Kingdom, individual nations.

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

In any case, check the updated list of sanctioned countries at the link: https://www.europassistance.it/contenuti-utili/international-regulatory-information-links

**If you are a** "*United States Person*" and you are in Cuba or Venezuela, you must prove to *Europ Assistance Italia S.p.A.* that you are in Cuba or Venezuela in compliance with U.S. laws in order to benefit from insurance coverage.



Without authorisation for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide insurance coverage.

### Art. 12. - LIMITATIONS OF COVER

### • TRAVEL LIMITATIONS

You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.

### • CATASTROPHE LIMIT

If you are involved in an act of terrorism that also affects other persons insured by Europ Assistance, Europ Assistance, for the cover

- 1. Assistance
- 2. Medical expenses

overall and for all insured persons that are involved, guarantees a limit of liability of Euro 10 million per Catastrophic Event.

If this limit of liability is not sufficient to pay all insured persons involved, Europ Assistance will reduce the reimbursements for each individual insured person taking into account the limits of liability indicated in their policies. For insured persons with an unlimited limit of liability, Europ Assistance will reduce reimbursements, considering Euro 1 million as the reference limit of liability. The total sum of the costs may not exceed the limit of liability indicated.

### • CONTINUED STAY ABROAD

You may stay abroad for a maximum of 45 consecutive days during the term of this Policy. You will not be insured for events affecting you after 45 days.

### A) ASSISTANCE COVER

### • LIMITS OF INTERVENTION

Europ Assistance does not provider Benefits/Services in Countries considered to be in a state of declared or de facto war if the state of war has been made public. These are the countries listed on <u>https://www.europassistance.it/paesi-in-stato-dibelligeranza</u> with a danger rating of 4.0 or higher. In addition, Europ Assistance cannot provide the services/benefits in countries where local or international authorities do not permit invention in situ, even if there is no risk of war.

### LIMITS ON THE PROVISION OF SERVICES

Assistance services will be provided up to once per insured, for each type within the trip duration.

### • LIMITATION OF LIABILITY

Europ Assistance is not liable for damages:



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

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

### **B) MEDICAL EXPENSE REIMBURSEMENT COVER**

### DEDUCTIBLE

Europ Assistance will **apply** a total **deductible** of **Euro 50.00**, except in cases of hospitalisation and outpatients.

#### Example of the deductible:

if the agreed deductible is a fixed sum of Euro 50.00:

costs of less than Euro 50.00 will not be compensated/reimbursed

expenses in excess of Euro 50.00 will be reimbursed with a deduction of Euro 50.00 (subject to the limits of liability indicated).

Specialist examination	Euro 150.00
Deductible	Euro 50.00
Reimbursement	Euro 100.00

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

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

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

### FOR ALL COVER OTHER THAN ASSISTANCE

You must report the claim in the following ways:

- access the portal <u>https://sinistrionline.europassistance.it</u> or the website <u>www.europassistance.it</u> and the section CLAIMS. Follow the instructions.
- or

 by writing a registered letter with return receipt to Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are making the claim) - Via del Mulino, 4 – 20057 Assago (MI).

You must provide the following data/documents:

- your name, surname and address
- your telephone number;
- Your Europ Assistance card number and the travel file number;
- the circumstances of the event.
- the date of the event;



- the place where you or the persons who caused the accident can be found. **The times for reporting a claim are indicated in each type of cover.** 

IN ADDITION, YOU MUST PROVIDE OTHER INFORMATION/DOCUMENTS FOR EACH TYPE OF COVER, AS FOLLOWS:

### A) ASSISTANCE COVER

Call immediately and **always** the Europ Assistance Operations Centre at the number: +39 02 5824 0628 from Italy or abroad.

The Operations Centre is open 24/7, 365 days a year.

Do not do anything without first contacting the Operations Centre.

In an emergency, call the Emergency Service.

If you do not contact Europ Assistance, the same will not guarantee the benefits. In this case, Article 1915 of the Italian Civil Code applies.

### **B) MEDICAL EXPENSE COVER**

In case of an Event, you must immediately call the Operations Centre on: +39 02 5824 0628 from Italy or abroad.

You must file a claim **within sixty days from when the event occurred**. You must send the following data/documents:

- an Emergency Department ceritficate issued at the scene of the accident stating the pathology or the medical diagnosis and certifying the type and manner of the injury;
- a true copy of the original of medical records, if you have been hospitalised;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- medical prescription for the purchase of medicines with the original receipts for the medicines purchased.

### C) BAGGAGE COVER



### WHAT TO DO IN THE EVENT OF PROBLEMS WITH YOUR BAGGAGE

You must remember that

- in the event of theft/loss, you must immediately file a report with the competent public authorities of the place where the event occurred and keep a certified copy for Europ Assistance;
- send a written complaint to the hotelier or carrier or other party responsible for the damage;
- if the carrier is liable, file a complaint in accordance with the procedures indicated by the carrier at the time of the event;
- within 60 days from the occurrence of the event, file a claim with Europ Assistance by accessing the portal <u>https://sinistrionline.europassistance.it</u> or using the alternative methods indicated below

It is important to keep all the documents to give to Europ Assistance together with the claim and to carefully read the procedures indicated.

# You must file the claim **within sixty days of the event occurring and** send the following data/documents:

The following is not insured under "Baggage" cover:

- copy of the travel tickets or details of the stay;
- an authenticated copy of the report with the approval of the Police Authority of the place where the event occurred;
- the circumstances of the event;
- the list of lost or stolen items, their value and date of purchase;
- the names of the Insured Person who suffered the damage;
- a copy of the letter of complaint submitted to the hotelier or carrier responsible for the damage;
- proof of the costs of re-documentation, if incurred;
- copies of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts, proving the value of damaged or stolen goods and their purchase date;
- a repair invoice or declaration of non-repair for the damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the field.

Only in the event of non-delivery and/or damage to all the baggage handed over to the carrier, the claim for reimbursement must have the following attached:

- a copy of the report made immediately at the office specifically overseeing claims for lost baggage;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

In the event of late delivery of Baggage you must send the following information/documents:

- a declaration from the airport operator or carrier company stating that the baggage was delayed for more than 12 hours and the time of delivery;



- copies of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts, proving the value of the purchased goods;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

### **D) TRAVEL REBOOKING COVER**

### You must file a claim within sixty days from when the event occurred. You must send the following documentation:

- the reason for interrupting your trip;
- medical certificate/medical records proving your or your family member's hospitalisation that caused the interruption of your trip
- the trip schedule: -
- date of return;
- travel payment certification; -
- the booking confirmation statement issued by the Organisation/Travel Agency;

### **E) FLIGHT DELAY COVER**

### You must file a claim within sixty days from when the event occurred.

You must send the following documentation:

- documentation certifying the time of actual departure, which you must request directly from the Carrier and possibly from the Tour Operator;
- the booking confirmation (or other document issued by the travel agency), proving the issue of travel tickets was carried out by the Tour Operator,
- copy of tickets/boarding card; -
- last call sheet of the Tour Operator; -
- last update time communicated by the Tour Operator.

### F) PER DIEMS FOR COVID-19 HOSPITALISATION COVER

### You must file a claim within sixty days from when the event occurred.

You must send the following documentation:

medical records or discharge certificate from the healthcare facility where you were admitted for Covid-19, stating the reason for and duration of your admission.

### **G) TRIP INTERRUPTION COVER IN THE EVENT OF COVID-19**

You must file a claim within sixty days from when the event occurred.

You must send the following documentation:

- -documentation proving the quarantine ordered by the local authorities;
- -travel contract/booking statement;
- -any re-routing tickets with evidence of the higher cost paid;
- -no-fly declaration, issued by the air carrier;

-penalty statements of lost service fee;

-cost invoices related to the forced stay;

-documentation proving any refunds granted by suppliers.



### H) HOSPITALISATION INDEMNITY COVER IN THE EVENT OF COVID-19

You must file a claim within sixty days from when the event occurred. You must send the following documentation:

-the discharge certificate from the healthcare facility where you were admitted for COVID-19 and its variants stating the reason and duration of hospitalisation.

### LI) LEGAL PROTECTION COVER WHILE TRAVELLING

- 1. You must immediately report any event that has occurred and/or which you are aware of, accessing the portal <u>www.sinistrionline.europassistance.it</u> following</u> the instructions (or directly accessing the site <u>www.europassistance.it</u> claims</u> section) or by sending a written claim to Europ Assistance Italia S.p.A., Ufficio Liquidazione Sinistri "Tutela Legale", Via del Mulino no. 4 - 20057 Assago (MI), Fax 02 58384210, Freephone number 800 085820.
- 2. In any event, you must provide Europ Assistance with a copy of any document received by you within 7 (seven) days from the date of its receipt.
- 3. You will have to indicate the **register number and/or any other element useful for the correct identification of the proceedings.**

### PROVIDING MEANS OF PROOF AND DOCUMENTS REQUIRED TO PROVIDE THE BENEFIT OF INSURANCE COVER

You must:

- immediately inform Europ Assistance in a complete and truthful manner of all details of the Event, and indicate the means proof and documents, and make them available on request;
- appoint a lawyer to protect your interests, and inform him/her fully and truthfully about all the facts, indicate the means of proof, provide any possible information and obtain the necessary documents.

### • MANAGEMENT OF THE CLAIM AND FREE CHOICE OF LAWYER

A) Attempt at amicable settlement (out-of-court)

Upon receipt of the claim, Europ Assistance will attempt, where possible, to handle the dispute out of court in order to reach an amicable settlement. Europ Assistance reserves the right to appoint Lawyers of its own choice or chosen by the Insured, subject to approval by Europ Assistance, for the out-of-court management of the dispute, including before mediation bodies. The Insured may not initiate initiatives or actions, reach agreements or Settlements without the prior approval of Europ Assistance. In the event of failure to comply with these obligations, the Insured forfeits his/her right to compensation for the Claim.

### B) Choice of lawyer or expert

When it has not been possible to reach an amicable settlement of the dispute (out-of-court, as identified in point A), or when the nature of the dispute excludes the possibility of an amicable solution promoted by Europ Assistance, or when there is a conflict of interest between Europ Assistance and the Insured, or when the Insured needs to defend him/herself in criminal proceedings covered by the Insurance, the Insured has the right to choose a lawyer to protect his/her interests, provided said is **on the Roll of Lawyers of** 



the Judicial Office responsible for the dispute or in the place of residence of the Insured, who must notify Europ Assistance of the lawyer's name. If the dispute or criminal proceedings have to be conducted in a different court of appeal district from that in which the Insured resides, said may choose a lawyer who practices in the court of appeal district in which the Insured resides, notifying Europ Assistance of the lawyer's name; in this case, Europ Assistance shall also reimburse any expenses incurred exclusively in court for a corresponding lawyer (Lawyer's fees) within the quantitative limits indicated in the Policy. If the Insured does not wish to exercise his/her right to choose a lawyer, s/he may ask Europ Assistance to provide them with the name of a lawyer who will protect their interests. The power of attorney for the appointed lawyer must be issued by the Insured, and said must be provided with all the necessary documentation. Europ Assistance will confirm the professional engagement of the lawyer thus appointed.

If the appointment of an expert is necessary, this must be agreed upon in advance with Europ Assistance.

Europ Assistance will reimburse the costs of a single lawyer and/or expert witness in all cases, even if you have appointed several lawyers/experts.

Europ Assistance is not liable for the actions of lawyers, technical consultants and experts. <u>C) Withdrawal of the appointed lawyer or waiver of the mandate by the lawyer</u>

In the event that the lawyer initially appointed by you is withdrawn and another lawyer is subsequently appointed during the same proceedings, Europ Assistance will reimburse the expenses of a single lawyer of your choice.

If the professional engagement is withdrawn at the end of a court case, Europ Assistance will also reimburse the expenses of the lawyer appointed for the new court case.

In the event of withdrawal by the appointed lawyer, Europ Assistance will reimburse both the expenses of the lawyer originally appointed and the expenses of the newly appointed lawyer, provided that the withdrawal is not due to an objective assessment of the recklessness of the litigation.

<u>D) Obligations of the Insured regarding fees for lawyers and experts. Reimbursement to the Insured for expenses incurred in the management of the dispute</u>

The Insured may not reach agreements with lawyers or experts regarding the fees due to them without the prior consent of Europ Assistance. In the event of failure to comply with these obligations, the Insured forfeits his/her right to compensation for the Claim.

Once the dispute has been resolved, Europ Assistance will reimburse you for the expenses incurred (up to the limit of liability in the Policy and after deducting any deductibles and coinsurance), provided that such expenses are not recoverable from the other party. *E*) Disagreement between the Insured and the Company

In the event of a disagreement between the Insured and Europ Assistance regarding how the Policy is construed and/or the Claim managed, Europ Assistance undertakes to inform the Insured of his/her right to resort to arbitration, and the decision will be referred, without however excluding the possibility of going to court, to an arbitrator appointed by mutual agreement between the parties or, in the absence of agreement, by the President of the Court with territorial jurisdiction over the dispute. The arbitrator will act fairly.



The costs of the arbitration are allocated as follows:

- in the event of an outcome that is wholly or partially favourable for Europ Assistance, the costs will be shared 50% between each of the two parties;
- in the event of a totally favourable outcome for the Insured, all costs must be paid by Europ Assistance.

### • RECOVERY OF SUMS OF MONEY

Europ Assistance, if it has incurred or advanced costs, fees and expenses paid in court or agreed with the opposing party is entitled to receive said.

For the management of claims regarding all types of Cover:

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

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

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

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

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

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

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

# Art. 14. - CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE

### • PAYMENT OF COMPENSATION

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

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

### C) BAGGAGE COVER

• CRITERIA



In the event of damage to your baggage delivered to a carrier/hotel, Europ Assistance shall pay you, up to the maximum amount provided in the Policy, **in addition to the** 

Please Note!

Europ Assistance shall only reimburse the insured person whose name appears on the PIR up to the maximum amount provided for the insured person alone.

portion already reimbursed by the carrier/hotel responsible for the event.

In the case of **items purchased no more than three months prior to the event**, the reimbursement will be made **based on the purchase value**, if proven by the relevant documentation.

In the case of items purchased more than three months prior to the event, the deterioration in use of the item will be taken into account.

In the event of damage to your baggage, the cost of repairs will be reimbursed upon presentation of an invoice.

In no case will so-called affective values be taken into account.

### D) TRAVEL REBOOKING COVER

#### • CRITERIA

Europ Assistance shall calculate the paid and unused period as follows: value total paid for the trip (only the stay will be considered, excluding the cost of return journeys), divided by the number of travel days originally planned, multiplied by the days not taken.

The day of the trip is interrupted and the day of the planned return at the beginning of the trip are considered as a single day.

### **E) FLIGHT DELAY COVER**

#### • CRITERIA

The calculation of the delay will be made on the basis of the actual official carrier departure time, with respect to the last updated departure time that the Tour Operator officially communicated to you at the travel agency or local correspondent, up to eighteen hours before the scheduled departure time.

The cover only applies if the travel tickets were issued by the Tour Operator as shown on the booking statement.



### HOW TO CONTACT EUROP ASSISTANCE

To request Assistance Cover and authorisation for the payment of medical expenses, you must call the following numbers:

+39 02.58.24.06.28

from Italy or abroad

# **IMPORTANT:** do not take any initiative without first consulting the Operations Centre

If you are unable to telephone, you may send:

- a fax to the number 02 5847 7201

or

- a notice to the email address: sanitario@europassistance.it

You can also contact Europ Assistance by clicking on the link: <u>https://ipv.quickassistance.it</u> or scan the QR code



The Operations Centre of Europ Assistance is available to answer calls 24 hours a day, to intervene or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

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



### COMPLAINTS

Any complaints regarding the contractual relationship or claims handling should be made in writing, including a detailed description of the events, the number of the policy or claim in question and any information that may help to identify the policyholder or insured (such as tax code, first name, surname, contact details, etc.) to: Europ Assistance Italia S.p.A. - Ufficio Reclami - Via del Mulino n. 4 - 20057 Assago (MI); Fax: 02.58.47.71.28, certified email: reclami@pec.europassistance.it - email: ufficio.reclami@europassistance.it.

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

• the name, surname and address of the party making the complaint, and a telephone number as applicable;

- the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

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

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

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

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

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4-20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: sinistri@pec.europassistance.it.



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

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

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: <u>sinistri@pec.europassistance.it</u>. Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

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

For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (accessing the website <u>http://ec.europa.eu/internal\_market/finnet/index\_en.htm</u>).



# WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA S.P.A. Information on data processing for insurance purposes

(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

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

There are regulations<sup>1</sup> protecting personal data from misuse. Europ Assistance Italia, a Data Controller, complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

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

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

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and COVER, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes*:

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

<sup>&</sup>lt;sup>1</sup> Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

<sup>&</sup>lt;sup>2</sup> Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the services of a Claims handler in relation to Benefits, you can call the Operations Centre in relation to the Types of Cover, you can write to the Claims Department at the contact address provided on the website <u>www.europassistance.it</u> and on the Policy.



 to carry out activities required by law, <u>such as</u> the retention of Policy and claim documents; to respond to requests from the authorities <u>such as</u> the Carabinieri, the Insurance Regulator (IVASS): your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

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

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

Europ Assistance Italia, through its employees, staff and external parties/companies<sup>3</sup>, uses personal data that it has obtained from you or from other persons (such as, for example, the policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app.

For *insurance purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector that are involved in managing relations with you and other entities performing technical, organisational and operational activities<sup>4</sup>

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

Europ Assistance Italia will not make your personal data available to the public.

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

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



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

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

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

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

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

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

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

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

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you can write at any time to:

Ufficio Protezione Dati - Europ Assistance Italia S.p.A. – Via del Mulino, 4 – 20057 Assago (MI), also by email: UfficioProtezioneDati@europassistance.it

### Changes and updates to the Notice

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



### GLOSSARY

### ANNEX A - GLOSSARY

**Insured:** person whose interest is protected by the Insurance who has purchased a travel/service package for Groups from the Tour Operator **IDEE PER VIAGGIARE SRL** (whom we address in the Terms and Conditions of Insurance by using the term "you").

Acts of Terrorism/Terrorism: any act of violence or threat of violence directed against an indeterminate group of persons and perpetrated for political, religious, ethnic, ideological or similar reasons shall be considered terrorism. The act of violence or threat of violence is such as to spread panic, terror or insecurity in the population or part thereof and to exert influence on a government or state institutions to force those in power to make decisions to do or tolerate things they would not have accepted under normal conditions. Internal unrest is not considered as terrorism. This includes violence against persons or property committed in the course of rallies, riots or disorders as well as damage due to looting in direct connection with internal unrest.

Baggage damage: is damage to baggage during navigation or flight.

**Baggage** clothing, sporting and personal hygiene items, photocineoptic equipment, radiotelevision and electronic equipment and the suitcase, bag, backpack that can contain them and that the insured person takes with them when travelling.

**Travelling Companion:** the person travelling with you and insured under this policy. **Terms and Conditions of Insurance:** Policy clauses containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured and of Europ Assistance.

**General Terms and Conditions of Insurance for the Policyholder:** Policy clauses governing, among other things, the payment of the premium, the duration of the policy and the obligations of the Policyholder and Europ Assistance.

**Policyholder**: **IDEE PER VIAGGIARE SRL** -Via dei Magazzini Generali 18/20 - 00154 Rome - VAT No.04761781006. which has signed the Policy with Europ Assistance for the benefit of its customers.

**Indirect consequence:** any situation not attributable to testing positive for COVID-19 that affects you and/or your family members/travelling companions.

**Day Hospital/Outpatients:** day hospitalisation, with a bed without overnight stay, for medical services that are:

- referring to therapies (excluding investigations for diagnostic purposes, including preventive ones);
- documented by medical records;
- practised in a hospital, clinical institution or nursing home

Domicile: the place where the insured person lives, even temporarily.

**Europ Assistance:** the insurance company, i.e. Europ Assistance Italia S.p.A. with registered office at Via del Mulino, no. 4 - 20057 Assago (MI) – A company authorised to carry out

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### GLOSSARY

insurance business under the decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100108 – Single-member company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A.

**Catastrophic event**: an occurrence involving several persons/entities at the same time and insured for the same risks. For acts of terrorism, the event must occur within 168 hours. For epidemics/pandemics, a single event is considered to be one that involves numbers of people in different countries/continents.

**Family member(s):** spouse/domestic partner, parents, brothers, sisters, children, parents inlaw, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandparents, uncles/aunts and nephews up to the 3rd degree of relationship.

**Deductible**: the amount remaining payable by the Insured when the claim is settled. **Cover:** the insurance that differs from assistance cover, for which, in the event of a claim, Europ Assistance pays compensation.

**Fault:** damage to the vehicle due to wear and tear, defects, breakage or failure of its parts such as to make it impossible for you to use it under normal conditions.

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

Accident: the event due to a fortuitous, violent and external cause that causes objectively ascertainable bodily injury resulting in death, permanent disability or temporary inability to perform your normal daily activities.

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

**Illness:** any alteration in the state of health that is not due to an accident. **Sudden illness:** 

 for Assistance Cover and Medical Expense Cover: acute onset illness of which the Insured was unaware and which is not a sudden manifestation of a pathology known to the Insured and which arose prior to the start of the trip.

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

**Policy:** the insurance contract between Europ Assistance and the Policyholder, stipulated in favour of customers of the Policyholder, having as its object the Cover described in the Terms and Conditions of Insurance. The Policy consists of the General Terms and Conditions of Insurance for the Policyholder and the Terms and Conditions of Insurance.

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



### GLOSSARY

**Residence:** the place where you live as indicated in your registry office certificate. **Hospitalisation:** a stay of at least one night in a Healthcare Facility.

Risk: the probability of the claim occurring.

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

**Coinsurance:** the part of the amount of the loss/damage, declared as a percentage, which must be borne by you with a minimum expressed as an absolute value.

**Medical/pharmaceutical/hospital expenses:** are understood to be the costs of surgery (fees of the surgeon, assistants and anaesthetist, operating theatre and operating equipment charges) and healthcare costs (hospital charges, specialist medical advice, medicines, tests and diagnostics). Hospitalisation fees indicate the cost of a day's stay at the Healthcare Facility. The cost also includes medical and nursing care.

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

### United States Person: means:

• US citizens and permanent residents, regardless of where they are located,

• all persons and companies within the United States of America,

• all incorporated companies in the United States of America and their subsidiaries wherever located;

which must act in full compliance with the financial sanctions of the United States of America. It should be noted that foreign subsidiaries owned or controlled by US companies and foreigners in possession of US-sourced assets must also comply with US sanctions in some cases.

**Vehicle:** pursuant to Articles 47 et seq of the New Highway Code, a vehicle is understood to be a vehicle for own use with a gross laden weight of up to 3.5 tonnes with an Italian number plate

and specifically:

- a car

- trailers (with trailer; caravans) towed by cars;

- motor caravans and motorhomes requiring a B licence to drive;

- a motorcycle.

Carrier: aircraft, touring bus, train, ship.

**Trip/travel:** the travel and/or stay for tourism, study and business purposes of the Insured Person organised by the Policyholder; the journey/accommodation begins after check-in (if by air flight), entry to the hotel/apartment (if stay only), boarding (if by ship or ferry), boarding the carriage (if by train).