



CONDITIONS OF INSURANCE MOD. TAD502/2

RULES GOVERNING INSURANCE IN GENERAL

Art. 1. - OTHER INSURANCE

For the same risk you can be insured with different insurance companies.
If a Claim occurs, you must inform all the insurance companies with which you are insured on the same Risk and, among them, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, art. 1910 of the Civil Code.

Art. 1910 of the Civil Code wants to avoid the case in which the Insured, who has several insurances for the same Risk with different insurance companies, receives a total sum greater than the damage he has suffered. For this reason, the Insured, in the event of an accident, must inform each insurance company of all the insurances taken out with the others, for the same Risk.

Art. 2. - GOVERNING LAW AND JURISDICTION

The Conditions of Insurance are governed by Italian law.
For everything that is not provided for by the Conditions of Insurance and for all the rules of jurisdiction and/or competence of the judge, Italian law applies.

Art. 3. - LIMITATION PERIODS

Any of your rights against Europ Assistance are time-barred within two years from the day of the Accident. In civil liability insurance, the two years run from the day on which the injured person asked you for compensation or sued you to obtain it. In this case, art. 2952 of the Civil Code.

For guarantees other than Assistance in the event of the opening of the claim and pending legal proceedings, you are obliged to interrupt the statute of limitations in writing.

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

E.g.: if the Insured reports an Accident after the maximum term of two years established by the Civil Code, he will not be entitled to compensation.

Art. 4. - PAYMENT CURRENCY

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

Art. 5. - PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim from professional secrecy towards Europ Assistance, for which they have to assess your state of health.

Art. 6. - PROCESSING OF PERSONAL DATA

When Europ Assistance provides you with the Guarantees, it may become aware of and use the personal data of other people. You undertake to make these persons aware of the Data Processing Policy and to obtain their written consent to the processing of their health-related data for insurance purposes. You can use the following consent form: "I have read the Information on data processing and I consent to the processing of my personal data relating to health necessary for the management of the Conditions of Insurance by Europ Assistance Italia and the subjects indicated in the policy."

SECTION I – DESCRIPTION OF WARRANTIES



What is insured?

Art. 7. - OBJECT OF THE INSURANCE

A) SERVICE WARRANTY

TRAVEL ASSISTANCE

You can request the following benefits from Europ Assistance in the event of an accident, illness or in the event of Covid-19 that must directly affect you, a family member or a travel companion, as long as they are insured and traveling with you. The causes indicated must occur in Travel.

• MEDICAL ADVICE

If you have an illness and/or accident while traveling, you can seek 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 24/7.

• DISPATCH OF A DOCTOR OR AN AMBULANCE TO ITALY

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

If you are in Italy and need a medical examination or an ambulance, the Organizational Structure sends a chosen and affiliated doctor to the place where you are during the trip.

When no doctor can intervene personally, the Organizational Structure transports you by ambulance to the nearest and most specialized medical center.

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

The time for the provision of the service is as follows:

- Monday to Friday, from 8 p.m. to 8 a.m.,
- on Saturdays, Sundays and public holidays, 24 hours a day.

• REFERRAL OF A SPECIALIST DOCTOR ABROAD

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

If you are abroad and want to know which doctor is closest for a specialist visit, the Organizational Structure will indicate the name of the doctor, compatibly with local availability.

• MEDICAL RETURN

You can request the Medical Return, when after an injury and/or a sudden illness, the doctors of the Organizational Structure together with the doctors on site, decide that you can be transferred

- in a well-equipped health care institution in the place where you are,
- or
- in a well-equipped care institution in the place where you have your residence
- or
- to your residence.

The final decision is however the one taken by the doctors of the Organizational Structure.

Europ Assistance organizes and pays for your medical return in the time and with the most suitable means for the situation.

The means of transport are:

- medical aircraft; which is used, when available, only and exclusively if you reside in Italy and when the accident occurs in one of the European countries or in the countries of the Mediterranean Basin.
- airliner in economy class, also with room for a stretcher if you have to lie down;
- train in first class and, if necessary, with sleeping car;
- ambulance.

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

You can request a transfer to the nearest health care institution, or transfer to a health care institution suitable for the treatment of your disease, when you are hospitalized in a local facility that is not suitable for the treatment of your disease; the Organizational Structure will organize the transfer, by the means and at the time deemed most suitable by the doctors of the Organizational Structure after consultation of the latter with the attending physician on site.

In this case, Europ Assistance pays the transfer costs for you.

Europ Assistance can ask you for the return ticket that you do not use.

In the event of death, the Organizational Structure will organize the transport of the body to the place of burial in the country of residence or to the nearest international airport

The final decision is however the one taken by the Organizational Structure

Europ Assistance only pays the costs for the transport of the body.

• RETURN WITH AN INSURED FAMILY MEMBER

When, during the organization of the "Medical Return" service, the doctors of the Organizational Structure do not consider it necessary to provide health care to the Insured during the trip, and one of your insured family members wishes to accompany you to the place of hospitalization or to your residence, the Organizational Structure will also arrange for the return of the family member by the same means used for you. Europ Assistance may request any unused travel ticket for the return to the family member.

• RETURN OF OTHER INSURED PERSONS

You can request the return of other insured persons only after the "MEDICAL RETURN"

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 beginning of the journey, the Organisational Structure will book a ticket for them to return to their residence.

Europ Assistance pays for you for a first-class train ticket or an economy class flight ticket.

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

• A FAMILY MEMBER'S TRIP

You can request that a family member join you if you are hospitalized in a health care institution for more than 5 days during your trip and need their help.

The Organizational Structure books a ticket to reach you, to your family member residing in Italy so that they can stay with you.

Europ Assistance pays for you the costs for a first class train ticket or an economy class flight ticket and the costs of room only up to Euro 50.00 per day for a maximum of 10 days.

• ACCOMPANIMENT OF MINORS

You can request the accompaniment of children under 15 who are travelling with you if you have an accident or illness or when you are unable to take care of them due to a reason beyond your control.

The Organizational Structure books a return ticket for a family member. This return ticket is used to reach minors and bring them back to their residence.

Europ Assistance pays for you the costs for a first class train ticket or an economy class flight ticket and the costs of room only up to Euro 50.00 per day for a maximum of 10 days.

• RETURN OF THE CONVALESCENT INSURED

You can request to return to your residence if you are convalescing after an illness or accident and cannot use the means initially planned for your return from travel.

The Organizational Structure books a ticket for you, for one of your Family Members or Travel Companions, as long as they are insured.

Europ Assistance pays the costs for the first class train ticket or an economy class flight ticket for you.

Europ Assistance can ask you for the return ticket that you have not used.

• EXTENSION OF STAY

You can request to extend your stay, if a doctor's note confirms that the illness or injury prevents you from returning home on the date you had planned. In this case, the Organizational Structure books a hotel for you, for your Family Member or a Travel Companion, as long as they are insured.

Europ Assistance pays the costs for the room and breakfast in a hotel of the highest category of 4 stars.

• INFORMATION AND REPORTING OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

(the service is valid only for residents in Italy)

You can request information on medicines when you are abroad, have an illness and/or have been injured, and need to receive information on medicinal products regularly registered in Italy; in this case, the Organisational Structure will notify you of the corresponding medicines, if any, available on site.

• INTERPRETER AVAILABLE ABROAD

You can request an Interpreter if you are hospitalized in a healthcare institution abroad and have difficulty communicating with doctors because you do not know the local language.

The Organizational Structure sends an interpreter to the hospital for daily interviews with the doctors of the Institute.

Europ Assistance pays the cost of the Interpreter for a maximum of 8 working hours

• ADVANCE ON BASIC NECESSITIES

(the service is valid only for residents in Italy)

You can have an advance on your essentials if you had:

- an injury
- a disease,
- theft, robbery, mugging or non-delivery of luggage

And you have unexpected expenses that you can't pay.

The Organisational Structure advances invoices for you, on site, **up to a maximum amount of Euro 5,000.00.**

Europ Assistance, when the total of invoices exceeds 150.00 euros, can decide to advance you even a higher amount of money if you can provide an economic guarantee.

The Organizational Structure guarantees you the Advance Expenses of Basic Necessity if:

- the money transfer complies with the rules or regulations in the United Kingdom or the country you are in
- proves that you are able to return the amount of money
- in the countries where you are located, there are Europ Assistance Branches or Correspondents to be able to make the Advance.

Attention:

Within one month of the date of the advance, you will have to repay the advance amount.

If you don't, you'll pay extra interest at the current legal rate.

• EARLY RETURN

You, your family members and a Travel Companion who are also insured and who are traveling with you, may be forced to return home earlier than planned due to:

- of the death or hospitalization with imminent danger to the life of one of the following family members: spouse/cohabitant more uxorio, brothers-in-law, son/daughter, brother, sister, parent, father-in-law, son-in-law, daughter-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship.

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

- for material damage to your main or secondary home, your professional studio or your company, which makes your presence indispensable and cannot be postponed.

Europ Assistance pays for you a first-class train ticket or an economy class flight ticket to allow you to reach the burial place or where your family member is hospitalized.

If you are traveling with a minor, the Organizational Structure will allow you both to be included as long as the minor is also insured.

If you are travelling with a vehicle and cannot use it to return earlier, the Organisational Structure also provides you with a ticket so that you can later go and retrieve it.

Within 15 days of the event that forced you to return early, you must send Europ Assistance the death certificate or documents proving the hospitalization of the family member and his or her life-threatening situation.

- **RETURN TO RESIDENCE FOLLOWING COVID-19**

If, due to Covid-19 that has affected your family members traveling with you or one of your travel companions, you are forced to remain in fiduciary isolation/quarantine and you are unable to return to the residence with the means you had booked at the beginning of the trip, call the Organizational Structure.

The Organizational Structure helps you book the ticket office necessary for your return home (if there are the technical-practical conditions to proceed).

As far as the **airline ticket office is concerned, economy class will always be recognized.**

Europ Assistance pays the costs for the return ticket on your behalf up to a maximum of Euro 1,000.00 per insured person.

Europ Assistance may ask you to return tickets that you were unable to use to return home.

- **ADVANCE PAYMENT OF CRIMINAL BAIL ABROAD**

(the service is valid only for residents in Italy)

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

The Organisational Structure advances on your behalf, directly on the spot, the criminal deposit **up to a maximum total amount of Euro 15,000.00.**

Under no circumstances will Europ Assistance pay a sum greater than 15,000.00 Euros.

The benefit will be operational when you can provide an economic guarantee.

The Organizational Structure guarantees you the Advance Criminal Bail if:

- the money transfer complies with the rules or regulations in the United Kingdom or the country you are in
- proves that you are able to return the amount of money
- in the countries where you are located, there are Europ Assistance Branches or Correspondents to be able to make the Advance.

Caution:

Within one month of the date of the advance, you will have to repay the advance amount.

If you don't, you'll pay extra interest at the current legal rate.

- **LEGAL REPORTING ABROAD**

You can ask for a referral from a lawyer if you are abroad and are arrested or risk being arrested.

The Organizational Structure indicates the legal advisor based on local rules and availability. This happens in countries where there are branches or correspondents of Europ Assistance.

This is only a report and the costs of the lawyer remain at your expense.

- **SENDING URGENT MESSAGES**

You can request messages to be sent when, due to illness and/or injury, you are unable to send urgent messages to people residing in Italy, the Organizational Structure will communicate the message to the recipient. The Organizational Structure is not responsible for the messages transmitted.

VEHICLE ASSISTANCE

- **ROADSIDE ASSISTANCE**

If during the journey, the vehicle you are travelling with stops due to a breakdown and/or accident, and is no longer in a condition to move, please call the Organisational Structure.

The Organizational Structure will send you to where you have stopped, a roadside assistance vehicle.

The tow truck transports the vehicle from the place of immobilization:

- to the nearest authorized Europ Assistance service center,
- to the nearest manufacturer's service point or to the nearest mechanical workshop,
- to the point indicated by you as long as it is within 50 kilometers (round trip) from the stopping point.

Europ Assistance **pays the costs of roadside assistance on your behalf to the destinations listed above and within the expected mileage, per claim.**

Attention! Punctures of the tyre and incorrect refuelling are not considered to be a fault and/or accident.

- **DEPANNAGE**

If during your journey, the vehicle you are travelling with cannot leave:

- due to battery depletion or failure to start typically
- if you have lost your keys or they are broken
- for a puncture of the tires,

you must call the Organizational Structure.

The Organizational Structure sends you a roadside assistance vehicle. The rescue vehicle repairs the vehicle on the spot, if possible.

Europ Assistance **pays the costs** related to the rescue on your behalf as long as the supplier is within **20 km of the place where the vehicle is stationary. Otherwise, the "Roadside Assistance" service intervenes.**

ASSISTANCE TO FAMILY MEMBERS WHO HAVE REMAINED AT HOME IN ITALY

- **MEDICAL ADVICE**

When a family member who has stayed at home has fallen ill or injured, and needs to assess his or her state of health, he or she can call the doctors of the Organizational Structure and ask for a telephone consultation.

The Family Member must communicate to the Organisational Structure the reason for his request and his telephone number.

This opinion is not a diagnosis.

- **DISPATCH OF A DOCTOR OR AN AMBULANCE TO ITALY**

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

If you are in Italy and a family member needs a medical examination or an ambulance, the Organizational Structure sends a chosen and affiliated doctor to his or her home.

When no doctor can intervene personally, the Organizational Structure transports you by ambulance to the nearest and most specialized medical center.

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

The time for the provision of the service is as follows:

- Monday to Friday, from 8 p.m. to 8 a.m.,
- on Saturdays, Sundays and public holidays, 24 hours a day.

A) MEDICAL EXPENSES GUARANTEE

If you have a sudden illness and/or suffer an accident while travelling, Europ Assistance pays for you the urgent and non-postponable pharmaceutical/hospital medical expenses incurred at the scene of the accident, during the duration of the Insurance Coverage.

Europ Assistance pays the costs on your behalf if the Organisational Structure meets the technical and practical conditions to proceed. If this is not possible, Europ Assistance reimburses these expenses under the same conditions, without applying the deductible.

In addition, Europ Assistance pays on your behalf (if there are the technical-practical conditions to proceed) or reimburses you for urgent and non-postponable medical/pharmaceutical/hospital expenses, incurred at the place of the accident during the period of 15 days, following the end of the booked Trip, which you must spend in the country to which you are traveling because one of your Family Members or your Travel Companion has been directly affected by Covid-19.

Europ Assistance covers or reimburses medical expenses, **per Insured and per claim, up to the maximum amount shown on the Insurance Certificate that is given to you.**

For Italian policyholders, the ceiling relating to the country of destination will be recognized; for policyholders with foreign residence, the maximum amount relating to the country of residence will be recognized.

If you have been hospitalized

- until your resignation from the Care Institute, or
- until the doctors of Europ Assistance believe that you can return to Italy.

If you have not been hospitalized,

- **only the expenses that you have made during the duration of the Insurance Coverage and that the Organizational Structure has authorized you.**

Within the ceiling indicated above, Europ Assistance pays you:

- expenses for urgent and non-postponable dental treatment necessary following an accident that occurred while traveling **with a limit of Euro 250.00 per insured person**;
- only in the **event of an accident**, the costs for repairs of prostheses **up to the limit of Euro 250.00 per insured**;
- search and rescue costs, **up to Euro 500.00 per accident in Italy, the Republic of San Marino, the Vatican City State and Euro 5,000.00 per accident abroad**;
- only in the **event of an accident** the costs for the treatment you receive when you return to your residence, in the **45 days after the accident and up to the maximum of Euro 500.00**.

Attention! There is a deductible for this guarantee. Consult art. "Limitations on Warranties" in Section II.

B) BAGGAGE GUARANTEE

1. BAGGAGE AND PERSONAL EFFECTS

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

- theft, burglary, mugging, robbery, fire;
- and, only in the case of delivery to a carrier, also loss and damage to the luggage delivered only.

Europ Assistance indemnifies you. The value of the items that make up your luggage **with a limit of Euro 150.00 per item, including bags, suitcases and backpacks. Europ Assistance considers bags, suitcases and backpacks as a single object.**

Within the maximum of Euro 1,000, Europ Assistance pays you per accident and per period of travel duration.

For journeys made by plane, train, bus or ship, the warranty operates:

- **for Policyholders residing in the European Union or Switzerland** from the station of departure (airport, train, etc. of the organized trip) until the conclusion of the trip as organized by the Policyholder;
- **for Policyholders residing in non-European Union countries** from the date of arrival in one of the European Union countries or in Switzerland until the date of departure from one of the same countries at the end of the trip.

Europ Assistance pays you per claim and per period of duration of the Insurance Coverage:

- **up to 50% of the ceiling per single item, for:**
 - photokinetic equipment and photosensitive material, radios, televisions, recorders, any other electronic equipment, musical instruments, personal defense and/or hunting weapons, diving equipment, eyeglasses or sunglasses. **Photokinetic equipment** (camera, video camera, binoculars, flashlight, lenses, batteries, bags, etc.) **are considered a single object.**
- **up to 30% of the ceiling per single item for**
 - cosmetics, medicines, sanitary items;
 - Jewellery, precious stones, pearls, watches, gold/silver/platinum objects, furs and other precious objects, only if you wear them or if you hand them in storage at the hotel.

In addition to the ceiling, Europ Assistance reimburses you up to **Euro 100.00** for the costs of redoing your identity card, passport and driving license in the event of theft, robbery, mugging.

Attention!

This guarantee includes an Overdraft. Consult art. "Limitations on Warranties" in Section II.

2. DELAYED DELIVERY OF BAGGAGE

You can apply for the Delayed Baggage Delivery Guarantee if the carrier delivers your baggage more than 12 hours late in the case of confirmed scheduled flights and charter flights.

Europ Assistance reimburses you for unexpected expenses you have to make to buy personal hygiene items and/or clothing that are necessary. **This is up to a maximum amount of Euro 150.00** and only for delays in delivery **to the airport of destination of the outward journey.**

The ceilings are per Insured, per claim and per period of duration of the Insurance Coverage.



Where are the guarantees valid?

Art. 8. - TERRITORIAL EXTENSION

Indicate the countries where the accident occurs for which you can request guarantees **except as reported in Art. "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 countries and the countries of the Mediterranean Basin:** Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Principality of Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

C) **all countries in the world.**

VEHICLE ASSISTANCE SERVICES are provided in:

Italy, Republic of San Marino and Vatican City, Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Denmark mainland, 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, Netherlands, Poland, Portugal mainland, United Kingdom, Czech Republic, Romania, Serbia, Slovakia, Slovenia, mainland Spain and Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, Ukraine, Hungary.

Attention!

The guarantees do not apply in the countries listed in Art. "Exclusions".



When do the covers start and when do they end?

Art. 9. - COMMENCEMENT AND DURATION

The guarantees start from the date of commencement of the trip/stay and will be in force until the end of the same, i.e. from the moment you start using the first contractually agreed tourist service and end at the complete completion of the last service provided for in the contract itself.

The maximum duration of coverage during the period of validity of the Insurance is 60 consecutive days.

Vehicle Assistance services will start from 48 hours prior to the time of Check-in and will expire at the time of Check-in, at the booked facility or at the departure station. It will then start from the date of check-out, until the return to your residence and in any case within 48 hours.

SECTION II – DISCLAIMERS AND LIMITATIONS OF WARRANTIES



What is not insured?

Art. 10. - EXCLUSIONS

GENERAL EXCLUSIONS APPLY TO ALL WARRANTIES

For all guarantees, accidents caused by:

- wilful misconduct or gross negligence except as indicated in the individual guarantees;**
- from floods, floods, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;**
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.**
- epidemics or pandemics according to what has been declared by the World Health Organization with the exception of Covid-19;**
- indirect consequences of the Covid 19 epidemic/pandemic.**

The following cases are also excluded:

- **failure to comply with the ordinances/rules imposed by the control bodies/host countries or countries of origin;**
- **the consequences due to or attributable to quarantines or restrictive measures on freedom of movement decided by the competent authorities that isolate the Municipality/larger territorial areas in which you are during the Trip.**

Except as indicated in the individual Guarantees, expenses due to or attributable to/resulting from quarantine or other measures restricting freedom of movement, decided by the competent International and/or Local Authorities, are not insured, meaning any competent authority of the country of origin or of any country where you have planned your Trip or through which you are transiting to reach your destination.

The following are also excluded:

- **the trips you take to participate in races/competitions that involve extreme activities;**
- **the trips you make for the purpose of carrying out: visits, check-ups, hospitalizations, surgeries.**
- **trips you make against medical advice or with the aim of going to treat a pathology that had manifested itself before departure.**

EXCLUDED COUNTRIES

Travel to the following countries is not insured: Antarctica, Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Isles, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, St. Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

• EXCLUSIONS RELATING TO INDIVIDUAL GUARANTEES

A) SERVICE WARRANTY

Accidents dependent on or caused by:

- a. car, motorcycle or motorboat races and related tests and training;
- b. mental illnesses and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- c. pregnancy-dependent diseases beyond the 26th week of gestation and the puerperium;
- d. accidents that occur before the start of the journey;
- e. organ harvesting and/or transplantation;
- f. abuse of alcohol or psychotropic drugs;
- g. illnesses/injuries resulting from the HIV virus;
- h. use of drugs and hallucinogens;
- i. non-qualification to drive the vehicle in accordance with the provisions of the law in force;
- j. attempted suicide or suicide;
- k. air sports in general, driving and use of hang gliders and other types of ultralight aerial vehicles, parachuting, paragliders and similar, sledding, bobsleigh, acrobatic skiing, jumping from the trampoline with skis or hydroskis, mountaineering with rock climbing or access to glaciers, free climbing,
- l. Kite-surfing and scuba diving (exclusion not valid in the event that these sports activities are carried out on a recreational and occasional basis through what is offered by the Travel Agency/Tour operator or by the village where you stay),
- m. sports involving the use of motor vehicles and boats, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of recklessness, injuries suffered as a result of sports activities carried out on a professional basis, in any case not amateur (including competitions, trials and training).

Trips made against medical advice or with the aim of going to treat a pathology that had occurred before departure are also excluded.

IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY TO INDIVIDUAL SERVICES:

• MEDICAL RETURN

The following are excluded:

- the illness or accident that allows you, according to the assessment of the doctors of the Organisational Structure, to continue travelling,
- the illness or accident that can be treated on the spot,
- infectious diseases, when transport does not comply with national or international health regulations,
- discharge from the medical center or hospital against the advice of the doctors, by your choice or by the choice of your family members.

In the event of death, the following are excluded:

- funeral expenses, search for people, recovery of the body and other expenses that are not related to transport.
- The transport of the body to places that are not practicable with normal means of transport.

Transport, always in compliance with the laws in force, can be done with vehicles suitable for funeral transport (e.g. hearses),

The return to residence is excluded if you are not resident in Europe and your trip has a non-European country as its destination.

• ROADSIDE ASSISTANCE

The following are excluded:

- the costs for spare parts and all repair costs;
- the expenses for the intervention of exceptional means, when the exceptional means are necessary for the recovery of the vehicle;
- towing costs, when the vehicle has suffered an accident or breakdown while it was circulating outside the public road network or in areas comparable to it (such as: off-road routes).

Punctures of the tyre and incorrect refuelling are not considered to be a fault and/or accident.

• DEPANNAGE

The following are excluded:

- Expenses for spare parts and all repair costs;
- the expenses for the intervention of exceptional means, when the exceptional means are necessary for the recovery of the vehicle;
- towing costs, when the vehicle has suffered an accident or breakdown while it was circulating outside the public road network or in areas comparable to it (such as: off-road routes).

B) MEDICAL EXPENSES GUARANTEE

Claims due to:

- a. mental illnesses and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- b. pregnancy-dependent diseases beyond the 26th week of gestation and the puerperium;
- n. accidents that occur before the start of the journey;
- c. accidents resulting from the performance of the following activities: mountaineering with rock climbing or access to glaciers, jumps from the trampoline with skis or hydroskis, driving and use of sled guides, aerial sports in general, driving and use of hang gliders and other types of ultralight aerial vehicles, paragliders and similar, kite surfing (exclusion not valid in the event that this sports activity is carried out of a recreational and occasional nature through what is offered by the Tourist Agency). Travel/Tour operator or from the village where you are staying), acts of recklessness as well as all injuries suffered as a result of sports activities carried out on a professional basis, in any case, not amateur (including competitions, trials and training);
- d. organ harvesting and/or transplantation;
- e. car, motorcycle or motorboat races and related tests and training;
- f. Gross negligence;
- g. alcohol or psychotropic drug abuse;
- h. illnesses/injuries resulting from the HIV virus;
- i. use of drugs and hallucinogens;
- j. attempted suicide or suicide.

In addition, Europ Assistance does not pay you:

- all expenses incurred if you have not previously contacted and activated Europ Assistance, directly or through third parties, reporting the hospitalization or provision of First Aid;
- expenses for the treatment or elimination of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments;
- expenses for dental treatment following sudden illness;
- expenses for the purchase and repair of glasses, contact lenses;
- expenses for orthopaedic and/or prosthetic appliances following sudden illness;
- check-ups in Italy for situations resulting from illnesses that began while travelling;
- the costs of transport and/or transfer to the health care institution and/or the place of your accommodation;
- medical expenses related to Covid-19 health checks imposed by the country of destination/departure on arrival or before returning to the country of residence.

C) BAGGAGE GUARANTEE

Furthermore, the "Baggage and personal effects" guarantee does not cover:

- a. the case of theft of luggage loaded on a motorcycle of any engine capacity during the trip;
 - b. damage caused to sports equipment during its use;
 - c. the theft of sports equipment left unattended/not stored in locked places;
 - d. theft with dexterity;
 - e. theft from the home;
 - f. the case of theft of luggage on board the vehicle.
- In addition, the following are not insured:
- g. mobile phones, MP3 players, personal computers, tablets.
 - h. money, cheques, stamps, tickets and travel documents, souvenirs, coins, works of art, collections, samples, catalogues, goods, documents other than identity cards, passports and driving licences;
 - i. helmet, professional equipment;
 - j. goods other than clothing, which have been delivered, even together with clothes, to a transport company, including the air carrier;
 - k. the fixed and service accessories of the vehicle itself (including removable radio or player).

The following are also excluded from the "DELAYED BAGGAGE DELIVERY" guarantee:

- l. the case of delayed baggage delivery at the airport of the city of departure at the beginning of the trip;
- m. all expenses you incur after receipt of your baggage.



Are there any coverage limits?

Art. 11. - EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE

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

- provide insurance coverage,
- Pay claims

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

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

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

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

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

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

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

Art. 12. - LIMITATIONS OF WARRANTIES

• TRAVEL RESTRICTIONS

You are not covered if you travel to a country, region or region for which the relevant government authority in your country of residence or in the country of destination or host has advised against travelling or otherwise residing, even temporarily.

• CONTINUOUS STAY ABROAD

You can stay abroad for a maximum of 60 consecutive days. You will not be insured for claims that happen to you after 60 days.

A) ASSISTANCE GUARANTEE

• LIMITS OF INTERVENTION

Europ Assistance does not provide you with Benefits in those countries that are in a state of declared or de facto belligerence, including those of which the condition of belligerence has been made public. Countries that are indicated on the <https://www.europassistance.it/paesi-in-stato-di-belligeranza> site with a degree of danger equal to or greater than 4.0 are considered as such. Europ Assistance also cannot provide you with Assistance Services in countries where local or international authorities do not allow it to intervene on the spot even if there is no risk of war.

• LIMITS OF PROVISION OF BENEFITS

Assistance services are provided up to once per insured person, for each type within the duration of the trip.

• LIMITATION OF LIABILITY

Europ Assistance is not responsible for damages:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- consequent to any other fortuitous and unforeseeable circumstance.

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

B) MEDICAL EXPENSES GUARANTEE

• EXEMPTION

Europ Assistance applies a deductible **only when you have not been hospitalized and in cases of reimbursement**. The absolute deductible is Euro 50.00.

C) BAGGAGE GUARANTEE

• UNCOVERED

Europ Assistance applies a 50% overdraft if:

- if they steal the entire vehicle in which you put your luggage,
- if they steal the things you put in the tent. However, you must be in a regularly equipped and authorized campsite.

Example of a deductible:

if the agreed deductible is equal to a fixed sum of Euro 50.00: expenses less than Euro 50.00 will not be indemnified/compensated expenses exceeding Euro 50.00 will be compensated with the deduction of Euro 50.00 (within the limits of the ceilings provided).

Specialist visit Euro 150,00

Deductible Euro 50,00

Refund Euro 100,00

Example of overdraft:

estimated amount of damage Euro 100,00

overdraft 20% Euro 20,00

Damage that can be compensated/reimbursed within the limits of the maximum Euro 80,00 (Euro 100,00 – Euro 20,00)

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 IN THE EVENT OF AN ACCIDENT

FOR ALL WARRANTIES OTHER THAN SERVICE

You will have to report the claim in the following ways:

- by accessing the <https://sinistronline.europassistance.it/portal> or the website www.europassistance.it the CLAIMS section. You must follow the instructions.

or

- by writing a registered letter with return receipt to **Europ Assistance - Claims Settlement Office (indicating the guarantee for which you are reporting the claim) - Via del Mulino n. 4 – 20057 Assago (MI).**

You must provide the following data/documents:

- your first name, last name and address
- your phone number;
- The Europ Assistance card number + file number;
- the circumstances of the incident;
- the date of occurrence of the accident;
- where you or the persons who gave rise to the accident can be found.

The times for reporting the claim are indicated in the individual guarantees.

IN ADDITION TO THIS, FOR EACH WARRANTY YOU MUST GIVE US OTHER INFORMATION/DOCUMENTS, AS INDICATED BELOW:

A) SERVICE WARRANTY

Call the Europ Assistance Organisational Structure **immediately and always at:**

+39 02.58.24.06.72 from Italy or abroad.

The Organizational Structure is active 365 days a year, 24 hours a day.

Do nothing without first contacting the Organizational Structure.

In case of emergency, call the Emergency Service.

If you do not contact Europ Assistance, it does not guarantee you the benefits. Article 1915 of the Civil Code applies.

B) MEDICAL EXPENSES GUARANTEE

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

+39 02.58.24.06.72 from Italy or abroad.

You must make a report no later than sixty days from when you had the accident.

You must submit the following data/documents:

- the First Aid certificate written at the scene of the accident indicating the pathology suffered or the medical diagnosis

certifying the type of accident suffered and how it happened;

- a certified copy of the original medical record, if you have been hospitalized;
- originals of invoices, receipts or tax receipts for the expenses incurred, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves;
- medical prescription for the purchase of medicines with the original receipts of the medicines purchased;
- report of Covid-19 positivity tests (swab and/or serological test).

C) BAGGAGE GUARANTEE

You must report the claim **within sixty days of having suffered it**. Send the following data/documents:

For the "Baggage" guarantee, you must send the following data/documents:

- copy of travel tickets or details of stay;
- certified copy of the report with the approval of the Police Authority of the place where the event occurred;
- the circumstances of the incident;
- the list of lost or stolen items, their value and the date of purchase;
- the names of the Insured Persons who have suffered the damage;
- copy of the complaint letter submitted to the hotelier or carrier who may be responsible;
- Proof of the costs of remaking documents, if incurred;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves, proving the value of the damaged or stolen goods and their date of purchase;
- repair invoice or declaration of irreparability of damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the sector.

Only in the event of non-delivery and/or damage to all or part of the baggage delivered to the carrier must you attach to the refund request:

- a copy of the report made immediately to the Office specifically designated for claims for lost baggage;
- copy of the complaint letter sent to the carrier with the request for compensation and the letter of response from the carrier itself.

For the "Delayed Baggage Delivery" guarantee, you must send the following data/documents:

- a declaration from the Airport Management Company or the carrier certifying that the baggage has been delayed beyond 12 hours and the time of delivery;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Tax Code) of the issuers and the holders of the receipts themselves, proving the value of the goods purchased;
- copy of the complaint letter sent to the carrier with the request for compensation and the letter of response from the carrier itself.

For claims management of all guarantees:

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

You are obliged to give them them.

If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

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

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

The Insurer is obliged to indemnify the Insured for a sum equal to the damage that the Insured has suffered.

If the Insured behaves intentionally in a way that causes or aggravates the damage, the Insurer may not pay it.

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

Art. 14. - CRITERIA FOR THE ASSESSMENT AND LIQUIDATION OF DAMAGES

• PAYMENT OF COMPENSATION

For all Guarantees with the exception of Europ Assistance, after receiving the necessary documentation from you, after verifying the operation of the Guarantee and after making the necessary checks, establishes the Indemnity/Daily Allowance/Reimbursement that is due to you and communicates it to you.

Europ Assistance pays you within 20 days of this communication.

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

C) BAGGAGE GUARANTEE

• POLICY

WHAT SHOULD YOU DO IF THERE IS A PROBLEM WITH YOUR LUGGAGE?

You must remember to

- in the event of theft/loss, immediately report it to the competent authorities of the place where the accident occurred and keep an authentic copy for Europ Assistance;
- send a written complaint to the hotelier or carrier or other person responsible for the damage;
- in the event of liability of the carrier, file a report according to the procedures indicated by the carrier itself at the time of the accident;
- within 60 days of the occurrence of the accident, send the claim report to Europ Assistance by accessing the <https://sinistrionline.europassistance.it> portal or in the manner listed below

It is important to keep all the documents to be submitted to Europ Assistance together with the claim report and to carefully read the procedures listed below.

In the event of damage to your luggage delivered to a carrier/hotelier, Europ Assistance pays you, up to the maximum amount, **supplementing the part already reimbursed by the carrier/hotelier responsible for the event.**

In the case of **items purchased no later than three months before the occurrence of the claim**, the refund will be made **based on the purchase value**, if proven by the relevant documentation.

In the case of **objects purchased more than three months before the occurrence of the accident**, the degradation of use of the same will be taken into account.

In case of damage to your luggage, the cost of the repair will be refunded upon presentation of an invoice.

In no case will the so-called sentimental values be taken into

Attention!

Europ Assistance reimburses only the insured person whose name is shown on the PIR within the ceiling provided for the insured person only.

account.

COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be submitted in writing, including a detailed description of the events, the number of the policy or claim in question and any information that may help identify the policyholder or the insured (such as tax code, name, surname, contact details, etc.) to: Europ Assistance Italia S.p.A. – Complaints Office – Via del Mulino, 4 – 20057 Assago (MI); fax: 02.58.47.71.28 – pec: reclami@pec.europassistance.it (enabled to receive messages only from Certified Electronic Mail - PEC mailboxes) - e-mail: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of the complaint or if you do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Consumer Protection Service - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, pec: ivass@pec.ivass.it, attaching the complaint to the documentation relating to the complaint handled

by Europ Assistance. In these cases and for complaints concerning compliance with the sector regulations to be submitted directly to IVASS, in the complaint you must indicate:

- name, surname and domicile of the complainant, with any telephone number;
- identification of the person or persons whose work is complained of;
- brief and exhaustive description of the reason for complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the same;
- any document useful for describing the relevant circumstances more fully.

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

Before involving the judicial authority, you can turn to alternative systems for the resolution of disputes provided for by law or convention.

- **Mediation:** it is mandatory to resort to the Mediation provided for by law as a condition of admissibility for disputes over insurance contracts by contacting a Mediation Body among those on the list of the Ministry of Justice, which can be consulted on the www.giustizia.it website (Law 9/8/2013 no. 98);
- **Assisted negotiation:** at the request of your lawyer to Europ Assistance Italia S.p.A.

Insurance disputes on the determination and estimation of damages in the context of policies against the risk of damage (where provided for by the Insurance Conditions).

In the event of disputes relating to the determination and estimation of damages, it is necessary to resort to contractual expertise where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual or arbitration expertise must be addressed to:

Claims Settlement Office – Via del Mulino n. 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address sinistri@pec.europassistance.it.

In the case of disputes in the context of policies against the risk of damage in which the contractual expertise has already been carried out or not related to the determination and estimate of damages, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

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

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

In the case of disputes in the context of accident or illness policies in which arbitration has already been carried out or not relating to medical issues, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

The right to appeal to the Judicial Authority remains unaffected.

For the resolution of cross-border disputes, you can lodge a complaint with IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country_it website).

GLOSSARY

Member: Tour Operators and Travel Agencies that have adhered to the Convention of Frigo Assicurazioni Snc.

Insured: the natural person to whom we address by first name, who has purchased a Trip from the Tour Operator or Travel Agency and beneficiary of the Insurance Coverage as its customer.

Luggage: The suitcase, bag and backpack you take with you on a trip and what they contain.

Insurance certificate: the document certifying the names of the Insureds, the insurance coverage chosen by the Tour Operator/Travel Agency and the related limits.

Travel companion: the person who travels with you and is insured under these Conditions of Insurance.

Insurance Conditions: set of clauses that govern the Insurance Coverage and the Insurance Coverage itself

Insurance Coverage: all the Guarantees, excluded risks, limitations and obligations of the Insured and Europ Assistance.

Frigo Assicurazioni S.n.c.: the legal person who has contracted the Agreement with Europ Assistance;

Indirect consequence: any situation not attributable to a positive Covid-19 outcome that affects you and/or your family members/travel companions.

Europ Assistance: the insurance company, i.e. Europ Assistance Italia S.p.A. with registered office in Via del Mulino no. 4 - 20057 Assago (MI) – Company authorised to carry out insurance, by decree of the Ministry of Industry, Commerce and Handicrafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali S.p.A.

Family member(s):

- **for the Travel or Rental Cancellation Guarantee:** spouse/cohabitant more uxorio/civil partnership partner, children (also valid for minors you have in foster care), parents, brothers/sisters, son-in-law/daughter-in-law (also valid for cohabiting partners/civil partnership partners), brother-in-law/sister-in-law (also valid for cohabiting partners/civil partnership), grandparents, grandchildren, in-laws (also valid for cohabiting partners/civil partnership), and those who are cohabiting with the Insured as long as they are the result of a regular registry certificate
- **for the Assistance to family members at home guarantee:** the person who lives with the insured person as per the registry certificate who is not participating in the trip or the elderly parent of the insured

Deductible: this is the amount that remains at your expense at the time of settlement of the claim.

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

Breakdown: the damage suffered by the vehicle due to wear, defect, breakage, failure of its parts to make it impossible for you to use it under normal conditions.

Indemnity/Compensation: the amount that Europ Assistance pays you in the event of an accident.

Accident: the event due to fortuitous, violent and external causes that causes objectively ascertainable physical injuries that can result in death, permanent disability or a temporary inability to carry out your normal daily activities.

Health Care Institution: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to provide hospital care. Thermal establishments, convalescent and holiday homes, clinics with dietetic and aesthetic purposes are not considered health care institutions.

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

Illness: any alteration in the state of health not dependent on an accident.

Chronic illness:

- for the **Assistance Guarantee and the Medical Expenses Guarantee:** the pre-existing illness with an evolutionary/worsening character, of which the Insured is aware on the date of commencement of the trip, which has entailed, in the last 12 months, hospitalizations, treatments/therapies, diagnostic investigations with a stationary or worsening outcome.

Sudden illness:

- for the **Assistance Guarantee and the Medical Expenses Guarantee:** an acute onset illness of which the Insured was not aware and which in any case is not a manifestation, albeit sudden, of a pathology known to the Insured and which arose before the start of the trip.

Pre-existing disease:

- for the **Assistance Guarantee and the Medical Expenses Guarantee:** illness that is the expression or direct consequence of pathological situations that occurred before the start of the trip.

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

Application Form: the document delivered to the Tour Operator or Travel Agency certifying adherence to the Agreement and the related prize.

Premium: the amount due to Europ Assistance.

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

Residence: the place where you live as shown in the registry certificate.

Hospitalization: the stay in a Health Care Institute for at least one night.

Risk: the probability of the accident occurring.

Accident: the occurrence of the harmful event for which the insurance benefit/guarantee is recognized.

HOW TO CONTACT EUROP ASSISTANCE

To request the Assistance Guarantee and the authorization of medical expenses you must call the following numbers:

+39 02.58.24.06.72 from Italy or abroad.

IMPORTANT: do not take any initiative without first

Medical/pharmaceutical/hospital expenses: these include surgical costs (surgeon's, assistant's, assistant's fees, anesthesiologist's fees, operating room fees and intervention materials) and health expenses (hospitalization fees, specialist medical consultations, medicines, tests and diagnostic tests). The inpatient fees indicate the cost of the day of hospitalization in a health care institution. The cost also includes medical/nursing assistance.

Organisational Structure: the structure of Europ Assistance Italia S.p.A. - Via del Mulino n. 4 – 20057 Assago (MI), consisting of managers, staff (doctors, technicians, operators), equipment and facilities (centralised and not) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured Party, the organisation and provision of the assistance services provided for in the Conditions of Insurance.

United States Person: means:

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

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

Vehicle: pursuant to articles 47 et seq. of the New Highway Code, a vehicle for own use is defined as a vehicle with a total weight of up to 3.5 tons with an Italian license plate

and in particular:

- car
- trailers (trailer appendix; caravans) towed by cars;
- motorhomes and campers that require a B license for driving;
- motorcycle.

Carrier: plane, tourist bus, train, ship.

Travel: transport, stay, rental, as resulting from the relevant contract or other valid document or travel document.

PRIVACY

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

Information on the processing of data for insurance purposes

(pursuant to Articles 13 and 14 of the European Regulation on the protection of personal data)

Personal **Data** is information about a person that allows him or her to be recognized among other people. Personal Data includes, for example, your first and last name, your identity card or passport number, information relating to your state of health, such as illness or accident, information relating to criminal offences and convictions.

There are policies¹ that protect Personal Data to protect it from misuse. Europ Assistance Italia, as Data Controller, complies with these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

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

Why Europ Assistance uses your Personal Data and what happens if you do not provide or authorize us to use it

Europ Assistance Italia uses your Personal Data, if necessary for the management of BENEFITS and GUARANTEES, including those relating to the state of health or relating to crimes and criminal convictions, for the following *insurance purposes*:

- carry out the activity that is envisaged by the Policy or to provide the SERVICES and GUARANTEES; carry out the insurance activity or *for example* propose and manage the Policy, collect premiums, reinsure, carry out control and statistical activities: your common Data which could also be related to your position (geolocation), are processed for contractual fulfilment; to process, where necessary, Your Health Data, you will need to provide your consent; in some PERFORMANCE and WARRANTY management processes, *automated decision-making processes*² are used.
- carry out insurance activities, prevent and detect fraud, take legal action and notify the Authorities of possible crimes, recover debts, carry out intra-group communications, protect the security of company assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including those relating to the state of health for which you have given consent or relating to crimes and criminal convictions, they are processed for the legitimate interest of the company and third parties;
- carry out the activities required by law, such as the storage of Policy and accident documents; respond to requests from authorities, such as the Carabinieri, the Institute for the Supervision of Insurance (IVASS): your Data, including those relating to your state of health or relating to crimes and criminal convictions, are processed in accordance with the law or regulations.

If you do not provide your Personal Data and/or do not consent to their use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide SERVICES and GUARANTEES.

How Europ Assistance uses your Personal Data and to whom you disclose it

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies³, uses the Personal Data it has obtained from you or from other people (such as, for example, from the policyholder, from your relative or from the doctor who treated you, from a travel companion or from a supplier) both on paper and with the computer or app.

For *insurance purposes*, Europ Assistance Italia may communicate your Personal Data, if necessary, to private and public entities operating in the insurance sector that are involved in the management of existing relationships with you or to other subjects who carry out tasks of a technical, organizational or operational nature⁴.

Europ Assistance Italia, depending on the activity it has to carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in countries that are located outside the European Union and that may not guarantee an adequate level of protection according to the European Commission. In these cases, the transfer of your Personal Data to parties outside the European Union will take place with the appropriate and adequate safeguards according to applicable law. You have the right to obtain information regarding the transfer of your Personal Data outside the European Union by contacting the Data Protection Office.

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

How long Europ Assistance UK keeps your Personal Data

Europ Assistance Italia retains your Personal Data for as long as necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, according to the times set out below.

- Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files, are kept for 10 years from the last registration in accordance with the provisions of the Civil Code or for a further 5 years in accordance with the provisions of insurance regulations.
- Common Personal Data collected on any occasion (e.g. stipulation of a Policy, request for a quote) accompanied by consent/refusal of consent for commercial promotions and profiling are kept without expiration, as well as evidence of the related changes made by you over time to consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains unaffected where there are no contractual or regulatory conditions that provide for the necessary storage.
- Personal Data collected as a result of the exercise of the rights of the data subjects are kept for 10 years from the last registration in accordance with the provisions of the Civil Code
- The Personal Data of individuals who have defrauded or attempted to defraud are kept even beyond the 10-year period.

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

² Automated decision-making is a management process that does not involve the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the Services, you can call the Organizational Structure, in relation to the Guarantees, you can write to the Claims Settlement at the contacts on the www.europassistance.it website, and on the Policy.

³ These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process the processing, or operate as independent Data Controllers or Joint Data Controllers, and carry out tasks of a technical, organisational and operational nature. These include *for example*: agents, sub-agents and other agency collaborators, manufacturers, insurance brokers, banks, SIMs and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical trustees, technical consultants, roadside assistance, experts, garages, motor vehicle dismantling centres, health facilities, claims settlement companies and other contracted service providers; companies of the Generali Group and other companies that carry out contract and performance management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification of financial statements, as well as companies specialising in market research and surveys on the quality of services.

⁴ To the Policyholder, other branches of Europ Assistance, Generali Group Companies and other parties such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition workers, healthcare facilities, companies that manage claims, other companies that provide IT and telematics services, financial, administrative, archiving, mailing, profiling and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities operating in the insurance sector and of other subjects who carry out technical, organisational and operational tasks acting as Data Controllers are located at the same premises (e.g. at suppliers) and/or on www.europassistance.it

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

What are your rights to protect your Personal Data

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

How can you enforce your rights to protect your personal data

- To find out what personal data Europ Assistance Italia uses about you (right of access);
- to request to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on 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 third party demonstrates that such legitimate interests prevail over yours or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your Personal Data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, it being understood that the revocation of the consent previously given does not deprive the processing carried out before the revocation of the lawfulness.

At any time you can write to:

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

Changes and updates to the Notice

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

Europ Assistance Italia S.p.A.

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