

PART II – INSURANCE CONDITIONS MOD. TAD502/2

GENERAL INSURANCE CONDITIONS FOR THE INSURED

Art. 1. - OTHER INSURANCE

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

If a Claim occurs, you must inform all 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 Policy is governed by Italian law.

For everything that is not provided for by the Policy 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 the case of liability insurance, the two years run from from the day the injured person asked you for Compensation or sued you for 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.

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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. By joining the Policy, you undertake to make these people aware of the Information on the processing of data and to give you their written consent to the processing of their data relating to health for insurance purposes. You can use the following consent form: "I have read the Data Processing Policy and I consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the subjects indicated in the policy."

SECTION I – DESCRIPTION OF WARRANTIES



What is insured?

Art. 7. - OBJECT OF THE INSURANCE

A) SERVICE WARRANTY

TRAVEL ASSISTANCE

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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

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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 the 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 deem it necessary to provide health care to the Insured during the trip, and one of your insured family members or travel companions wishes to accompany you to the place of hospitalization or 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 of the family member/travel companion.

• RETURN OF OTHER INSURED PERSONS

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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**

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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

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- 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.

- **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.**

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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 an illness and/or injury, you are unable to send urgent messages to people in your family, the Organizational Structure will communicate the message to the recipient.

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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.

• TROUBLESHOOTING

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

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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.

B) MEDICAL EXPENSES GUARANTEE

If you have a **sudden illness (including pre-existing and chronic illnesses)** and/or suffer an **accident** while travelling, Europ Assistance pays for you the urgent and non-postponable Pharmaceutical/Hospital Medical Expenses incurred at the place 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 you are traveling to because a Family Member or 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.**

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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.

C) 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 1,000.00, Europ Assistance pays you per accident and per period of travel duration.

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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 above ceiling, 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 above ceiling 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 policy duration.

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D) TRAVEL CANCELLATION OR RENTAL COSTS GUARANTEE ALL RISKS

(Pre-existing and chronic diseases are included in the warranty)

You can claim the trip cancellation guarantee when you have to cancel or change the booked trip for reasons or events that you can objectively document, that **you could not have foreseen** and that **you did not know when you booked the trip** and **that prevent you from participating in it**.

These events must affect:

- directly you and/or your family members;
- directly your Partner/Co-owner of the associated company/firm;

In the event of a lawsuit or event affecting the family member or the Partner/Co-owner of the company, you will have to prove that your **presence is indispensable**.

Also included in the guarantee are trip cancellations caused by:

- **Covid-19 infection** ascertained by reports (serological tests and swabs) with positive results that has directly affected you and/or your cohabiting family members and directly your travel companion.
- **terrorist acts**, which occurred after the travel was booked and within 30 days before departure.

These terrorist acts must take place **within a radius of 100 km**:

- a. from the place where you were to stay as indicated by the insured trip booking,
- b. from the airport/port/station of destination in case of purchase of the ticket office only.

Europ Assistance indemnifies the penalty, contractually applied by the Tour Operator:

- to you

and, provided that they are insured and registered on the same file:

- to your family members;
- to one of your travel companions.

If there are several insured persons registered for the trip at the same time, and no one belongs to your household, you must indicate only one person as a "travel companion".

Europ Assistance reimburses the full penalty charged **up to the maximum amount provided for in the contract with the Travel Organization or reported by the Tour Operator in its catalogues. The reimbursement can never exceed Euro 30,000.00 per Insured Party.**

If several insured persons registered for the trip together and at the same time cancel the trip, Europ Assistance reimburses the penalty up to an amount given by the sum of the insured ceilings for each person, **with a total maximum of Euro 100,000.00 per file.**

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Europ Assistance does not reimburse:

- agency fees,

Attention!

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

The Overdraft is not applied:

- in the event of a change and/or forced cancellation of the trip due to hospitalization (excluding Day Hospital and Emergency Room)
- in the event of death.

E) TRAVEL REMAKE GUARANTEE

(The guarantee does not apply in the case of rental and pre-existing and chronic diseases are included)

If you, your family members travelling with you or your registered travel companion at the same time, are forced to interrupt your journey:

➤ If you request the following benefits:

- a. "Health Return",
- b. "Return of the Convalescent Insured",
- c. "Early return of the Insured",

or

➤ in the event of hospitalization in a medical facility that prevents the continuation of the journey,

Europ Assistance reimburses the portion of the trip not used calculated as indicated in Art. "CRITERIA FOR LIQUIDATING DAMAGES".

The part of the trip not used will be reimbursed up to a maximum of Euro 15,000.00 per Insured.

If several insured persons registered for the trip together and at the same time interrupt the trip, Europ Assistance reimburses the part of the trip not used up to an amount given by the sum of the insured ceilings for each insured person, with a total maximum of Euro 50,000.00 per claim.

Attention!

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

F) TRAVEL RESCHEDULING COSTS GUARANTEE

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You can claim this guarantee if **you arrive late at your place of departure and cannot use your tickets**. The **delay** must be **caused by an event or cause that may directly affect you**, one of your **family members** or the **co-owner/partner of your company/associated firm**.

Europ Assistance reimburses **50% of the additional costs you have to incur to purchase new** air, sea or train tickets, **with a maximum limit of Euro 500.00 per Insured and Euro 1,500.00 per travel file**.

Europ Assistance reimburses any additional costs:- to tee if insured and registered on the same file as you:- to your family members;- to one of your travel companions. In the case of several insured persons registered for the trip together and at the same time, in the absence of other people from the same family unit, you must indicate only one person as a "travel companion".

Europ Assistance also reimburses you for the fees paid for and that you have not used (*hotel night, ticket purchased for a once-in-a-lifetime event, non-rescheduled excursion, etc.*.) **between the date of expected arrival and the actual date of arrival, up to Euro 250.00 per Insured and a maximum of Euro 1,000.00 per travel file**.

G) ZERO RISK GUARANTEE

1. DELAYED DEPARTURE

If **you decide to cancel your Trip** due to a **delay of more than 12 hours of the "first means" of transport** provided for in the contract, Europ Assistance **will reimburse you 70% of the individual portion of the Trip**.

2. WAIVER OF REROUTING

The Guarantee is valid if you cannot use the booked travel services for:

- **fortuitous events,**
- **cases of force majeure,**
- **natural disasters,**
- **socio-political events** (strikes, terrorist acts, wars, coups d'état).

and, after you have reached the destination of your Trip, the Tour Operator is forced to change it from the initial program, and you do not accept the change and decide to return home.

Europ Assistance reimburses you for the cost of the part of the Trip not used according to the provisions of Art. "CRITERIA FOR THE LIQUIDATION OF DAMAGES".

Maximum of €2,000 per Insured, for Guarantee 1 and for Guarantee 2.

H) FLIGHT DELAY GUARANTEE

You can claim this guarantee if your outbound and return flights are delayed by more than 8 continuous hours.

Europ Assistance indemnifies you with an amount of Euro 100.00 per Insured.

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I) TRAVEL LIABILITY GUARANTEE

Europ Assistance provides compensation for the damage that you have involuntarily caused to third parties while carrying out **activities relating to private life only**.

Europ Assistance provides **compensation for damages** (principal, interest and expenses) if the damage you have accidentally caused to third parties and for which you are held civilly liable has caused:

- death,
- of personal injury,
- damage to property.

The guarantee is provided up to the maximum total amount for each insurance period, of **Euro 50,000.00 per claim, per person, for damage to property and animals, with the application of a Deductible**.

The guarantee is valid for civil liability that may arise to the insured party:

- from **malicious act of the people for whom you have to answer**. The warranty includes damage that domestic service workers, babysitters and au pairs cause to third parties while they are carrying out their duties for the insured party;
- the **ownership and use of non-motor boats** with a length not exceeding 7.50 m;
- for damage caused to third parties by **the ownership and use of horses, other riding animals, domestic animals and farmyard animals**. The Guarantee also applies to those who, with the consent of the insured person, have the animal in temporary custody provided that this person does not carry out the activity of custody and/or management of animals by profession.

As far as the ownership and use of dogs is concerned, the Guarantee provides for a Deductible.

With regard to dogs, the guarantee is effective on condition that:

- a) a muzzle or leash is applied to dogs when they are in the streets or in another place open to the public;
- b) a muzzle and leash are applied to dogs led in public places and on public transport.

These obligations do not apply to dogs for the blind or deaf, trained as guide dogs;

- the **practice of sports**, including competitions, provided that they are not practised at a professional level;
- in **any case**, damage to models is excluded from the **practice of modeling**;

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- the **possession of weapons and related ammunition** and the use of the same for defense, target shooting and clay pigeon shooting;
- poisoning **or intoxication** resulting from the consumption by other people of food and drink prepared by the insured person.

Finally, the Guarantee, **within the maximum limit provided for damage to property and in any case up to a maximum of Euro 10,000.00 per insurance year**, also extends to damage caused to Third Parties as a result of:

- a) air, water and soil pollution;
- b) total or partial interruptions or suspensions of industrial, commercial, artisanal, agricultural or service activities if they are the consequence of a Claim that can be compensated under this Warranty.

Attention!

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

L) GUARANTEE LEGAL PROTECTION ON THE ROAD

Europ Assistance provides Legal Protection for the defence of your interests in extrajudicial and judicial proceedings in the context of your private life during the trip, including expenses that cannot be recovered by the other party in the cases indicated in the policy, under the conditions of this policy and **with the limit of the maximum amount of Euro 1,500.00 per unlimited claim and per duration of the trip**

The fees you will be paid include:

- the costs of the mediation/assisted negotiation procedure to appeal and/or participate in the procedure itself according to the provisions of the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. The expenses will be according to the parameters set out in the aforementioned tables with the exclusion of any form of reduction or increase in the fees referred to in the aforementioned Decree 55/2014 and/or subsequent amendments. **Limited to road traffic accidents, the fees shown in the table above are paid up to a limit of 50% of the same;**
- the costs of a single Lawyer appointed to manage the Claim in accordance with the provisions of the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. The expenses will be paid according to the parameters set out in the aforementioned tables **with the exclusion of any form of reduction or increase in remuneration referred to in the aforementioned Decree**

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55/2014 and/or subsequent amendments. Limited to road traffic accidents, the fees shown in the table above are paid up to a limit of 50% of the same;

- investigative expenses for the search and acquisition of evidence for the defense;
- any costs of the opposing lawyer, in the event of your unsuccessful conviction, or of a settlement authorised by Europ Assistance pursuant to Art. "MANAGEMENT OF THE CLAIM AND FREE CHOICE OF LAWYER" letter A);
- the costs for the intervention of the Court-appointed Technical Consultant;
- the expenses for the Party's Technical Consultant and Experts provided that they are chosen in agreement with Europ Assistance pursuant to Art. "MANAGEMENT OF THE CLAIM AND FREE CHOICE OF LAWYER" letter B);
- the costs of arbitration for the decision of disputes. The expenses of the referees are also insured in accordance with the provisions of the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. The expenses will be paid according to the parameters set out in the aforementioned tables with the exclusion of any form of reduction or increase in remuneration referred to in the aforementioned Decree 55/2014 and/or subsequent amendments. **Limited to road traffic accidents, the fees shown in the table above are paid up to a limit of 50% of the same;**
- The Unified Contribution for the costs of judicial documents (L. 23 December 1999, no. 488 art. 9 - D.L. 11.03.2002 n° 28), if not repeated by the Counterparty in the event of the latter's defeat.
- the costs for the registration of judicial documents **up to a limit of Euro 500.00.**

In the event of an event concerning the guarantees covered by the insurance, the insured can obtain information on the guarantees themselves, the insured risks, the policy conditions, the methods and terms for reporting claims and the evolution of existing claims by calling the Europ Assistance toll-free number.

1. LEGAL PROTECTION WHILE TRAVELING

The indemnified charges provided for in the previous paragraph apply in the following cases:

1. claims made by you for compensation for damages of a non-contractual nature, for unlawful acts of third parties, even in the event of the establishment of a civil party in the context of the criminal proceedings against the other party;
2. civil action (or the possible establishment of a civil party in criminal proceedings) to obtain compensation for damages resulting from road/ship accidents in which the insured persons have been involved as pedestrians or as bicycle drivers or finally as passengers of any motor vehicle or boat;

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3. defense in criminal proceedings for culpable crimes and contraventions. The service is effective even before the official formulation of the crime report;
4. the costs relating to the intervention of an interpreter in the event of proceedings taking root abroad concerning the guarantees covered by this Section, within the limits of the maximum insured amount.

Europ Assistance, at the request of the Policyholder, will pay for each criminal defence claim, the payment of the "provision for expenses and fees" requested by the lawyer in charge of managing the insurance case by means of a regular invoice, **up to the limit of Euro 5,000.00 per claim.**

As a result of these payments, the insured ceiling will be proportionally reduced to an extent corresponding to the amount of the "expense fund" recognized.

Europ Assistance retains the right to recover any amount advanced to you if you are found to have been grossly negligent or wilful misconduct in the event giving rise to the dispute.

• OCCURRENCE OF THE CLAIM – START OF THE WARRANTY

For the purposes of this Policy, the occurrence of the Claim means **the date on which the harmful event occurs, understood, based on the nature of the dispute, as follows:**

- the time of occurrence of the first event that gave rise to the right to compensation for the exercise of claims for compensation for non-contractual damages and for the costs of resistance for damage caused to third parties;
- the moment in which the Insured, the counterparty or a third party has or would have begun to violate legal or contractual regulations for all other hypotheses.

In the presence of several violations of the same nature, the date of the first violation is referred to for the moment of occurrence of the Claim.

The Insurance Guarantee is provided for Claims, if the respective Guarantees are present in the Policy, which have arisen:

- during the period of validity of the Policy, if it is a question of the exercise of claims for compensation for non-contractual damages, costs of resistance for damage caused to third parties, court costs;
- the costs of arbitration for the decision of disputes. The expenses of the referees are also insured in accordance with the provisions of the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. The expenses will be paid according to the parameters set out in the aforementioned tables with the exclusion of any form of reduction or increase in remuneration referred to in the aforementioned Decree 55/2014 and/or subsequent amendments. **Limited to road traffic accidents, the fees shown in the table above are paid up to a limit of 50% of the same;**

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- The Unified Contribution for the costs of judicial documents (L. 23 December 1999, no. 488 art. 9 - D.L. 11.03.2002 n° 28), if not repeated by the Counterparty in the event of the latter's defeat.
- the costs for the registration of judicial documents **up to a limit of Euro 500.00.**

In the event of an event concerning the guarantees covered by the insurance, the insured can obtain information on the guarantees themselves, the insured risks, the policy conditions, the methods and terms for reporting claims and the evolution of existing claims by calling the Europ Assistance toll-free number.

1. LEGAL PROTECTION WHILE TRAVELING

The indemnified charges provided for in the previous paragraph apply in the following cases:

5. claims made by you for compensation for damages of a non-contractual nature, for unlawful acts of third parties, even in the event of the establishment of a civil party in the context of the criminal proceedings against the other party;
6. civil action (or the possible establishment of a civil party in criminal proceedings) to obtain compensation for damages resulting from road/ship accidents in which the insured persons have been involved as pedestrians or as bicycle drivers or finally as passengers of any motor vehicle or boat;
7. defense in criminal proceedings for culpable crimes and contraventions. The service is effective even before the official formulation of the crime report;
8. the costs relating to the intervention of an interpreter in the event of proceedings taking root abroad concerning the guarantees covered by this Section, within the limits of the maximum insured amount.

Europ Assistance, at the request of the Policyholder, will pay for each criminal defence claim, the payment of the "provision for expenses and fees" requested by the lawyer in charge of managing the insurance case by means of a regular invoice, **up to the limit of Euro 5,000.00 per claim.**

As a result of these payments, the insured ceiling will be proportionally reduced to an extent corresponding to the amount of the "expense fund" recognized.

Europ Assistance retains the right to recover any amount advanced to you if you are found to have been grossly negligent or wilful misconduct in the event giving rise to the dispute.

• OCCURRENCE OF THE CLAIM – START OF THE WARRANTY

For the purposes of this Policy, the occurrence of the Claim means **the date on which the harmful event occurs, understood, based on the nature of the dispute, as follows:**

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- the time of occurrence of the first event that gave rise to the right to compensation for the exercise of claims for compensation for non-contractual damages and for the costs of resistance for damage caused to third parties;
- the moment in which the Insured, the counterparty or a third party has or would have begun to violate legal or contractual regulations for all other hypotheses.

In the presence of several violations of the same nature, the date of the first violation is referred to for the moment of occurrence of the Claim.

The Insurance Guarantee is provided for Claims, if the respective Guarantees are present in the Policy, which have arisen:

- during the period of validity of the Policy, if it is a question of the exercise of claims for compensation for non-contractual damages, costs of resistance for damage caused to third parties, criminal proceedings, administrative liability and appeals or oppositions to administrative sanctions;
- after 3 (three) months from the start of the Policy, for contractual disputes.

The Guarantee extends to claims that have arisen during the period of validity of the Policy and that have been reported to Europ Assistance, within 12 (twelve) months of the termination of the Policy itself in the manner and within the terms provided for in this Policy.

The following are considered to all intents and purposes as a single Claim:

- **one or more harmful events connected or consequential to each other or attributable to the same context, even if they involve several people;**
- **disputes brought by or against several persons and concerning identical or related claims;**
- **investigations or indictments or administrative liability proceedings against one or more insured persons and due to the same event or fact;**
- **the criminal charges for continued crime.**

In the event of multiple Insured Persons involved in a single claim, the benefit is guaranteed with a single maximum per claim which **is equally divided among all the Insured Persons** regardless of the costs borne by each. **If, at the time the claim is settled, the maximum amount per claim is not exhausted, the remainder shall be divided equally among the Policyholders who have only partially received reimbursement of the expenses referred to in paragraph 1. LEGAL PROTECTION WHILE TRAVELING.**

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M) TRAVEL ACCIDENT INSURANCE

Europ Assistance guarantees accidents that may occur to you during your trip and that can cause permanent disability or death **when you carry out any activity that is not of a professional nature.**

The maximum amount is Euro 50,000.00 for the case of Death and Permanent Disability.

Accidents caused by:

1. use and driving of all motor vehicles and boats;
2. asphyxiation not of morbid origin;
3. acute poisoning from ingestion or absorption of substances;
4. drowning;
5. electrocution;
6. watching the freeze;
7. sunstroke, heat or cold;
8. infections and poisonings resulting from injuries, animal bites and insect bites;
9. accidents suffered in a state of illness, unconsciousness or as a result of falling asleep;
10. inexperience, imprudence or negligence, even serious;
11. strain injuries, including muscle tears and subcutaneous Achilles tendon rupture,
12. popular riots or acts of terrorism, vandalism, attacks, provided that the Insured has not taken an active part in them.

1. PERMANENT DISABILITY

Compensation for Permanent Disability is calculated on the sum insured, in proportion to the degree of disability ascertained by a forensic doctor according to the criteria and percentages provided for in the "Table of assessments of the degree of Permanent Disability for Industry" attached to the Consolidated Law on Compulsory Insurance for Accidents at Work 30 June 1965 n. 1124 and subsequent amendments made up to the date of stipulation of this policy.

If the injury results in a disability, rather than total loss (anatomical or functional), the above percentages are reduced in proportion to the lost function.

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In cases of Permanent Disability not specified in the table above, compensation is established taking into account the decreased general working capacity, regardless of your profession. The total loss (anatomical or functional) of a limb/organ or of several limbs/organs involves the application of a percentage of disability equal to the sum of the individual percentages due for each injury, with a maximum of 100%.

If you are left-handed, the percentages of reduced work aptitude established for the right upper limb or right hand are intended to apply to the left upper limb and left hand and vice versa.

In the event of death due to causes other than those that caused permanent disability, before Europ Assistance has been able to make the necessary investigations, your heirs will be entitled to the payment that would have been due to you only by demonstrating the existence of the right to compensation by delivering to Europ Assistance the documentation demonstrating the stabilization of the after-effects.

Attention!

This warranty includes a Deductible. Consult art. "Limitations on Warranties" in Section II

2. DEATH

If the accident results in death, compensation is paid to your heirs in equal parts.

Compensation for death cannot be added to that for permanent disability.

If within two years from the day of the accident you die as a result of the accident for which you received payment of compensation for Permanent Disability, your heirs do not have to return any reimbursement to Europ Assistance.

If the sum insured for death is higher than that already paid for Permanent Disability, your heirs are entitled to receive the difference between the compensation for the death capital and that for permanent disability.

3. PRESUMED DEATH

If your body is not found as a result of an accident that can be compensated under the Policy, and you are presumed to be dead, Europ Assistance pays your heirs the sum insured in the event of death.

The payment of the compensation will take place after one year has elapsed from the submission of the application for the declaration of presumed death, pursuant to art. 60 and 62 of the Civil Code.

If, after payment of the compensation, it is proven that you existed in life, Europ Assistance has the right to take action both against your heirs and against you for the refund of the amount paid. Once the refund has been made, you can assert your rights for any remaining permanent disability.

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4. FLIGHT RISK

As a partial derogation from the "Exclusions" point, relating to the Travel Accident guarantee, the insurance is extended to accidents that you may suffer during tourist or transfer air travel, carried out as a passenger, on aircraft or helicopters by anyone exercising, except:

- **by airline companies/companies, on flights other than public passenger transport;**
- **of Aeroclub.**

The sum of the capital insured by this Policy and by other Europ Assistance accident policies you have subscribed to may not exceed the limits of:

a. IN THE EVENT OF DEATH:

- **Euro 500,000.00 per person;**
- **Euro 5,000,000.00 in total per aircraft.**

b. IN THE EVENT OF PERMANENT DISABILITY:

- **Euro 500,000.00 per person;**
- **Euro 5,000,000.00 in total per aircraft.**

In the event of an accident involving more than one Europ Assistance policyholder, in the event that the total insured capital exceeds the amounts indicated above per aircraft, the payments due to the individual policyholders will be adjusted with a reduction and proportional allocation on the basis of the individual policies. The Policyholder may request a refund of the premiums (minus taxes already paid) in the same proportion. For the purposes of the guarantee, air travel is deemed to have begun at the time you board the aircraft and is deemed to have ended when you disembarked from it.

1. INJURIES CAUSED BY WAR AND INSURRECTION

You are also insured for an accident caused by a war or an insurrection that suddenly broke out in a country where you are traveling, outside Italian territory.

The Insurance is valid for 14 days from the outbreak of war or insurrection.

N) ZERO PLUS RISK GUARANTEE

If, due to any **event that causes the cancellation of the** regularly scheduled and booked **means of transport, you are forced to cancel or modify the trip you have booked**, Europ Assistance reimburses:

- a. the **ground service penalty applied to the Tour Operator or the Insured by the direct suppliers for the cancellation of the trip or for the delayed and rescheduled departure** following the cancellation of the means of transport.;

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b. **the higher cost**, reasonably incurred by the Tour Operator or the Insured, **for the organisation of alternative tourist services** to those provided for in the contract and/or for the organisation of re-protection services;

c. **In the event of insolvency, arrears or non-fulfilment of pecuniary obligations pertaining to the carrier, the guarantee is provided in excess to the carrier, the guarantee is provided in excess of any ceilings provided by the insolvency funds set up or by insolvency proceedings; up to the maximum amount of Euro 1,500.00 per person with a maximum of Euro 60,000.00 per event/group.**

Attention! By Event we mean the cancellation of a means of transport that has affected several people enrolled in the same insured travel program/group.



Where are the guarantees valid?

Art. 8. - TERRITORIAL EXTENSION

Indicates 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, United Kingdom 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".

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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.

The "Trip Cancellation and Rental" Guarantee starts from the date of booking the Trip and lasts until the start date of the Trip. The start of the Trip means: the moment in which you start using the first contractually agreed tourist service.

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.

• TEMPORAL EFFECTIVENESS OF THE TRAVEL LIABILITY GUARANTEE

The Guarantee operates for claims that have arrived for the first time during the period of effectiveness of the Policy provided that they are due to events that occurred during the same while you are traveling and reported within two years of the occurrence of the event that generated it, provided that such event occurred during the period of validity of this Policy.

If the accident occurs through several successive acts, it is considered to have occurred at the time when the first act was carried out.

If this Policy replaces another one stipulated with Europ Assistance for the same risk and with the same discipline of the temporal effectiveness of the guarantee, without interruption, the guarantee will be effective for claims for compensation, which have arrived to you for the first time during the period of effectiveness of the Policy, even if they originate from events that occurred during the period of effectiveness of the replaced policy.

SECTION II – DISCLAIMERS AND LIMITATIONS OF WARRANTIES



What is not insured?

Art. 10. - EXCLUSIONS

• GENERAL EXCLUSIONS APPLY TO ALL WARRANTIES

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For all guarantees, accidents caused by:

- a. wilful misconduct or gross negligence except as indicated in the individual guarantees;**
- b. from 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;**
- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.**
- d. epidemics or pandemics according to what has been declared by the World Health Organization with the exception of Covid-19;**
- e. 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 occurred before departure;**
- trips paid for by your company, incentive trips, MICE trips.**

EXCLUDED COUNTRIES

Travel to the following countries is not insured: Antarctica, Afghanistan, Cocos, South Georgia, Heard and McDonald, Bouvet Island, Christmas Island, Easter Island, Pitcairn Island, Chagos Islands, Cook Islands, Falkland Islands, Marshall Islands, Minor Islands, Solomon Islands, Wallis

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and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

- **EXCLUSIONS RELATING TO INDIVIDUAL GUARANTEES**

- A) SERVICE WARRANTY and E) TRAVEL REMAKE GUARANTEE**

Accidents dependent on or caused by:

- car, motorcycle or motorboat races and related tests and training;
- mental illnesses and psychic disorders in general, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- organic brain syndromes (by way of pure example Alzheimer's, Parkinson's and lateral sclerosis);
- pregnancy-dependent diseases beyond the 26th week of gestation and the puerperium;
- accidents that occur before the start of the journey;
- organ harvesting and/or transplantation;
- abuse of alcohol or psychotropic drugs;
- illnesses/injuries resulting from the HIV virus;
- use of drugs and hallucinogens;
- non-qualification to drive the vehicle in accordance with the provisions of the law in force;
- attempted suicide or suicide;
- 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,
- 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),
- 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:

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- 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.

- **TROUBLESHOOTING**

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).

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B) MEDICAL EXPENSES GUARANTEE

Claims due to:

- a. mental illnesses and psychic disorders in general, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;**
- b. organic brain syndromes (by way of pure example Alzheimer's, Parkinson's and lateral sclerosis);**
- c. pregnancy-dependent diseases beyond the 26th week of gestation and the puerperium;**
- o. accidents that occur before the start of the journey;**
- d. 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 Travel / Tour Agency operator or the village in which 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);**
- e. organ harvesting and/or transplantation;**
- f. car, motorcycle or motorboat races and related tests and training;**
- g. gross negligence;**
- h. alcohol or psychotropic drug abuse;**
- i. illnesses/injuries resulting from the HIV virus;**
- j. use of drugs and hallucinogens;**
- k. 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;**

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- the costs of transport and/or transfer to the health care institution and/or the place of your accommodation;
- check-ups in Italy for situations resulting from illnesses that began while travelling;
- 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. the case of theft of luggage on board the vehicle.

In addition, the following are not insured:

- f. 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;
- g. helmet, professional equipment;
- h. goods other than clothing, which have been delivered, even together with clothes, to a transport company, including the air carrier;
- i. 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:

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

D) ALL RISKS TRAVEL CANCELLATION OR RENTAL COSTS GUARANTEE

You are not insured if the cancellation cases depend on or are caused by:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental illnesses and psychic disorders in general, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- c. organic brain syndromes (by way of pure example Alzheimer's, Parkinson's and Lateral Sclerosis);
- d. accident, which occurs before the confirmation of the trip;

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- e. the bankruptcy of the air carrier or the Tour Operator/Travel Agency/non-hotel accommodation facility;
- f. deposits and/or advances not justified by tax documents of penalty;
- g. failure to send the communication (pursuant to art. "OBLIGATIONS OF THE INSURED IN THE EVENT OF AN ACCIDENT") on your part by the date of commencement of the trip/stay, except in cases of cancellation caused by the death or hospitalization of at least 24 consecutive hours (Day Hospital and Emergency Room excluded) of a family member.

G) ZERO RISK GUARANTEE

The following are also excluded:

- a. insolvency, arrears or non-compliance with pecuniary obligations of the travel organiser and/or service providers;
- b. overbooking
- c. missed connections of means of transport due to non-compliance with "connection times";
- d. wilful misconduct or gross negligence on the part of the Tour Operator/travel organiser.

For point 1. Delayed Departure cases in which there has been re-routing by the Tour Operator are also excluded.

H) FLIGHT DELAY GUARANTEE

The following are also excluded:

- a. delays due to known or occurring facts, up to two working days before the scheduled departure time;
- b. delays due to known or planned strikes, up to two working days before the scheduled departure time;
- c. domestic flights;
- d. flights other than the outward journey;
- e. delays due to epidemics or pandemics according to the World Health Organization.

I) TRAVEL LIABILITY GUARANTEE

Damages are also excluded:

- a. theft;
- b. the ownership of the premises and related fixed installations;
- c. the circulation of motor vehicles on roads of public use or on areas comparable to it;
- d. from the navigation of motor boats and any boat longer than 7.50 m;
- e. the use of aircraft;

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- f. the use of motor vehicles, machinery or systems that are driven or operated by a person who is not qualified in accordance with the provisions of the law and who in any case has not reached the age of 16;
- g. from professional activities;

Damages are also excluded:

- h. to things that you have in your possession, custody or possession for any reason, with the exception of systems (such as gas, electricity, water, telephone, etc.) placed at the service of the Home and owned by companies and supply companies;
- i. to things transported, towed, lifted, loaded or unloaded;
- j. while you go hunting in compliance with the provisions of law no. 157 of 11 February 1992 and subsequent amendments.

Finally, damages for which it is mandatory by law to have insurance are excluded.

L) GUARANTEE LEGAL PROTECTION ON THE ROAD

The Warranty is also not provided for:

- a. disputes resulting from popular riots, acts of vandalism, earthquakes, strikes and lockouts, as well as from the possession or use of radioactive substances;
- b. disputes arising from intentional acts of the Insured;
- c. disputes relating to or in any case connected to the ownership or use of motor vehicles or the navigation and storage in the water of boats subject to compulsory insurance;
- d. facts originating from the ownership or use of motor aircraft;
- e. disputes with a value of less than Euro 500.00;
- f. contractual disputes with Europ Assistance;
- g. disputes not expressly mentioned in the "Legal Protection while travelling" paragraph.

M) TRAVEL ACCIDENT INSURANCE

Accidents are also not insured:

- a. caused by the driving of any motor vehicle or boat, if the Insured does not have the qualification prescribed by the provisions in force, except in the case of driving with an expired license, but provided that the Insured has, at the time of the accident, the requirements for renewal;

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- b. caused by the use, including as a passenger, of aircraft, including hang gliders, ultralights, paragliders;**
- c. occurred in a state of intoxication, caused by the abuse of psychotropic drugs, the use of drugs and hallucinogens;**
- d. caused by surgery, investigations or medical treatment not made necessary by the accident;**
- e. caused by war and insurrection, except as provided for in the point "Accidents caused by war and insurrection";**
- f. caused by mental illness and psychic disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;**

Also excluded are Injuries you suffer when you practice:

- g. sports involving the use of motor vehicles and boats;**
- h. parachuting sports;**
- i. the following other sports: boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving, rock or glacier climbing, free climbing, sledding, bobsleigh, acrobatic skiing, ski or water ski jumping, scuba diving, kite-surfing and professional sports;**
- j. all activities involving the use of mines, weapons and/or dangerous substances, access to mines, excavations and/or quarries and land and sea mining activities;**
- k. sports that constitute your main or secondary professional activity;**
- l. the use, even as a passenger, of aircraft, including hang gliders, ultralights, paragliders, except as provided for in the previous point "Flight risk" of art. "OBJECT OF THE INSURANCE".**

Accidents that you suffer during:

- m. participation in excursions that you do without having been booked and organized by the Contracting Party.**

N) ZERO PLUS RISK GUARANTEE

Accidents caused by or dependent on the following are excluded:

- a. intent and negligence with the provision of the travel organizer and the passenger;**
- b. accident and illness;**

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c. events known and/or in the public domain at the time of booking the trip. Specific exclusions supersede and replace general.



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".

"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.

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>

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 assistance services in the following countries:

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- **involved in armed conflicts**, whether declared or de facto;
- **of which public notice of the state of belligerence has been given**;
- **indicated on the official website europassistance.it/paesi-in-stato-di-belligeranza**, with a very high degree of danger (Very High);
- **in which local or international authorities prevent intervention**, even in the absence of war risk.

- **LIMITS OF PROVISION OF BENEFITS**

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

- **LIMITATION OF LIABILITY**

Europ Assistance will not have to compensate 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 EXPENSE REIMBURSEMENT GUARANTEE

- **DEDUCTIBLE**

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

- **OVERDRAFT**

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.**
-

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D) TRAVEL CANCELLATION OR RENTAL COSTS GUARANTEE ALL RISKS

• OVERDRAFTS

The warranty includes the following overdrafts:

- none discovered in the event of hospitalization or death;
- 10% in the event of cancellation and/or modification of the trip for reasons other than hospitalization or death;
- 20% in the presence of a regulation that provides for a penalty of 100% already starting from the 30th day before the departure date;
- 25% if you report the claim after 5 days from when the cause of the waiver occurred and in any case within a maximum of 5 working days after the start date of the trip.

If the penalty is higher than the guaranteed ceiling, the overdraft is calculated on the latter.

I) TRAVEL LIABILITY GUARANTEE

• PERSONS NOT CONSIDERED THIRD PARTIES

The following are not considered third parties:

- a) The spouse, cohabiting partner more uxorio, parents and children of all insured persons, as well as any relative and related to you cohabiting, travel companions and/or insured with the same policy;
- b) the people who suffer the damage while they are working or performing a service for you.

• PLURALITY OF INSURED PERSONS

If this insurance is provided for several insureds, the maximum indicated in the policy remains the same, even if several insured persons are held responsible for the damage that caused the claim for compensation.

• DEDUCTIBLE

- With regard to **damage caused by dogs**, Europ Assistance applies a **deductible of Euro 78.00 per Claim**.
- With regard to **damage to property and animals**, Europ Assistance applies a **deductible of Euro 150.00 per Claim**.

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- **OVERDRAFT**

Overdraft of 10% of the amount that can be compensated for each claim for:

- **air, water and soil** pollution;
- **interruptions or suspensions**, total or partial, of industrial, commercial, artisanal, agricultural or service activities, provided that they are the result of an accident that can be compensated under the terms of the policy.

L) GUARANTEE LEGAL PROTECTION ON THE ROAD

- **DELIMITATION OF THE OBJECT OF THE INSURANCE**

Europ Assistance non paga:

- **fines, fines or financial penalties in general;**
- **costs paid in favour of civil parties filed against the Insured in criminal proceedings (Article 541 of the Code of Criminal Procedure);**
- **travel expenses of the lawyer;**
- **expenses related to the execution of prison sentences and the custody of property.**

- **COEXISTENCE OF CIVIL LIABILITY COVERAGE**

If there is and is another insurance coverage that guarantees you Civil Liability, this Policy within the limits of the guaranteed benefits and any additional conditions purchased, operates in second risk, i.e. after the exhaustion of the Civil Liability ceiling that is due to you for the costs of resistance and defeat. In all other cases and in the event that you have D. & O. insurance coverage or in the event of civil formation as part of a criminal trial, the policy operates at first risk.

M) ACCIDENT INSURANCE

- **AGE LIMITS**

For the Accident Guarantee, this policy insures people up to 75 years of age.

If you turn 75 years old during the policy term, we still consider you insured until the expiration date.

- **ABSOLUTE DEDUCTIBLE ON PERMANENT DISABILITY**

The payment of the **Permanent Disability allowance** will be determined by applying a **5% deductible**. **Europ Assistance will not pay you any compensation if the Permanent Disability is equal to or less than 5% of the Total.**

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If the permanent disability is **greater than 5% of the total**, you will only be **paid compensation for the excess part**.

In the event of **permanent disability of more than 20% of the total**, the allowance will be **paid in full without any deductible**.

Example of a deductible for permanent disability:

If you have a Permanent Disability of 7% - the deductible is 5%, Europ Assistance pays compensation equal to 2% of the maximum insured amount.

If you have a 3% Permanent Disability - the deductible is 5% Europ Assistance does not pay any compensation.

If you have a 5% Permanent Disability - the deductible is 5% Europ Assistance does not pay any compensation.

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 damage amount	Euro 100,00
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20% overdraft	Euro 20,00
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Damage that can be compensated/reimbursed within the limits of the maximum	Euro 80,00 (Euro 100,00 – Euro 20,00)
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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://sinistrionline.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.

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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

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.

*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;*

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- *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.*

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D) TRAVEL CANCELLATION OR RENTAL COSTS GUARANTEE ALL RISKS

*In the event of a Claim, you must notify the travel organization or agency or carrier of the formal cancellation of the Trip and you must **make a report no later than 5 days from when the cause of the cancellation occurred. You can still report the claim after these terms, up to a maximum of 5 working days after the start date of the Trip; In this case, a different overdraft will be applied to you.***

If the cancellation and/or change to the trip is due to illness and/or accident, the report must also include:

- *the type of pathology;*
- *the beginning and end of the disease.*

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

- *copy of the Europ Assistance card;*
- *documentation objectively proving the cause of the renunciation/modification, in original;*
- *documentation attesting to the link between you and any other person who determined the renunciation;*
- *in the event of illness or injury, a medical certificate stating the date of the accident or onset of the disease, the specific diagnosis and the days of prognosis;*
- *in case of hospitalization, a certified copy of the original medical record;*
- *in the event of death, the death certificate;*
- *travel registration form or similar document;*
- *receipts (deposit, balance, penalty) for payment of the trip or rental;*
- *confirmation account statement issued by the Travel Organization/Agency;*
- *invoice relating to the penalty charged issued by the Travel Organization/Agency;*
- *copy of the cancelled ticket;*
- *program and travel regulations;*
- *travel documents (visas, etc.);*
- *Travel Confirmation Agreement.*

In the event of a penalty charged by the air carrier/shipping company:

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- *confirmation of the purchase of the ticket or similar document or receipt of payment of the same;*
- *copy of the cancelled air/ship ticket certifying the amounts charged to the customer.*

In case of cancellation due to Covid-19:

- *report of Covid-19 positivity tests (swab and/or serological test);*
- *certificate from the hospital where you were admitted for Covid-19.*

E) TRAVEL REMAKE GUARANTEE

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

You must submit the following documentation:

- *the cause of the interruption of the trip;*
- *in case of hospitalization, a certified copy of the original medical record;*
- *travel program;*
- *date of return;*
- *travel payment certificate;*
- *confirmation account statement issued by the Travel Organization/Agency.*

F) GUARANTEE RESCHEDULING COSTS TRAVEL

*You must make a report **no later than 3 days after the cause of the cancellation occurs and in any case by the date of the start of the trip if the 3-day period falls after the date of the start of the trip***

In addition, you must submit the following documentation:

- *original documentation proving the cause of the delayed departure;*
- *new travel tickets purchased to reach the intended place of travel;*
- *travelpayment receipts;*
- *booking confirmation account statement;*
- *unused travel tickets, in original;*
- *indication of the cause of the delay;*
- *declaration by the carrier (plane, bus, train) certifying the delay of the means of departure;*
- *tickets for events in which the Insured had to participate;*
- *documentation certifying the services booked.*

G) ZERO RISK GUARANTEE

*For **LATE DEPARTURE**, you must **notify** the travel organization or agency or the carrier **of the formal cancellation of the trip** and you must make the report **within 60 days** of the accident*

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You must submit the following documentation:

- confirmation account statement issued by the Travel Organization/Agency;
- copy of the cancelled ticket;
- declaration by the airport management company or air carrier certifying that the flight delay has occurred beyond 12 hours.

For the **WAIVER OF REROUTING** you must make the report **within 60 days** of the accident and send the following documents:

- confirmation account statement issued by the Travel Organization/Agency;
- document proving your waiver of the modification of the Trip proposed by the Tour Operator.

H) FLIGHT DELAY GUARANTEE

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

You must submit the following documentation:

- the documentation certifying the actual departure time, which you must request directly from the Carrier and possibly from the Tour Operator;
- booking confirmation (or other document issued by the travel agent) proving that the travel tickets were issued by the Tour Operator,
- copy of tickets/boarding passes;
- last convocation sheet of the Tour Operator;
- last update time communicated by the Tour Operator.

I) CIVIL LIABILITY GUARANTEE ON THE ROAD

You must make the report within three days of becoming aware of the Accident and send the following documentation:

- detailed description of the facts that led to the damage to third parties and, where required, a copy of the report submitted to the competent authority;
- any claim for damages by the injured third party;

L) GUARANTEE LEGAL PROTECTION ON THE ROAD

1. **You must immediately report any claim as soon as it occurred and/or you became aware of it, by accessing the portal www.sinistrionline.europassistance.it following the instructions (or by accessing the website directly www.europassistance.it the claims section) or by sending a written report to **Europ Assistance Italia S.p.A., Claims Settlement Office "Legal Protection", Via del Mulino n. 4 – 20057 Assago (MI), Fax 02 58384210, Toll-free number 800.085820.****

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2. *In any case, you must send Europ Assistance a copy of each document received by you, within 7 (seven) days from the date of receipt of the same.*
3. *You will have to indicate the role number and/or any other useful element for the correct identification of the procedure.*

- **PROVISION OF EVIDENCE AND DOCUMENTS NECESSARY FOR THE PROVISION OF THE INSURANCE GUARANTEE**

You must:

- *immediately inform Europ Assistance in a complete and truthful manner of all the details of the Claim, as well as indicate the means of proof and documents and, on request, make them available;*
- *instruct the lawyer responsible for the protection of his interests, as well as inform him completely and truthfully of all the facts, indicate the means of proof, provide all possible information and procure the necessary documents.*

- **CLAIM MANAGEMENT AND FREE CHOICE OF LAWYER**

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

Upon receipt of the Claim report, Europ Assistance tries, where possible, to manage the out-of-court handling of the dispute in order to achieve an amicable settlement. Europ Assistance reserves the right to delegate out-of-court management to Lawyers of its choice or chosen by the Insured Party, subject to the approval of Europ Assistance, even before mediation bodies. The Insured Party may not carry out initiatives and actions, reach agreements or Transactions without the prior approval of Europ Assistance. In the event of non-compliance with these obligations, the Insured forfeits the 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 settlement initiated by Europ Assistance, or when there is a conflict of interest between Europ Assistance and the Insured, or when there is a need for a criminal defence covered by the Insurance, the Insured has the right to choose a lawyer of his/her trust to whom he/she entrusts the protection of his/her interests, provided that he/she is registered in the Register of Lawyers of the Judicial Office competent for the dispute or of the Insured Party's place of residence, reporting his/her name to Europ Assistance. If the dispute

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or criminal proceedings must be rooted in a court of appeal district other than that of the Insured Party's residence, the Insured Party has the right to choose a lawyer who practices in the district of the court of appeal of his/her residence, in any case reporting the name to Europ Assistance; in this case, Europ Assistance also reimburses any expenses incurred exclusively in court for a corresponding lawyer (Authorised Agent Fees) within the quantitative limits indicated in the Policy.

The Insured Party who does not intend to make use of the right to choose a lawyer may ask Europ Assistance to indicate the name of a lawyer to whom the protection of their interests can be entrusted. The power of attorney to the Designated Lawyer must be issued by the Insured, and the latter must provide him with all the necessary documentation. Europ Assistance confirms the professional assignment to the lawyer thus conferred.

If it is necessary to appoint a party Expert, this must be agreed in advance with Europ Assistance. Europ Assistance reimburses the costs of a single lawyer and/or expert even if the Insured has appointed several lawyers/experts.

Europ Assistance is not responsible for the work of Lawyers, Technical Consultants and Experts.

C) Revocation of the appointment of the designated Lawyer or renunciation of the mandate by the same Lawyer

In the event of revocation of the professional appointment of the Lawyer initially appointed by you and subsequent appointment to another Lawyer during the same level of proceedings, Europ Assistance reimburses the costs of a single Lawyer of your choice.

If the professional assignment is revoked at the end of a level of judgment, Europ Assistance will also reimburse the costs of the lawyer appointed for the new level of judgment.

In the event of withdrawal by the Appointed Lawyer, Europ Assistance reimburses both the costs of the Lawyer originally appointed and the expenses of the new Appointed Lawyer, provided that the waiver is not determined by an objective assessment of the recklessness of the dispute.

D) Obligations of the Insured with regard to lawyers' fees and experts. Reimbursements to the Insured Party of the expenses incurred for the management of the dispute

The Insured Party may not reach agreements with the Lawyers and Experts regarding the fees due to them without the prior consent of Europ Assistance. In the event of failure to comply with this obligation, the Insured loses the right to compensation.

When the dispute has been concluded, Europ Assistance will reimburse the Insured for the expenses incurred (within the limits of the maximum amount provided for in the Policy and minus any deductibles and overdrafts), provided that such expenses are not recoverable by the other party.

E) Disagreement between the Insured and the Company

In the event of disagreement between the Insured and Europ Assistance regarding the interpretation of the Policy and/or the management of the Claim, Europ Assistance undertakes to inform the Insured of its

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right to avail itself of the arbitration procedure, and the decision is referred, without excluding the possibility of going to court, to an arbitrator appointed by mutual agreement of the parties or, in the absence of agreement, by the President of the Court with territorial jurisdiction for the dispute. The arbitrator shall act in accordance with equity.

The costs of arbitration are awarded as follows:

- ***in the event of a totally or partially favourable outcome for Europ Assistance, they are divided 50% between each of the two parties;***
- *in the event of a totally favorable outcome for the Insured, they must all be paid by Europ Assistance.*

• RECOVERY OF SUMS

Europ Assistance, which has incurred or advanced them, is responsible for the fees, fees and expenses paid in court or agreed with the counterparty.

M) TRAVEL ACCIDENT INSURANCE

*You must make the report **within 3 days of the accident and** send the following documentation:*

- *medical certificate drawn up on the spot;*
- *medical certificates documenting the course of the injuries, until complete recovery or stabilization of the consequences produced by the accident.*

You or, in the event of death, the beneficiaries, must allow Europ Assistance to carry out the necessary investigations, assessments and assessments, to be carried out in Italy.

N) ZERO PLUS RISK GUARANTEE

You must report the claim **within 15 days of the occurrence of the event and in any case no later than 15 days from the date of return.**

You must submit the following documentation:

- *documentation objectively proving the cause of the renunciation/modification, in original;*
- *travel registration form or similar document;*
- *travel program and regulations; - travel documents (visas, etc.);*
- *travel confirmation contract.*
- *confirmation account statement issued by the Travel Organization/Agency;*

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- receipts (deposit, balance, penalty) for payment of the Trip and ground services;

- invoice relating to the penalty charged issued by the suppliers of ground services to the tour operator/Travel Agency/Insured;

- copy of the cancelled ticket;

- documentation objectively proving the higher costs incurred by the tour operator/Travel Agency/Insured for the organization of alternative tourist services.

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".

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C) BAGGAGE GUARANTEE

- **CRITERIA**

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

Attention!

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

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 account.

D) TRAVEL CANCELLATION OR RENTAL COSTS GUARANTEE ALL RISKS

- **CRITERIA**

The calculation of the reimbursement of the penalty will be equivalent to the percentages existing on the date on which the accident occurred (Article 1914 of the Italian Civil Code). Therefore, in the event that the stay is cancelled after the accident, any additional penalty remains the responsibility of the insured person.

E) TRAVEL REMAKE GUARANTEE

- **CRITERIA**

Europ Assistance will calculate the period paid and not used as follows: total value **paid for the trip (only the stay will be considered excluding the costs of round trips)**, divided by the number of **days of travel initially planned**, multiplied by the days not used.

The day of the interruption of the trip and the day of return scheduled at the beginning of the trip are considered as a single day.

PART II – INSURANCE CONDITIONS MOD. TAD502/2

F) ZERO RISK GUARANTEE

- **CRITERIA**

For **TRAVEL REPROTECTION**, Europ Assistance will calculate:

- the **daily value** of the trip, **dividing the individual participation fee by the nights of duration of the trip**
- the **value of the trip not taken, multiplying the daily value by the days of travel lost.**

The day of the interruption of the trip **and the day of return** scheduled at the beginning of the trip **are considered as a single day.**

G) FLIGHT DELAY GUARANTEE

- **CRITERIA**

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

The **guarantee** is effective only **in the event that the travel tickets have been issued by the Tour Operator as shown on the booking statement.**

H) CIVIL LIABILITY GUARANTEE

- **LITIGATION MANAGEMENT AND RESISTANCE EXPENSES**

Europ Assistance undertakes the management of disputes, both in and out of court, both civil and criminal, for as long as it has an interest, on your behalf or designating, where necessary, lawyers or technicians and availing itself of all the rights or actions that would be yours. You are required to cooperate in order to allow the management of the aforementioned disputes and to appear in person in court if the procedure requires it. Europ Assistance has the right to claim against you the damage caused by the non-fulfilment of these obligations. Europ Assistance is responsible for the costs incurred to resist the action brought against you, **up to an amount equal to a quarter of the maximum amount established in the Policy for the damage to which the claim refers.**

If the amount due to the injured party exceeds this ceiling, the costs are shared between you and Europ in proportion to their respective interest. Europ Assistance does not recognize the costs incurred by you for lawyers or technicians who are not appointed by Europ Assistance and is not responsible for fines or penalties or criminal justice costs.

PART II – INSURANCE CONDITIONS MOD. TAD502/2

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.

If you can't make a call, you can:

- send a fax to 02. 58477201,
- an email to sanitario@europassistance.it
- send telegram to EUROP ASSISTANCE ITALIA S.p.A. - Via del Mulino n. 4 - 20057 Assago (MI)
- contact Europ Assistance also from your smartphone by clicking on the <https://freego.quickassistance.it> link or by framing the QR code:



The Europ Assistance Organisational Structure answers the phone 24 hours a day at your disposal, to help you or indicate what to do to solve any type of problem in the best possible way, as well as authorising any expenses.

In order to provide the Guarantees provided for in the Insurance Conditions, Europ Assistance must process your personal data and, as stated in EU Regulation 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By calling or writing or having Europ Assistance call or write to Europ Assistance, you freely give your consent to the processing of personal data relating to health as indicated in the Data Processing Policy you have received.

For information on insurance coverage, you can call the toll-free number 800-013529 from Monday to Saturday excluding holidays, from 8.00 a.m. to 8.00 p.m.

PART II – INSURANCE CONDITIONS MOD. TAD502/2

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 GOING TO COURT, alternative dispute resolution systems can be used, such as:

- **Insurance Arbitrator:** by submitting an appeal to the Insurance Arbitrator through the portal available on the latter's website (www.arbitroassicurativo.org) where it is possible to consult the eligibility requirements, other information relating to the submission of the appeal itself and any other useful information;
- **Mediation:** it is mandatory to resort to the Mediation provided for by law as a condition of admissibility for disputes on 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.

PART II – INSURANCE CONDITIONS MOD. TAD502/2

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).

PRIVACY POLICY

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;

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](http://www.europassistance.it) and on the Policy.

- 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

³ These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process data, or operate as independent Data Controllers or Joint Data Controllers, and 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

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.

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.

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.

ANNEX A - 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 your 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, stepfather/stepmother and cohabitant more uxorio of the parent, brothers/sisters, son-in-law/daughter-in-law (also valid for cohabiting partners more uxorio/civil union)

ANNEX A - GLOSSARY

partner), brother-in-law/sister-in-law (also valid for cohabiting partners more uxorio/partner

- of the civil union), grandparents, grandchildren, in-laws (also valid for cohabitants more uxorio/civil union partners), uncle and those who are cohabitants of 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 disease:

for the **Travel or Rental Cancellation Guarantee**: the pre-existing illness with an evolutionary/worsening nature, of which the Insured is aware on the date of confirmation of the booking of the insured trip that has entailed, in the last 12 months, hospitalizations, treatments/therapies, diagnostic investigations with a stationary or worsening outcome.

ANNEX A - GLOSSARY

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 **Travel or Rental Cancellation Guarantee**: an illness of acute onset 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 confirmation of the insured trip booking.
- 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 **Travel or Rental Cancellation Guarantee**: illness that is the expression or direct consequence of pathological situations that occurred before the confirmation of the booking of the insured trip,
- 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.

ANNEX A - GLOSSARY

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

Overdraft: the part of the amount of the damage, which is declared as a percentage and which remains compulsorily borne by you with a minimum expressed in absolute value.

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.

ANNEX A - GLOSSARY

Carrier: plane, tourist bus, train, ship.

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

MyMemo FreeGo Pol 42392Q

CARD/POLICY NUMBER

How to Request MEDICAL ASSISTANCE

If you need to use the coverage provided in your policy, contact our Organizational Structure in Italy immediately, available 24/7.

Call from Italy or abroad: **+39.02-58.24.06.72**

Or visit: <https://freego.quickassistance.it>

to request digital assistance, you can also scan the Qrcode on this page.



How to Request a REIMBURSEMENT

If you need to request a reimbursement, please visit:

<https://sinistrionline.europassistance.it>

If you need support, please call: **+39. 02.58.24.52.70**

In order to submit a claim you will need:

- Full name, tax code, address, and phone number
- POLICY NUMBER
- IBAN or bank account number in case of reimbursement to the account holder
- Details of the incident
- Date of the event
- Type of assistance requested
- Type of medical intervention
- Address of current location