



**Europ Assistance Italia S.p.A.**



**Europ Assistance Italia S.p.A.** having its registered office in Piazza Trento 8, Milan – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 100,108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

(hereinafter referred to as Europ Assistance)  
and

**Contracting Party: Luxury Hotels & Resorts S.r.l** with registered office in Corato (BA), Via Mongelli 13, VAT no. 07665120726, in the favour of clients of the Contracting Party (hereinafter referred to as "Insured Parties"), intended as Insured Parties in accordance with Art. 1891 of the Italian Civil Code  
(hereinafter referred to as the "Contracting Party")

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## INSURANCE CONDITIONS FORM 20356

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### Art. 1. - OTHER INSURANCE POLICIES

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

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

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

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

The Insurance Conditions are regulated by the Italian law.

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

#### Art. 3. - TIME LIMITS

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

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

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

#### Art. 4. - PAYMENT CURRENCY

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

#### Art. 5. - PROFESSIONAL SECRECY

You must release all physicians needing to examine your state of health from their obligation of professional secrecy with regards to Europ Assistance.

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

**Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the Data Processing Disclosure and to obtain their written consent to the processing of their health-related data for insurance purposes. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure."**

### SECTION I – DESCRIPTION OF COVER

#### Art. 7. - SUBJECT OF THE COVER

##### A) ASSISTANCE COVER

##### ASSISTANCE DURING TRAVEL

**You may request that Europ Assistance provide the following services also in the event of COVID-19 epidemics/pandemics during Travel, directly affecting:**

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

##### • MEDICAL CONSULTATION

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

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

**This opinion is not a diagnosis.**

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

##### • SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY

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

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

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

*The provision can be supplied during the following hours:*

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

##### • INDICATION OF A SPECIALISED PHYSICIAN ABROAD

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

##### • RETURN FOR HEALTH REASONS

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

- to an equipped Healthcare Institute in the place where you are located or
- to an equipped Healthcare Institute in the place where you have your residence or
- to your place of residence.

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

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

The transport means are:

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

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

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



**What is insured?**

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

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

In the event of death, the Organisational Structure will arrange for transport of the body to the place of burial in the country of residence or nearest international airport.

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

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

#### • RETURN WITH AN INSURED FAMILY MEMBER

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

#### • RETURN OF OTHER INSURED PARTIES

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

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

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

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

#### • TRAVEL OF A FAMILY MEMBER

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

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

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

#### • ACCOMPANIMENT OF CHILDREN

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

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

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

#### • RETURN OF THE CONVALESCENT INSURED PARTY

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

The Organisational Structure will book a ticket for you.

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

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

#### • EXTENSION OF THE STAY

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

**Europ Assistance will pay for the room/housing unit and breakfast costs for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured insured party.**

#### • INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

*(the provision only applies to residents in Italy)*

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

#### • INTERPRETER AVAILABLE ABROAD

You can ask for an Interpreter if you are hospitalised in a healthcare institute abroad and have difficulty communicating with the physicians, because you do not speak the local language.

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

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

#### • ADVANCE OF EMERGENCY EXPENSES

*(the provision only applies to residents in Italy)*

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

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

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

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

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

The Organisational Structure will guarantee you an Advance of Emergency Expenses if:

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

**Please note:**

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

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

#### • EARLY RETURN

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

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

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

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

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

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

#### • ADVANCE OF CRIMINAL BAIL ABROAD

*(the provision only applies to residents in Italy)*

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

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

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

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

The Organisational Structure will guarantee you an Advance of Criminal Bail if:

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

**Please note:**

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

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

#### • INDICATION OF A LAWYER ABROAD

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

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

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

#### • SENDING OF URGENT MESSAGES

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

The Organisational Structure is not responsible for the messages sent.

### VEHICLE ASSISTANCE

#### • ROADSIDE ASSISTANCE SERVICE

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

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

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

- to the nearest Authorised Europ Assistance Centre;
- to the nearest customer service workshop of the relevant Manufacturer or the nearest mechanic;
- to a place you indicate, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

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

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

#### • RECOVERY

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

- due to a flat battery or failure to start in general

- if you have lost the keys or they have broken
- due to a puncture,

call the Organisational Structure.

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

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

## ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME

### • MEDICAL CONSULTATION

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

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

**This opinion is not a diagnosis.**

### • SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY

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

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

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

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

*The provision can be supplied during the following hours:*

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

## B) MEDICAL EXPENSES COVER

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

- if you have been affected by a **sudden illness or injury**;
- if you are found to be positive to **COVID-19**, confirmed by clinical tests.

**The maximum cover per Insured Party and per duration period of the insurance cover is as follows:**

- **Euro 1,500.00 if you are resident in Italy for stays in Italy;**
- **Euro 5,000.00 if you are resident in Italy for stays abroad;**
- **Euro 5,000.00 if you are resident abroad for stays in Italy.**

Europ Assistance will pay in your place or reimburse you for medical/pharmaceutical/hospital expenses:

- if you have been hospitalised until discharge by the Healthcare Institute or until the Europ Assistance physicians believe you can return to your residence;
- if you have not been hospitalised, only the expenses you incurred during the term of the cover and that the Organisational Structure has authorised for you.

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

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

**Please note!**

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

## C) INDEMNITY COVER FOR HOSPITALISATION

If, within 10 days of your return from Travel, you were hospitalised for at least 5 consecutive days with COVID-19, Europ Assistance will pay you an Indemnity of **Euro 1,000.00 per Claim**.

**The Cover is valid for one event during the term of the cover.**

## D) LUGGAGE COVER

### 1. LUGGAGE AND PERSONAL EFFECTS

Europ Assistance indemnifies you for direct damage to your luggage caused by:

- theft
- loss by the air carrier.

**Europ Assistance will indemnify you up to a maximum of Euro 750.00 per claim and per term of the policy, with a limit of Euro 100.00 per item constituting your luggage, including bags, cases and rucksacks. Europ Assistance considers bags, cases and rucksacks as a single object.**

**Europ Assistance pays you per claim and per period of the term of the policy:**

- **up to 50% of the above-specified limit to liability**, for:
- damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses.

**Photo-video-optical equipment** (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) **are considered as a single item.**

- **up to 30% of the above-specified limit to liability**, for:
- cosmetics, medicinal products, sanitary items;
- jewels, precious stones, pearls, watches, gold/silver/platinum items, furs and other precious objects, as long as they are worn.

**in addition to the limit to liability**, in the event of theft, Europ Assistance will reimburse you for up to **Euro 50.00** for the expenses of redoing the ID card, passport and driving licence.

**Please note!**

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

## 2. DELAYED DELIVERY OF LUGGAGE

You can request cover for Delayed delivery of Luggage if the airline returns your luggage more than 12 hours late in the case of confirmed flights.

Europ Assistance will reimburse you for unforeseen expenses you may need to incur to purchase articles of personal hygiene and/or clothing necessary. This applies **up to the limit to liability of Euro 250.00** and only for delays in delivery **to the destination airport of outward bound travel**.

**Limits of liability are per Insured Party, per claim and per period of Policy duration.**

## E) TRAVEL CANCELLATION COVER

You can request this cover when you need to cancel or alter Travel after testing positive for COVID-19, confirmed by positive tests, affecting:

- you and/or your live-in family members directly;
- your travel companion directly.

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

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

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

Europ Assistance reimburses the full amount of the penalty charged for the cancellation or change of Travel **up to the maximum of Euro 5,000.00 for the entire stay booked. There will be no pro rata reimbursements.**

**Europ Assistance does not reimburse the handling costs (e.g. registration fee and club cards)**

**Please note!**

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

**The Percentage Excess does not apply:**

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding Day Hospital and Accident and Emergency)
- in the event of death.

## F) TRAVEL QUOTA REIMBURSEMENT COVER

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

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

Europ Assistance will reimburse you the cost of the stay not enjoyed for the number of days until completion, starting from the day on which it was interrupted.

## G) TRAVEL EXTENSION COVER

If you and/or one of the people in the same room/unit test positive for COVID-19 during your stay at the Accommodation Structure, Europ Assistance will reimburse you for the cost of extending the stay (food and accommodations) **up to a maximum of Euro 100.00 per day for a maximum of 15 days**, per Insured Party **and with a limit of Euro 250.00 per day per room/housing unit** during the Cover period.

In the event of a family unit with under-age children, the entire family unit is covered, as long as insured.

## H) DELAYED ARRIVAL REIMBURSEMENT COVER

Europ Assistance will reimburse you and, as long as insured and Travelling with you, the members of your family unit or one of your travel companions, for the cost of the **first night** missed at the Accommodation Structure booked, up to a maximum of **Euro 100.00 per person and per room/housing unit, with a limit of Euro 250.00 per night** for any of the following causes:

- failure/incident involving the Vehicle you are using to reach the Accommodation Structure;



- natural events that prevent you from taking the first means of transport envisaged to reach the Accommodation Structure (e.g. ferry, aeroplane, train).



#### Where is the cover valid?

#### Art. 8. - TERRITORIAL SCOPE

These are the Countries where the claim takes place and in which you are staying, for which cover can be requested.

VEHICLE ASSISTANCE SERVICES are supplied in:

Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Continental Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and Northern Ireland, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Monaco, Norway, the Netherlands, Poland, Continental Portugal, the United Kingdom, the Czech Republic, Romania, European Russia (excluding the Ural Mountains), Serbia, Slovakia, Slovenia, Continental Spain and the Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

ASSISTANCE SERVICES TO FAMILY MEMBERS AT HOME are supplied in: Italy, the Republic of San Marino and the Vatican City.

Travel is not insured in the following countries:

Afghanistan, Antarctica, Cocos, South Georgia, Greenland, Heard and McDonald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.



#### When does cover start and end?

#### Art. 9. - START DATE AND TERM

Except for that specified below, cover is effective from start of travel until its end. The start of Travel is the time of check-in at the Accommodation Structure and the end is the time of check-out from the Accommodation Structure.

Maximum cover duration in the period of validity of the cover is 30 consecutive days.

The Travel Cancellation Costs Cover begins with the date when the Travel is booked and ends when the Travel starts. The start of Travel is the time of check-in at the Accommodation Structure.

Vehicle Assistance Services begin 48 hours prior to check-in and expire upon check-in at the booked Accommodation Structure. Subsequently, they are effective from the date of check-out until the Insured Party returns home and, in any case, within 48 hours.

Indemnity cover for hospitalisation starts from the end of Travel and ends within 10 days.

### SECTION II – EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

#### Art. 10. - EXCLUSIONS

##### • GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- wilful misconduct or gross negligence;
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles (except as indicated in the individual cover);
- wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.
- epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19;
- indirect consequences of the COVID-19 epidemic/pandemic.
- all else not indicated under the Art. entitled "Subject of the Insurance" to the individual provisions/cover.

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- consequences due or attributable to quarantines or other measures restricting free movement ordered by the competent authorities to isolate the municipality/extended areas in which the Accommodation Structure where you are staying is located.

Without prejudice to the provisions of the individual Cover, it does not include expenses due/consequent to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your Travel or through which you will transit in order to reach your destination.

##### • EXCLUSIONS FROM INDIVIDUAL COVER

For ASSISTANCE COVER, claims consequent to the following are also excluded:

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

THE FOLLOWING EXCLUSIONS ALSO APPLY TO THE INDIVIDUAL PROVISIONS:

##### • RETURN FOR HEALTH REASONS

The following are excluded:

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

In the event of death, the following are excluded:

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

Transport, always in compliance with current provisions of Law, can be made using vehicles suitable for funeral transport (e.g. funeral cars).

Return to the place of residence is excluded if you do not reside in Europe and your travel is to a non-European country.

##### • ROADSIDE ASSISTANCE SERVICE

The following are excluded:

- cost of spare parts and any other repair costs;
  - costs for the use of extraordinary equipment, if required to recover the vehicle;
  - towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).
- Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.

##### • RECOVERY

The following are excluded:

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

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

- mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
- removal and/or transplant of organs;
- automotive, motorcycle or motor boat races and related tests and training;
- gross negligence;

- h. abuse of alcohol or psychological drugs;
- i. illness/injury deriving from the HIV virus;
- j. use of mind-altering and hallucinogenic substances;
- k. attempted suicide or suicide;
- l. medical expenses related to medical checks for Covid-19 required by the destination Country/Region/Area on arrival;

Europ Assistance will also not pay you for:

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

**LUGGAGE COVER** excludes:

- a. theft with break-in, bag-snatching, robbery, fire, damage, failure affecting luggage;
  - b. the luggage delivered and held by the Accommodation Structure;
  - c. theft from the room/housing unit when the keys have been delivered to the Accommodation Structure;
  - d. damages caused to sports equipment during use;
- The following are also not insured:
- e. mobile telephones, MP3 players, personal computers and tablets;
  - f. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, documents other than ID cards, passports and driving licences;
  - g. helmet, professional equipment;
  - h. goods other than items of clothing, which were delivered, even with the clothes, to transport companies, including the airline.

The following are excluded from "DELAYED DELIVERY OF LUGGAGE" cover:

- i. the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- j. all expenses incurred after receipt of the luggage.

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

- a. failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the Travel start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident and Emergency) of a family member.
- The following are also excluded:
- deposits and/or advances that are not justified by penalty tax documents.

In addition, the **TRAVEL SHARE REIMBURSEMENT COVER** does not cover claims due to:

- a. bankruptcy of the airline or Tour Operator/Travel Agency;
- b. cancellation by the Tour Operator/Travel Agency.

In addition, the **STAY EXTENSION COVER** does not cover claims due to:

- a. the voluntary extension of the trip by the Insured Party for personal choices;
- b. greater costs for airline ticketing due to airport controls that did not cause the Extension of stay.

**ARRIVAL DELAY COVER** also excludes:

- a. bankruptcy or strikes of the Carrier.



Are there limits to cover?

#### Art. 11. - INTERNATIONAL SANCTIONS

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

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

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

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

**Please note!**

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

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

#### Art. 12. - LIMITS TO THE COVER

##### • TRAVEL LIMITS

You are not covered if you travel to a country, region or geographical area that a competent government authority in your country of residence, your destination country or host country has advised against visiting or staying, even temporarily.

##### A) ASSISTANCE COVER

##### • LIMITS OF INTERVENTION

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

##### • LIMIT TO LIABILITY

Europ Assistance will not compensate damages:

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

It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government Authorities.

##### • LIMITS TO THE SUPPLY OF SERVICES

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

##### B) MEDICAL EXPENSES REIMBURSEMENT COVER

##### • FIXED EXCESS CHARGE

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

##### D) LUGGAGE COVER

##### • PERCENTAGE EXCESS CHARGES

Europ Assistance **applies a 50% percentage excess charge** if you have your entire vehicle, in which you placed your luggage, stolen.

##### E) TRAVEL CANCELLATION COVER

##### • FORM OF INSURANCE

This policy cover is valid if it covers the entire cost of your travel. The cost must include the handling costs.

If the Policy covers just part of the travel value, Europ Assistance will reimburse the penalty proportionally to the value of the insured travel. (Art. 1907 of the Italian Civil Code proportional rule).

##### • EXCESS CLAUSE

This cover is subject to the following percentage excess charges:

- 1) **15%**, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death.
- 2) **25%**, in the case of Stays the regulation of which envisages a penalty of 100% from the 30th day before the departure date.

##### Example of a fixed excess:

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

Specialist visit	Euro 150.00
Fixed excess	Euro 50.00
Reimbursement	Euro 100.00

##### Example of percentage excess:

estimated amount of damages	Euro 100.00
15% excess	Euro 15.00
indemnifiable/reimbursable damages within the limits to liability	Euro 85.00 (Euro 100.00 - Euro 15.00)

#### SECTION III – OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE



#### What are your obligations? What are your insurer's obligations?

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

##### FOR ALL COVER OTHER THAN ASSISTANCE

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

- access the portal <https://sinistrionline.europassistance.it> or website [www.europassistance.it](http://www.europassistance.it) in the CLAIMS section. Follow the instructions.

or

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

You must provide the following data/documents:

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

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

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

#### A) ASSISTANCE COVER

In the event of a Claim, you must immediately call the Organisational Structure at the following numbers, from Italy:

**02.58.24.61.42 valid for calls from Italy and abroad**

or

**800.93.66.21 valid for calls from Italy**

If you cannot call the Organizational Structure immediately because you do not have the possibility, you must call as soon as possible **and always before taking any personal initiative.**

**If you do not call the Organisational Structure, Europ Assistance may decide not to provide you with Assistance Services.**

**In this case, Art. 1915 of the Italian Civil Code applies.**

#### B) MEDICAL EXPENSES COVER

In the event of a Claim, you must immediately call the Organisational Structure at the following numbers, from Italy:

**02.58.24.61.42 valid for calls from Italy and abroad**

or

**800.93.66.21 valid for calls from Italy**

File a claim report **no later than sixty days of when the claim took place** and send the following data/documents:

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

#### C) INDEMNITY COVER FOR HOSPITALISATION

File a claim report **within 3 days of when the claim took place** and send the following data/documents:

- document attesting to the booking of the room/unit with the Accommodation Structure showing the date of the stay;
- copy of the certificate of discharge, stating the reason for the hospitalisation and any days of convalescence.

#### D) LUGGAGE COVER

#### WHAT TO DO IN THE EVENT OF PROBLEMS WITH LUGGAGE

Please remember

- in the event of theft, immediately make a report to the competent authorities of the place where the claim took place and to keep a true copy for Europ Assistance;
- in the event of airline liability, make a report in accordance with the procedures described by the airline at the time of the claim and send a written claim to the airline liable for the damage;
- within 60 days of the claim, send a claim report to Europ Assistance by accessing the portal <https://sinistrionline.europassistance.it> or in any of the ways listed above.

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

**You must report the claim within sixty days of its occurrence. Send the following data/documents:**

For "Luggage" cover, send the following data/documents:

- details of the stay;
- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- a copy of the complaint letter sent to the air carrier liable;
- proof of expenses incurred in having documents re-issued, if applicable;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out, showing the value of the damaged or removed goods and their date of purchase;
- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

For "Delayed delivery of Luggage" cover, you must send the following data/documents:

- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the goods purchased;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

#### E) TRAVEL CANCELLATION COVER

In the event of a Claim, you must notify the Accommodation Structure of your formal renunciation of the Travel and **make a report within 3 days of the onset of the cause of the renunciation and in any case by the travel start date if the terms of 3 days fall after the travel start date.**

If the renunciation of travel is caused by illness and/or injury, you must also specify:

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

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

- copy of the Europ Assistance card;
- original documentation able to provide objective proof of the cause of renunciation/change;
- documentation showing the connection between yourself and any party causing the renunciation;
- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
- in the event of hospitalisation: a true copy of the original medical record;
- in the event of death, the death certificate;
- receipts (deposit, balance, penalty) of payment of the Travel booked;
- document attesting to confirmation of the Travel booked, issued by the Contracting Party;
- invoice relating to the penalty charged, issued by the Contracting Party;

If the travel is cancelled due to a positive Covid-19 test:

- results of the positive Covid-19 tests (swab and/or blood test);
- certificate of the Hospital where were hospitalised for Covid-19.

#### F) TRAVEL QUOTA REIMBURSEMENT COVER

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

You must send the following documentation:

- document attesting to the booking of the room/unit with the Accommodation Structure showing the date of the stay, the number of people occupying the room/unit and their names;



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

#### G) EXTENSION OF THE STAY COVER

File a claim report **within 10 days of when the claim took place** and send the following data/documents:

- document attesting to the booking of the room/unit with the Accommodation Structure showing the date of the stay, the number of people occupying the room/unit and their names;
- document attesting to your positive Covid-19 test results and/or those of one of the people occupying the same room/unit;
- copy of the receipt for payment of the extension of the stay showing the number of days of extension, with the date and names of the people occupying the room/unit.

#### H) ARRIVAL DELAY COVER

File a claim report **within 10 days of when the claim took place** and send the following data/documents:

- document attesting to the booking of the room/unit with the Accommodation Structure showing the date of the stay;
- documentation attesting to the failure/incident involving the Vehicle.

#### For the claims management of all cover:

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

**You are obliged to provide them.**

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

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

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the insured party if they do not report the claim to their insurer in the time in which they requested it.

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

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

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

#### Art. 14. - DAMAGE SURVEY AND CLAIMS SETTLEMENT CRITERIA

##### • PAYMENT OF INDEMNITY (Valid for all Cover except for Assistance)

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/Per Diem/refund due to you and informs you of it.

**Europ Assistance will pay you within 20 days of this notification.**

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

#### D) LUGGAGE COVER

##### • CRITERIA

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

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

**Under no circumstances will any emotional value be considered.**

#### F) TRAVEL QUOTA REIMBURSEMENT COVER

##### • CRITERIA

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

**Europ Assistance will refund you for the days not used starting from:**

- the day of hospitalisation for COVID-19 epidemic/pandemic;
- the day of forced quarantine due to COVID-19;
- the day of early return forced by the supervisory bodies of your country of origin.

**Insured Party:** natural person, client of the Contracting Party that booked a room/unit with the Contracting Party and will stay there during the term of the Policy (whom we will call "you").

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

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

**Contracting Party:** the Accommodation Structure, with registered office in Italy, the Republic of San Marino, the Vatican City State, whose data is indicated in the Policy Form, that signs the Policy on behalf of its Clients and bears the cost thereof.

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

**Indirect consequence:** any situation not due to testing positive for COVID-19 that involves you and/or your family members/travel companion

**Convalescence:** the period of time following hospitalisation in which the Insured Party is put on complete bed rest in order to avoid compromising their clinical recovery, as prescribed by the hospital physicians who cared for the Insured Party.

**Per diem:** pre-determined daily allowance.

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

**Natural events:** atmospheric events (e.g. rain, hail, wind), the violence of which can be seen on multiple entities or is of exceptional scope and all those events defined as natural disasters, such as flooding, volcanic eruption, avalanches, snow slides and tsunamis.

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

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

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

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

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

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

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

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

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

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

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

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

**Policy:** the insurance agreement between Europ Assistance and the Contracting Party, entered into for the benefit of the Contracting Party's customers, with the Cover described in the Insurance Conditions. The Policy consists of the General Insurance Conditions for the Contracting Party and the Insurance Conditions.

**Premium:** the amount due to Europ Assistance.

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

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

**Hospitalisation:** a stay in a Healthcare Institute involving at least one night. **For the purposes of calculating the days of hospitalisation, it is agreed that the days when the Insured Party enters the hospital and leaves the hospital are considered one day only, regardless of when they are admitted and when they are discharged.**

**Risk:** the probability that the claim occurs.

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

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

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

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

#### GLOSSARY

**Home:** Insured Party's usual dwelling and/or declared place of residence.

**Accommodation Structure:** the hotel, B&B, agricultural tourist structure, holiday farms that offers a tourist accommodations for the night with or without the provision of assistance and/or services and with rules for the application of a penalty upon cancellation of a booking.

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

and in particular:

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

**Carrier:** aeroplane, coach, train, ship.

**Trip:** the stay booked at the accommodation structure defined above.

#### HOW TO TELEPHONE EUROP ASSISTANCE

In order to receive Assistance Services, or in the case of Medical Expenses Cover, call the Europ Assistance Organisational Structure, which operates 24 hours a day. The Organisational Structure will give you full information to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

**IMPORTANT: do not take any initiative without first having called the Organisational Structure at:**

**02.58.24.61.42 valid for calls from Italy and abroad;  
800.93.66.21 valid for calls from Italy**

You will need to provide the following information:

- Type of service requested;
- name and surname;
- supply code;
- address of the place where you are;
- telephone number.

If you cannot telephone the Organisational Structure, you can send a fax to 02.58477201.

**Europ Assistance must process your data in order to provide the guarantees provided for in the Insurance Conditions and therefore requires your consent, as stated in the EU Regulation 2016/679 on the protection of personal data. You freely give your consent to the processing of personal data by telephoning or writing or having Europ Assistance telephone or write to you. When necessary, your consent may also cover the use of data relating to your state of health or criminal offences and convictions, as indicated in the Privacy Policy on the processing of data that you have received.**

#### COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for complaints relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all the documents useful to providing a more complete description of the related circumstances.

The form for submitting the claim to IVASS can be downloaded from the website [www.ivass.it](http://www.ivass.it).

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- **Mediation:** contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);

- **Assisted negotiation:** through a request made by your lawyer to Europ Assistance Italia S.p.A.

**Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).**

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

**Insurance disputes on medical matters (where envisaged by the Insurance Conditions).**

In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering injuries or illnesses for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first. The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

#### Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 0133350323 - Reg. Imp. Milano e C.F.: 80039790151  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 17/9/93 N. 752) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.00108 - Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

[www.europassistance.it](http://www.europassistance.it)





## DATA PROCESSING DISCLOSURE

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

#### Disclosure on the processing of personal data for insurance purposes

(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

**Personal data** is information about a person which enables said person to be distinguished from others. Personal data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

There are rules [1] that govern Personal Data to protect it from incorrect use. Europ Assistance Italia complies with these rules and also wishes to inform you of what it does with your Personal Data for this reason[2].

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

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

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

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

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

#### How does Europ Assistance Italia use Your Personal Data and to whom does it disclose it?

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

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

According to the activities to carry out, Europ Assistance Italia may use Your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of Your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

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

#### For how long will Europ Assistance Italia keep Your Personal Data?

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

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

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

#### What are your rights in protection of your personal data?

In connection with the processing of Your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of Your Personal Data?". You have the right to submit a complaint to the Italian

Data Protection Authority; more information is available from the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### How can you exercise your rights in protection of Your Personal Data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of Your Personal Data processed by Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your personal data for direct marketing purposes

you may write to:

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

#### Changes and updates to the Disclosure

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

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

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

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

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