

**INSURANCE TERMS AND CONDITIONS FORM 16246 ED. 04.11.2022**  
**Assistance Insurance - Medical expense reimbursement - Trip repetition**

*These terms and conditions are effective subject to the validity of the Policy.*

**PROCESSING OF PERSONAL DATA**

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

**DEFINITIONS**

**Policyholder:** the subject whose interests are protected by the Insurance.

**Insurance:** the insurance contract.

**Contracting Party:** VIAGGI NEL MONDO S.r.l. with registered office in Rome, at Largo Carlo Grigioni, 7 - VAT No. 01184431003

**Europ Assistance:** the insurance company, i.e. Europ Assistance Italia S.p.A. – 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. 1.00108 – 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.

**Disaster:** claim involving more than one person/entity simultaneously, insured for the same risks. A single event is the claim deriving from acts of terrorism taking place during a 168-hour period.

**Family:** the Insured Party, the spouse/co-habiting partner more uxorio, civil union partner and children living in the same home, as resulting from the registry office certificate (as envisaged under Articles 4 and 5 of Italian Presidential Decree no. 223 of 30/05/1989) or equivalent international documentation.

**Deductible:** the pre-established fixed amount that is in any case paid by the Insured Party for each claim.

**Guarantee:** the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

**Compensation:** the amount paid by Europ Assistance in the event of a claim.

**Maximum cover/Amount insured:** the maximum payout established by Europ Assistance in the event of a claim.

**Policy:** the document considered as a whole that proves the insurance and regulates relations between Europ Assistance and the Contracting Party/Insured Party.

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

**Claim:** the damaging event for which the insurance guarantee is given.

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

**Organizational structure:** the structure of Europ Assistance Service S.p.A. - Via del Mulino, 4 – 20057 Assago (MI), Italy, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year or within alternative limits as may be established by contract, which, by virtue of a specific agreement stipulated with Europ Assistance Italia S.p.A., establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Policy, at the cost of Europe Assistance Italia S.p.A.

**Terrorism:** is any act of violence or threat of violence against an indeterminate group of people, perpetrated for political, religious, ethnic, ideological and similar reasons. The act of violence or threat of violence is such as to spread panic, terror and insecurity in the population or part of the population and to exert influence over a government or state institutions, to force those with the power to make decisions

to act or tolerate situations they would not have accepted in normal conditions. Internal disagreements are not considered as terrorism. These cases therefore include violence against people or objects committed during mass gatherings, uprisings or tumult, just like damages caused by looting directly related to internal disorders.

**Trip:** the move of the Insured Party for tourism purposes.

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

**SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL**

**Art. 1. OTHER INSURANCE**

In accordance with the provisions of Art. 1910 of the Italian Civil Code **any Insured Party enjoying Services/Guarantees similar to those of this insurance**, by virtue of contracts stipulated with another insurance company, **must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.**

**Art. 2. LAW GOVERNING THE POLICY AND JURISDICTION**

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of law apply.

**Art. 3. TIME LIMITS**

**All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with Art. 2952 of the Italian Civil Code. In Third-Party Liability insurance, the two year period starts as of the date on which the third party claimed damages from the Insured Party or brought the action against the latter.**

**Art. 4. PAYMENT CURRENCY**

Indemnities, advances and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the Insured Party incurred the expenses.

**Art. 5. LIMITS OF THE SERVICES AND GUARANTEES**

**The assistance services are supplied just once for each type within the period for which the trip lasts. The guarantee "Medical expense reimbursement" may be claimed more than once during the period for which the trip lasts, as long as the total amount of indemnity paid does not exceed the maximum limits of liability.**

**Art. 6. PERSONAL DATA PROTECTION**

**The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia S.p.A., in compliance with the provisions of the insurance contract, of the contents of the above information on data processing for insurance purposes (pursuant to Art. 13 of Italian Legislative Decree 196/2003 - Privacy Code) and to acquire consent from them to the processing of their data by Europ Assistance Italia S.p.A.**

**Art. 7. EFFECTIVE DATE AND DURATION OF COVER**

Each Insured party shall be covered throughout the period from the start date of the travel/stay until its end.  
**Maximum cover duration in the period of validity of the Insurance is 60 consecutive days.**

**Art. 8. NON-INSURABLE PERSONS**

**(article only valid for section I Assistance and section II Medical expense reimbursement)**

**Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of articles 1892, 1893 and 1894 of the Italian Civil Code.**

**Art. 9. PROFESSIONAL SECRECY**

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

**Art. 10. DISASTER LIMIT**

**In the case of an event classifiable as an act of terrorism, involving more than one persons insured with this policy or with other policies stipulated with Europ Assistance, the comprehensive amount - disaster limit - at the expense of Europ Assistance for the "Foreign Medical Expense Reimbursement Insurance" guarantee concerned by this policy, shall not exceed the maximum limit of Euro 10,000,000.00 per event.**

**If the costs connected with the "Foreign Medical Expense Reimbursement Insurance" guarantee should exceed the above amounts, the indemnity due to each Insured Party involved in the event of a claim will be adjusted and reduced and allocated proportionally to the limits of liability of Medical Expense insured or the cost of the individual provision, so as to ensure that the sum of all indemnity/reimbursements/costs of acceptance do not exceed the disaster limit indicated.**

**Art. 11. INTERNATIONAL SANCTIONS**

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Venezuela, Belarus, Russia, Burma (Myanmar), Afghanistan and in the following Regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

## SECTION I - ASSISTANCE INSURANCE

### SPECIAL SECTION DEFINITIONS

**Accident:** the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

**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.**

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

**Sudden illness:** an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

**Chronic illness:** illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

### SPECIAL SECTION CONDITIONS

#### Art. 12. INSURED PARTIES

The following are insured:

- the natural person who purchased a tourism package from the Contracting Party.

#### Art. 13. INSURANCE SCOPE AND COVERAGE

The assistance services, listed in the "Services" paragraph, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a covered event, are provided **only once per type** of service during the duration of a trip.

**Europ Assistance guarantees the intervention and the consequent disbursement of the provisions in the case of acts of terrorism as long as the Insured Party is not in an area in which political and military events or interference by the Authorities prevent Europ Assistance from fully making the envisaged provisions. If there is a risk of exposing its operators to situations that may entail serious physical injury or the violation of laws and/or regulations, Europ Assistance may not be held liable for any default in making the provisions.**

### Services

#### 12.1. MEDICAL CONSULTATION

If, in the event of illness and/or injury, the Insured Party should require an assessment of his health, he may contact the doctors of the Organisational Structure and request a telephone consultation.

**It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.**

#### 12.2. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

Sending of a doctor or ambulance to Italy if, following a Medical Consultation, it should become evident that the travelling Insured Party needs to have a medical examination, the Organisational Structure will send an authorised Europ Assistance doctor to the place of the event, at the expense of Europ Assistance. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

*The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.*

#### 12.3. INDICATION OF A SPECIALISED DOCTOR ABROAD

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to undergo a specialist medical examination, the Organisational Structure will, according to local availability, provide the name of a specialised doctor in the place nearest to the location of the Insured Party.

#### 12.4. RETURN FOR HEALTH REASONS

If, following an injury or illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped Healthcare Institute in the country of residence or return to residence, Europ Assistance will organise the return using the method and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at its expense.

These means may be:

- an air ambulance;
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

**A return for health reasons from non-European Union countries is only carried out using economy class airlines. For returns from countries of the Mediterranean**

**Basin, an air ambulance may be used as an exception to the above.**

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary.

In the case where the insured should require a transfer to the nearest place equipped for Emergency situations or a care facility, or to be transferred to a care facility appropriate to the treatment of the disease, or is hospitalized at a local facility which is not adequate for treatment of the disease itself, the Organisational Structure will arrange for the transfer, with the medium and in times deemed most suitable by doctors of the Organisational Structure after consulting with the attending physician onsite.

In this case Europ Assistance will bear the expenses.

Europ Assistance shall have the right to request any travel tickets not used for the return of the Insured Party.

In the event of the death of the Insured Party, the Organisational Structure will arrange and provide for transport of the body to the place of burial in country of residence, at the expense of Europ Assistance.

### Exclusions

**The following are excluded from cover:**

- **diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his trip;**
- **infectious diseases, if transport involves a violation of national or international medical rules;**
- **expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body and all expenses not relating to its transport;**
- **all cases in which the Insured Party or his family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.**

#### 12.5. RETURN WITH AN INSURED FAMILY MEMBER

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

**The following are excluded from cover:**

- **room and board expenses of the family member.**

#### 12.6. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons", the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket. Europ Assistance shall have the right to request any travel tickets not used for their return.

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

#### 12.7. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, the Organisational Structure will provide a return first class rail ticket or economy class air ticket to enable a co-habiting family member to reach the hospitalised person, at the expense of Europ Assistance.

**The following are excluded from cover:**

- **room and board expenses of the family member.**

#### 12.8. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself unable to look after insured children under the age of 15 travelling with him, the Organisational Structure will arrange for a return first class rail ticket or economy class air ticket, at the expense of Europ Assistance, to enable a family member to join the children, take care of them and take them back to their residence.

**The following are excluded from cover:**

- **room and board expenses of the accompanying family member.**

#### 12.9. RETURN OF THE CONVALESCENT INSURED PARTY

If, due to hospitalisation in a Healthcare Institute, the Insured Party should be unable to return to his place of residence with the means initially envisaged, the Organisational Structure will provide him with a first class rail ticket or economy class air ticket, at the expense of Europ Assistance.

#### 12.10. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent him from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

Europ Assistance shall pay for the hotel stay (bed and breakfast) until the date on which, at the opinion of the doctors of the Organisational Structure, the Insured Party can

be returned to his/her place of residence, as established by the service "Return for medical reasons" or "Return of the Convalescent Insured Party".

**The following are excluded from cover:**

- **hotel expenses other than room and breakfast.**

#### 12.11. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD (only valid for Insured Parties resident in Italy)

If the Insured Party who finds himself abroad and ill and/or injured should require information on medicinal products duly registered in Italy, the Organisational Structure will inform him of the corresponding medicinal products, if such exist, available locally.

#### 12.12. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he does not speak the local language, the Organisational Structure will send an interpreter there. The costs of the interpreter will be paid by Europ Assistance.

#### 12.13. ADVANCE OF EMERGENCY EXPENSES (only valid for Insured Parties resident in Italy)

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, **up to a total general limit of Euro 5,000.00.**

If the invoices should exceed the total amount of Euro 150.00, **the provision will take effect from when Europ Assistance has received suitable guarantees of repayment in Italy.**

**The following are excluded from the service:**

- **transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;**
- **cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;**
- **claims occurring in countries in which there are no branches or representatives of Europ Assistance.**

**Insured Party's obligations:**

*The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.*

#### 12.14. EARLY RETURN

If the travelling Insured Party should need to return to the place of residence prior to the date scheduled and using a different means to that initially envisaged, as a result of the death, as per the date given on the death certificate issued by the registrar, or hospitalisation, with imminent danger of life, of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, the Organisational Structure will, at the expense of Europ Assistance, provide a first class rail ticket or economy class air ticket, to enable him to reach the place of burial or hospitalisation.

If the Insured Party is travelling with a child, as long as an Insured Party, the Organisational Structure will arrange for both to be returned. If the Insured Party should be in a position where it is impossible to use his own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him to recover the vehicle at a later date.

**The following are excluded from the service:**

- **cases where the Insured Party cannot provide the Organisational Structure with suitable information on the reason for the early return request.**

**Insured Party's obligations:**

*The Insured Party must provide original documentation proving the cause of the return within 15 days of the claim.*

#### 12.15. ADVANCE OF CRIMINAL BAIL ABROAD (only valid for Insured Parties resident in Italy)

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party.

Europ Assistance **will advance payment of bail up to the maximum amount of Euro 5,000.00.** The amount of the bail paid by Europ Assistance by way of advance **shall not in any case exceed the amount of Euro 5,000.00.** The service will be provided when Europ Assistance has received bank guarantee in Italy.

**The following are excluded from the service:**

- **transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;**



- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;
- claims occurring in countries in which there are no branches or representatives of Europ Assistance.

#### Insured Party's obligations:

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

#### 12.16. INDICATION OF A LAWYER ABROAD

If the Insured Party should be arrested or threatened with arrest and require legal assistance, the Organisational Structure will provide the name of a lawyer as near as possible to the place in which the Insured Party is located, according to local availability.

#### The following are excluded from the service

- all costs deriving from the intervention of the lawyer will be paid by the Insured Party.

The service does not apply to countries in which there are no branches or representatives of Europ Assistance.

#### 12.17. SENDING OF URGENT MESSAGES

If the Insured Party, in the event of illness and/or injury, should be unable to send urgent messages to people residing in Italy, the Organisational Structure will arrange for the notification of the message to the addressee. The Organisational Structure is not responsible for the messages sent.

#### Art. 14. EXCLUSIONS

Cover is excluded for claims caused by or resulting from:

- automotive, motorcycle or motor boat races and related tests and training;
- flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, acts of vandalism;
- misconduct of the Insured Party or serious negligence;
- 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 pathological situations in place at the time the travel began;
- removal and/or transplant of organs;
- abuse of alcohol or psychological drugs;
- use of mind-altering and hallucinogenic substances;
- 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);
- anything else not specifically indicated in the individual covers.

Additionally, covered services are not provided in countries in a state of declared or undeclared war, including the countries listed with a risk score of 4.0 or higher on the website <https://www.europassistance.it/paes-i-in-stato-di-belligeranza>.

Countries whose state of war has been made publicly known are considered to be in a state of declared or de facto war.

Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

#### Art. 15. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In case of claim covered by the assistance insurance, the Insured shall immediately contact the Organizational Structure. Non-performance of this obligation may result

in forfeiture of the right to care services under Article 1915 of the Italian Civil Code.

#### Art. 16. LIMIT TO LIABILITY

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

### SECTION II - MEDICAL EXPENSE REIMBURSEMENT INSURANCE

#### SPECIAL SECTION DEFINITIONS

**Injury:** the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

**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.

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

**Sudden illness:** an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

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

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

#### SPECIAL SECTION CONDITIONS

##### Art. 17. INSURED PARTIES

The following are insured:

- > the natural person who purchased a tourism package from the Contracting Party.

##### Art. 18. SUBJECT OF THE INSURANCE

The guarantee is also given in the event of acts of terrorism.

Direct payment will be made of these expenses if the technical-practical conditions are met to proceed; otherwise Europ Assistance will reimburse these expenses at the same conditions, without application of any excess.

If following a sudden illness or injury, the Insured Party should incur medical/pharmaceutical/hospital expenses for urgent, non-deferrable surgery or treatment, received locally during the trip, during the period for which the guarantee is valid, Europ Assistance will repay them according to the maximum amount established under the heading DETERMINATION OF MAXIMUM COVER, considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

If an injury is covered then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made within 45 days of the injury.

##### Limit of liability:

For medical and pharmaceutical expenses, including in the event of hospitalisation in a Healthcare Institute or place equipped to provide emergency treatment, Europ Assistance will pay for the costs, making direct payment locally by the Organisational Structure and/or in the form of a refund, up to the maximum cover indicated under the heading DETERMINATION OF MAXIMUM COVER, considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

Reimbursements will be made with a fixed, absolute deductible amount per claim and per Insured Party of Euro 35.00.

The above maximum cover includes:

- urgent dental treatment, only following injury, up to Euro 100.00 per Insured Party;
- prosthesis repair expenses, only following injury, up to Euro 100.00 per Insured Party.
- the transport expenses related to transfer up to the nearest place of Ready Help or care institute and/or the accommodation place of the insured, up to euro 7.500,00 for insured.

##### Art. 19. EXCLUSIONS

The following are excluded from cover:

- all expenses incurred by the Insured Party 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, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);
- expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (except for those specified above following injury);
- check-ups in Italy for situations consequent to illnesses that began during the trip;

Cover is also not due for claims caused by or resulting from:

- 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;
- flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, popular turmoil or movements, looting, acts of vandalism;
- misconduct on the part of the Insured Party;
- abuse of alcohol or psychological drugs and the use of mind-altering and hallucinogenic substances;
- attempted suicide or suicide.

#### Art. 20. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must contact the Organisational Structure and make a declaration within sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions given (or accessing the website [www.europassistance.it](http://www.europassistance.it), claims section, directly) or

providing written notice to Europ Assistance Italia S.p.A. - Via del Mulino, 4 - 20057 Assago (MI), specifying "Ufficio Claims Management & Control - Rimborso Spese Mediche" (Claims Management & Control Office - Medical Expense Reimbursement) on the envelope and posting:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- the circumstances of the event;
- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a true copy of the original medical record;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased.

Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

#### Art. 21. CRITERIA FOR LIQUIDATION OF THE DAMAGES

Following the assessment of the documentation received, Europ Assistance will liquidate the damages and make the related payment, net of the deductible amounts envisaged.

#### Art. 22. DETERMINATION OF MAXIMUM COVER

For the "Medical Expense Reimbursement" coverage, the maximum cover per Insured Party is Euro 1,000.00 for Italy and Euro 15,000.00 for all other countries.

### SECTION III - TRAVEL REPETITION INSURANCE

#### SPECIAL SECTION DEFINITIONS

**Injury:** the claim caused by pure bad, external luck resulting in bodily injury that can objectively be noted and with the consequence of: death, permanent invalidity or temporary incapacity.

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

**Chronic illness:** illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

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

**Hospitalisation:** an overnight stay in a Healthcare Institute.

### SPECIAL SECTION CONDITIONS

#### **Art. 23. INSURED PARTIES**

The following are insured:

- the natural person who purchased a tourism package from the Contracting Party.

#### **Art. 24. SUBJECT OF THE INSURANCE**

If the Insured Party should interrupt the trip insured exclusively as a result of:

- organisation and delivery by Europ Assistance of the provision of *Return for health reasons*, according to contractual conditions;
  - organisation and delivery by Europ Assistance of the provision of *Early return*, according to contractual conditions; Europ Assistance will refund the portion of the trip not used, calculated as specified in the Article entitled "CRITERIA FOR THE LIQUIDATION OF DAMAGES".
- The part of the trip not used will be refunded *up to a maximum amount equal to the travel purchase value*.  
**Said maximum cover cannot in any case exceed Euro 7,000 per Insured Party. In the event of the interruption of more than one Insured Party registered for travel together and simultaneously, the reimbursement will be paid out up to the amount equal to the sum of the maximum amounts insured per Insured Party, but with the total maximum of Euro 15,000.00 per claim.**

#### **Art. 25. EXCLUSIONS**

**Cover excludes interruptions of travel caused by:**

- illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed;*
  - pregnancy or consequent pathological situations;*
  - mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications*
  - illness or injury the treatment of which constituted the purpose of the trip.*
- Cover is also not due for claims caused by or resulting from:
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;*
  - wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;*
  - removal and/or transplant of organs;*
  - misconduct of the Insured Party or serious negligence.*

#### **Art. 26. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

Following the interruption of the trip, within sixty days of his return to domicile, the Insured Party must submit a claim by accessing the portal <https://sinistronline.europassistance.it> and following the instructions given (or by accessing the website [www.europassistance.it](http://www.europassistance.it), claims section, directly) or

must send a fax to 02.58.47.70.19, with a written declaration addressed to: **Europ Assistance Italia SpA - Via del Mulino, 4 - 20057 Assago (MI) - specifying "Ufficio Liquidazione Sinistri - Rifacimento Viaggio" (Claims Liquidation Office - Travel Repetition) on the envelope and giving:**

- first name, last name, address, telephone number;
- Europ Assistance card number
- the reason for the interruption of travel;
- travel programme;
- return date;
- certificate of payment of travel;
- billing statement of confirmation as issued by the Travel Agency/Organisation;

**Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.**

#### **Art. 27. CRITERIA FOR LIQUIDATION OF THE DAMAGES**

**Europ Assistance will calculate the daily value of the trip, dividing the total value of stay by the number of days initially envisaged and will then proceed to pay the residual days not used by the Insured Party, excluding cost of flight return tickets, visa fees and any insurance policies.**

**The date on which travel is interrupted and that of return envisaged at the start of travel, will be considered as a single day.**

EUROP ASSISTANCE ITALIA S.p.A.

## **HOW TO REQUEST ASSISTANCE**

In the event of Assistance services, the Europ Assistance Organisational Structure operates 24 hours a day and is at your complete disposal, ready 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 telephoned the Organisational Structure at:**

**+39 02.58.24.04.84**

The following information must be provided:

- Type of service requested
- Name and surname
- Europ Assistance card number
- Address of the place where the Insured is located
- Telephone number

If you are unable to call the Organisational Structure, you can send: a fax to 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Via del Mulino, 4 - 20057 Assago (MI) **In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data of the Insured Party and to this end requires, in accordance with Italian Legislative Decree no. 196/03 (the Privacy Code) your consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his common, sensitive and legal personal data, as indicated in the Privacy Disclosure received.**

### **Complaints**

Any complaints concerning the contract or claim management must be submitted in writing to:

Europ Assistance Italia S.p.A. - Ufficio Reclami [Complaints Office] - Via del Mulino, 4 - 20057 Assago (MI); 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 the complainant is not satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact IVASS (Istituto per la Vigilanza sulle Assicurazioni - Insurance Supervisory Institute) - Servizio Tutela del Consumatore (Consumer Protection Service), via del Quirinale 21 - 00187 Rome, accompanying the complaint with all the documentation relating to the claim processed by the Company. In these cases, and for claims relating to compliance with sector legislation to be submitted directly to IVASS, the claim must specify:

- first name, surname and domicile of the complainant with any telephone contact number;
- identification of the subject or subjects whose work is complained of;
- a brief, yet complete description of the reason for the complaint;
- a copy of the complaint made to the insurance company and any reply provided by it;
- all 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).

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)).

Before involving the legal Authority, alternative systems can be used to settle the dispute, as envisaged by law or convention.

### **Insurance disputes on the determination and estimate of damages under the scope of the policies against the risk of damages.**

In the event of any dispute relating to the determination and estimate of the damages, it is necessary to appeal to a contractual appraisal envisaged by the policy conditions for settling this type of dispute. The request to activate the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] - Via del Mulino, 4 - 20057 Assago (MI), by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damages in which the contractual appraisal has already been completed or not relating to the determination and estimate of damages, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

### **Insurance disputes on medical issues**

In the event of a dispute relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy conditions. The request to activate the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] - Via del Mulino, 4 - 20057 Assago (MI), by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering injury or illness in which arbitration has already been attempted or not relating to medical matters, the law envisages compulsory mediation, which constitutes a condition to be able to proceed, with the option to first have recourse to assisted negotiation.

The foregoing without prejudice to the right to seek remedy in court.

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

Information on data processing for insurance purposes  
(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

you can write at any time to: Data Protection Office - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI) also by email: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

## Changes and updates to the Notice

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

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

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

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

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