

## "HOSPITALITY PROTECTION TOP"

Terms and Conditions of Insurance for policy between



**Europ Assistance Italia S.p.A.** headquartered in Milan at Piazza Trento no. 8 – Licensed to pursue the insurance business by a Decree of the Ministry for Industry, Trade and Commerce no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Listed in Section I of the Register of Insurers and Reinsurers at no. 100.108 – Member of the Generali Group, listed on the Register of Insurance Groups - Company subject to direction and coordination by Assicurazioni Generali S.p.A.

(hereinafter Europ Assistance)

and

**Europ Assistance Italia S.p.A.** the Accommodation structure indicated in Policy Form 21300,

(hereinafter referred to as the "Contracting Party")

in favour of the Contractor's customers, to be understood as Insured pursuant to art. 1891 of the Civil Code



Edition dated 16.05.2021



in collaborazione con



**Freetime  
& Travel  
Insurance**

CARD NO. REGHP+ CASE NUMBER

## TERMS AND CONDITIONS OF INSURANCE MOD.21301

### TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

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

You may be insured for the same risk with different insurers.

**If a claim arises, you must inform all the insurance companies with whom you have cover for the same risk, including Europ Assistance, of the existence of the other insurers who are covering the same risk. In such a case, Article 1910 of the civil code will also apply.**

*Article 1910 of the Italian civil code is intended to avoid instances where an insured party who has multiple insurance policies for the same risk with different insurers, receives total payouts that exceed the total loss. For this reason, in the event of a claim the Insured must inform each insurer of all the policies taken out with the other insurers for the same risk.*

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

The Terms and Conditions of Insurance are governed by the laws of Italy.

The laws of Italy apply to all matters not covered by the Terms and Conditions of Insurance, and with regard to all rules on jurisdiction and/or competence of the court.

*Jurisdiction is the legal power granted to judges, to apply the provisions of law of a certain country. For example, with Italian jurisdiction: the Italian courts deal with the application of Italian laws. Jurisdiction also refers to the sphere of competence of a body or an individual over different matters, or in different territories.*

#### Art. 3. - LIMITATION PERIODS

**All your rights towards Europ Assistance are limited to two years from the date of the claim. For civil liability insurance, the two-year period starts from the date on which the injured party requested compensation from you, or started proceedings against you to obtain such compensation.**

*For example: if the Insured does not report a claim within the maximum period of 2 years as established by the Italian civil code, they will not have the right to an indemnity.*

#### Art. 4. - CURRENCY OF PAYMENT

In Italy, you will receive your indemnity/payout in euros. If you claim the reimbursement of expenses incurred in countries which are not in the European Union or which belong to the European Union but do not have the euro as their currency, Europ Assistance will calculate the reimbursement by converting the amount of expenses in the other currency, into euros. Europ Assistance will calculate the reimbursement on the basis of the value of the euro against the currency of the country in which you incurred the expenses, on the date of issue of the invoice.

#### Art. 5. - PROFESSIONAL SECRECY

You are required to release the doctors who are examining a claim that requires an assessment of your state of health from their obligation of professional secrecy towards Europ Assistance.

#### Art. 6. - DATA PROTECTION

**When providing you with insurance cover, Europ Assistance may obtain and use the personal data of other people. By accepting the Policy, you agree to provide those persons with the Data Protection Statement and to obtain from them their written consent to the use of their health data for insurance purposes. You may use the following consent wording: "I have read the data protection statement and I consent to the use of my personal health data as necessary for the management of the policy by Europ Assistance Italy, and by the persons named in the statement."**

### SECTION I - DESCRIPTION OF COVER



What is insured?

#### Art. 7. - OBJECT OF 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 doctors, together with the doctors 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 that 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.

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 you to the place of hospitalisation or your 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 doctors, **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 your 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.

**A) 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 is 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, an excess charge applies. See Art. "Limitations of Cover" of Section II**

**B) 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.**

**C) 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.**

**D) TRAVEL CANCELLATION COVER**

You can request this cover when you need to cancel or alter the Travel booked for reasons or events that **can objectively be documented, which are unexpected and not known to you at the time of travel confirmation**, affecting:

- you and/or your family members directly.

You can also 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 care)**
- **in the event of death.**

**E) 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.

**F) 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.

**G) 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 COVER**

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 the 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 Insurance 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 – EXCLUDED RISKS 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;
- abuse of alcohol or psychological drugs;
- illness/injury deriving from the HIV virus;
- use of mind-altering and hallucinogenic substances;
- attempted suicide or suicide;

**I. 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:

- a. the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- b. 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. theft, robbery, loss of identification and/or travel documents;
- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/complications;
- c. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;
- d. injury, illness or death that occurs before the scheduled confirmation of travel;
- e. consequences and/or complications of injuries that took place prior to confirming the travel;
- f. bankruptcy of the Accommodation Structure;
- g. cancellation by the Accommodation Structure;
- h. 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 Accommodation Structure;
- b. cancellation by the Accommodation Structure;

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;

**ARRIVAL DELAY COVER** also excludes:

bankruptcy or strikes of the Carrier.



**Are there limits on cover?**

**Art. 11. - INTERNATIONAL SANCTIONS**

Europ Assistance Italia S.p.A. is not bound to provide insurance cover and is not obligated to pay the Indemnity and/or Compensation or to recognise any benefit provided for in these Terms and Conditions of Insurance if the provision of such cover, the payment of such Compensation or the recognition of such benefit would expose Europ Assistance Italia S.p.A. to sanctions, prohibitions or restrictions provided for in UN resolutions, or to trade sanctions, economic sanctions or revocatory measures determined by the regulations of the European Union or of the USA. This clause will prevail over any conflicting clause that may be contained in these Terms and Conditions of Insurance.

The up-to-date list of countries which are subject to sanctions can be found at the link below

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

The Policy is not operative in the following countries: **Syria, North Korea, Iran and Venezuela, or in Crimea**

**Important!**

If you are a "United States Person" and you are in Cuba, in order to obtain assistance, Indemnities/Compensation under the Policy, you must prove to Europ Assistance Italia S.p.A. that your presence in Cuba is in accordance with the laws of the USA.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance or recognise any Indemnity/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.

**• SUBSCRIPTION LIMITS**

You must subscribe the policy within 24 hours of reserving the Trip.

**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 you subscribe it for the entire cost of your travel. The cost must include the handling costs. If you subscribe the Policy for 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:

- **15%**, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death.
- **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
20% excess	Euro 20.00
indemnifiable/reimbursable damages within the limits to liability	Euro 80.00 (Euro 100.00 - Euro 20.00)

You must report the claim **within sixty days of its occurrence**. Send the

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



**What are your obligations, and what are those of the insurer?**

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

#### FOR ALL COVER OTHER THAN ASSISTANCE COVER

You must report the claim as follows:

- visit the website <https://sinistronline.europassistance.it> or [www.europassistance.it](http://www.europassistance.it), CLAIMS section. Follow the instructions.

or

- send a letter by registered post to **Europ Assistance - Claims Liquidation Office (indicating the form of cover in respect of which you are reporting the claim) - Piazza Trento, 8 20135 Milan.**

You must provide the following information and documents:

- name and surname, and address
- telephone number;
- the number on your Europ Assistance card + case number;
- the circumstances of the accident;
- the date on which the accident occurred;
- the location at which you or the people who made the claim can be contacted.

**The timeframe for reporting a claim is indicated in the individual forms of 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://sinistronline.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.

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);

**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 Organisational 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 Accident and Emergency Care 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 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

- 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.

## HOW TO REQUEST ASSISTANCE

In order to receive Assistance Services, 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;
- address of the place where you are;
- telephone number.

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

In order to be able to provide the Cover envisaged in the Insurance Conditions, Europ Assistance needs to process your personal data and, as per EU Regulation 2016/679 on the protection of personal data, in order to process your health-related data, it needs your consent. By calling or writing to, or having someone else call or write to Europ Assistance, you freely consent to the processing of your health-related personal data as indicated in the Data Processing Disclosure you have received.

## COMPLAINTS

Any complaints about the contractual relationship or the management of claims must be sent in writing to: Europ Assistance Italia S.p.A. – Complaints Office – Piazza Trento, 8 – 20135 Milan; fax: 02.58.47.71.28 – certified email: [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 do not receive a reply within 45 days you may contact the Italian insurance regulator IVASS – Consumer Protection Department – Via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), together with all the documentation relating to the complaints handled by Europ Assistance. In such cases, and for complaints that relate to compliance with insurance industry regulations, which must be submitted directly to IVASS, your complaint must contain:

- the name, surname and address of the complainant, together with phone number;
- details of the person(s) being complained of;
- a brief but comprehensive description of the reason for the complaint;
- a copy of the complaint sent to Europ Assistance Italia, and any reply provided;
- any other documents which may be useful in describing the circumstances in detail.

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

Before taking legal action through the courts, you may use alternative dispute resolution systems as provided for by law or by contract.

- **Mediation:** by contacting a mediation body, from among those listed by the Ministry of Justice on the website [www.giustizia.it](http://www.giustizia.it) (Law no. 98 of 9/8/2013);
- **Assisted negotiation:** by sending a request to Europ Assistance Italia S.p.A., through your lawyer.

### **Insurance disputes concerning the determination and estimation of loss for policies covering the risk of loss (where provided for in the terms and conditions of insurance).**

For disputes which relate to the determination and estimation of loss, a loss adjuster will be required, where provided for in the terms and conditions of insurance in order to resolve this type of dispute. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Claims Liquidation Office – Piazza Trento, 8 – 20135 Milan, by registered post or certified email to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

For disputes concerning policies covering the risk of loss in which the contractual loss adjustment procedure has already been completed, or for those that do not relate to the determination or estimation of loss, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

### **Disputes in insurance matters relating to medical issues (where provided for in the terms and conditions of insurance).**

For disputes which relate to medical issues concerning accident or illness policies, an arbitration procedure will be required, where provided for in the terms and conditions of insurance in order to resolve this type of dispute. A request for the commencement of a contractual loss adjustment or arbitration procedure must be sent to: Claims Liquidation Office – Piazza Trento, 8 – 20135 Milan, by registered post or certified email to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration procedure will be conducted at the offices of the Legal Medicine Institute which is closer to your place of residence.

For disputes concerning policies covering the risk of loss in which the contractual loss adjustment procedure has already been completed, or for those that do not relate to the determination or estimation of loss, the law requires obligatory mediation before further action, with the right to resort to assisted negotiation.

Your right to take action through the courts remains unaffected.

In order to resolve cross-border disputes, you may submit a complaint to the Italian insurance regulator IVASS, or take action through the relevant foreign system using the FIN-NET procedure (at [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## DATA PROTECTION

### PERSONAL DATA AND ITS USE BY EUROP ASSISTANCE ITALIA S.P.A.

Information about the processing of data for insurance purposes  
(as required by Articles 13 and 14 of the European General Data Protection Regulation)

**Personal data** is information which relates to an individual and which allows the individual to be recognised among other individuals. Personal data includes, for example, your name and surname, the number on your ID card or passport, information about your state of health, such as illnesses and accidents, and information about criminal convictions or crimes.

There are laws<sup>1</sup> which govern personal data to protect you against improper use. Europ Assistance Italy complies with these laws, and for this reason wishes to inform you of how your personal data is used<sup>2</sup>.

If the contents of this data protection statement are insufficient, or if you wish to enforce any of your rights available under the data protection laws, you can contact the Data Protection Officer at Europ Assistance Italia - Data Protection Office - Piazza Trento 8 - 20135 Milan or send an email to [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Why Europ Assistance Italia uses your Personal Data and what happens if you do not provide it or authorise its use

Europ Assistance Italia uses your personal data for the following *insurance purposes*:

- to fulfil the activities provided for in the terms and conditions of insurance, or in order to provide the COVER; to fulfil its insurance activity, for example to offer and manage the insurance cover, collect the premiums, obtain reinsurance and perform checks and statistical controls: your ordinary data, which may relate to your location if the COVER involves geolocation, will be processed for the purposes of fulfilling the contract;
- to perform the insurance activity, prevent and identify cases of fraud, take legal action and report potential crimes to the authorities, carry out debt recovery, make it through group communications, protect the security of its buildings and information technology: your data will be processed in the legitimate interest of the insurance company and of third parties;
- to perform the activities required by law, for example keeping documents related to the terms and conditions of insurance and claim; reply to requests by the authorities, for example the Carabinieri, or the insurance regulator (IVASS): your personal data will be processed for the purposes of legal or regulatory compliance.

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

#### How Europ Assistance Italia uses your personal data; who receives the data

Europ Assistance Italia, through its employees, contractors and external parties and providers,<sup>3</sup> will use the personal data obtained from yourself or from other people (for example from the policyholder, from your relatives or from the doctor providing treatment to you, from a travel companion or provider) on paper, using a computer or via the app.

For *insurance purposes*, Europ Assistance Italia may disclose your personal data, where necessary, to any public or private person operating in the insurance industry and to any other person performing technical, organisational or operational duties<sup>4</sup>.

Europ Assistance Italia may, depending on the activity that it is required to perform, use your personal data in Italy or internationally and may disclose it to persons based in countries which are not in the European Union, which may not be able to guarantee an adequate level of protection according to the standards of the European Commission. In such cases, your personal data will be transferred to persons outside of the European Union using the appropriate adequate guarantees, on the basis of the applicable law. You may obtain information, and if appropriate, a copy of the guarantees put in place for the transfer of your personal data outside the EU, by contacting the Data Protection Office.

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

#### For how long does Europ Assistance Italia keep your personal data?

Europ Assistance Italia will keep your personal data for the time necessary to complete the purposes indicated above, in accordance with the legal requirements or, failing that, in accordance with the time periods listed below.

- The personal data contained in the insurance policies, insurance treaties and coinsurance policies, claims and dispute files will be kept for 10 years from the last entry, in accordance with the provisions of the Italian civil code, or for a further 5 years in accordance with the revisions of the insurance regulations.
- The ordinary personal data collected at any time which is accompanied by consent or non-consent to business promotions and profiling will be kept without any expiry date, together with evidence of the changes made by you to the consent or withholding of consent over time. You may object at any time to such processing and you may request the erasure of your data if the contractual or legal conditions requiring its conservation no longer exist.
- The personal data collected as a result of the exercise of the rights of the data subjects will be kept for 10 years from the date of the last entry, in accordance with the provisions of the Italian civil code.
- The personal data of persons who have committed fraud or attempted to do so will be kept for longer than the 10-year period.

In general, the 10-year conservation period specified in Article 2220 of the civil code, or any other specific period provided for under the current laws, will apply to all matters not expressly specified herein.

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

With regard to the processing of your personal data you have the following rights: access, rectification, erasure, limitation, portability, revocation and objection. You may enforce these rights using the methods indicated in the paragraph below "How to enforce your data protection rights". You may submit a complaint to the Italian Data Protection Authority. More information is available at [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### How can you enforce your rights in respect of your personal data?

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request the rectification (updating or modification) or if possible the erasure or limitation of processing or to exercise the right of portability on the personal data processed by Europ Assistance Italia;
- to object to the processing of your personal data on the basis of the legitimate interests of the data controller or of a third-party unless the data controller or the third party can demonstrate the prevalence of its interests over yours, or where such processing is necessary in order to verify, exercise or defend the right of legal proceedings: to object to the processing of your personal data for the purposes of direct marketing

you may contact:

Data Protection Office - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
also via email: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Amendments and updates to the Data Protection Statement

In consideration of future changes to the applicable data protection laws, Europ Assistance Italia may amend or update all or part of this Statement. Any amendments, addition or update will be communicated to you in accordance with the applicable laws, and will also be published on the website [www.europassistance.it](http://www.europassistance.it), where you can also find more information about the data protection policies adopted by Europ Assistance Italia.

<sup>1</sup> The European General Data Protection Regulation EU 2016/679 (the GDPR) and primary and secondary Italian legislation.

<sup>2</sup> Europ Assistance Italia operates as the Data Controller in accordance with the GDPR.

<sup>3</sup> In accordance with the GDPR, these persons will be designated as Data Processors and/or persons authorised to process the data, or will operate as independent data controllers or joint data controllers, and will perform technical, organisational and operational duties. They include for example: agents, sub-agents, other agency staff, producers, insurance brokers, banks, asset management companies and other retail channels; insurers, reinsurers and reinsurers, pension funds, actuaries, approved lawyers and doctors, technical advisers, breakdown recovery services, loss adjusters, body shops, vehicle breakage yards, healthcare facilities, claims settlement firms and other approved service providers, companies in the Generali Group and other companies providing contract and service management, IT services, remote, financial, administration, archiving, document management, auditing and certification services, and companies specialising in market research and service quality surveys.

<sup>4</sup> To the policyholder, to other branches of Europ Assistance, companies in the Generali Group and to other persons for example insurance intermediaries (brokers, sub-agents and banks); coinsurance or reinsurance companies; lawyers, doctors, consultants and other professionals; providers such as body shops, breakdown recovery services, breakers' yards and health facilities, claims management firms and other companies providing services related to IT, telematics, financial, administration, archiving, mailing and profiling or customer surveys.

## GLOSSARY

### ANNEX A – GLOSSARY

**Insured Party:** natural person who has booked a room/unit with the Contracting Party and will stay there during the term of the Policy and purchases this policy from the Contracting Party or through a site with an Italian domain name. The name of the Insured Party, (whom we address as “you”) is stated in the Subscription Form.

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

**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.