

## "HOSPITALITY PROTECTION TOP"

Insurance Conditions relating to the Policy stipulated between



Europ Assistance Italia S.P.A.



Europ Assistance Italia SpA with registered office in Via del Mulino.4 20057 Assago (MI) Company authorised to provide insurance, with decree of the Ministry of Industry, Trade and Crafts no. 19569 of 2 June 1993 (Official Journal of 1 July 1993 no. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies at no. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali SpA (hereinafter for brevity – Europ Assistance)

And

the accommodation facility, whose data are reported on the Simplo (hereinafter for brevity – Contractor)

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

Edition 01.10.2024

## INSURANCE CONDITIONS MOD. 22386

### GENERAL INSURANCE CONDITIONS FOR THE INSURED

#### Art. 1. - OTHER INSURANCES

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

**If a Claim occurs, you must inform all insurance companies with which you are insured for the same Risk and, among these, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, art. 1910 of the Civil Code applies.**

Article 1910 of the Italian Civil Code aims to avoid the case in which the Insured, who has multiple insurance policies for the same Risk with different companies, receives a total sum greater than the damage suffered. For this reason, the Insured, in the event of a claim, must inform each company of all the insurance policies taken out with the others, for the same Risk.

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

The Insurance Conditions are governed by Italian law.

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

#### Art. 3. - STATUTE OF LIMITATIONS

**All your rights towards Europ Assistance expire within two years from the date of the Claim. In civil liability insurance, the two years begin from the day on which the injured party sues you for compensation or requests it without suing you. In this case, art. 2952 of the Civil Code applies.**

**In the event of a claim being opened, you are required to interrupt the limitation periods in writing.**

E.g.: if the Insured reports a Claim after the maximum term of two years established by the Civil Code, he/she will not be entitled to Compensation.

#### Art. 4. - PAYMENT CURRENCY

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

#### Art. 5. - PROFESSIONAL SECRECY

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

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

**When Europ Assistance provides you with the Guarantees, it may become aware of and use the personal data of other people. You must inform these people of the Information on data processing and obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent formula: "I have read the Information on data processing and I consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the subjects indicated in the information."**

### SECTION I – DESCRIPTION OF GUARANTEES



#### What is insured?

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

##### A) ASSISTANCE WARRANTY TRAVEL ASSISTANCE

**You can request the following services from Europ Assistance even in the event of Covid-19 epidemics/pandemics that directly affect your trip:**

- tea
- a family member travelling with you, provided they are insured,
- a travel companion, as long as he is insured.

##### • MEDICAL CONSULTATION

If you have an illness and/or injury while traveling, you can ask for a medical opinion by telephone.

Doctors use the information you give them to assess your health.

**This opinion is not a diagnosis.**

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

##### • SENDING A DOCTOR OR AN AMBULANCE TO ITALY

You can request this benefit only after having had a MEDICAL CONSULTATION. If you are in Italy and need a medical visit or an ambulance, the Organizational Structure sends a chosen and approved doctor to your home where you are staying during the trip.

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

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

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

- Monday to Friday, from 8pm to 8am,
- Saturdays, Sundays and public holidays, 24 hours a day.

##### • REPORTING A SPECIALIST MEDICAL DOCTOR ABROAD

You can request this benefit only after having had a MEDICAL CONSULTATION.

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

##### • HEALTH RETURN

You can request Health Repatriation when, after an accident and/or a sudden illness, the doctors from the Organizational Structure together with the doctors on site, decide that you can be transferred

- in an equipped healthcare facility in the place where you are, or
- in an equipped health facility in the place where you reside or
- to your residence.

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

Europ Assistance organizes and pays for your medical repatriation at the times and with the means most suitable to the situation.

The means of transport are:

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

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

You can request a transfer to the nearest place equipped for the Emergency Room or Health Care Institute, or a transfer to a Health Care Institute suitable for the treatment of your illness, when you are hospitalized in a local facility not suitable for the treatment of your pathology, the Organizational Structure will organize the transfer, with the means and in the times deemed most suitable by the doctors of the Organizational Structure after consulting them with the attending physician on site.

In this case Europ Assistance will pay the costs on your behalf up to a maximum of Euro 7,500.00.

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

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

**The final decision is in any case the one taken by the Organizational Structure. Europ Assistance only pays the costs of transporting the body.**

##### • RETURN WITH AN INSURED FAMILY MEMBER

When during the organization of the "Health Return" service, the doctors of the Organizational Structure do not deem the Insured Person's health care necessary during the trip, and an insured family member wishes to accompany you to the place of hospitalization or to your residence, the Organizational Structure will arrange for the family member to return with the same means of transport used for you. Europ Assistance may request any unused travel ticket for the family member's return. **Europ Assistance pays on your behalf only the cost of the ticket for the return of your family member.**

##### • RETURN OF OTHER INSURED PERSONS

You can request the return of other Insured Persons only following the "HEALTH RETURN"

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

Europ Assistance pays the cost of tickets up to a maximum amount of Euro 200.00 per insured person

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

#### • A FAMILY MEMBER'S TRIP

You can request that a family member joins you if during the trip, you are hospitalized in a healthcare institution for more than 7 days and you need their help. The Organizational Structure books a ticket to reach you, at your family member residing in Italy so that they can stay with you.

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

#### • ACCOMPANIMENT OF MINORS

You can request to accompany minors under 15 years of age who are traveling with you if you have an injury or illness or when for a reason beyond your control you are unable to take care of them.

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

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

#### • RETURN OF THE CONVALESCENT INSURED

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

The Organizational Structure books a ticket for you.

**Europ Assistance pays on your behalf only the costs of a first class train ticket or an economy class flight ticket.**

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

#### • EXTENSION OF STAY

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

**Europ Assistance pays the costs for the room/housing unit and breakfast for a maximum of 3 days following the date established for your return and up to a maximum total amount of Euro 40.00 per day per sick or injured insured person.**

#### • INFORMATION AND REPORTING OF CORRESPONDING MEDICINES ABROAD

**(the service is valid only for residents in Italy)**

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

#### • INTERPRETER AVAILABLE ABROAD

You can request an Interpreter if you are hospitalized in a healthcare facility abroad and have difficulty communicating with the doctors. Why you don't know the local language.

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

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

#### • ADVANCE OF ESSENTIAL EXPENSES

**(the service is valid only for residents in Italy)**

You can get an advance for essential expenses if you have had:

- an injury
- a disease,
- theft, robbery, bag snatching or failure to deliver baggage

and you have unexpected expenses that you can't pay. The Organizational Structure will advance invoices for you on site up to a maximum amount of Euro 5,000.00.

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

The Organizational Structure guarantees you the Advance of Basic Necessities if:

- the money transfer complies with the rules or regulations in Italy or the country you are in
- you demonstrate that you are able to repay the sum of money

#### Attention:

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

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

#### • EARLY RETURN

You can request to return home earlier than you had planned. This is due to the death or hospitalization with imminent danger of life of one of the following family members: spouse/common-law partner, son/daughter, brother, sister, parent, father-in-law, son-in-law, daughter-in-law

The date of death must appear on the death certificate issued by the registry office. **Europ Assistance pays for you a first class train ticket or an economy class plane ticket to allow you to reach the place where the burial will take place or where your family member is hospitalized.**

If you are travelling with a minor, the Organizational Structure will allow both of you to return provided that the minor is also insured.

If you are traveling with a vehicle and cannot use it to return early, the Organizational Structure will also provide you with a ticket so that you can later go and collect it.

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

#### • ADVANCE BAIL ABROAD

**(the service is valid only for residents in Italy)**

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

The Organizational Structure advances on your behalf, directly on site, the criminal bail up to a maximum total amount of Euro 15,000.00.

**In no event will Europ Assistance pay a sum greater than Euro 15,000.00.**

**The benefit will be operational when you can provide a financial guarantee.**

The Organizational Structure guarantees you the Advance of Criminal Bail if:

- the money transfer complies with the rules or regulations in Italy or the country you are in
- you demonstrate that you are able to repay the sum of money

#### Attention:

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

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

#### • LEGAL REPORTING ABROAD

You can ask for a lawyer to report you if you are abroad and you are arrested or at risk of being arrested.

The Organizational Structure will notify you of the lawyer based on the rules and local availability. This occurs in countries where Europ Assistance branches or correspondents are present.

**This is just a report and you will be responsible for the legal costs.**

#### • SEND URGENT MESSAGES

You can request the sending of messages when due to illness and/or injury, you are unable to send urgent messages to people residing in Italy, the Organizational Structure will take care of communicating the message to the recipient.

The Organizational Structure is not responsible for the messages transmitted.

### VEHICLE ASSISTANCE

#### • ROADSIDE ASSISTANCE

If during the trip, the vehicle you are travelling with stops due to a breakdown and/or accident, and is no longer in a condition to move, call the Organizational Structure. The Organizational Structure will send you a roadside assistance vehicle to where you stopped.

The tow truck takes care of transporting the vehicle from the place of immobilization:

- to the nearest Europ Assistance authorised service centre,
- to the nearest service point of the manufacturer or to the nearest mechanical workshop,
- at the point indicated by you as long as it is within 50 kilometres (round trip) from the point of stop.

Europ Assistance pays for you the costs of roadside assistance up to the destinations listed above and within the expected mileage, per accident.

**Attention! A flat tire and incorrect refueling are not considered a breakdown and/or accident.**

#### • DEPANNAGE

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

- due to battery drain or failure to start in general
- if you have lost your keys or they are broken
- for a tire puncture,

you must call the Organizational Structure.

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

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

### ASSISTANCE TO FAMILY MEMBERS LEFT AT HOME

#### • MEDICAL CONSULTATION

When one of your family members, who has remained at home in Italy, has become ill or injured, and needs to assess his or her health status, he or she can call the doctors of the Organizational Structure and request a telephone consultation.

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

**This opinion is not a diagnosis.**

#### • SENDING A DOCTOR OR AN AMBULANCE TO ITALY

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

If a family member in Italy needs a medical visit or an ambulance, the Organizational Structure sends a selected and approved doctor to his/her home.

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

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

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

- Monday to Friday, from 8pm to 8am,
- Saturdays, Sundays and public holidays, 24 hours a day.

#### B) MEDICAL EXPENSES GUARANTEE

Europ Assistance pays for you (if there are the technical-practical conditions to proceed) or reimburses you for urgent and non-postponable medical/pharmaceutical/hospital expenses that you incur at the location of the accident, during the period of your Trip, in the following cases:

- if you are struck by a sudden illness or injury;
- if you test positive for Covid-19, confirmed by clinical examinations.

**The maximum amounts per Insured and per period of duration of insurance coverage are as follows:**

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

**Euro 5,000.00 if you are a resident abroad for stays in Italy.**

Europ Assistance pays for you or reimburses you for medical/pharmaceutical/hospital expenses:

- if you have been hospitalized until your discharge from the healthcare facility or until Europ Assistance doctors believe you can return to your residence;
- if you have not been hospitalized, only those that you have made during the duration of the insurance coverage and that the Organizational Structure has authorized you.

**Within the maximum amount indicated above, Europ Assistance pays you:**

- hospitalisation fees in a medical institution prescribed by the doctor up to the amount of Euro 250.00 per day per Insured.
- the costs of urgent and non-postponable dental care required following an accident that occurred while travelling, with a limit of Euro 250.00 per Insured;
- only in the event of an accident, the costs of prosthesis repairs up to a limit of Euro 250.00 per Insured
- search and rescue costs, up to Euro 500.00 per accident in Italy, the Republic of San Marino, the Vatican City State and Euro 2,500.00 for accidents occurring abroad;
- only in case of injury the costs of treatment you receive when you return to your residence, within 45 days of the accident and up to a maximum of Euro 500.00.

**Attention!**

**For This guarantee is subject to a deductible. See the article "Limitations of Guarantees" in Section II**

**C) HOSPITALISATION COMPENSATION GUARANTEE**

If within 10 days of returning from the Trip, you have been hospitalized for at least 5 consecutive days due to COVID-19, Europ Assistance will pay you Compensation of Euro 1,000.00 per Claim.

**The Guarantee is valid for only one event during the validity period of the insurance coverage.**

**D) LUGGAGE GUARANTEE**

**1. BAGGAGE AND PERSONAL EFFECTS**

Europ Assistance compensates you for material and direct damage caused to your baggage by:

- theft
- loss by the air carrier.

**Europ Assistance will indemnify you up to a maximum of Euro 750.00 per claim and for the duration of the policy, with a limit of Euro 100.00 per single object that constitutes your baggage, including bags, suitcases and backpacks. Europ Assistance considers bags, suitcases and backpacks as a single object.**

**Europ Assistance compensates you, per claim and for the duration of the policy:**

- **up to 50% of the maximum indicated above, For:**
  - photo-cinematographic equipment and photosensitive material, radios, televisions, tape recorders, any other electronic equipment, musical instruments, personal defense and/or hunting weapons, diving equipment, eyeglasses or sunglasses.
- **The photo-cineo optical kits (camera, video camera, binoculars, flash, lenses, batteries, bags, etc.) are considered a single item.**
- **up to 30% of the maximum indicated above For:**
  - cosmetics, medicines, sanitary items;
  - jewellery, precious stones, pearls, watches, gold/silver/platinum objects, furs and other precious objects as long as they are worn.

**In addition to the maximum, in the event of theft, Europ Assistance will reimburse you up to Euro 50.00 for the costs of remaking your identity card, passport and driving licence.**

**Attention!**

**This guarantee includes a Deductible. See the "Limitations of Guarantees" article in Section II.**

**2. DELAYED DELIVERY OF BAGGAGE**

You can claim the Delayed Baggage Guarantee if the airline delivers your baggage more than 12 hours late on confirmed flights.

Europ Assistance reimburses you for unexpected expenses that you have to make to buy personal hygiene items and/or clothing that are necessary. This up to a maximum of Euro 250.00 and only for delays in delivery to the destination airport of the outward journey.

**The maximum amounts are per Insured, per claim and per duration of the Policy.**

**E) TRAVEL CANCELLATION GUARANTEE**

You can request this guarantee when you have to cancel or modify the booked Trip, for objectively documentable, unforeseeable causes or events that are not known to you at the time of confirmation of the trip and that prevent you from participating in the trip, which affect:

- directly to you and/or your family members.

Furthermore, you can request this guarantee when you have to cancel or modify the Trip, following a positive Covid-19 test confirmed by reports with positive results which has affected:

- directly to you and/or your family members living with you;
- directly to your travel companion.

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

- to you
- and, provided they are insured and registered on the same practice:
- to your family members;
- to one of your travel companions.

If there are multiple insured persons registered for the same travel policy together and at the same time, and none of them belong to your family unit, you will have to indicate only one person as the "travel companion".

Europ Assistance will fully refund the penalty charged for cancellation or modification of the Trip up to the maximum amount of **Euro 5,000.00 for the entire booked stay. The pro-quota will not be refunded.**

**Europ Assistance does not reimburse management costs (e.g. registration fee and club cards) and insurance fees.**

**Attention!**

**This guarantee includes a Deductible. See the "Limitations of Guarantees" article in Section II.**

**The Deductible is not applied:**

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

**F) TRAVEL FEE REFUND GUARANTEE**

If you, your family members travelling with you or your travel companion during the Trip are forced to interrupt your stay in the event of:

- hospitalization due to Covid-19 epidemic/pandemic;
- forced quarantine due to Covid-19;
- ordinances/regulations imposed by the control bodies of your country of origin require you to return to your residence early;

Europ Assistance will reimburse the cost of the unused stay for the days remaining until its completion starting from the day of interruption.

**G) GUARANTEE EXTENSION OF STAY**

If you and/or one of the people occupying the same room/housing unit as you test positive for COVID-19 during your stay at the Accommodation Facility, Europ Assistance will reimburse you for the costs of extending your stay on site (food and lodging) up to a maximum of Euro 100.00 per day for a maximum of 15 days, per Insured Person and with a limit of Euro 250.00 per day per room/housing unit during the duration of the Guarantee.

In the case of a family unit with minor children, the entire family unit is considered covered as long as they are insured.

**H) LATE ARRIVAL MONEY BACK GUARANTEE**

Europ Assistance will reimburse you and, provided they are insured and travelling with you, the members of your family or one of your travel companions, the cost of the first night lost at the booked accommodation facility, 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 one of the following reasons:

- breakdown/accident to the Vehicle you are using to travel to the Accommodation Facility;
- natural events that prevent you from taking the first means of transport planned to reach the accommodation facility (e.g. ferry, plane, train).



**Where do the guarantees apply?**

**Art. 8. - TERRITORIAL EXTENSION**

Indicate the countries where the accident occurs for which you can request the guarantees and in which you are staying, with the exception of what is indicated below and what is reported in the Art. "International Sanctions".

VEHICLE ASSISTANCE SERVICES are provided in:

Italy, Republic of San Marino and Vatican City, Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Denmark mainland, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and Northern Ireland, Hungary, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Morocco, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal mainland, Romania, Serbia, Slovakia, Slovenia, Spain mainland and Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom.

HOME CARE SERVICES FOR FAMILY MEMBERS are provided in: Italy, the Republic of San Marino and the Vatican City.

**Attention!**

**The guarantees are not valid in the countries listed in Art. "Exclusions".**



**When does coverage begin and when does it end?**

**Art. 9. - EFFECTIVE DATE AND DURATION**

The guarantees, except as specified below, start from the date of the start of the trip and will be valid until the end of the same. The start of the Trip means the moment of check-in at the Accommodation Facility and the end of the Trip means the moment of check-out from the Accommodation Facility.

**The maximum duration of coverage during the validity period of the guarantees is 30 consecutive days.**

Travel Cancellation Expense Guarantee runs from the date of booking of the Trip and lasts until the date of commencement of the Trip. The commencement of the Trip means the moment of check-in at the Accommodation Facility.

Vehicle Assistance Services will run from 48 hours before the Check-in time and will expire at the Check-in itself, at the booked accommodation facility. Subsequently, it will run from the Check-out date, until the return to your residence and in any case within 48 hours.

Hospitalization Compensation Guarantee It starts from the end date of the Trip and ends within 10 days.

The Extended Stay Guarantee It starts from the start date of the trip and ends within 15 days of the end of the trip.



## SECTION II – EXCLUSIONS AND LIMITATIONS OF WARRANTIES



### What is not insured?

#### Art. 10. - EXCLUSIONS

##### • GENERAL EXCLUSIONS THAT APPLY TO ALL WARRANTIES

All guarantees exclude damages caused by:

- fraud or gross negligence;
- from floods, inundations, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters, phenomena of transmutation of the atomic nucleus, radiation caused by the artificial acceleration of atomic particles (except as indicated in the individual guarantees);
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- epidemics or pandemics as declared by the World Health Organization with the exception of Covid-19;
- indirect consequences of the Covid 19 epidemic/pandemic.
- everything not indicated in the art. "Object of the Insurance" for the individual services/guarantees.

The following cases are also excluded:

- failure to comply with ordinances/regulations imposed by the control bodies/host countries or countries of origin;
- the consequences due to or attributable to quarantines or restrictive measures on freedom of movement decided by the competent authorities which isolate the Municipality/larger territorial areas in which the accommodation facility in which you are staying is located.

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

#### EXCLUDED COUNTRIES

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

##### • EXCLUSIONS RELATING TO INDIVIDUAL GUARANTEES

The ASSISTANCE GUARANTEE also excludes claims due to:

- car, motorcycle or motorboat races and related tests and training;
- mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- diseases caused by pregnancy beyond the 26th week of gestation and by the puerperium;
- illnesses which are the expression or direct consequence of chronic or pre-existing pathological situations at the beginning of the journey;
- organ removal and/or transplant;
- abuse of alcohol or psychotropic drugs;
- illnesses/injuries resulting from the HIV virus;
- use of narcotics and hallucinogens;
- not authorised to drive the vehicle in accordance with the provisions of the law in force;
- attempted suicide or suicide;
- air sports in general, driving and use of hang gliders and other types of ultralight air vehicles, parachuting, paragliding and similar, sled riding, bobsleighing, freestyle skiing, ski or water ski jumping, mountaineering with rock climbing or access to glaciers, free climbing, kite surfing, scuba diving, sports involving the use of motor vehicles and boats, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, speleology, acts of recklessness, injuries suffered as a result of sporting activities carried out on a professional basis, in any case not amateur (including competitions, trials and training);

IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY TO INDIVIDUAL SERVICES:

##### • HEALTH RETURN

The following are excluded:

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

In the event of death, the following are excluded:

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

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

Return to your residence is excluded if you are not a resident of Europe and your trip is to a non-European country.

##### • RESCUEROAD

I am excluded:

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

NotA puncture or incorrect refueling is considered a breakdown and/or accident.

##### • DEPANNAGE

I am excluded:

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

For MEDICAL EXPENSES GUARANTEE Furthermore, claims due to the following are excluded:

- mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
  - diseases caused by pregnancy beyond the 26th week of gestation and by the puerperium;
  - illnesses which are the expression or direct consequence of chronic or pre-existing pathological situations at the beginning of the journey;
  - accidents resulting from the performance of the following activities: mountaineering with rock climbing or access to glaciers, ski or water ski jumps, driving and use of sleds, air sports in general, driving and use of hang gliders and other types of ultra-light air vehicles, paragliders and similar, kite surfing, acts of recklessness as well as all accidents suffered as a consequence of sporting activities carried out on a professional basis but not on an amateur basis (including competitions, trials and training);
  - organ removal and/or transplant;
  - car, motorcycle or motorboat races and related tests and training;
  - gross negligence;
  - abuse of alcohol or psychotropic drugs;
  - illnesses/injuries resulting from the HIV virus;
  - use of narcotics and hallucinogens;
  - attempted suicide or suicide.
  - medical expenses related to health checks for Covid-19 imposed by the country/region/territorial area of destination upon arrival;
- Furthermore, Europ Assistance does not pay you:
- all expenses incurred if you have not reported to Europ Assistance, directly or through third parties, the hospitalisation or emergency room service, expenses for the treatment or elimination of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments,
  - dental care expenses following sudden illness,
  - expenses for the purchase and repair of glasses, contact lenses,
  - expenses for orthopedic and/or prosthetic devices following sudden illness,
  - check-ups in Italy for situations resulting from illnesses that began while travelling,
  - transportation and/or transfer costs to the health facility and/or your accommodation location.

For the LUGGAGE GUARANTEE the following is not insured:

- in the event of burglary, pickpocketing, robbery, fire, damage, or loss of baggage;
  - the baggage delivered and stored by the accommodation facility;
  - theft in the room/housing unit when the keys have been handed over to the accommodation facility;
  - damage caused to sports equipment during its use;
- Furthermore, the following are not insured:
- cell phones, MP3 players, personal computers, tablets;
  - money, cheques, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, samples, catalogues, goods, documents other than identity cards, passports and driving licences;
  - helmet, professional equipment;
  - goods other than clothing, which have been delivered, even together with the clothing, to a transport company, including the air carrier.

The following are excluded from the "LATE DELIVERY OF BAGGAGE" guarantee:

- the case of delayed delivery of baggage which occurred at the airport of the city of departure at the beginning of the journey;
- all expenses you incur after receiving your baggage.

For the TRAVEL CANCELLATION GUARANTEE you are not insured if the cancellation cases depend on or are caused by:

- theft, robbery, loss of identification and/or travel documents;

- b. mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- c. state of pregnancy or pathological situations resulting from it in cases where conception occurred before the date of registration for the trip;
- d. injury, illness or death occurring before travel is confirmed;
- e. consequences and/or complications of injuries that occurred prior to travel confirmation;
- f. bankruptcy of the Carrier, the Agency or the Accommodation Facility;
- g. cancellation by the accommodation facility;
- h. failure to send the communication (referred to in art. "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") by you by the start date of the Trip, except in cases of cancellation caused by the death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Emergency Room) of a family member.

Also excluded are:

- deposits and/or advances not justified by tax documents of penalty.

For the TRAVEL FEE REFUND GUARANTEE Furthermore, claims due to the following are excluded:

- a. bankruptcy of the Carrier, the Agency or the Accommodation Facility;
- b. cancellation by the accommodation facility.

For the EXTENSION OF STAY GUARANTEE Furthermore, claims due to the following are excluded:

- a. the voluntary extension of the trip by the insured for personal reasons;

The DELAYED ARRIVAL GUARANTEE also excludes:

- to. Carrier bankruptcy or strikes.



Are there any coverage limits?

#### Art. 11. - SANCTIONS INTERNATIONAL

Europ Assistance Italia SpA is not required to provide insurance coverage and is not required to pay the Indemnity and/or Compensation or to recognize any benefit provided for by these Insurance Conditions if the provision of such coverage, the payment of such Compensation or the recognition of such benefit exposes Europ Assistance Italia SpA to sanctions, prohibitions or restrictions provided for by United Nations resolutions or to commercial, economic sanctions or revocation measures determined by laws or regulations of the European Union or the USA. This clause shall prevail over any contrary clause that may be contained in these Insurance Conditions.

At the following link you will find the updated list of countries subject to sanctions

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

Insurance coverage is not available in the following countries: Syria, North Korea, Iran, Belarus, Russia and in the following regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

#### Attention!

If you are a "United States Person" and you are in Cuba or Venezuela, in order to receive the assistance, Compensation/Refunds provided for in the Policy you must demonstrate to Europ Assistance Italia SpA that you are in Cuba or Venezuela in compliance with US laws.

Without authorization for your stay in Cuba or Venezuela, Europ Assistance Italia SpA cannot provide assistance and recognize compensation/refunds.

#### Art. 12. - LIMITATIONS OF WARRANTIES

##### • TRAVEL RESTRICTIONS

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

##### A) ASSISTANCE WARRANTY

##### • INTERVENTION LIMITS

Europ Assistance does not provide you with Services in those countries that are in a state of declared or actual belligerence, including those whose belligerence has been made public. The countries indicated on the website are considered such. <https://www.europassistance.it/paesi-in-stato-di-belligeranza> with a danger level equal to or greater than 4.0. Europ Assistance cannot provide you with assistance services in countries where local or international authorities do not allow you to intervene on site even if there is no risk of war.

##### • LIMITATION OF LIABILITY

Europ Assistance will not be liable for damages:

- caused by the intervention of the Authorities of the country in which the assistance is provided,
- resulting from any other fortuitous and unforeseeable circumstance.

Yes, precisely furthermore that the operation of the services is in any case subject to the limitations and provisions imposed by the government, local and health authorities.

##### • LIMITS ON THE DELIVERY OF SERVICES

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

##### B) MEDICAL EXPENSES REIMBURSEMENT GUARANTEE

##### • FRANCHISE

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

##### D LUGGAGE GUARANTEE

##### • DISCOVERED

Europ Assistance applies a 50% deductible if the entire vehicle in which you have placed your luggage is stolen.

##### E) TRAVEL CANCELLATION GUARANTEE

##### • FORM OF INSURANCE

There This policy's coverage is valid if it covers the entire cost of your trip.

If the Policy covers only a part of the value of the trip, Europ Assistance will reimburse you the penalty in proportion to the value of the insured trip. (Art. 1907 CC proportional rule).

##### • DISCOVERY

The guarantee includes the following deductibles:

- 1) of 15%, in the event of cancellation and/or modification of the trip for reasons other than hospitalization or death.
- 2) of 25% in the presence of stays whose regulations provide for a penalty equal to 100% starting from the 30th day before the departure date.

##### Example of deductible:

if the agreed deductible is equal to a fixed sum of Euro 50.00:

expenses less than Euro 50.00 will not be compensated/reimbursed  
expenses exceeding Euro 50.00 will be reimbursed with a deduction of Euro 50.00 (within the limits of the maximum amounts provided).

Specialist visit Euro 150.00

Deductible Euro 50.00

Refund Euro 100.00

##### Example of overdraft:

Estimated damage amount Euro 100.00

15% overdraft Euro 15.00

damages compensable/refundable within the limits of the maximum Euro 85.00 (Euro 100.00 – Euro 15.00)

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



What obligations do you have and what obligations does the company have?

#### Art. 13. - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM FOR ALL WARRANTIES OTHER THAN ASSISTANCE

You will need to report the accident in the following ways:

- by accessing the portal <https://sinistronline.europassistance.it> or to the site [www.europassistance.it](https://www.europassistance.it) to the CLAIMS section. You must follow the instructions or
- by writing a registered letter with return receipt to Europ Assistance - Claims Settlement Office (indicating the guarantee for which you are reporting the claim) – Via Del Mulino 4, 20057 Assago (MI).

You must provide the following data/documents:

- your name, surname and address
- your phone number;
- The Europ Assistance card number + case number;
- the circumstances of the incident;
- the date of the accident;
- place where you or the person(s) who caused the accident can be found.

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

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

##### A) ASSISTANCE WARRANTY

In the event of a Claim, you must immediately call the Organizational Structure at the numbers, valid for calls from Italy:

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

or

**800.93.66.21 valid for calls from Italy**

If you cannot call the Organizational Structure immediately because you are not able to do so, you must call as soon as possible and in any case always before taking any personal initiative.

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

In this case, Article 1915 of the Civil Code applies.

##### B) MEDICAL EXPENSES GUARANTEE

In case of an accident, you must call immediately the Organizational Structure at the valid numbers for calling from Italy:

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

or

**800.93.66.21 valid for calls from Italy**

You have to do a report no later than sixty days after you had the accident and send the following data/documents:

- the Emergency Room certificate written at the scene of the accident indicating the pathology suffered or the medical diagnosis certifying the type of injury suffered and how it happened;
- therecertified copy of the original medical record, if you have been hospitalized;
- original invoices, receipts or tax receipts for expenses incurred, complete with the tax data (VAT number or tax code) of the issuers and holders of the receipts themselves;
- premedical prescription for the purchase of medicines with the original receipts of the medicines purchased;
- Covid-19 positive test report.

#### C) HOSPITALISATION COMPENSATION GUARANTEE

You have to do a report it within 3 days of having the accident and send the following data/documents:

- document certifying the reservation of the room/housing unit at the accommodation facility from which the date of stay is evident;
- copy of the discharge certificate stating the cause of hospitalization, its duration and any days of convalescence.

#### D) LUGGAGE GUARANTEE

##### WHAT SHOULD YOU DO IN CASE OF PROBLEMS WITH YOUR LUGGAGE?

You must remember to

- in the event of theft, immediately report the incident to the competent authorities in the place where the accident occurred and keep an authenticated copy for Europ Assistance;
- in case of carrier liability, file a complaint according to the procedures indicated by the carrier itself at the time of the accident and send a written complaint to the air carrier responsible for the damage;
- within 60 days of the occurrence of the accident, send a report of the accident to Europ Assistance by accessing the portal <https://sinistronline.europassistance.it> or with the methods listed above.

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

You have to do thereport the accident within sixty days of when you suffered it. send the following data/documents:

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

- the extremes of the stay;
- certified copy of the report with the stamp of the Police Authority of the place where the incident occurred;
- the circumstances of the incident;
- the list of lost or stolen items, their value and date of purchase;
- the names of the Insured who suffered the damage;
- copy of the complaint letter submitted to the responsible air carrier;
- supporting documents for expenses incurred for re-producing documents, if incurred;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Fiscal Code) of the issuers and holders of the receipts themselves, proving the value of the damaged or stolen goods and their date of purchase;
- repair invoice or declaration of irreparability of the damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the sector.

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

- a declaration from the airport management company or the carrier certifying that the baggage was delivered late by more than 12 hours and the time of delivery;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves, proving the value of the goods purchased;
- copy of the complaint letter sent to the carrier with the request for compensation and the response letter from the carrier itself.

#### E) TRAVEL CANCELLATION GUARANTEE

In the event of an Accident, you must notify the Accommodation Facility of the formal cancellation or modification to the Trip and you must make a report within and no later than 3 days from when the cause of the cancellation occurred and in any case by the start date of the Trip if the 3-day deadline falls after the start date of the Trip. If the cancellation of the trip is due to illness and/or injury, you must also report:

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

Within 15 days of the above notification, you must send the following documents to Europ Assistance Italia SpA:

- copy of the Europ Assistance card;
- documentation objectively proving the reason for the waiver/modification, in original;
- documentation certifying the relationship between you and any other person who caused the renunciation;
- in case of illness or injury, medical certificate attesting the date of the injury or onset of the illness, the specific diagnosis and the days of prognosis;
- in case of hospitalization, a certified copy of the original medical record;
- in case of death, the death certificate;
- receipts (deposit, balance, penalty) of payment for the booked trip;
- document certifying the confirmation of the booked Trip, issued by the Contractor;
- invoice relating to the penalty charged issued by the Contractor;

In case of cancellation due to Covid-19 positivity:

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

#### F) TRAVEL FEE MONEY BACK GUARANTEE

You have to do a report it no later than sixty days after you had the accident.

You must submit the following documentation:

- document certifying the reservation of the room/housing unit at the accommodation facility from which the date of the stay, the number of people occupying the room/housing unit and their names can be seen;
- hospitalization certificate,
- medical certificate attesting to the mandatory quarantine;
- documentation certifying the obligation to return to the country of origin;

#### G) EXTENSION OF STAY GUARANTEE

You have to do a report it within 10 days of having the accident and send the following data/documents:

- document certifying the reservation of the room/housing unit at the accommodation facility from which the date of the stay, the number of people occupying the room/housing unit and their names can be seen;
- document certifying that you and/or one of the people occupying the same room/housing unit as you have tested positive for COVID-19;
- copy of the payment receipt relating to the extension of the stay, showing the number of days of extension with the relevant date and the names of the persons occupying the room/housing unit.

#### H) GUARANTEE LATE ARRIVAL

You have to do a report it within 10 days of having the accident and send the following data/documents:

- document certifying the reservation of the room/housing unit at the accommodation facility from which the date of stay is evident;
- documentation certifying the breakdown/accident to the Vehicle.

#### For claims management of all guarantees:

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

**You are obligated to give them to him.**

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

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

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

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

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

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

#### Art. 14. - CRITERIA FOR THE EVALUATION AND LIQUIDATION OF DAMAGES

##### • PAYMENT OF COMPENSATION (Valid for all Warranties except Assistance)

Europ Assistance, after receiving the necessary documentation from you, after having verified the operation of the Guarantee and after having carried out the necessary checks, establishes the Compensation/Daily Allowance/refund that is due to you and communicates it to you.

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

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

#### D) LUGGAGE GUARANTEE

##### • CRITERIA

**If the air carrier is responsible for the damage to your baggage, Europ Assistance will pay you, up to the maximum amount set out in the Policy, integrating the part already reimbursed by the air carrier.**

**In the case of items purchased no more than three months before the occurrence of the accident, the refund will be made based on the purchase value, if proven by the relevant documentation. In the case of items purchased more than three months before the occurrence of the accident, the degradation of use of the same will be taken into account.**

**In no case will so-called emotional values be taken into account.**

#### F) TRAVEL FEE MONEY BACK GUARANTEE

##### • CRITERIA

**Europ Assistance will reimburse you for the cost of the days missing to complete the Trip, dividing the total cost declared/paid for the services on the ground, by the days of duration of the Trip. The registration fee remains your responsibility.**

**Europ Assistance will reimburse you for the days not enjoyed starting from:**

- day of hospitalization due to Covid-19 epidemic/pandemic;
- day of forced Covid-19 quarantine;
- early return day imposed by the control bodies of your country of origin.

#### GLOSSARY

**House:** habitual residence and/or registered residence of the Insured.



**Insured:** the natural person, customer of the Policyholder who has booked a room/housing unit with the Policyholder and stays there during the validity period of the Policy (whom we address on a first-name basis).

**Luggage:** the suitcase, bag and backpack that you take with you on your travels and what they contain.

**Insurance Conditions:** clauses of the Policy containing: General Insurance Conditions for the Insured, the description of the Guarantees, the excluded risks and the limitations of the Guarantees, and the obligations of the insured and of Europ Assistance.

**Contractor:** the accommodation facility, with registered office in Italy, the Republic of San Marino, the Vatican City State, whose data are reported on the Policy Simple, which subscribes to the Policy on behalf of its Customers and assumes the related costs.

**Travel companion:** the person traveling with you and is insured under this policy.

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

**Convalescence:** the period of time following hospitalization during which the Insured is forced to rest completely so as not to compromise clinical recovery and prescribed by the hospital doctors who treated the Insured.

**Daily allowance:** pre-established daily compensation.

**Europ Assistance:** The insurance company, that is Europ Assistance Italia SpA in Via del Mulino, 4 20057 Assago (MI), authorised by the decree of the Ministry of Industry, Trade and Crafts No. 19569 of 2 June 1993 (Official Journal of 1 July 1993 No. 152) and registered in section I of the Register of Insurance and Reinsurance Companies at no. 1.00108. Europ Assistance is a company of the Generali Group, registered in the Register of Insurance Groups, managed and coordinated by Assicurazioni Generali SpA

**Natural events:** atmospheric events (e.g. rain, hail, wind) whose violence can be found on multiple bodies or of exceptional magnitude and all those events defined as natural disasters such as floods, inundations, volcanic eruptions, avalanches, landslides, tidal waves.

**Family:** the spouse, the common-law partner, the children, parents, brothers/sisters, son-in-law/daughter-in-law, grandparents, grandchildren, parents-in-law, brother-in-law/sister-in-law and any other persons who live with the insured person provided that they are registered in a valid registry office.

**Franchise:** is the amount that remains your responsibility at the time of settlement of the claim.

**Warranty:** insurance that is different from assistance insurance and for which, in the event of an accident, Europ Assistance recognises compensation.

**Broken down:** the damage suffered by the vehicle due to wear, defect, breakage, failure of its parts to function such as to make it impossible for you to use it under normal conditions.

**Compensation/Reimbursement:** the amount that Europ Assistance pays you in the event of a claim.

**Injury:** the event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is objectively verifiable physical injuries that cause death, permanent disability or temporary incapacity.

**Institute of Treatment:** the public hospital, clinic or nursing home, whether contracted with the National Health Service or private, regularly authorised to provide hospital care. Spas, convalescent and residential homes, and clinics with dietetic and aesthetic purposes are not considered health care institutions.

**Illness:** any alteration in the state of health not dependent on injury.

**Chronic disease:** the illness which has led, in the last 12 months, to diagnostic investigations, hospital admissions or treatments/therapies.

**Sudden illness:** acute onset illness that you were unaware of prior to the start of your Trip.

**Pre-existing disease:** illness which is the expression or direct consequence of pathological situations which occurred before the start of the Policy.

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

**Policy:** the insurance contract between Europ Assistance and the Contractor, stipulated in favor of the Contractor's customers and having as its object the Guarantees described in the Insurance Conditions. The Policy is composed of the General Insurance Conditions for the Contractor and the Insurance Conditions.

**Award:** the amount owed to Europ Assistance.

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

**Residence:** the place where you live as shown on your registry certificate.

**Hospitalization:** staying in a healthcare facility for at least one night. **For the purposes of calculating days of hospitalization**, it is agreed that the day of entry and the day of exit from the Healthcare Institution are considered a single day, regardless of the time of admission and discharge.

**Risk:** the probability that the accident will occur.

**Left:** the occurrence of the damaging event for which the insurance benefit/guarantee is recognized.

**Discovery:** the part of the amount of the damage, which is declared as a percentage and which remains obligatorily your responsibility with a minimum expressed in absolute value.

**Medical/Pharmaceutical/Hospital Expenses:** are to be understood as surgical expenses (fees of the surgeon, assistant, anesthetist, operating room fees and surgical materials) and health expenses (hospitalization fees, specialist medical consultations, medicines, tests and diagnostic tests). Hospitalization fees indicate the cost of a day of hospitalization in a health care institution. The cost also includes medical/nursing assistance.

**Organizational Structure:** the structure of Europ Assistance Italia SpA - P.zza Trento, 8 - 20135 Milan, made up of managers, personnel (doctors, technicians, operators), equipment and devices (centralized and otherwise) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured, and the organization and provision of the assistance services provided for in the Insurance Conditions.

**Accommodation facility:** the Hotel, the Pension, the B&B, the Farmhouse, the Hotel Masseria that gives a tourist the possibility of finding accommodation for the night with or without the provision of assistance and/or services and that has a penalty regulation in the event of cancellation of the stay.

**Vehicle:** pursuant to articles 47 and following of the New Highway Code, a vehicle is defined as one for personal use with a total weight when fully loaded of up to 3.5 tonnes with an Italian license plate and in particular:

- car
- trailers (trailer trailer; caravan) towed by cars;
- camper vans and motorhomes that require a B driving licence;
- motorcycle.

**Vector:** plane, tour bus, train, ship.

**Voyage:** the stay booked at the accommodation facility defined above.

## HOW TO REQUEST ASSISTANCE

To receive Assistance services, you can call the Europ Assistance Organizational Structure which is open 24 hours a day. The Organizational Structure will give you all the information to intervene or will indicate the most suitable procedures to resolve any type of problem in the best way, as well as authorizing any expenses.

**IMPORTANT: do not take any initiative without first having called the Organizational Structure by telephone on the following numbers:**

**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 intervention required;
- name and surname;
- address of the place where you are located;
- telephone number.

If you cannot call the Organizational Structure, you can send: a fax to the number 02.58477201

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

#### COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be sent in writing to: Europ Assistance Italia SpA – Complaints Office – Via Del Mulino, 4 20057 Assago (MI); fax: 02.58.47.71.28 – certified email: [complaints@pec.europassistance.it](mailto:complaints@pec.europassistance.it) - e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it). If you are not satisfied with the outcome of your complaint or if you do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Consumer Protection Service - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the complaint documentation relating to the complaint handled by Europ Assistance. In these cases and for complaints regarding compliance with sector regulations to be submitted directly to IVASS, you must indicate in the complaint:

- name, surname and address of the complainant, with telephone number if applicable;
- identification of the subject or subjects whose actions are being complained about;
- brief and exhaustive description of the reason for the complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the latter;
- any document useful for describing the relevant circumstances more fully.

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

Before involving the judicial authorities, you can turn to alternative dispute resolution systems provided for by law or convention.

- **Mediation:** by contacting a Mediation Body among those present in the list of the Ministry of Justice, which can be consulted on the website [www.giustizia.it](http://www.giustizia.it) (Law 9/8/2013 n. 98);

- **Assisted negotiation:** by request of your lawyer to Europ Assistance Italia SpA

**Insurance disputes regarding the determination and estimation of damages under insurance policies against the risk of damage (where provided for by the Insurance Conditions).**

In the event of disputes relating to the determination and estimation of damages, it is necessary to resort to the contractual appraisal where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual appraisal or arbitration must be addressed to: Claims Settlement Office – Via del Mulino, 4 Assago (MI), by registered mail with return receipt or certified email: to the address [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the disputes are in the context of damage risk policies for which the contractual appraisal has already been carried out or which are not related to the determination and estimate of damages, the law provides for mandatory mediation, which constitutes a condition of admissibility, with the option of resorting to assisted negotiation beforehand.

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

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

If the disputes are in the context of accident or health insurance policies for which arbitration has already been carried out or which do not concern medical issues, the law provides for mandatory mediation, which constitutes a condition of admissibility, with the option of resorting to assisted negotiation beforehand.

The right to appeal to the Judicial Authority remains intact.

To resolve cross-border disputes you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the website [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

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

Sede sociale, Direzione e Uffici: Via del Mulino, 4 - 20057 Assago (MI) - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01333550323 - Reg. Imp. Milano e C.F.: 80039790151  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.00108 - Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

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





## PRIVACY POLICY

### WHAT ARE PERSONAL DATA AND HOW ARE THEY USED BY EUROP ASSISTANCE ITALIA SPA

Information on data processing for insurance purposes  
(pursuant to articles 13 and 14 of the European Regulation on the protection of personal data)

Personal Data is information that relates to a person and allows them to be recognized among other people. Personal Data includes, for example, the name and surname, identity card or passport number, information relating to health, such as illness or injury, information relating to crimes and criminal convictions. There are rules<sup>1</sup> that protect Personal Data to protect them from incorrect use. Europ Assistance Italia, as Data Controller, respects these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

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

#### Why Europ Assistance Italia uses your personal data and what happens if you do not provide them or do not authorize their use

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and GUARANTEES, including those relating to your health status or relating to crimes and criminal convictions, for the following insurance purposes:

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

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

#### How Europ Assistance Italia uses your personal data and to whom it communicates them

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies<sup>3</sup>, uses the Personal Data it has obtained from you or other people (such as, for example, the policyholder, a relative or the doctor who treated you, a travel companion or a supplier) both on paper and with the computer or app.

For insurance purposes, Europ Assistance Italia may communicate your personal data, if necessary, to private and public entities operating in the insurance sector who are involved in the management of existing relationships with you or to other entities that carry out technical, organizational, operational tasks.<sup>4</sup>

Europ Assistance Italia, based on the activity it must carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in States that are outside the European Union and that may not guarantee an adequate level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the appropriate and adequate guarantees based on the applicable law. You have the right to obtain information relating to 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 accessible to the public.

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

Europ Assistance Italia retains your Personal Data for the entire time necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, based on the times reported 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 pursuant to the provisions of the Civil Code or for a further 5 years pursuant to the insurance regulatory provisions.
- Common personal data collected on any occasion (for example, taking out a Policy, requesting a quote) accompanied by consent/refusal of consent for commercial promotions and profiling are retained without expiry, as well as evidence of the related changes made by you over time to the consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains intact where there are no contractual or regulatory conditions that provide for the necessary retention.
- Personal data collected following the exercise of the rights of the interested parties are retained for 10 years from the last registration in accordance with the provisions of the Civil Code
- Personal data of individuals who have defrauded or attempted to defraud are retained even beyond the 10-year period.

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

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

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

#### How you can 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 ask to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on your Personal Data processed by Europ Assistance Italia;

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

<sup>2</sup>Automated decision-making means that management process that does not require the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the Services you can call the Organizational Structure in relation to the Guarantees you can write to the Claims Liquidation at the contacts on the site [www.europassistance.it](http://www.europassistance.it) and on the Policy.

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

<sup>4</sup>To the Policyholder, other branches of Europ Assistance, Generali Group Companies and other entities such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition companies, healthcare facilities, companies that manage claims, other companies that provide IT, telematics, financial, administrative, archiving, mailing, profiling services and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities that operate in the insurance sector and of other entities that perform technical, organizational, operational tasks that act as Data Controllers are located at the same (e.g. at the suppliers) and/or on [www.europassistance.it](http://www.europassistance.it)

- to object to the processing of your Personal Data based on the legitimate interest of the owner or a third party unless the owner or the third party demonstrates the prevalence of such legitimate interests over yours or such processing is necessary for the establishment, exercise or defense of a right in court; to object to the processing of your Personal Data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, without prejudice to the fact that the revocation of the consent previously given does not deprive the processing carried out before the revocation of its lawfulness,

at any time you can write to:

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

#### **Changes and updates to the Policy**

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