

# 'TO STANDARD TRAVEL VALUE 2.0'

Insurance contract for damages

Stipulated with



Europ Assistance Italia S.P.A.



Europ Assistance Italia S.p.A. headquartered in Assago (MI) at Via Del Mulino no. 4 – 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.



Edition dated 15.04.2024

Card no. PR0042212+ File No.

## TERMS AND CONDITIONS OF INSURANCE FORM 22390

### RULES ON THE MASTER POLICY

#### 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 Italian civil code will also apply.**

*Art. 1910 of the Italian Civil Code aims to prevent an Insured, who has taken out multiple policies covering the same Risk with different companies, from receiving an overall amount in excess of the actual loss suffered. In the event of a claim, the Insured must therefore notify each insurer of all policies taken out with other insurers for the same Risk.*

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

The policy is governed by Italian law.

The laws of Italy apply to all matters not expressly covered in this Policy, and with regard to all the rules on jurisdiction and/or competence of the court.

#### Art.3. LIMITATION PERIODS

Any claim you may have against Europ Assistance shall be time-barred two years after 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. In such a case, Article 2952 of the Italian civil code will also apply.

For cover other than Assistance if a claim is opened or pending judicial proceedings, you must interrupt the limitation period in writing.

**Please note that pending judicial proceedings are not considered cause for suspension of the limitation period.**

*E.g.: 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 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 into euros. Europ Assistance will calculate the Indemnity 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 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 Italia, and by the persons named in the statement.'

### SECTION I – DESCRIPTION OF COVER



#### What is insured?

#### Art.7. OBJECT OF COVER

##### A) ASSISTANCE COVER

##### TRAVEL ASSISTANCE

**You may request the following services of Europ Assistance in the event of an injury, illness or Covid-19 that must directly affect you, your family member or travel companion, provided that they are insured and travelling with you. The grounds indicated must have occurred during travel.**

##### MEDICAL ADVICE

If, while travelling, you have an illness and/or accident, you may request a medical opinion by telephone.

The doctors will use the information you give them to assess your state of health.

**Such opinion is not a diagnosis.**

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

##### SENDING A DOCTOR OR AN AMBULANCE IN ITALY

You may only request this service if you are travelling, and after having received MEDICAL ADVICE.

If you are in Italy and you need a medical examination or an ambulance, the Accident Unit will send out an approved doctor, to the location you are at, during your journey.

If no doctor can attend in person, the Accident Unit will transport you by ambulance to the closest specialised Medical Centre.

**This is not an emergency service. In the case of an emergency, call 118.**

The hours of service availability are as follows:

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

##### SIGNPOSTING OF SPECIALISED DOCTOR ABROAD

You may only request this service if you are travelling, and after having received MEDICAL ADVICE.

If you are abroad and want to find the nearest doctor for a specialist examination, the Accident Unit will provide you with the name of a doctor, consistent with the doctors available locally.

##### MEDICAL REPATRIATION

You may request medical repatriation when, after a sudden illness and/or accident, the doctors at the Accident Unit and the local doctors decide that you can be transferred

- to a suitably equipped care facility in the place where you are located, or
- to an equipped care facility in the place where you are resident or
- to your home.

**However, the final decision is the one taken by the doctors at the Accident Unit.**

Europ Assistance will arrange and pay for your medical repatriation according to the time and using the means which are best suited to your situation.

The means of transport are:

- medical aircraft; where available, this form of transport will only be used if you are in Italy and if the accident occurs in a European country or in a country within the Mediterranean Basin.
- airline in economy class, which may include space for a stretcher if you need to remain lying down;
- first-class train travel, with space in a sleeping car if necessary;
- ambulance.

The Accident Unit will also provide medical or nursing assistance during the return journey, if your doctors consider this necessary.

You may request a transfer to the closest emergency or care facility, or transfer to a care facility that can treat your illness; if you are admitted to a

local facility that cannot treat your illness, the Accident Unit will arrange for your transfer using the means and within a timeframe considered most appropriate by the doctors at the Accident Unit, after they have consulted the local physician.

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

Europ Assistance may ask you to provide any unused return travel ticket.

In the event of death, the Accident Unit will arrange for the transport of the body to the place of burial in the country of residence or to the closest international airport.

**The final decision will be taken by the Accident Unit.**

**Europ Assistance will only pay for the cost of transporting the body.**

- **REPATRIATION WITH AN INSURED FAMILY MEMBER**

If, while arranging the Medical Repatriation service, the doctors at the Accident Unit do not consider it necessary to provide medical assistance to the Insured during the journey, and if an insured family member wishes to accompany you to the place of hospital admission or residence, the Accident Unit will also arrange for the repatriation of the family member using the same means of transport used for you. Europ Assistance may ask you to provide any return travel ticket not used by the family member.

- **REPATRIATION OF OTHER INSURED PERSONS**

You may request the repatriation of other insured persons only after the 'MEDICAL REPATRIATION'

If the other insured persons travelling with you are not objectively able to return home using the means of transport provided and/or used at the start of the journey, the Accident Unit will book a return travel ticket for them, to their home.

**Europ Assistance will pay, in your place, the cost of a first-class rail ticket or economy class airfare up to a maximum of Euro 200.00 per insured person.**

Europ Assistance may ask you to provide any return travel tickets not used by the other insured persons.

- **REPATRIATION OF A FAMILY MEMBER**

You may ask for a family member to join you if, during the journey, you are admitted to a care facility for more than 7 days and you need their assistance. The Accident Unit will book a ticket so that your Italian-resident family member can join you.

**Europ Assistance will pay, in your place, the cost of a first-class rail ticket or economy class airfare.**

- **ACCOMPANYING OF MINORS**

You may request an escort for children under the age of 15 who are travelling with you if you have an accident or illness or if, for reasons beyond your control, you are unable to look after them.

The Accident Unit will book a return ticket for your family member. The return ticket will be used to travel to the minors' location and to return them to their home.

**Europ Assistance will pay, in your place, the cost of a first-class rail ticket or economy class airfare.**

- **REPATRIATIONS OF CONVALESCENT INSURED PERSON**

You may ask to return home if, after an accident or illness, you are convalescent and are unable to use the means of transport originally planned for the return journey.

The Accident Unit can reserve a ticket for you, one family member or travel companion, provided they are insured.

**Europ Assistance will pay, in your place, the cost of a first-class rail ticket or economy class airfare.**

Europ Assistance may ask you to submit the unused return travel ticket.

- **EXTENSION OF STAY**

You may ask to extend your stay if a medical certificate confirms that your illness or accident prevents you from returning home on the date you had planned. In such a case, the Accident Unit will book a hotel for you, one family member or a travel companion, provided they are insured.

**Europ Assistance will pay the costs of the hotel room and breakfast for up to 3 days after the date planned for your return, and up to a maximum of Euro 40 per day, for each insured person who is has been in an accident.**

- **INFORMATION AND REPORTING OF EQUIVALENT MEDICINES ABROAD**

**(this service only applies to Italian residents)**

You may request information about medicines if, while abroad, you become ill and/or are involved in an accident and you require information about medicinal specialities which are validly registered in Italy; in such a case the Accident Unit will inform you of any corresponding medicines which are available locally.

- **INTERPRETERS ABROAD**

You may request an interpreter if you are admitted to a hospital abroad and you are unable to communicate with the doctors because you do not speak the local language.

The Accident Unit will send an interpreter to the hospital for the daily discussions with the doctors at the hospital.

**Europ Assistance will pay the cost of the interpreter for a maximum of 8 working hours**

- **ADVANCE ON ESSENTIAL COSTS**

**(this service only applies to Italian residents)**

You may receive an advance on essential costs, if you have had:

- an accident,
- an illness,
- a theft, robbery, mugging or non-delivery of baggage

and you have unexpected costs that you are unable to pay.

The Accident Unit will pay in advance your on-the-spot costs **up to a maximum of Euro 5,000.00.**

**If the total of the invoices exceeds Euro 150, Europ Assistance may decide to advance you a higher sum if you can provide a financial guarantee.**

The Accident Unit will pay the advance on Essential Costs, if:

- the cash transfer meets the rules or regulations applicable in Italy or in the country in which you are located
- you can demonstrate that you are able to return the sum of cash
- If there are branch offices or Europ Assistance agents to carry out the advance in the country where you are.

**Note:**

*You must reimburse the advance paid within one month from the date it was received.*

*If you do not, you will also be required to pay interest at the current legal rate.*

- **EARLY REPATRIATION**

You, your family members and one travel companion who are also insured and travelling with you could be obliged to return home earlier than expected due to the death or admission to hospital in imminent mortal danger, of one of the following family members: spouse/cohabiting partner, son or daughter, brother, sister, parent, mother or father-in-law, son or daughter-in-law.

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

**Europ Assistance will pay the cost of your first-class rail ticket or economy class airfare in order to enable you to reach the place of burial, or the place where your family member has been admitted to hospital.**

**If you are travelling with a child,** the Accident Unit will repatriate both of you provided that the child is also insured.

**If you are travelling with a vehicle** and you are unable to use it to repatriate early, the Accident Unit will also provide you with a ticket so that you can then go back to collect the vehicle.

*Within 15 days of the event that forced you to repatriate early, you must send Europ Assistance the certificate of death or documents proving the admission to hospital of the family member, and the risk to their life.*

- **RETURNING HOME FOLLOWING COVID-19**

If you are unable to return to your home by the means you had reserved at the start of the trip, please call the Accident Unit.

The Accident Unit will reserve for you, for one of your Family Members or Travel Companion, provided they are insured, the tickets necessary for you to return home.

For air travel, economy class will always be granted.

**Europ Assistance will pay for you the cost of the ticket per Insured Person and within the term of the Policy, up to a maximum of Euro 1,000.00.**

**Europ Assistance may ask you to provide any ticket not used to return home.**

- **ADVANCE OF BAIL BOND WHEN ABROAD**

**(this service only applies to Italian residents)**

**You may request an advance on a bail bond if you have been arrested abroad or threatened with arrest and are required to pay bail in order to be released.**

The Accident Unit will pay your bail bond in advance, on-the-spot, **up to a maximum of Euro 15,000.00.**

**Under no circumstances will Europ Assistance pay a sum higher than Euro 15,000.**

**This form of cover takes effect if you are able to provide a financial guarantee.**

The Accident Unit will cover the advance on bail bond if:

- the cash transfer meets the rules or regulations applicable in Italy or in the country in which you are located
- you can demonstrate that you are able to return the sum of cash
- If there are branch offices or Europ Assistance agents to carry out the advance in the country where you are.

**Note:**

*You must reimburse the advance paid within one month from the date it was received.*

*If you do not, you will also be required to pay interest at the current legal rate.*

- **SIGNPOSTING OF LAWYER ABROAD**

You may request the name of a lawyer, if you are arrested or are threatened with arrest, while abroad.

The Accident Unit will direct you to a lawyer in accordance with local rules and availability. This takes place in countries where there are branch offices or Europ Assistance agents.

**This is purely a signposting service. The costs of the lawyer are payable by you.**

#### • SENDING OF URGENT MESSAGES

You may ask for messages to be sent if, due to an illness and/or accident, you are unable to send urgent messages to persons resident in Italy. The Accident Unit will arrange to send the message to the recipient.

The Accident Unit is not responsible for the content of the messages.

### VEHICLE ASSISTANCE

#### • BREAKDOWN COVER

If, while travelling, the vehicle you are travelling in breaks down due to a fault and/or accident and is not able to be moved, you must contact the Accident Unit.

The Accident Unit will send a breakdown vehicle to the place at which the vehicle has stopped.

The breakdown truck will transport the vehicle from the site of the breakdown:

- to the closest authorised Europ Assistance centre,
- to the closest service centre of the Manufacturer, or to the closest garage or workshop,
- to the location indicated by you, provided that it is within 50 km (there and back) from the site of the breakdown.

Europ Assistance will **pay, in your place, the costs of the breakdown recovery to the destinations listed above, within the specified mileage, per claim.**

**Important note! Tyre punctures or misfuelling are not considered as faults and/or accidents.**

#### • BREAKDOWN

If, while travelling, the vehicle you are travelling in will not start:

- due to a discharged battery or other failure to start
- because of lost or broken keys
- due to a puncture,

you must telephone the Accident Unit.

The Accident Unit will send a breakdown vehicle. The breakdown service will repair the vehicle on the spot if possible.

Europ Assistance **will pay, in your place, the costs of the breakdown recovery provided that the breakdown provider is located within 20 km of the site in which the vehicle failed to start.** Otherwise, the 'Breakdown Recovery' cover will apply.

### ASSISTANCE FOR FAMILY MEMBERS LEFT AT HOME IN ITALY

#### • MEDICAL ADVICE

If a family member who has remained at home becomes ill or has an accident and you need to assess their state of health, you may phone the doctors of the Accident Unit and request telephone advice.

The family member must inform the Accident Units of the reason for your request and of their telephone number.

**Such an opinion is not a diagnosis.**

#### • SENDING A DOCTOR OR AMBULANCE IN ITALY

You may only request this service after having requested MEDICAL ADVICE for your family member.

If you are in Italy and your family member needs a medical examination or an ambulance, the Accident Unit will send out an approved doctor, to their location.

If no doctor can attend in person, the Accident Unit will transport you by ambulance to the closest specialised Medical Centre.

**This is not an emergency service. In the case of an emergency call 118.** The hours of service availability are as follows:

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

### B) COVER FOR MEDICAL COSTS

If, while travelling, you have a sudden illness and/or are involved in an accident, Europ Assistance will pay, in your place, the urgent, non-deferrable pharmaceutical, medical and hospital costs incurred at the site of the incident, within the term of the Policy.

**Europ Assistance will pay the costs in your place, if the Accident Unit considers that the technical and practical conditions are in place to proceed. If this is not possible, Europ Assistance will reimburse those costs under the same conditions without applying the fixed excess.**

Also, Europ Assistance pays in your place (provided that the technical and practical conditions have been met) or reimburses urgent and non-delayable medical/pharmaceutical/hospital expenses incurred in the place of the accident during the period of 15 days, following the end of the reserved travel, which you must spend in the country in which you are travelling because one of your Family Members or your Travel companion was directly stricken with Covid-19.

Europ Assistance will accept or reimburse the medical costs, **per Insured and per claim up to the maximum indicated on Simplo Form 22389.**

#### If you have been admitted to hospital

- until you are discharged from the care facility,
- or

- until the doctors of Europ Assistance consider that you can return to Italy.

#### If you have not been admitted to hospital

- **only the costs you incurred during the term of the policy which have been authorised by the Accident Unit.**

**Within the maximum cover listed on Simplo Form 22389, Europ Assistance will pay:**

- the fees for a stay in a care facility prescribed by a doctor, **up to Euro 250.00 per day, per Insured.**
- the costs of urgent, non-deferrable dental treatment required as a result of an accident that occurred while travelling, **up to the limit of Euro 250.00 per Insured;**
- **only in the case of accident, the costs of repairing prosthetics, up to the limit of Euro 250.00 per Insured**
- the cost of search and rescue, **up to Euro 500.00 per claim in Italy, the Republic of San Marino and the Vatican City, and Euro 2,500.00 per claim, Abroad.**
- **only in the event of injury, expenses for the treatment you receive when you return home, for 45 days after the injury and up to the maximum amount of Euro 500.00.**

**Important! For this cover, a fixed excess applies. See the paragraph 'Limitations on cover' in Section II.**

### C) BAGGAGE COVER

#### 1. BAGGAGE AND PERSONAL EFFECTS

Europ Assistance indemnifies material and direct damage to your baggage, including the clothes you wore when you left, caused by:

- theft, burglary, robbery, robbery, fire;

and, in the case of delivery to a carrier only, also loss and damage of the baggage only delivered.

Europ Assistance will compensate you for: The value of the objects comprising your baggage with a limit of Euro 150.00 per object, including handbags, suitcases and backpacks. Europ Assistance considers handbags, suitcases and backpacks to be one single object.

**Within the maximum indicated on the Policy Form, Europ Assistance will pay you per claim and per duration of the trip.**

For trips made via aircraft, train, bus or ship, the cover is in effect:

- for Insured Persons who live in the European Union or in Switzerland from the departure station (airport, railway, etc. of the planned trip) until the end of the trip as planned by the Contracting Party;
- for Insured Persons who live in countries that are not members of the European Union from the date of arrival in one of the countries belonging to the European Union or in Switzerland until the date of departure from one of those countries at the end of the trip.

**Europ Assistance will pay you per claim and per duration of the Policy:**

- **up to 50% of the maximum cover indicated above, for:**
  - photography and video equipment and photosensitive material, radios, televisions, recorders, all other electronic equipment, musical instruments, weapons for personal defence and/or hunting, underwater equipment, eyeglasses and sunglasses.
  - Photo and video kits (camera, video camera, field glasses, flashbulb, lens, battery, bag, etc.) are considered a single object.**
- **Up to 30% of the maximum cover indicated above for**
  - cosmetics, medications, health articles;
  - jewellery, precious stones, pearls, watches, gold/silver/platinum objects, furs and other precious objects, only if you are wearing them or if you deposit them with the hotel.

**In addition to the maximum cover, Europ Assistance will pay you up to Euro 50.00 in expenses to replace your identification card, passport and licence in the event of theft, robbery or mugging.**

**Important!**

**This form of cover includes a Percentage Excess. See the paragraph 'Limitations on cover' in Section II.**

#### 2. DELAYED BAGGAGE DELIVERY

You may request cover for Delayed Baggage Delivery if the carrier delivers your baggage to you more than 12 hours late if on a confirmed scheduled flight or charter flight.

Europ Assistance will repay you for the unexpected expenses you must incur to buy personal hygiene articles and/or necessary clothing. This is **up to a maximum of Euro 150.00** and only for delayed delivery to the destination airport on the outgoing trip.

**The Maximum covers are per Insured Person, per claim and per period of cover.**

### D) TRAVEL OR RENTAL CANCELLATION COVER

You may request a cover for the costs of cancelling the trip or rental if you are required to cancel or modify a trip due to causes or events that can be **objectively documented, and which are unpredictable and were unknown to you at the time the trip was confirmed and that prevent you from taking the trip, and that affect:**

- you and/or your family members directly;

- your partner/co-proprietor of a business or partnership, directly;  
You can also request cover for the cost of trip or rental cancellation if you have to cancel a booked trip, following a **positive Covid-19 test result documented by reports of positive results that have stricken:**

- you and/or your cohabiting family members, directly;
- one of your travel companions, directly.

Europ Assistance will pay the penalty charged contractually by the Tour Operator:

- to you

and, provided that they are insured and included in the same trip:

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

If there are several insured persons booked on the trip at the same time and none of them is in your family unit, you must only indicate one person as 'travel companion'.

Europ Assistance will reimburse, in full, the trip penalty charged **up to the maximum provided for in the contract with the Travel Agency or listed by the Tour Operator in its catalogues. Reimbursement can never be in excess of Euro 7,000.00 per Insured Person.**

If multiple insured persons booked on the trip at the same time cancel the trip, Europ Assistance will reimburse the penalty up to an amount consisting of the sum of the maximum covers for each person, **with an overall maximum cover of Euro 15,000.00 per claim.**

**In there is only a rental, Europ Assistance will pay your penalty only if there is a complete cancellation of the reservation that involves all occupants of the lodging that booked the trip together.**

**The maximum cover for a single reservation is Euro 15,000.00. Pro rata charges will not be reimbursed.**

Europ Assistance will not reimburse you for:

- the cancellation administration costs,
- the agency fees,
- the booking fees
- the insurance premiums

**Important!**

**This form of cover includes a Percentage Excess. See the paragraph 'Limitations on cover' in Section II.**

**The Percentage Excess does not apply:**

- in the case of necessary amendments and/or forfeiture of the trip due to hospital admission (excluding Day Hospital and emergency room)
- in the case of death.

#### **E) TRIP REPLACEMENT COVER**

**(This cover does not apply to rentals)**

You can request this cover when you must interrupt your trip only and exclusively due to:

- *Medical Repatriation* arranged by the Accident Unit based on these contractual conditions;
- *Early Repatriation* arranged by the Accident Unit based on these contractual conditions;
- hijacking of the aircraft on which you are making your trip.

**Europ Assistance will reimburse the portion of the trip not taken, calculated as indicated in the 'LIQUIDATION OF LOSS: CRITERIA' article.**

The part of the trip not taken will be reimbursed **up to a maximum of Euro 7,000.00 per Insured Person.**

If multiple insured persons booked on the trip at the same time interrupt the trip, Europ Assistance will reimburse the part of the trip not taken up to an amount consisting of the sum of the maximum covers for each insured person, **with a total maximum of Euro 15,000.00 per claim.**

#### **F) COVER FOR EXTENSION OF STAY OWING TO COVID-19**

If an epidemic/pandemic of Covid-19 directly affects:

- you,
- one travel companion who is occupying the same room/lodging
- one family member travelling with you

and all persons listed in the same policy/occupying the same lodgement are forced into quarantine, Europ Assistance will pay your hotel/rental expenses (room and board) for the extension of your stay **in the amount of Euro 100.00 per day for a maximum of 15 days, per Insured Person and per cover period, with a maximum for rentals of Euro 3,000.00.**

For simultaneous registration of a pre-formed group of participants, the definition of 'travel companion' includes one individual person.

#### **G) COVER FOR PARTIAL TRIP REIMBURSEMENT IN CASE OF COVID-19**

If you, your family members travelling with you or your travel companion who booked at the same time are forced to interrupt the trip because of:

- hospital admission owing to the Covid-19 epidemic/pandemic;
- forced Covid-19 quarantine;

**Europ Assistance will reimburse the portion of the trip not taken, calculated as indicated in the 'LIQUIDATION OF LOSS: CRITERIA' article.**

The part of the trip not taken will be reimbursed **up to a maximum of Euro 7,000.00 per Insured Person.**

If multiple insured persons booked for the trip at the same time interrupt the trip, Europ Assistance will pay for the part of the trip not taken up to an amount consisting of the sum of the maximum cover for each insured person, **with a maximum of Euro 15,000.00 per claim; the maximum limit for a single rental is Euro 7,000.00.**

For simultaneous registration of a pre-formed group of participants, the definition of 'travel companion' includes one individual person.

#### **H) INDEMNITY COVER FOR HOSPITAL STAY**

If within 5 days of return from your trip you were admitted to hospital for at least 7 consecutive days owing to Covid-19, Europ Assistance will pay you an indemnity of **Euro 1,000.00 per Insured Person, per claim and per cover duration period.**



**Where is the cover valid?**

#### **Art.8. TERRITORIAL COVER**

Indicates the countries in which the claim incident occurred for which you can request cover.

There are three groups:

A) **Italy, the Vatican City and the Republic of San Marino;**

B) **all European countries and the countries in the Mediterranean basin:** Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, the Republic of Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, the Principality of Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

C) **All countries in the world.**

VEHICLE ASSISTANCE COVER is provided in:

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

**Important!**

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



**When does the cover start and end?**

#### **Art.9. START DATE AND DURATION OF COVER**

The cover starts from the date of the trip/stay begins and remains in force until the end of the trip or stay, or at the time when you begin using the first tourist service contractually agreed upon and ends at the complete fulfilment of the last service provided for in that contract.

**The maximum duration of cover during the validity period of the Insurance is 30 consecutive days.**

'Travel or rental cancellation' cover starts on the date on which the trip is booked and lasts until the start date of the trip. The start of the trip means: the time of check-in at the airport or, in the case of early check-in, passage through the boarding control, or for rental, the 1st day of the stay.

Vehicle assistance cover starts from the 48-hours preceding the time of check-in and expires at the time of check-in itself, at the booked hotel or departure station. It will then take effect from the date of checkout until the return home, in any case within 48 hours.

Extension of Stay Cover starts on the day the trip begins and ends within 15 days of the end of the trip.

Indemnity Cover for Hospital Stay starts on the day of your return and ends 5 days after that.

### **SECTION II – EXCLUDED RISKS AND LIMITATIONS OF COVER**



**What is not insured?**

#### **Art.10. EXCLUSIONS**

##### **• GENERAL EXCLUSIONS VALID FOR ALL FORMS OF COVER**

For all forms of cover, the following claims are excluded:

- claims caused by deliberate misconduct or gross negligence except where indicated in the individual cover forms;
- claims caused by flooding, overflowing, volcanic eruptions, earthquakes, atmospheric events characterised as natural disasters, nuclear transmutation or radiation caused by the artificial acceleration of atomic particles;
- war, strikes, revolutions, uprising or popular unrest, looting, acts of terrorism and vandalism.

- d. epidemics or pandemics on the basis of declarations made by the World Health Organisation, other than for Covid-19;
- e. indirect consequences of the Covid-19 epidemic/pandemic.
- f. anything not listed in the 'Object of Cover' article for individual services/cover.

Furthermore, the following cases are excluded:

- non-compliance with orders/regulations imposed by the supervisory bodies of the host countries or countries of origin;
- consequences due to or attributable to quarantines or measures restricting freedom of movement enacted by the competent authorities that isolate the Municipality/larger areas where you are during the Trip.

Except as indicated in individual forms of cover, there is no cover of expenses arising from or attributable to/resulting from quarantine or other measures restricting freedom of movement, decided by the competent international and/or local Authorities, the latter being understood as meaning any competent authority of the Country of origin or of any Country where you planned your trip or that you are passing through to reach your destination.

Any journeys undertaken for the purposes of entering competitions or contests involving extreme activities, and business trips, are excluded.

**COUNTRIES EXCLUDED:** Travel to the following countries is not insured: Afghanistan, Cocos, South Georgia Island, Heard and McDonald Islands, Bouvet Island, Christmas Island, Pitcairn Islands, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, St Elena, Somalia, French Southern Lands, Western Timor, Eastern Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

#### • EXCLUSIONS RELATED TO INDIVIDUAL FORMS OF COVER

##### A) ASSISTANCE COVER and E) TRIP REPLACEMENT COVER

Claims which were caused by or deriving from the following are excluded:

- a. motor racing, motorcycle racing or speedboat racing and the related qualifying and training sessions;
- b. mental and psychological illnesses and disorders in general, including organic cerebral syndromes, schizophrenic disorders, paranoia, forms of manic depression and the related consequences or complications;
- c. illnesses deriving from pregnancy beyond the 26th week of gestation and from childbirth;
- d. removal and/or transplantable organs;
- e. the abuse of alcohol or mind-altering drugs;
- f. illnesses/accidents deriving from the HIV virus;
- g. the use of narcotics and hallucinogens;
- h. legal disqualification from driving a vehicle;
- i. attempted suicide or suicide;
- j. aerial sports in general, the piloting and use of hang-gliders and other ultra-light aircraft, parachuting, paragliding and similar sports, the driving of sledges, bobsleighs, acrobatic skiing, ski jumping or water ski jumping, mountaineering involving the climbing of rock faces or glaciers, free climbing, kite surfing, scuba diving, sports involving the use of motor vehicles and motorised watercraft, boxing, wrestling in its various forms, martial arts in general, weightlifting, rugby, American football, potholing, extreme sports and accidents suffered as the result of sporting activity performed in a professional non-amateur capacity (including competitions, trials and training sessions);

Trips taken against medical advice or with the purpose of going to treat a disease that manifested before departure are likewise excluded.

**FURTHERMORE, THE FOLLOWING EXCLUSIONS ALSO APPLY TO INDIVIDUAL FORMS OF COVER:**

##### • MEDICAL REPATRIATION

The following are excluded:

- any illness or accident that, on the basis of an assessment by the doctors of the Accident Unit, allows you to continue travelling,
- any illness or accident that can be treated on the spot,
- infectious diseases, if the transport does not meet the requirements of national or international medical laws,
- discharge from the medical centre or hospital against the advice of doctors, following your own decision or on the decision of your family members.

In the case of death, the following items are not covered

- funeral expenses, the costs of searches, recovering bodies and other costs not related to transport.
- the transport of the body to places which cannot be accessed using normal means of transport.

The transport may, always in accordance with the current provisions of law, take place using vehicles suited to funeral transport (for example hearses), Repatriation to the place of residence is excluded if you are not resident in Europe and if the destination of your journey is a non-European country.

##### • BREAKDOWN COVER

The following are excluded:

- the costs of parts and the full cost of repair;
- the costs of the intervention of exceptional vehicles, if such vehicles are necessary in order to recover the vehicle;

- the costs of towing, if the vehicle was involved in the accident or the fault occurred while it was off public roads or in equivalent areas (such as off-road tracks).

Tyre punctures or misfuelling are not considered as faults and/or accidents.

##### • BREAKDOWNS

The following are excluded:

- the costs of parts and the full cost of repair;
- the costs of the intervention of exceptional vehicles, if such vehicles are necessary in order to recover the vehicle;
- the costs of towing, if the vehicle was involved in the accident or the fault occurred while it was off public roads or in equivalent areas (such as off-road tracks).

##### B) COVER FOR MEDICAL COSTS

Claims arising from the following are also excluded:

- a. mental and psychological illnesses and disorders in general, including organic cerebral syndromes, schizophrenic disorders, paranoia, forms of manic depression and the related consequences or complications;
- b. illnesses deriving from pregnancy beyond the 26th week of gestation and from childbirth;
- c. accidents resulting from the following activities: mountaineering involving the climbing of rock faces or glaciers, ski jumping or water skiing, the driving and use of motorised sledges, aerial sports in general, the piloting and use of hang-gliders and other types of ultra-light aircraft, paragliders and similar, kite surfing, extreme sports and any accident suffered as a result of sporting activity performed in a professional or non-amateur capacity (including competitions, trials and training sessions);
- d. removal and/or transplantable organs;
- e. motor racing, motorcycle racing or speedboat racing and the related qualifying and training sessions;
- f. gross negligence;
- g. the abuse of alcohol or mind-altering drugs;
- h. illnesses/accidents deriving from the HIV virus;
- i. the use of narcotics and hallucinogens;
- j. attempted suicide or suicide.

Furthermore, Europ Assistance will not reimburse:

- any costs incurred if you did not report your admission to hospital or the provision of Emergency treatment to Europ Assistance either directly or through a third party,
- the costs of treating or eliminating physical defects or congenital malformations, cosmetic applications, nursing care, physiotherapy, thermal or slimming treatments,
- the cost of dental treatment following a sudden illness,
- the cost of purchasing and repairing spectacles or contact lenses,
- the cost of orthopaedic equipment and prostheses following a sudden illness,
- medical check-ups in Italy for conditions resulting from illnesses that started while travelling,
- the cost of transport and/or transfer to the care facility and/or the place of accommodation.
- medical expenses related to health check-ups for Covid-19 imposed by the country of destination upon arrival.

Trips taken against medical advice or with the purpose of going to treat a disease that manifested before departure are likewise excluded.

##### C) BAGGAGE COVER

The 'Baggage and personal effects' cover does not include the following:

- a. theft of baggage loaded on a motorcycle of any kind during the trip;
- b. damage caused by sports equipment during their use;
- c. theft of sports equipment left unattended/not deposited in a locked place;
- d. theft using trickery;
- e. theft from a dwelling;
- f. baggage theft on board a vehicle.

The following are also not covered:

- g. cell phones, MP3 readers, personal computers or tablets
- h. money, checks, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, samples, catalogues, merchandise, or documents other than identity card, passport and driver's licence;
- i. helmets or professional equipment;
- j. goods other than articles of clothing that have been entrusted, even alongside clothing, to transport companies, including an air carrier;
- k. standard accessories and parts used in the vehicle itself (including car radios or removable players).

Other exclusions from the 'DELAYED BAGGAGE DELIVERY' cover are:

- l. delayed baggage delivery that occurs at the departure airport at the start of the trip;
- m. all expenses you incur after receiving your baggage.

##### D) TRAVEL OR RENTAL CANCELLATION COVER

You are not covered if the cancellation depends on or is caused by:

- a. theft, robbery, loss of identification or travel documents;
- b. mental and psychological illnesses and disorders in general, including organic cerebral syndromes, schizophrenic disorders, paranoia, forms of manic depression and the related consequences or complications;

- c. the condition of pregnancy or pathological conditions arising from pregnancy if the conception took place before the date on which the trip was booked;
- d. accident, illness or death arising before the trip was confirmed;
- e. consequences and/or complications arising from accidents that occurred before the trip was confirmed;
- k. insolvency of the air carrier or Tour Operator/Travel Agency/Non-hotel Hospitality facility;
- f. advance payments and/or security deposits which are not accompanied by notices of penalty;
- g. your failure to provide notification (referred to in article 'OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM') by the first day of the trip/stay, apart from cases of forfeiture caused by death or admission to hospital for at least 24 consecutive hours (excluding day hospital and emergency room) of a family member.

#### F) COVER FOR EXTENSION OF STAY OWING TO COVID-19

The following are also not covered:

- a. voluntary extensions of the trip by the Insured Person owing to personal choices not related to Covid-19 epidemic/pandemic.

The following are not insured:

- a. any events for which the Tour Operator must intervene directly for compliance with obligations deriving from the provisions in the tourist code.

#### G) COVER FOR PARTIAL TRIP REIMBURSEMENT IN CASE OF COVID-19

We do not insure any events for which the Tour Operator must intervene directly for compliance with obligations deriving from the provisions in the tourist code.



Are there limits on cover?

#### Art.11. INTERNATIONAL SANCTIONS

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

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

This clause will prevail over any contrary clause contained in these Conditions of Insurance.

For more details you can visit:

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

The insurance coverage does not operate in the following countries: Syria, North Korea, Iran, Venezuela, Belarus, Russia, Burma (Myanmar), Afghanistan and in the following regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

#### Attention!

If you are a "United States Person" and you are in Cuba, in order to obtain the assistance, Indemnification/Compensation provided for in the Policy you must demonstrate to Europ Assistance Italia S.p.A. to be in Cuba respecting US laws.

Without authorization for your stay in Cuba Europ Assistance Italia S.p.A. cannot provide the assistance and recognize your Indemnity/Compensation.

#### Art.12. LIMITS OF COVER

- **TRIP LIMITATIONS**  
You are not covered if you travel to a Country, region or geographical area that the competent governmental authority in your Country of residence, Country of destination or host Country has advised you not to travel to or in any event reside in, even temporarily.
- **CONTINUOUS STAY ABROAD**  
You may remain abroad for a maximum of 30 consecutive days during the term of validity of this Policy. **You will not be insured for any accidents occurring after those 30 days.**

#### A) ASSISTANCE COVER

- **LIMITATIONS**

Europ Assistance will not provide cover in any country which is in declared or effective belligerent status, including countries whose belligerent status has been made public news. The countries which are considered to be in this condition are indicated at <https://www.europassistance.it/paesi-in-stato-di-belligeranza> with a level of danger of 4.0 or higher. Furthermore, Europ Assistance cannot provide insurance cover in countries in which the local or international authorities do not allow on-the-spot intervention, even if there is no risk of war.

- **LIMITS ON DISBURSEMENT OF PAYOUTS**

Each type of assistance benefit is provided up to one time per insured person, for each type, within the duration of the period of travel.

- **LIMITATION OF LIABILITY**

Europ Assistance is not liable for loss or damage:

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

It should also be noted that the validity of the payouts is subject to the restrictions and measures imposed by local governmental healthcare Authorities.

#### B) COVER FOR MEDICAL COSTS

- **PERCENTAGE AND FIXED EXCESS**

Europ Assistance will apply a fixed excess **only if you have not been admitted to hospital, and in cases of reimbursement.** The absolute excess fee is Euro 50.00.

#### C) BAGGAGE COVER

- **PERCENTAGE EXCESS**

Europ Assistance applies an overdraft of 50% if:

- if the entire vehicle in which you put your luggage is stolen from you,
- if they steal the things you put in the tent. However, you must be in a regularly equipped and authorized campsite.

#### D) TRAVEL OR RENTAL CANCELLATION COVER

- **PERCENTAGE EXCESS**

The cover provides for a percentage excess of 20% of the amount of the penalty, if your trip is forfeited and/or changed for reasons other than admission to hospital or death. If the penalty exceeds the maximum insured amount, the percentage excess will be calculated on the maximum insured amount.

#### Example of fixed excess:

if the agreed excess is a fixed amount of Euro 50.00:  
expenses below Euro 50.00 will not be indemnified/reimbursed  
expenses exceeding Euro 50.00 will be reimbursed with a deduction of Euro 50.00 (up to the limit of the applicable maximum cover).

Specialist examination Euro 150.00

Fixed excess Euro 50.00

Reimbursement Euro 100.00

#### Example of percentage excess:

estimated amount of loss	Euro 100.00
percentage excess 20%	Euro 20.00
the loss is indemnifiable/covered up to the maximum cover limit	Euro 80.00 (Euro 100.00 – Euro 20.00)

### 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:

- by accessing the CLAIMS section of the <https://sinistronline.europassistance.it> portal or the [www.europassistance.it](https://www.europassistance.it) website. Follow the instructions.

or

- by sending a registered letter with acknowledgement of receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (Claims)**

**Settlement Department] (while specifying the cover for which the claim is being made) – Via del Mulino 4, 20057 Assago (MI).**

You must provide the following information/documents:

- name, surname and address
- telephone number;
- the number on your Europ Assistance card + case number;
- the circumstances of the incident;
- 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 cover forms.**

**IN ADDITION, FOR EACH FORM OF COVER, YOU MUST PROVIDE US WITH THE ADDITIONAL INFORMATION AND/OR DOCUMENTS AS DESCRIBED BELOW:**

#### A) ASSISTANCE COVER

**Always call Europ Assistance's Accident Unit at the following number: +39 02.58286532 from Italy or abroad. The Accident Unit is operational 365 days a year, 24 hours a day.**

**Do not do anything before contacting the Accident Unit.**

**In urgent cases call the Emergency Service.**

**If you do not contact Europ Assistance, it cannot provide you with cover. Article 1915 of the Italian civil code will also apply.**

#### B) COVER FOR MEDICAL COSTS

**After calling the Accident Unit at: +39 02.58286532 from Italy or from abroad, you must make the claim within sixty days of the loss event. You must provide the following information/documents:**

- The Emergency treatment certificate, compiled at the site of the claim, indicating the illness suffered, or the medical diagnosis certifying the type of claim, and how it occurred;
- a certified true copy of your original medical record, if you were admitted to hospital;
- the original invoices, till receipts or official receipts for the expenses incurred, complete with the tax details (VAT number or taxpayer reference number) of the person/company issuing the receipt and who it is made out to;
- the medical prescription for the purchase of medicines accompanied by the original receipts for the medicines purchased;
- a copy of the Covid-19 positive test result (swab and/or blood test);

#### C) BAGGAGE COVER

##### WHAT SHOULD YOU DO IF THERE IS A PROBLEM WITH YOUR BAGGAGE?

You must remember:

- a. in the event of theft/loss make an immediate report to the competent authorities in the place where the claim event occurred and keep a genuine copy of the report for Europ Assistance;
- b. send a written complaint to the hotelkeeper or carrier or other party responsible for the damage;
- c. if the carrier is responsible, file a report according to the procedures indicated by the carrier at the time of the claim event;
- d. within 60 days of the occurrence of the claim event, report the event to Europ Assistance by accessing the portal <https://sinistronline.europassistance.it> or using the methods listed below

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

You must report the claim **within sixty days of its occurrence and** send the following information/documents:

For the 'Baggage' cover you must send the following information/documents:

- a copy of your travel tickets or the details on your stay;
- a genuine copy of the report with the official seal of the Police Authority of the place where the event occurred;
- the circumstances of the incident;
- a list of the objects lost or stolen, their value and the date they were purchased;
- the names of the Insured Persons who suffered the damage;

- a copy of the complaint letter submitted to the hotelkeeper or carrier that may be responsible;
- proof of the expenses to replace your documents, if applicable;
- copies invoices, till receipts or official receipts complete with the tax details (VAT number or taxpayer reference number) of the person/company issuing the receipt and who it is made out to, documenting the value of the goods damaged or stolen and their date of purchase;
- repair invoices or a statement of inability to repair the property that was damaged or stolen, written on the letterhead of a dealer or a specialist in the field.

Only in the event of a failure to deliver and/or damages to the entire baggage, or of a part of it, that had been turned over to the carrier, you must annex to your request for compensation:

- a copy of the report made immediately at the office specifically handling complaints of lost baggage;
- a copy of the complaint letter sent to the carrier with the request for compensation and the carrier's response letter.

For the 'Delayed Baggage Delivery' cover, you must submit the following information/documents:

- a statement by the airport management company or the carrier acknowledging the delivery of your baggage more than 12 hours late and the time of the completed delivery;
- copies of invoices, till receipts or official receipts, complete with the tax details (VAT number or taxpayer reference number) of the person/company issuing the receipt, documenting the value of the goods purchased;
- a copy of the complaint letter sent to the carrier with the request for compensation and the carrier's letter of response.

#### D) TRAVEL OR RENTAL CANCELLATION COVER

In the event of a claim you must inform the travel organisation, agency or carrier of your formal forfeiture of the trip and you must **make a claim no later than 5 days from the date on which the cause of the forfeiture arose, and in any case before the trip start date, if the 5-day period falls after the trip start date.**

If the forfeiture and/or change of trip is due to an illness and/or accident, the claim report must also include:

- the type of illness;
- the start date, and end date of the illness.

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

- a copy of your Europ Assistance card;
- the original documentation containing objective proof of the cause of the forfeiture/change;
- documentation confirming the link between you and any other person who caused the forfeiture;
- in the case of illness or accident, a medical certificate certifying the date of the accident or the onset of the illness, the specific diagnosis and the period of prognosis;
- in the case of admission to hospital, a certified copy of the medical records;
- in the case of death, the death certificate;
- the travel booking form or similar document;
- receipts (deposit, balance, penalty) confirming payment for the trip or rental;
- a statement of the confirmation sent by the travel organisation or agency;
- an invoice of the penalty charged, issued by the Policyholder and by the travel organisation or agency;
- a copy of the cancelled ticket;
- the travel itinerary and regulations;
- the travel documents (visas, etc.);
- the travel confirmation contract.

If a penalty was charged by the airline/shipping company:

- confirmation of the purchase of the ticket or similar document, or receipt for payment;
- A copy of the cancelled airline ticket/ferry ticket showing the amounts charged to the customer.

In the case of cancellation due to Covid-19:

- a copy of the Covid-19 positive test result (swab and/or blood test);
- a certificate from the hospital to which you are admitted for Covid-19.

#### E) TRIP REPLACEMENT COVER

You must indicate:

- the cause for the interruption of the trip;
- your travel itinerary;
- the return date;
- the receipt for payment for the trip;
- a statement of the confirmation issued by the travel organisation or agency.

#### F) COVER FOR EXTENSION OF STAY OWING TO COVID-19

You must make the claim **no more than sixty days after the claim.**

You must submit the following documentation:

- documentation proving the duration of the extension of your trip;

- hotel / rental invoices received proving the higher expenses incurred for the extension of your trip;
- a copy of the Covid-19 positive test result (swab and/or blood test).

#### G) COVER FOR PARTIAL TRIP REIMBURSEMENT in case of covid-19

You must make the claim **no more than sixty days after the claim**.

You must submit the following documentation:

- travel itinerary;
- return date;
- receipt for payment for the trip;
- certificate of hospital admission;
- medical certificate stating the mandatory nature of the quarantine;
- a copy of the Covid-19 positive test result (swab and/or blood test).

#### H) INDEMNITY COVER FOR HOSPITAL STAY

You must make the claim **no more than sixty days after the claim**.

You must submit the following documentation:

- certificate of admission to the hospital in which you were admitted due to Covid-19, reporting the reason and the duration of the hospital stay.

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

Europ Assistance may ask you for other documents in order to assess the claim.

You are obligated to provide such documents.

If you do not meet your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

This is provided for in the Italian civil code, Article 1915.

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the Insured if they do not report the claim to their insurer within the required timeframe. The insurer is required to indemnify the Insured person by an amount equal to the loss suffered by the Insured person. If the Insured person deliberately behaves in a way that causes or aggravates the loss, the insurer may not pay it. If the Insured person involuntarily causes or aggravates the loss, the insurer may pay less.

#### Art.14. LIQUIDATION OF LOSS: CRITERIA

##### • PAYMENT OF INDEMNITY

For all cover except Europ Assistance cover, once Europ Assistance has received the necessary documentation from you, has verified the validity of the cover and has carried out the necessary checks, it will calculate the Indemnity/reimbursement that is due to you and will notify you thereof.

Europ Assistance will pay you within 20 days of such communication.

In the event of death before Europ Assistance has settled the indemnity/allowance/reimbursement, your heirs will have the right to the settlement that would have been due to you, merely by demonstrating the existence of the right to the indemnity/allowance/reimbursement by providing Europ Assistance with the documents required in the article 'Obligations of the Insured in the event of a Claim'.

#### C) BAGGAGE COVER

##### • CRITERIA

In the event that a carrier/hotelkeeper is responsible for the damages to your baggage, Europ Assistance will pay you, up to the maximum amount provided in the Policy, supplementing the part already paid to you by the carrier/hotelkeeper responsible for the event.

For objects purchased no more than three months before the occurrence of the claim, the repayment will be made based on the purchase, if proven by the related documentation. For objects purchased more than three months before the occurrence of the claim event, consideration will be taken of the usage deterioration of those objects.

For breakdowns, the cost of the repair will be repaid to you upon presentation of the invoice.

In no case will there be consideration of so-called sentimental value.

#### D) TRAVEL OR LEASE CANCELLATION EXPENSES GUARANTEE

##### • CRITERIA

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

#### E) TRIP REPLACEMENT COVER

##### • CRITERIA

Europ Assistance will calculate the **daily value of the trip**, dividing the **total value declared/paid** taking into consideration **only the stay**, for the **number of days initially anticipated** and will make a **payment for the remaining days not enjoyed**.

The day the trip was interrupted and the return date anticipated at the start of the trip are considered to be one single day.

#### F) COVER FOR PARTIAL TRIP REIMBURSEMENT IN CASE OF COVID-19

##### • CRITERIA

Europ Assistance will calculate the **daily value of the trip**, dividing the **total value declared/paid** taking into consideration **only the stay**, for the **number of days initially anticipated** and will make a **payment for the remaining days not enjoyed**. For rentals, the period paid for and not enjoyed at that rental will be repaid.

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

- the date of hospital admission due to Covid-19;
- the date when you receive the positive test result of the swab for Covid-19 that initiated the forced quarantine.

#### GLOSSARY

**Insured Person:** the natural person, whom we address informally, whose interests are protected by the Insurance who purchased a travel package or a rental from the Policyholder.

**Damage:** The damage to baggage during sea or air travel.

**Baggage:** Baggage is: the suitcase, handbag or rucksack you take with you on the trip and the contents of said suitcase, handbag or rucksack.

**Terms and Conditions of Insurance:** the clauses in the policy that contain: General Terms and Conditions of Insurance for the Insured Person, a description of the forms of cover, the excluded risks and limitations on cover, and the obligations of the Insured Person and of Europ Assistance.

**Policyholder:** the Company engaged as a Tour Operator or engaged in renting the non-hotel hospitality facilities for short periods, that has its registered office and tax domicile in Italy, the Republic of San Marino or the Vatican City state and that takes out the policy on behalf of third parties and is responsible for the related costs.

**Travel companion:** The person travelling with you who is insured under this policy.

**Indirect consequence:** any situation not attributable to the positive Covid-19 test result that afflicts you and/or your family members/travel companion.

**Europ Assistance:** The insurance company, namely Europ Assistance Italia S.p.A. in Via del Mulino 4, 20057 Assago (MI), authorised by Decree of the Ministry of Industry, Trade and Crafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) and entered in Section I of the Register of Insurance and Reinsurance Companies under no. 1.00108. Europ Assistance is a company in the Generali Group, listed on the Register of Insurance Groups and directed and coordinated by Assicurazioni Generali S.p.A.

**Family member:** the spouse, cohabiting partner, children, parents, brothers and sisters, sons and daughters-in-law, grandparents, nieces and nephews, parents-in-law, brothers- or sisters-in-law and anyone else who cohabit with the Insured provided that this is recorded in a valid civil records certificate.

**Fixed excess:** the amount that you will have to pay when the claim is settled.

**Cover:** insurance other than assistance insurance and for which Europ Assistance will make a payment in the event of a claim.

**Breakdown:** the damage to the vehicle due to wear and tear, defects, failure of its parts that make it impossible for you to use the vehicle under normal conditions.

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

**Injury:** an event which is due to a fortuitous, violent, external cause. The direct and sole consequences of the accident are physical injuries that are objectively verifiable and which cause death, permanent disability or temporary disability.

**Healthcare Facility:** A public hospital, clinic or nursing home, whether private or part of the National Health Service, duly authorised to provide hospital care. **Care Facilities do not include spa facilities, residential or convalescent homes, dieting or cosmetic clinics.**

**Illness:** any alteration of the state of health not due to accident.

**Chronic illness:** an illness that has required diagnostic investigations, hospital admission or treatments/therapies in the last 12 months.

**Sudden illness:** An acute onset illness that you did not know about before you started the trip.

**Pre-existing illness:** An illness which is the expression or direct consequence of chronic pathological conditions or conditions which occurred prior to the start date of the Policy.

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

**Policy:** the insurance policy stipulating the rights and duties of Europ Assistance and the Policyholder/Insured.

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

**Cover:** the assistance provided in kind, i.e. the assistance to be provided to the Insured at the time of need by Europ Assistance, via the Accident Unit.

**Residence:** The place in which you live as recorded on the civil records certificate.

**Hospital Admission:** Your stay in a Care Facility for at least one night.

**Risk:** the probability of the claim event occurring.

**Claim Event:** The occurrence of the damaging event for which the insurance cover/benefit is recognised.

**Percentage excess:** the part of the loss amount that is declared as a percentage and that you are required to pay with a minimum amount expressed as a fixed value.

**Medical/pharmaceutical/hospital costs:** should be understood as surgical costs (surgeon, staff, assistant and anaesthetist fees, operating theatre charges and surgical equipment) and healthcare costs (hospital fees, specialist medical advice,

medicines, diagnostic tests and examinations). The hospital admission fees indicate the daily rate for admission to a care facility. The cost also includes medical and nursing care.

**Accident Unit:** Unit of Europ Assistance Italia S.p.A. - P.zza Trento, 8 - 20135 Milan, staffed by personnel (doctors, technicians and operatives) and with centralised and non-central desks and offices, operative 24 hours a day, every day of the year, which provides telephone contact with the Insured, and arranges and disburses the insurance payouts as provided for in the Terms and Conditions of Insurance.

**Non-hotel hospitality facilities:** Businesses that rent rooms, vacation homes, residences, youth hostels or tourist villages.

**Vehicle:** within the meaning of Articles 47 et seq. of the New Italian Highway Code, a vehicle is defined as a vehicle for personal use with a gross laden weight of up to 3.5 tonnes and an Italian number plate and in particular:

- a car
- a trailer (car trailer or caravan) towed by a car;
- motor caravan and camper van requiring a "B" category driving licence;
- motorbike.

**Carrier:** Aircraft, coach, train or ship.

**Trip:** the transport, the stay, the rental, as indicated on the related contract or other valid evidence or travel document.

#### COMPLAINTS

Any complaints about the contract or management of claims must be made in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami – Via del Mulino n. 4 – 20057 Assago (MI); fax: 02.58.47.71.28, certified email: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - email: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).

If you are not satisfied with the outcome of your complaint, or if you have not received a reply within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching documentation relating to your complaint processed by Europ Assistance to your request. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate:

- the name, surname and address of the party making the complaint, and a telephone number as applicable;
- the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

The form for submitting a complaint to IVASS can be downloaded from [www.ivass.it](http://www.ivass.it). Before taking legal action, you can use alternative dispute resolution systems provided by law or conventionally.

1. **Mediation:** by contacting a Mediation Body from those listed by the Ministry of Justice, at [www.giustizia.it](http://www.giustizia.it) (Law 9/8/2013 no. 98);
2. **Assisted negotiation:** by sending a request to Europ Assistance Italia S.p.A. via your lawyer

**Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).**

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

**Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).**

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to: [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

The foregoing is without prejudice to the right to take legal action.

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

#### HOW TO CONTACT EUROP ASSISTANCE

To request assistance and payment of medical expenses, please call the following numbers:

**02/ 58.28.65.32 from Italy or from abroad.**

**IMPORTANT: do not take any action before first contacting the Accident Unit by phone**

If you cannot call, you can send:

- a fax to 02.58.47.72.01
- or
- a message to the email address mail: [sanitario@europassistance.it](mailto:sanitario@europassistance.it)

The Accident Unit of Europ Assistance answers phone calls 24 hours a day and are available to help you or indicate what you should do to resolve any issues as quickly as possible, and will also authorise any costs.

In order to provide the Cover available under the Terms and Conditions of Insurance, Europ Assistance must process your personal data and, as EU Regulation 2016/679 states about the protection of personal data, in order to process your health data it needs your consent. By telephoning or writing or asking someone to telephone or write to Europ Assistance, you freely provide consent to the processing of your personal data related to health as indicated in the Data Protection Statement that you received.

For information on your Policy, you can call the toll-free number 800-013529 from Italy from Monday through Saturday except for holidays, from 8 am to 8 pm.

#### maximum coverage

	Medical Expenses	Luggage
Italy	€ 1.000.000	€ 1.000.000

## DATA PROTECTION STATEMENT

### PERSONAL DATA AND ITS USE BY EUROP ASSISTANCE ITALIA SPA Information about the processing of data for insurance and business 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 [1] that govern personal data to protect you against improper use. Europ Assistance Italia complies with these laws, and for this reason wishes to inform you of how your personal data is used [2].

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 – Via del Mulino 4, 20057 Assago (MI), Italy, 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

Where necessary, Europ Assistance Italia uses your Personal Data, including data concerning your state of health and criminal offences and convictions, 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 geolocalisation, will be processed for the purposes of fulfilling the contract; as necessary, you must provide your consent in order for us to process Personal Data related to your state of health or to criminal convictions or crimes;
- 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 Personal Data, including data related to your state of health or related to criminal convictions and crimes, 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, such as the Carabinieri, the Insurance Regulator (IVASS): your Personal Data, including data concerning your state of health, will be processed for the purposes of legal or regulatory compliance.

If you do not provide your Personal Data and/or do not 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 [3], 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 other person performing technical, organisational or operational duties [4].

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 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 (such as when taking out a Policy or asking for a quote), 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 – Via del Mulino, 4 20057 Assago (MI),  
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.

[1] The European General Data Protection Regulation EU 2016/679 (the GDPR) and primary and secondary Italian legislation

[2] Europ Assistance Italia operates as the Data Controller in accordance with the GDPR.

[3] 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.

[4] To the Policyholder, to other branches of Europ Assistance, companies in the Generali Group and other persons for example insurance intermediaries (agents, 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 services.