

## CARD N ° HTMKI + NR BOOKING

# INSURANCE CONDITIONS FORM 22014

### THE INSURANCE IN GENERAL

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

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

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

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

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

The Terms and Conditions of Insurance are governed by Italian law.

For all matters not contemplated in the Terms and Conditions of Insurance and for all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

#### Art. 3. - TIME LIMITATION

Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Article 2952 of the Italian Civil Code applies.

For cover other than Assistance, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing.

It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.

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

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

In Italy, you will receive compensation in Euros. If you seek compensation for expenses incurred in countries that are not part of the European Union or that 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 the expenses you incurred into Euros. Europ Assistance calculates 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 was issued.

#### Art. 5. - PROFESSIONAL SECRECY

You must release from professional secrecy with regards to Europ Assistance, all doctors needing to examine your state of health.

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

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

## SECTION I – DESCRIPTION OF COVER



### What is insured?

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

##### A) ASSISTANCE COVER

###### TRAVEL ASSISTANCE

You can request the following benefits from Europ Assistance in the event of accident, illness or if you have Covid-19 that directly affects you, a member of your family or a travelling companion, provided that they are insured and travelling with you. The specified causes must occur while you Travel.

- **MEDICAL CONSULTATION**

If you have an illness or injury while travelling, you can ask for medical advice by phone. 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 OF A DOCTOR OR AMBULANCE IN ITALY**

You can apply for this benefit only if you are travelling and after having had a MEDICAL CONSULTATION.

If you are in Italy and need a medical consultation or ambulance, the Operations Centre will send a doctor to where you are staying during your trip.

When no doctor can intervene personally, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

**This is not an emergency service. If you require the assistance of the emergency services in Italy, call 118.**

The times for the provision of the service are as follows:

- Mondays to Fridays, from 20.00 to 8.00,
- Saturdays, Sundays and public holidays, 24 hours a day.

- **REFERRAL TO A MEDICAL SPECIALIST ABROAD**

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

If you are abroad and want to know who your nearest doctor is for a specialist appointment, the Organisational Structure will provide you with the doctor's name, subject to local availability.

- **MEDICAL RE-ENTRY**

You can request Medical Re-Entry when, after a sudden accident and/or illness, the doctors of the Operations Centre, together with the doctors on site, decide that you can be transferred

- to a healthcare facility in Italy or to your residence,

or

- to a healthcare facility in Italy or where you are resident,

or

- to your home.

**However, the final decision is made by the doctors of the Operations Centre.**

Europ Assistance will organise and pay for your medical repatriation, according to the times and means most suitable for the circumstances.

The means of transport are:

- air ambulance; which is used, when available, only if you live in Italy and when the event occurs in a European or Mediterranean country.
- economy class flight, also with room for a stretcher if you have to lie down;
- first class train travel and, if necessary, with a sleeper car;
- ambulance.

The Operations Centre will also provide medical or nursing assistance during the return journey if deemed necessary by your doctors.

You may request transfer to the nearest Emergency Department or Healthcare Facility, or transfer to a Treatment Centre which is adequate to treat your illness, when you are hospitalised at a local facility that cannot adequately treat your condition, the Operations Centre will arrange for your transfer, with the means and times considered most suitable by the Operations Centre after it has consulted with your attendant physician.

In this case, Europ Assistance will pay costs for you up to a maximum of Euro 7,500.00.

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

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

**However, the final decision is made by the Operations Centre**

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

- **RE-ENTRY WITH AN INSURED FAMILY MEMBER**

When, during the organisation of the "Medical Re-entry", the doctors of the Operations Centre do not consider medical assistance for the Insured necessary during the trip, and an insured family member wishes to accompany the Insured to the place where they will be hospitalised or their home, the Operations Centre will arrange for the family member to return with the same form of transport as that of the Insured. Europ Assistance may request the unused return ticket of the family member. Europ Assistance will only pay the costs of the return ticket for the family member.

- **RE-ENTRY OF OTHER INSURED PERSONS**

You may only request the Re-entry of other Insured Persons following "MEDICAL RE-ENTRY".

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

**Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket, up to Euro 200.00 per insured person.**

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

- **TRAVEL OF A FAMILY MEMBER**

You can request that a member of your family joins you if, during your trip, you are hospitalised for more than 7 days and need their help.

The Operations Centre will book a ticket for your family member residing in Italy to reach you, and stay with you.

Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket.

- **ACCOMPANYING MINORS**

You may request minors aged 15 years travelling with you to be accompanied if you have an accident or illness or when you are not able to accompany them yourself, for a reason beyond your control.

The Operations Centre will book a return ticket for a family member. This return ticket can be used to reach the minors and return with them to their home.

**Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket.**

- **RE-ENTRY OF A CONVALESCENT INSURED PERSON**

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

The Operations Centre will book a ticket for you, a Family Member or Travelling Companion, provided they are insured.

**Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket.** Europ Assistance may ask you for a return ticket that you do not use.

- **EXTENSION OF THE STAY**

You can request to extend your stay, if a medical certificate confirms that the illness or injury prevents you from returning home on the date you had planned. In this case, the Operations Centre will book a Hotel for you, a Family Member or a Travelling Companion, provided they are insured.

**Europ Assistance will only pay for your room and breakfast expenses for a maximum of 3 days following the date on which you were supposed to return, and for a maximum of Euro 40.00 per day per insured person.**

- **INFORMATION ABOUT AND REFERRAL OF MEDICINAL PRODUCTS ABROAD**

**(this service is only valid for people resident in Italy)**

You can ask for information about medicinal products when you are abroad and have an illness and/or have been injured, and need information about Italian-registered medicinal products; in this case, the Operations Centre will inform you of any corresponding medicinal products available at your location.

- **INTERPRETERS ABROAD**

You can request an interpreter if you are admitted to a healthcare facility abroad and have difficulty communicating with the doctors because you do not know the local language.

The Operations Centre will send you an interpreter to the hospital for the daily consultations with the doctors who are treating you.

**Europ Assistance will pay the costs of the Interpreter for a maximum of 8 working hours.**

- **ADVANCE ON EXPENSES FOR BASIC NECESSITIES**  
**(this service is only valid for people resident in Italy)**

You may receive an advance for expenses for basic necessities, if you have had:

- an accident
- an illness,
- been affected by a theft, mugging or non-delivery of baggage

and you have unexpected expenses that you cannot pay.

The Operations Centre will pay the invoices **for you, on the spot, up to a maximum amount of Euro 5,000.00.**

**Europ Assistance may decide to advance you even more money, if the total of invoices is more than Euro 150.00, if you can provide a financial guarantee in your country of residence.**

The Operations Centre guarantees it will advance Expenses for Basic Necessities if:

- the money transfer complies with the rules or regulations in Italy or in the country where you are located
- you can prove you can repay the loaned sum
- there are Europ Assistance Branches or Correspondents in the country in which you are located in order to make the Advance.

**Note:**

*Within one month from the date of the advance, you must repay the amount advanced.*

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

- **EARLY RETURN**

You, your family members and a Travelling Companion also insured and travelling with you, may be forced to return home earlier than planned due to the death or life-threatening hospitalisation of one of the following family members: the spouse, cohabiting partner, son/daughter, brother, sister, parent, in-law, son-in-law, daughter-in-law.

The date of death must be that indicated on the death certificate issued by the registry office

**Europ Assistance will pay the cost of a first-class train ticket or an economy-class plane ticket so you can reach the place where the burial will take place or where your hospitalised family member is.**

**If you are travelling with a minor,** the Operations Centre will arrange for the return of both of you, provided the minor is also insured.

**If you are travelling in a vehicle** and cannot use it to return home earlier, the Operations Centre will also provide you with a ticket so that you can retrieve it later.

*Within 15 days of the event that forced you to return home early, you must send Europ Assistance the death certificate or documents proving that the family member has been admitted to the hospital and that his or her life is in danger.*

- **RETURN TO RESIDENCE FOLLOWING COVID-19**

If you are unable to return to your place of residence by the means you booked at the beginning of your trip, please call the Operations Centre. The Operations Centre will book the necessary tickets for returning home for you, a Family Member or Travelling Companion, provided they are insured.

As regards airline tickets, economy class will always be recognised.

**Europ Assistance shall pay the cost of the ticket for each Insured Person per Policy period in your place, up to the maximum amount of Euro 1,500.00.**

**Europ Assistance may ask you to return any tickets you were unable to use for your return home.**

- **ADVANCE CRIMINAL BAIL ABROAD (this service is only valid for people resident in Italy)**

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

The Operations Centre will advance on your behalf, directly on the spot, the bail **up to a maximum total amount of Euro 15,000.00.**

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

**The service will be operative when you can provide a financial guarantee.**

The Operations Centre guarantees it will pay the Advance on Bail if:

the money transfer complies with the rules or regulations in Italy or in the country where you are located

you can prove you can repay the loaned sum

there are Europ Assistance Branches or Correspondents in the country in which you are located in order to make the Advance.

**Note:**

Within one month from the date of the advance, you must repay the amount advanced.  
If you fail to do so, you will pay additional interest at the current legal rate.

• **REFERRAL TO A LAWYER ABROAD**

If you are abroad and are arrested or at risk of being arrested, you may request the name of a lawyer.  
The Operations Centre will refer you to the lawyer according to local rules and availability. This is the case in countries where there are Europ Assistance branches or correspondents.

**Only a name is provided and you will still be responsible for the costs of the lawyer.**

• **SENDING URGENT MESSAGES**

To you may ask for messages to be sent when because of an illness and/or accident, you cannot have urgent messages sent to people who live in Italy, the Operations Centre will arrange for the message to be received.  
The Operations Centre is not responsible for messages sent.

**VEHICLE ASSISTANCE**

• **ROADSIDE ASSISTANCE**

If during the trip, the vehicle you are travelling in breaks down and/or is in an accident, and can no longer transit, you must call the Operations Centre.  
The Operations Centre will send out a roadside assistance vehicle.

The tow truck will transport the vehicle from the location of the breakdown:

- to the nearest Europ Assistance authorised service centre,
- to the nearest manufacturer's service point or mechanic's workshop,
- to the place you indicate, provided it is within 50 kilometres (there and back) from the place of the breakdown.

Europ Assistance **will pay for roadside assistance on your behalf to the destinations indicated previously and up to the maximum mileage indicated, per claim.**

**Please Note! Tyre punctures and incorrect refuelling are not considered to be a breakdown and/or accident.**

• **EXTENSION OF TRIP**

If during your trip, the vehicle you are travelling with stops due to a Breakdown, Accident, Fire or partial Theft and is immobilised for more than 36 hours in Italy or 4 days abroad for repairs, the Operations Centre will provide you and the passengers with a first class train ticket and/or a taxi to enable you to continue your trip and reach the Hotel.

For each Claim Europ Assistance will pay:

- the cost of tickets **up to a maximum of Euro 200.00 if the return or continuation trip is in Italy;**
- the cost of the taxi **up to a maximum of Euro 50.00 which you can use to reach the Hotel.**

**B) MEDICAL EXPENSE COVER**

If, while you are travelling, you contract an illness suddenly or have an accident, Europ Assistance will pay for you the urgent, non-deferrable medical/hospital/pharmaceutical expenses incurred at the place of the Event, during the Policy term.

Europ Assistance will pay expenses on your behalf if the Operations Centre considers that the technical and practical conditions for proceeding are met. If this is not possible, Europ Assistance will reimburse these expenses under the same conditions, without applying the deductible.

In addition, Europ Assistance will pay on your behalf (if the technical/practical conditions to proceed are met) or will reimburse you for the urgent, non-deferrable medical/hospital/pharmaceutical expenses prescribed by an attendant physician on site, incurred at the place of the event, during a period of 15 days following the end of the booked Trip, which you have to spend in the country in which you are travelling, because a Family Member travelling with you or your Travelling Companion has been directly infected by Covid-19.

Europ Assistance will pay for or reimburse the medical expenses, **per Insured Person and per Claim up to a maximum amount of:**

- **up to a maximum of Euro 1,500.00 for travel in Italy**
- **up to a maximum of Euro 50,000.00 for travel in Europe and Worldwide,**

**If you have been hospitalised**

- until you are dismissed from the Health Care Facility,  
or
- until Europ Assistance doctors consider that you can return to Italy

**If you have not been hospitalised**

- **only expenses during the policy term and authorised by the Operations Centre.**

**Within the limit of liability indicated above, Europ Assistance will pay:**

the cost of urgent and non-deferrable dental treatment required as a result of an accident that occurred while travelling, **with a limit of Euro 250.00 per insured;**

only in the case of an accident, the cost of repairing prostheses, **up to a limit of Euro 250.00 per insured**

search and rescue costs, **up to Euro 500.00 per event in Italy, the Republic of San Marino and Vatican City State and Euro 2,500.00 per event occurring abroad;**

in the event of an accident **only**, 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 1,000.00.**

**Please Note! there is a deductible for this cover. See the Article "Limitation of Cover" in Section II**

**C) BAGGAGE COVER**

**1. BAGGAGE AND PERSONAL EFFECTS**

Europ Assistance will compensate **material and direct damage to your luggage, including the clothes you were wearing when you left**, caused by:

- **theft, burglary, mugging, robbery, fire;**

and **only** in the case of **delivery to an air carrier**, also **loss of or damage to the baggage delivered to the air carrier.**

**Europ Assistance will compensate you.** The value of your items of luggage, **with a limit of Euro 300.00 for each item, including bags, suitcases and backpacks. Europ Assistance considers bags, suitcases and backpacks as a single object.**

**Europ Assistance will compensate you, per claim and per period of the journey, up to a liability limit of Euro 3,000.00.**

For travel by plane, train, bus or ship, the cover will be provided:

- for **Insured Persons residing in the European Union or Switzerland** from the departure station (airport, railway station, etc. of the organised trip) until the end of the trip as organised by the Policyholder;
- for **Insured Persons residing in countries outside** the European Union from the date of arrival in one of the European Union countries or Switzerland until the date of departure from one of these countries at the end of the trip.

**Europ Assistance will compensate you, per claim and per Policy term:**

- **up to 50% of the above limit**, for:
  - photographic, film and optical equipment and photosensitive material, radios, televisions, recorders, any other electronic equipment, musical instruments, personal defence and/or hunting items, diving equipment, eyeglasses or sunglasses.

**Photographic, film and optical equipment** (camera, video camera, binoculars, flasher, lenses, batteries, bags, etc.) **are considered as a single object.**

- **up to 30% of the above limit** for:
  - cosmetics, medicinal products, medical items;
  - jewellery, precious stones, pearls, watches, gold/silver/platinum items, furs and other precious objects, provided you are wearing them or they are placed in the hotel safe.

**In addition to the limit of liability**, Europ Assistance will reimburse you up to **Euro 50.00** for the cost of reissuing your ID card, passport, and driving licence in the event of theft, robbery, mugging.

**Please Note!**

**This Cover includes coinsurance. See the Article "Limitation of Cover" in Section II.**

## **2.LATE BAGGAGE DELIVERY**

You can request cover for Late Baggage Delivery, if the carrier delivers your baggage more than 12 hours late in the case of confirmed scheduled flights and charter flights.

Europ Assistance will reimburse unexpected expenses to buy necessary items for personal hygiene and/or clothing. This is **up to a maximum amount of Euro 200.00** and only for delays in delivery to the destination airport on the outbound journey.

**The limits of liability are per Insured, per claim and per policy term.**

## **D) TRIP CANCELLATION COVER**

You may request cover for the expenses of cancelling a trip or rental when you have to cancel or change the booked trip, due to causes or events **that may be objectively documented, are unforeseeable, that were not known to you at the time of confirming your trip and that prevented you from taking part in the trip**, which affects:

- you and/or your family members directly;
- your Partner/Associate Partner of the company/business practice **directly**;

In addition, you may request cover for the expenses of cancelling a trip or rental when you have to cancel the booked trip, **as a result of testing positive for COVID-19**, which affects:

- you and/or your family members directly;
- a travelling companion directly.

Europ Assistance will pay the penalty applied, as per the contract, by the Tourist Operator:

- to you

and, provided they are insured under the same contract:

- your family members;
- to one of your travelling companions.

If there are several insured persons registered for the trip at the same time, and no-one is a family member, you may indicate only one person as a "travelling companion".

Europ Assistance fully reimburses the penalty charged **up to the maximum amount stipulated in the contract with the travel Organisation or indicated by the Tour Operator in its catalogues. The reimbursement may never exceed Euro 15,000.00 per Insured.**

If several insured persons enrolled in the trip together cancel the trip at the same time, Europ Assistance shall reimburse the penalty up to an amount equal to the sum of the insured sums for each person, up to a **total amount of Euro 50,000.00 per claim.**

**Europ Assistance will not reimburse:**

- case management costs,
- agent fees,
- trip registration fees

**Please Note!**

**This Cover includes coinsurance. See the Article "Limitation of Cover" in Section II.**

**Co-insurance is not applied:**

- in the event of changing and/or having to forego a trip, due to hospitalisation (excluding Day Hospital and Emergency Department treatment)
- in the event of death.

## **E) NEW TRIP COVER**

You may apply for this cover when you have to interrupt your trip solely and exclusively as a consequence of:

- **Medical re-entry** organised by the Operations Centre, based on these contractual terms and conditions;
- **Early re-entry** organised by the Operations Centre, based on these contractual terms and conditions;
- **Hospitalisation at an Healthcare Facility**;
- **Covid-19 infection certified by positive tests that require you to remain in isolation.**

**Europ Assistance shall reimburse the unused portion of the trip calculated as indicated in Article "CRITERIA FOR SETTLEMENT OF THE LOSS".**

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

If several insured persons enrolled in the trip together interrupt the trip at the same time, Europ Assistance shall reimburse the portion of the trip not taken up to an amount equal to the sum of the insured sums for each insured person, up to a **total amount of Euro 25,000.00 per claim.**

If a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person

## **F) EXTENDED STAY COVER IN THE EVENT OF COVID-19**

If, during the Trip, a Covid-19 epidemic/pandemic directly affects:

- you,
- a travelling companion occupying the same room/accommodation,
- your Family member travelling with you

and you are forced into quarantine, Europ Assistance reimburses the hotel/accommodation costs (board and lodging) for the period of your extended stay.

Europ Assistance shall reimburse **the amount of Euro 150.00 per day for a maximum of 15 days, per Insured and Cover period, starting from the day the test result turned out positive.**

If a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person.

### G) HOSPITALISATION COVER

If, within 5 days of your return from your trip, you have been hospitalised for at least 7 consecutive days due to COVID-19, Europ Assistance shall pay you Compensation of **Euro 1,000.00 per Insured Person, per Event and per Cover period.**



#### Where do the guarantees apply?

##### Article 8 - TERRITORIAL EXTENSION

Indicates countries where the event occurs for which the cover may be requested.

They are divided into three groups:

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

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

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

VEHICLE ASSISTANCE SERVICES are provided in Italy, the Republic of San Marino and the Vatican City.



#### When does the cover begin and end?

##### Article 9 - COMMENCEMENT AND DURATION

The insurance cover starts on the date of commencement of the trip/stay and expires at the end of the same, i.e. from when you start using the first contractually agreed tourist service and ends when the last service under the contract is completed.

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

The "Trip and rental cancellation" Cover begins on the date of booking the Trip and lasts until the date of commencement of the Trip. Commencement of the Trip means: the time of check-in at the airport or in the event of early check-in when you have passed boarding controls, or for rentals the day of commencement of your stay.

The Roadside Assistance Service starts 48 hours prior to Check-in and ends at Check-in at the booked Accommodation or at the departure station. It will then commence again from the date of Check-out, until your return home and in any case within 48 hours.

Hospitalisation Cover starts from the date of your re-entry and ends within 5 days thereafter

## SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

##### Article 10 - EXCLUSIONS

###### • GENERAL EXCLUSIONS VALID FOR ALL COVER

Cover excludes events caused by:

- wilful misconduct or gross negligence except as indicated in individual cover;
  - floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;
  - war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
  - all other matters not indicated in the Article "Subject-matter of Insurance" for individual benefits/services/cover.
- epidemics or pandemics based on declarations from the World Health Organisation, with the exception of COVID-19;
  - indirect consequences of the COVID-19 epidemic/pandemic.

The following are also excluded:

- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
- the consequences due or attributable to quarantine or measures restricting freedom of movement decided by the competent authorities that isolate the Municipality/more extensive territorial areas where you may be during the Trip.

For all Cover, except as indicated in the same, the insurance does not cover any expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.

The following is also excluded:

- any trip undertaken to participate in competitions/races involving extreme activities;
- business trips;
- any trip taken for the purposes of: visits, check-ups, admission to facilities, surgery.

**COUNTRIES EXCLUDED:** Travel in the following countries is excluded: Afghanistan, Belarus, Cocos Islands, North Korea, Crimea, South Georgia, Heard Island and McDonald Islands, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Syria, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu, Venezuela.

###### • EXCLUSIONS RELATED TO INDIVIDUAL COVER

##### A) ASSISTANCE COVER

Events dependent on or caused by the following are also excluded:

- car, motorbike or motorboat races and related trials and training;
- mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- illnesses that indicate or are the direct consequence of chronic pathological or pre-existing conditions at the start of the trip, with the exception of flare-ups of the same;

- e. organ harvest and/or transplantation;
- f. abuse of alcohol or psychotropic drugs;
- g. illnesses/accidents arising from the HIV virus;
- h. use of narcotics and hallucinogens;
- i. no qualification to drive the vehicle in compliance with applicable legal provisions;
- j. attempted suicide or suicide;
- k. aerial sports in general, operating and using hang-gliders and other types of ultra-light aircraft, parachuting, paragliders and similar, bobsledding, acrobatic skiing, ski or water ski jumping, mountaineering with rock and glacier climbing, free climbing, kitesurfing, 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, caving, acts of recklessness, accidents sustained as a consequence of professional, non-amateur sports (including competitions, trials and training).

Journeys made against medical advice or for the purpose of treating a medical condition which had become apparent before departure are also excluded.

**IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY FOR INDIVIDUAL COVER:**

- **MEDICAL RE-ENTRY** The following are excluded:
  - illness or injury that allows you, as assessed by the doctors of the Operations Centre, to continue travelling,
  - illness or injury that can be treated on site,
  - infectious diseases, when transport violates national or international health regulations,
  - discharge from a medical centre or hospital against the advice of doctors, by your own choice or that of your family members. The following are excluded in the event of death
  - expenses for the funeral, for searches for persons and recovery of the body and other expenses that are not related to transport.
  - Transport of the body in places that cannot be easily reached by normal means of transport.

Transport, in compliance with applicable laws, may take place using suitable vehicles (e.g. hearses).

Return to your home is excluded if you are not a resident in Europe and your travel destination is a non-European country.

- **ROADSIDE ASSISTANCE**

The following are also excluded:

- the cost of spare parts and all repair costs;
- costs relating to the use of exceptional vehicles/equipment, when these are indispensable for the recovery of the vehicle;
- the cost of towing, if the vehicle has been involved in an accident or breakdown while travelling outside the public road network or equivalent areas (e.g.: off-road routes).

Tyre punctures and incorrect refuelling are not considered to be a breakdown and/or accident.

**B) MEDICAL EXPENSE COVER**

Claims due to the following are also excluded:

- a. mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- b. pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- c. illnesses that indicate or are the direct consequence of chronic pathological or pre-existing conditions at the start of the trip, with the exception of flare-ups of the same;
- d. attempted suicide or suicide;
- e. accidents arising from the following activities: rock and glacier climbing, acrobatic skiing or water skiing, riding and using bobsleighs, aerial sports in general, operating and using hang gliders and other types of ultra-light aerial vehicles, paragliders and similar, kite surfing, acts of recklessness as well as accidents sustained as a consequence of professional, non-amateur sports (including competitions, trials and training);
- f. organ harvest and/or transplantation;
- g. car, motorbike or motorboat races and related trials and training;
- h. gross negligence;
- i. abuse of alcohol or psychotropic drugs;
- j. illnesses/accidents arising from the HIV virus;
- k. use of narcotics and hallucinogens;

In addition, Europ Assistance will not pay you for:

- all expenses incurred if you have not directly informed Europ Assistance, directly or through third parties, for hospitalisation or treatment at an Emergency Department;
- expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa and weight-loss treatments;
- expenses for dental treatment following a sudden illness;
- the cost of purchasing and repairing eyeglasses, contact lenses;
- expenses for orthopaedic and/or prosthetic devices, following a sudden illness;
- check-ups in Italy for situations resulting from illnesses that began while travelling;
- the costs of transport and/or transfer to the healthcare facility and/or your place of accommodation;
- medical expenses related to health tests for Covid-19 mandated by the destination/departure country upon arrival or before returning to your country of residence.

Journeys made against medical advice or for the purpose of treating a medical condition which had become apparent before departure are also excluded.

**C) BAGGAGE COVER**

- a. The following is not insured under the "Baggage and Personal Effects" Cover:
- b. theft of luggage loaded on a motorbike of any capacity during the trip;
- c. damage to sports equipment during its use;
- d. theft of luggage on board the vehicle.
- e. In addition, the following are not insured:
- f. mobile telephones, MP3 players, personal computers, tablets.
- g. money, cheques, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, samples, catalogues, goods, documents other than an ID card, passport and driving licence;
- h. helmet, professional activities;
- i. goods other than clothing which has been delivered, even together with clothing, to a transport firm, including the air carrier;
- j. the fixed and service accessories of the vehicle (including a removable car radio or CD player).
- k. The following are also excluded from "LATE BAGGAGE DELIVERY" cover:
- l. in the case of late baggage delivery at the airport in the city of departure at the start of your trip;
- m. all costs you incur after receiving your baggage.

#### D) TRIP CANCELLATION COVER

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

- causes other than medical emergencies, which are not foreseeable nor known to the Insured at the time of booking;
- situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, strikes, riots, popular uprisings, acts of terrorism, earthquakes, volcanic eruptions, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;
- the bankruptcy of the Carrier or Agency or Trip Organiser;
- epidemics with pandemic characteristics, of such severity and virulence as to entail high mortality or to require restrictive measures to reduce the risk of transmission to the civilian population, quarantines except if due to Covid-19;
- causes or events that cannot be objectively documented;
- down payments and/or advances that are not justified by tax documents relating to the penalty;
- failure by the Insured to send notification (as per the Article "OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM") prior to the start date of the trip/stay, except in the case of waiver due to the death or hospitalisation for at least 24 consecutive hours (excluding Outpatient Hospital and Emergency Department treatment) of a family member.

The Cover is excluded following events arising from laws and/or Decree-laws issued during Covid-19.

#### E) NEW TRIP COVER

Interruptions of the trip due to the following are also excluded:

- a) mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- b) pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- c) illnesses that indicate or are the direct consequence of chronic pathological or pre-existing conditions at the start of the trip, with the exception of flare-ups of the same.

#### D) EXTENDED STAY COVER IN THE EVENT OF COVID-19

The following is also not insured:

- a) voluntary extension of the trip by the Insured for personal choices not related to the COVID-19 epidemic/pandemic.

The following are not covered:

- a) events for which the Tour Operator must intervene directly in compliance with the obligations arising from the Tourism Code.



Are there limits on cover?

#### Article 11. INTERNATIONAL SANCTIONS

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

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

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

For further details you can visit:

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

Insurance cover is not available in the following countries: **Siria, Corea del Nord, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan** and in the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson**

**Please Note!**

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

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

#### Article 12 - LIMITATIONS OF COVER

##### • TRAVEL LIMITATIONS

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

##### • CONTINUED STAY ABROAD

You may stay abroad for a maximum of 60 consecutive days during the term of this Policy. **You will not be insured for events affecting you after 60 days.**

#### A) ASSISTANCE COVER

##### • LIMITS OF INTERVENTION

Europ Assistance does not provide Benefits/Services in Countries considered to be in a state of declared or de facto war if the state of war has been made public. These are the countries listed on <https://www.europassistance.it/paesi-in-stato-di-belligeranza> with a danger rating of 4.0 or higher.

In addition, Europ Assistance cannot provide the services/benefits in countries where local or international authorities do not permit intervention in situ, even if there is no risk of war.

##### • LIMITS ON THE PROVISION OF BENEFITS/SERVICES

Assistance will be provided up to three times per insured, for each type within the trip duration.

- **LIMITATION OF LIABILITY**

Europ Assistance will not pay for damage:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- as a result of any other fortuitous and unpredictable circumstances.

Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.

**B) MEDICAL EXPENSE REIMBURSEMENT COVER**

- **DEDUCTIBLE**

Europ Assistance applies a deductible **only when you are not hospitalised and in cases of reimbursement**. The total deductible is **Euro 35.00**.

**C) BAGGAGE COVER**

- **COINSURANCE**

Europ Assistance applies 50% coinsurance if:

- if your entire vehicle has been stolen with your baggage in it,
- the luggage contained in the compartment of the vehicle which you have properly locked has been burgled; The luggage must not be seen from the outside;
- if the things you put in your tent are stolen. However, you must be in a properly equipped and authorised campsite.

**D) TRIP CANCELLATION COVER**

- **COINSURANCE**

The cover includes the following coinsurance:

- 0% in the case of hospitalisation, death and in the case of cancellation due to Covid-19 certified by a positive swab;
- 15% of the penalty amount if you forego and/or change the trip for reasons other than hospitalisation or death.

If the penalty is higher than the maximum amount covered, the coinsurance is calculated on the basis of the latter.

**Example of the deductible:**

if the agreed deductible is a fixed sum of €50.00:

costs of less than Euro 50.00 will not be compensated/reimbursed

expenses in excess of Euro 50.00 will be reimbursed with a deduction of Euro 50.00 (subject to the limits of liability indicated).

Specialist examination	€150.00
Deductible	€50.00
Reimbursement	€100.00

**Example of the coinsurance:**

amount of the estimated damage

Euro 100,00

15% coinsurance

Euro 15,00

damage that may be compensated/reimbursed up to the limits

Euro 85,00 (Euro 100,00 – Euro 15,00)

**SECTION III - OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE**



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

**Article 13 - OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM**

**FOR ALL COVER OTHER THAN ASSISTANCE**

You must report the claim in the following ways:

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

or

- by writing a registered letter with return receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are making the claim) - Via del Mulino, 4 – 20057 Assago (MI)**.

You must provide the following data/documents:

- your name, surname and address
- your telephone number;
- Your Europ Assistance card number and the case number;
- the circumstances of the event;
- the date of the event;
- the place where you or the persons who caused the accident can be found.

**The times for reporting a claim are indicated in each type of cover**

You must report the claim in the following ways:

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

or

- by writing a registered letter with return receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are making the claim) - Via del Mulino, 4 – 20057 Assago (MI).**

You must provide the following data/documents:

- your name, surname and address
- your telephone number;
- Your Europ Assistance card number and the case number;
- the circumstances of the event;
- the date of the event;
- the place where you or the persons who caused the accident can be found.

**The times for reporting a claim are indicated in each type of cover.**

**IN ADDITION, YOU MUST PROVIDE OTHER INFORMATION/DOCUMENTS FOR EACH TYPE OF COVER, AS FOLLOWS:**

#### **A) ASSISTANCE COVER**

Call immediately and always the Europ Assistance Operations Centre at the number::

**- 02.58.24.05.29 (calls from Italy and abroad).**

The Operations Centre is open 365 days a year, 24 hours a day.

**Do not do anything without first contacting the Operations Centre.**

**In an emergency, call the Emergency Service if you do not contact Europ Assistance, the same will not guarantee the benefits. Article 1915 of the Italian Civil Code applies.**

#### **B) MEDICAL EXPENSE COVER**

In case of an Event, you must immediately call the Operations Centre on:

**- 02.58.24.05.29 (calls from Italy and abroad).**

You must file a claim **within sixty days from when the event occurred.**

You must send the following data/documents:

- a first aid certificate issued at the scene of the accident stating the pathology or the medical diagnosis and certifying the type and manner of the injury;
- a true copy of the original of medical records, if you have been hospitalised;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- medical prescription for the purchase of medicines with the original receipts for the medicines purchased;
- COVID-19 test results;

#### **C) BAGGAGE COVER**

##### **WHAT TO DO IN THE EVENT OF PROBLEMS WITH YOUR BAGGAGE**

You must remember that

- in the event of theft/loss, you must immediately file a report with the competent public authorities of the place where the event occurred and keep a certified copy for Europ Assistance;
- send a written complaint to the hotelier or carrier or other party responsible for the damage;
- if the carrier is liable, file a complaint in accordance with the procedures indicated by the carrier at the time of the event;
- within 60 days from the occurrence of the event, file a claim with Europ Assistance by accessing the portal <https://sinistrionline.europassistance.it> or using the alternative methods indicated below

It is important to keep all the documents to give to Europ Assistance together with the claim and to carefully read the procedures indicated.

You must file the claim **within sixty days of the event occurring and** send the following data/documents:

The following is not insured under "Baggage" cover:

- copy of the travel tickets or details of the stay;
- an authenticated copy of the report with the approval of the Police Authority of the place where the event occurred;
- the circumstances of the event;
- the list of lost or stolen items, their value and date of purchase;
- the names of the Insured Person who suffered the damage;
- a copy of the letter of complaint submitted to the hotelier or carrier responsible for the damage;
- proof of the costs of re-documentation, if incurred;
- copies of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts, proving the value of damaged or stolen goods and their purchase date;
- a repair invoice or declaration of non-repair for the damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the field.

Only in the event of non-delivery and/or damage to all the baggage handed over to the carrier, the claim for reimbursement must have the following attached:

- a copy of the report made immediately at the office specifically overseeing claims for lost baggage;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

For "Late Baggage Delivery" cover, you must send the following data/documents:

- a declaration from the airport operator or carrier company stating that the baggage was delayed for more than 12 hours and the time of delivery;

- copies of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts, proving the value of the purchased goods;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

#### D) TRIP CANCELLATION COVER

In the event of a Claim, you must notify the trip organiser or agent or the carrier of the formal waiver of or change to the Trip and you must **file a claim no later than 5 days from when the event causing the cancellation occurred and in any case before the date of commencement of the Trip if the 5-day deadline is after the date of commencement of the Trip.**

If the waiver and/or change of the trip is due to illness and/or an accident, you must also indicate in your claim:

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

No later than 15 days from making the above claim, you must send the following documents to Europ Assistance Italia S.p.A.:

- a copy of your Europ Assistance card;
- original copies of documentation objectively proving the cause of the waiver/amendment;
- documentation certifying the link between you and any other person that caused the waiver;
- in the case of illness or accident, a medical certificate stating the date of onset of the illness or the date of the accident, the specific diagnosis and the days of prognosis;
- in the case of hospitalisation, a true copy of the original of the medical record;
- in the event of death, the death certificate;
- the trip registration form or a similar document;
- travel or rental payment receipts (advance, balance, penalty);
- the booking confirmation statement issued by the Organisation;
- the invoice for the charged penalty, issued by the Policyholder and Organisation;
- a copy of the cancelled ticket;
- the trip schedule and regulations;
- travel documents (visits, etc.);
- travel confirmation agreement.

In the case of a penalty charged by the air carrier/shipping company:

- confirmation of purchase of the ticket or a similar document, or payment receipt;
- copy of the cancelled air/ferry ticket, indicating the amounts charged to the customer.

In the case of cancellation due to COVID-19:

- COVID-19 test results;
- certified by the Hospital where you were admitted for COVID-19.

#### E) NEW TRIP COVER

You must file a claim within sixty days from when the event occurred.

You must send the following documentation:

- the reason for interrupting your trip;
- the trip schedule;
- date of return;
- travel payment certification;
- the booking confirmation statement issued by the Organisation/Travel Agency;
- in the event of Covid-19, the Covid-19 test results;
- a true copy of the original of medical records, if you have been hospitalised.

#### F) EXTENDED STAY COVER IN THE EVENT OF COVID-19

You must file a claim **within sixty days from when the event occurred.**

You must send the following documentation:

- documentation proving the duration of the extension of your trip,
- COVID-19 test results;
- hotel/accommodation receipts proving the additional expenses incurred for the extension of your trip
- a declaration from the airport stating that it is impossible to leave.

#### G) HOSPITALISATION COVER

You must file a claim within sixty days from when the event occurred.

You must send the following documentation:

- the discharge certificate from the hospital where you were admitted for COVID-19 and its variants stating the reason and duration of hospitalisation.

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

**Europ Assistance may ask you for other documents needed to assess the claim.**

**You are obliged to give them.**

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

**This is established by Article 1915 of the Italian Civil Code.**

**Article 1915 of the Italian Civil Code:** the article explains what happens to the insured if they do not report the claim to their insurer in time.

The insurer is required to compensate the insured for an amount equal to the damage sustained by the insured.

If the insured deliberately behaves in such a way as to cause or aggravate the damage, the insurer may not pay for said.

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

#### ARTICLE 14 CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE

##### • PAYMENT OF COMPENSATION

For all Covers except Assistance, after receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the Compensation/Allowance/Reimbursement owing to you and notify you.

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

**In the event of death before Europ Assistance has paid the compensation/Allowance/reimbursement, your heirs shall be entitled to the payment owed, only if they can prove the existence of the right to the compensation/Allowance/reimbursement by giving Europ Assistance the documentation required under the Article "Obligations of the Insured in the event of a Claim".**

**C) BAGGAGE COVER**

**• CRITERIA**

In the event that a carrier/hotel is responsible for the damage to your Baggage, Europ Assistance will pay you, up to the limit of liability provided for in the Policy, integrating the portion already reimbursed by the carrier/hotel responsible for the event.

In the case of items purchased no more than three months prior to the event, the reimbursement will be made based on the purchase value, if proven by the relevant documentation. In the case of items purchased more than three months prior to the event, the deterioration in use of the item will be taken into account.

In the event of breakage, the cost of the repair will be reimbursed on presentation of an invoice.

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

**D) TRIP OR RENTAL CANCELLATION COVERGARANZIA SPESE DI ANNULLAMENTO VIAGGIO O LOCAZIONE**

**• CRITERIA**

The calculation of the reimbursement of the penalty shall be equivalent to the percentages existing on the date on which the claim occurred (Article 1914 of the Italian Civil Code). Therefore, in the event that the stay is cancelled after the claim, any increased penalty remains the responsibility of the insured person.

In the event of illness or injury, Europ Assistance may send a doctor to certify that your condition is such that you cannot participate in the trip.

**E) NEW TRIP COVER**

**• CRITERIA**

Europ Assistance will calculate the daily value of the trip by subdividing the total declared/paid value taking into account the stay only, by the number of days originally planned and will pay for the remaining days not taken. You must pay for the registration fee.

Europ Assistance will reimburse you for days not used starting from:

- the day of admission because of the COVID-19 epidemic/pandemic;

- day when you learn of the positive Covid-19 swab, which starts the forced quarantine.

The day of the trip is interrupted and the day of the planned return at the beginning of the trip are considered as a single day.

**HOW TO CONTACT EUROP ASSISTANCE**

To request assistance and for the payment of medical expenses, you must call the following numbers:

**- 02.58.24.05.29**(calls from Italy and abroad).

**IMPORTANT: do not take any initiative without first consulting the Operations Centre**

If you are unable to telephone, you may send:

- a fax to the number 02.58.47.72.01

or

- a notice to the email address: [sanitario@europassistance.it](mailto:sanitario@europassistance.it)

the Operations Centre of Europ Assistance is available to answer calls 24 hours a day, to intervene or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

**You can also contact Europ Assistance by clicking on the link: <https://markando.quickassistance.it> or scan the QR code with your smartphone:**



**Europ Assistance must process your personal data in order to provide the Cover indicated in the Terms and Conditions of Insurance and, as stated in Regulation (EU) 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By telephoning or writing to Europ Assistance, you freely give your consent to the processing of your personal data relating to your health as indicated in the privacy notice you received.**

**For information on the Policy, you can call the Toll-Free Number 800-013529 from Italy, Mondays to Saturdays, excluding public holidays, from 8.00 to 20.00.**

**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)



#### 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 no. 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:

- indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;
- indicate 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.

- **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);
- **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 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 ([at http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## INFORMATIVA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## INFORMATIVA PRIVACY

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

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

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

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

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

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

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

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

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

you can write at any time to:

Data Protection Office (Ufficio Protezione Dati) - Europ Assistance Italia SpA - Via del Mulino, 4 - 20057 Assago (MI)  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

### Changes and updates to the Notice

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

## ANNEX A - GLOSSARY

### Insured Person:

- the natural person residing in one of the countries of the European Union or in Switzerland, who has purchased a tourist package/service from the Policyholder;
- the natural person resident in one of the countries outside the European Union who has purchased a tourist package from the Policyholder with a destination exclusively in a country of the European Union or Switzerland.

(whom we address on a first-name basis).

**Baggage damage:** is damage to baggage during navigation or flight.

**Baggage:** Baggage means: the suitcase, bag and backpack you take with you when travelling and the contents.

**Terms and Conditions of Insurance:** Policy clauses containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured and of Europ Assistance.

**Contracting Party:** **HOTELTURIST SPA-VIA EGIDIO FORCELLINI 150- 35128 - Padova (PD)- P.IVA 01047360910** which underwrites the policy in favour of third parties and assumes the related charges.

**Travelling Companion:** the person travelling with you and insured under this policy.

**Indirect consequence:** any situation not attributable to testing positive for COVID-19 that affects you and/or your family members/travelling companions.

**Europ Assistance: the insurance company,** Europ Assistance Italia S.p.A. Via del Mulino no. 4 – 20057 Assago (MI), Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993– registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Family Members:** the spouse, children, parents, siblings, brothers/sisters-in-law, grandparents, grandchildren, nieces, PARENTS-IN-LAW nephews and all others living with the insured party as long as such is proven by a valid personal data certificate

**Deductible:** the amount remaining payable by the Insured when the claim is settled.

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

**Fault:** damage to the vehicle due to wear and tear, defects, breakage or failure of its parts such as to make it impossible for you to use it under normal conditions.

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

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

**Healthcare Facility:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. **Spas, convalescent and residential homes, and dietary and beauty clinics are not considered to be healthcare facilities.**

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

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

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

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

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

**Policy:** the insurance contract that establishes the rights and obligations between Europ Assistance and the Policyholder/Insured Person.

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

**Benefit/Service:** assistance provided in kind, i.e., the help that must be provided to the Insured, at the time of need, by Europ Assistance through the Operations Centre.

**Residence:** the place where you live as indicated in your registry office certificate.

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

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

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

**Coinsurance:** the part of the amount of the loss/damage, declared as a percentage, which must be borne by you with a minimum expressed as an absolute value.

**Medical/pharmaceutical/hospital expenses:** are understood to be the costs of surgery (fees of the surgeon, assistants and anaesthetist, operating theatre and operating equipment charges) and healthcare costs (hospital charges, specialist medical advice, medicines, tests and diagnostics).

Hospitalisation fees indicate the cost of a day's stay at the Healthcare Facility. The cost also includes medical and nursing care.

**Operations Centre:** the centre of Europ Assistance Italia S.p.A. - Via del Mulino n. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, every day of the year, providing telephone contact with the Insured, and the organisation and delivery of the Assistance provided for in the Terms of Insurance.

**Vehicle:** pursuant to Articles 47 and following of the New Highway Code, a vehicle is understood to be a vehicle for own use with a gross laden weight of up to 3.5 tonnes with an Italian number plate and specifically:

- a car
- trailers (with trailer; caravans) towed by cars;
- motor caravans and motorhomes requiring a B licence to drive;
- a motorcycle.

**Carrier:** aircraft, touring bus, train, ship.

**Trip/travel:** travel for tourism purposes.

In the case of travel by plane, train, coach or ship, this means the stage from the station of departure (airport, port or railway station) of the journey to the station of arrival. In the case of travel by car or other means other than ship, plane or coach, this means any location more than 50 km from the place of residence in Italy of the Insured Person. For Vehicle Assistance only, no per-kilometre deductible applies.