

# “SPIAGGIADORO SRL”

Stipulated pursuant to article 1891 of the Italian Civil Code between:



Europ Assistance Italia S.p.A.



**Europ Assistance Italia S.p.A.** having its registered office in Piazza Trento 8, Milan – 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. 100,108 – 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.

(hereinafter referred to as Europ Assistance) and

**Contracting Party: SPIAGGIADORO Srl**- Piazza della Libertà - 09043 MURAUVERA (CA) - VAT no. 01915820920 in the favour of the customers of the Contracting Party (hereinafter referred to as the “Insured Parties”), thereby meaning the Insured Parties in accordance with Art. 1891 of the Italian Civil Code (hereinafter referred to as the “Contracting Party”)

Version 17.12.2020



## INSURANCE CONDITIONS

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### 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.- LAW GOVERNING THE POLICY AND JURISDICTION

The Insurance Conditions are regulated by the Italian law. Italian law shall apply to all the matters not specifically written in these Insurance Conditions and for all the rules of jurisdiction and/or competence of the court.

#### Art.3.- TIME LIMITS

**All your claims against Europ Assistance are time-barred to two years of the date of the Claim. In civil liability insurance, the two years commence from the day on which the injured party sued you or asked you for compensation. In this case, Art. 2952 of the Italian Civil Code applies. If a claim is filed, you are required to interrupt the time limit in writing.**

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

#### Art.4.- PAYMENT CURRENCY

In Italy, you receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the reimbursement by converting the amount of expenses you have had into Euro. Europ Assistance calculates the compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

#### Art. 5. - PROFESSIONAL SECRECY

You must release all physicians needing to examine your state of health from their obligation of professional secrecy with regards to Europ Assistance.

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

**Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the Data Processing Disclosure and to obtain their written consent to the processing of their health-related data for insurance purposes. You may use the following consent formula: “I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the policy by Europ Assistance Italia and the subjects indicated in the Disclosure.”**

### SECTION I – DESCRIPTION OF COVER



### What is insured?

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

##### A) ASSISTANCE COVER

##### ASSISTANCE DURING TRAVEL (ONLY IN THE EVENT OF ILLNESS AND/OR INJURY DURING TRAVEL)

###### • MEDICAL CONSULTATION

If you become ill and/or suffer an injury while travelling, you can request a medical opinion over the telephone.

The physicians will use the information you give them to assess your health.

**This opinion is not a diagnosis.**

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

###### • SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY

You can request this provision only after having had a MEDICAL CONSULTATION. If you are in Italy and need a medical check-up or ambulance, the Organisational Structure sends an authorised chosen physician to your domicile, where you are lodging during travel.

When no physician can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

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

*The provision can be supplied during the following hours:*

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day.

###### • INDICATION OF A SPECIALISED PHYSICIAN ABROAD

You can request this provision only after having had a MEDICAL CONSULTATION. If you are abroad and want to know who your nearest physician is for a specialist appointment, the Organisational Structure will provide you with the physician's name, subject to local availability.

###### • RETURN FOR HEALTH REASONS

You may request a Return for Health Reasons when, after an injury and/or sudden illness, the Organisational Structure doctors, together with the doctors in situ, decide that you can be transferred

- to an equipped Healthcare Institute in the place where you are located

or

- to an equipped Healthcare Institute in the place where you have your residence

or

- to your place of residence.

**The final decision is in any case that taken by the Organisational Structure doctors.**

Europ Assistance organises and pays for your return for health reasons in the most appropriate time and manner.

The transport means are:

- medical aeroplane; which is used, when available, only if you reside in Italy and when the injury takes place in a European country or country of the Mediterranean Basin.

- economy class flight, including with a seat for a stretcher if you need to lie down;

- first class train, with sleeper if necessary;

- ambulance.

The Organisational Structure also provides medical or nursing care during return travel if your physicians consider it necessary.

You can request transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat your illness, when you are hospitalised at a local structure that is inadequate to treat your pathology, the Organisational Structure will arrange the transfer, in the way and within the time considered most appropriate by the physicians of the Organisational Structure, after consulting with the attending physician.

In this case, Europ Assistance will pay for the costs in your stead, **up to a maximum of Euro 7,500.00.**

Europ Assistance may ask you for your unused return travel ticket.

In the event of death, the Organisational Structure will arrange for transport of the body to the place of burial in the country of residence or nearest international airport. **The final decision is in any case that taken by the Organisational Structure. Europ Assistance only pays for the costs for transporting the body.**

- **RETURN WITH AN INSURED FAMILY MEMBER**

If, in organising the provision of a "Return for Health Reasons", the Organisational Structure's physicians should not believe that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany you to the place of hospitalisation or your residence, the Organisational Structure will also arrange for the family member to return, using the same means as you. Europ Assistance shall have the right to request any travel tickets not used for the return of the family member. **Europ Assistance will pay only the costs of the ticket for your insured family member's return, in your place.**

- **RETURN OF OTHER INSURED PARTIES**

*You can only request the Return of other Insured Parties following a "RETURN FOR HEALTH REASONS".*

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

All costs for the tickets will be paid by Europ Assistance up to a maximum of Euro 200.00 per insured person.

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

- **TRAVEL OF A FAMILY MEMBER**

You may ask for a family member to reach you if you are hospitalised during travel in a Healthcare Institute for more than 7 days and need their help.

The Organisational Structure will book a ticket for your family member resident in Italy to reach you, so that they can be with you.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

- **ACCOMPANIMENT OF CHILDREN**

You can ask that children aged under 15 travelling with you are accompanied if you are injured or ill or if, for reasons beyond your control, you are unable to take care of them.

The Organisational Structure will book a return ticket for a family member. This return ticket serves to reach the children and take them back to their place of residence.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

- **RETURN OF THE CONVALESCENT INSURED PARTY**

You may ask to return to your residence if you are convalescent after an injury or illness and cannot use the means you had initially envisaged for your return.

The Organisational Structure will book a ticket for you.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

Europ Assistance may ask you for your unused return travel ticket.

- **EXTENSION OF THE STAY**

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

**Europ Assistance will pay for the room and breakfast costs for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured Insured Party.**

- **INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD**

*(the provision only applies to residents in Italy)*

You can request information about the medicinal products when you are abroad and fall ill and/or become injured and need information on proprietary medicines that are validly registered in Italy; in this case, the Organisational Structure will let you know which medicinal products coincide, if such exist, and are available locally.

- **INTERPRETER AVAILABLE ABROAD**

You can ask for an interpreter if you are hospitalized in a Healthcare Institute abroad and have difficulty communicating with the doctors, **because** you do not speak the local language.

The Organisational Structure will send an interpreter to the hospital for daily discussions with the Healthcare Institute physicians.

**Europ Assistance pays the costs of the Interpreter up to a maximum of 8 working hours.**

- **ADVANCE OF EMERGENCY EXPENSES**

*(the provision only applies to residents in Italy)*

You can have an advance on emergency expenses if you have suffered:

- An injury
  - An illness
  - theft, robbery, bag-snatching or failure to deliver your luggage
- or have had to pay for unforeseen costs you cannot afford.

The Organisational Structure will advance payment of the invoices for you, in situ, **up to a maximum of Euro 5,000.00.**

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

The Organisational Structure will guarantee you an Advance of Emergency Expenses if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

**Please note:**

*You will need to repay the full amount advanced within a month of the date of the advance.*

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

- **EARLY RETURN**

You can request an early return, ahead of schedule. This applies when a result of the death or hospitalisation with imminent life-threatening emergency involving one of the following family members: spouse/live-in companion more uxorio, son/daughter, brother, sister, parent, mother/father-in-law, son/daughter-in-law.

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

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket for you to allow you to reach the place of burial or where your family member is hospitalised.**

If you are travelling with a child, the Organisational Structure will bring both back, as long as the child is also insured.

If you are travelling with a vehicle and cannot use it to return early, the Organisational Structure will also provide you with a ticket to head back and collect it on a later date.

*You will need to send Europ Assistance the death certificate or documents proving the hospitalization for a life-threatening emergency of your family member within 15 days of the event that required you to return early.*

- **ADVANCE OF CRIMINAL BAIL ABROAD**

*(the provision only applies to residents in Italy)*

**You can request the advance of criminal bail if you are abroad and have been arrested or threatened with arrest and need to pay criminal bail to be restored to freedom.**

The Organisational Structure will advance payment of bail for you, directly in situ, **up to a total maximum value of Euro 15,000.00.**

**Under no circumstances will Europ Assistance pay more than Euro 15,000.00. The provision shall apply when you can provide an economic guarantee.**

The Organisational Structure will guarantee you an Advance of Criminal Bail if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

**Please note:**

*You will need to repay the full amount advanced within a month of the date of the advance.*

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

- **INDICATION OF A LAWYER ABROAD**

You may ask for the indication of a lawyer if you are arrested or risk being arrested abroad.

The Organisational Structure will indicate the lawyer to you in accordance with local rules and availability. This applies in countries where Europ Assistance has branches or representatives.

**This is an indication of a name only; you will pay for the costs of the lawyer.**

- **SENDING OF URGENT MESSAGES**

You can ask to send a message when, due to an illness and/or injury, you are unable to deliver urgent messages to people resident in Italy; in this case, the Organisational Structure will arrange for the notification of the message to the addressee.

The Organisational Structure is not responsible for the messages sent.

## VEHICLE ASSISTANCE

- **ROADSIDE ASSISTANCE SERVICE**

If, during travel, the vehicle in which you are travelling stops due to a failure and/or accident and can no longer move, call the Organisational Structure.

The Organisational Structure will send you where you stopped a roadside assistance vehicle.

The breakdown truck transports the vehicle from the location of the stop:

- to the nearest Authorised Europ Assistance Centre;
- to the nearest customers service workshop of the relevant Manufacturer or the nearest mechanic;
- to a place you indicate, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

**Europ Assistance shall pay the cost of towing the vehicle to any of the destinations listed above and/or within the distance envisaged, per claim, in your place.**

**Please note! Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.**

- **RECOVERY**

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

- due to a flat battery or failure to start in general

- if you have lost the keys or they have broken
- due to a puncture,

call the Organisational Structure.

The Organisational Structure will send you a roadside assistance vehicle. If possible, the assistance vehicle will repair the vehicle in situ.

Europ Assistance **will pay, in your place**, the rescue expenses as long as the supplier is **within 20 km of the place where the vehicle has stopped**. If not, the "Roadside Assistance" service shall apply.

#### ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME

##### MEDICALCONSULTATION

When a Family Member who has remained at home, becomes ill or injured and needs to have their health assessed, they can call the Organisational Structure physicians and ask for a telephone consult.

The Family Member shall inform the Organisational Structure of the reason for the request and provide a contact telephone number.

**This opinion is not a diagnosis.**

##### SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY

You can only request this provision when a MEDICAL CONSULT has been requested for your family member.

If you are in Italy and a Family Member needs a medical check-up or an ambulance, the Organisational Structure sends a chosen and affiliated physician to your home. When no physician can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

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

*The provision can be supplied during the following hours:*

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day.

#### PET ASSISTANCE

##### MEDICAL PROVISIONS ONLY IN THE EVENT OF ILLNESS AND/OR INJURY OF YOUR PET

You may request **each of the provisions listed during the term of the Policy and ONLY WHILE YOU ARE TRAVELLING.**

##### VETERINARY CONSULTATION

If your pet becomes ill and/or suffers an injury while travelling, you can request a veterinary opinion over the telephone.

The veterinary surgeons will use the information you give them to assess your pet health.

**This opinion is not a diagnosis.**

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

##### PET SITTER DISPATCH

If an injury or illness causes you to be admitted to hospital for at least 1 night and, during the 15 days following discharge, you are unable to look after your pet, the Organisational Structure will look for a pet sitter and send them to your home.

You can request this service 7 days a week, from 9 am to 6 pm.

Europ Assistance will pay, on your behalf, the costs of the pet sitter **up to a maximum of 5 days for 1 hour per day.**

##### Validity

*Ask Europ Assistance for this service, 3 days prior to its supply.*

##### INDICATION OF VETERINARY CLINICS/ CENTRES IN ITALY

The service will be operative from Monday to Friday from 9 am to 6 pm, excluding midweek public holidays

If, while travelling, your pet becomes ill and/or has an accident and you need an indication of veterinary clinics or centres in Italy, you can call the Organisational Structure, which will notify you of your nearest veterinary centre.

You can request this service from Monday to Friday from 9 am to 6 pm, excluding midweek public holidays.

#### B) MEDICAL EXPENSES COVER

If you become suddenly ill and/or are injured during travel, Europ Assistance will pay, in your place, for any urgent Medical/Pharmaceutical/Hospital Expenses that cannot be deferred, incurred in the place of the claim during travel.

**Europ Assistance pays the costs in your place if the Organisational Structure believes that it is technically-practically feasible to proceed. If not, Europ Assistance will reimburse these costs at the same conditions, without applying an excess charge.**

Europ Assistance will pay for or reimburse you the medical expenses, **per Insured Party and per claim:**

- up to a maximum of Euro 1,000.00 for travel in Italy
- up to a maximum of Euro 5,000.00 for travel in Europe/ worldwide.

##### If you have been hospitalised

- until your discharge from the Healthcare Institute or
- until the Europ Assistance doctors believe you can return totally.

##### If you have not been hospitalised,

- only the expenses you incurred during the policy term and that the Organisational Structure has authorised for you.

If, during travel, you become ill in connection with the COVID-19 epidemic/pandemic, having tested positive for such, Europ Assistance pays (if technically-practically feasible) or reimburses you for medical costs **up to a maximum of Euro 1,000.00.**

**Europ Assistance will pay you up to the above maximum amount:**

- fees for staying in the Healthcare Institute prescribed by the doctor **up to Euro 250.00 per day per Insured Party.**
- Expenses for urgent dental treatment that cannot be postponed, following an injury that took place during travel **up to the limit of Euro 250.00 per insured party;**
- Only in the **case of injury**, the expenses for prosthesis repair **up to the limit of Euro 250.00 per Insured Party**
- costs for search and rescue **of up to Euro 500.00 per claim in Italy, the Republic of San Marino, or the Vatican State City and Euro 2,500.00 per claim abroad.**
- Only in the **case of injury**, the expenses for the treatment received when you return to your place of residence, **within 45 days of the injury and up to the limit of Euro 500.00.**

**Please note!**

**For this cover, an excess charge applies. See Art. "Limitations of Cover" of Section II**

#### C) TRAVEL OR RENTAL CANCELLATION COSTS COVER

You can request travel or rental cancellation costs cover when you need to cancel or alter the trip booked, for reasons or events that are **objectively able to be documented, unexpected and not known to you at the time of confirming travel**, affecting:

- you and/or your family members directly;
- your partner/joint-owner of the associated firm/business directly;

You can also request travel or rental cancellation costs cover when needing to cancel travel booked upon testing positive to COVID-19, as certified by positive tests affecting:

- you and/or your live-in family members directly;
- your travel companion directly.

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you
- and, as long as they are insured and registered in the same booking:
- to your family members;
- to one of your travel companions.

If several Insured Parties are registered to travel together at the same time, and none are members of your family unit, you shall specify only one person as "travel companion".

Europ Assistance will reimburse the full amount of the penalty charged, **up to the limit to liability envisaged in the contract with the travel organisation or specified by the Tour Operator in its catalogues. The reimbursement shall not exceed Euro 7,000.00 per Insured Party.**

If multiple insured parties registered for travel together should simultaneously cancel the trip, Europ Assistance reimburses the penalty out up to the amount by the sum of the limits to liability insured per person, **with the total maximum of Euro 15,000.00 per claim.**

**Europ Assistance does not reimburse:**

- booking handling costs;
- agency fees,
- travel registration fees

**Please note!**

**This cover envisages a Percentage Excess charge. See the Article "Limitations of Cover" in Section II.**

**The Percentage Excess does not apply:**

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding day hospital and accident and emergency)
- in the event of death.

#### D) VETERINARY EXPENSES REIMBURSEMENT COVER DURING TRAVEL

The following cover **applies to animals with a duly updated veterinary health card**. Your insured animals **must have all vaccines and boosters** required by the law in accordance with local rules and regulations and **must have a microchip**.

The costs of **surgery** and all other **therapeutic treatment can be reimbursed** as long as **carried out or prescribed by a veterinary surgeon** authorised to act professionally in accordance with current provisions of law.

If, due to illness or injury, your pet needs to have a check-up, examination, analysis, diagnostic test, urgent surgery that is necessary and cannot be postponed, carried out by a local veterinary surgeon, Europ Assistance will reimburse the expenses incurred **up to a maximum of Euro 200.00 per claim and per insurance year.**

**Please note!**

**This Cover includes an Excess Charge. See Article "Limitations of Cover" of Section II**



#### Where is the cover valid?

#### Art.8.- TERRITORIAL SCOPE

These are the Countries where the claim takes place and for which cover can be requested.

These are divided up into three groups:

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

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

**C) all Countries throughout the world.**

VEHICLE ASSISTANCE SERVICES are supplied in:

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



#### When does cover start and end?

#### Art.9.- START DATE AND TERM

Cover is effective from the trip/stay start date to its end.

**Maximum cover duration in the period of validity of the cover is 30 consecutive days.**

The travel or rental cancellation costs cover runs from the date on which Travel is booked, until the date on which Travel starts. Travel starts at: airport check-in, or, if checked-in early, upon passing the embarkation controls, or for rental, the start date of the stay.

Vehicle assistance services start from the 48 hours prior to check-in and expire upon check-in at the structure booked or departure station. Subsequently, they are effective from the date of check-out until the Insured Party returns home and, in any case, within 48 hours.

Assistance services to family members staying at home, shall run from the start date of your travel/stay and shall remain in force until its end.

## SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

#### Art. 10. - EXCLUSIONS

##### • GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- wilful misconduct or gross negligence except as indicated in the individual cover;
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

All travel undertaken to participate in contests/competitions involving extreme activities, is excluded, as is business travel.

**EXCLUDED COUNTRIES:** Travel is not insured in the following countries: Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

##### • EXCLUSIONS FROM INDIVIDUAL COVER

For ASSISTANCE COVER, claims consequent to the following are also excluded:

- automotive, motorcycle or motor boat races and related tests and training;
- mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive

forms and related consequences/complications; c. illnesses depending on pregnancies beyond the 26th week of gestation and

- post-partum;
- illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- removal and/or transplant of organs;
- abuse of alcohol or psychological drugs;
- illness/injury deriving from the HIV virus;
- use of mind-altering and hallucinogenic substances;
- not being authorised to drive the vehicle in accordance with applicable law provisions;
- attempted suicide or suicide;
- air sports in general, the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, paragliding and similar, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of bravado, injuries suffered as a consequence of professional sports or sports played in any case in a non-amateur manner (including competitions, races, trials and training);
- epidemics or pandemics on the basis of that declared by the World Health Organisation;
- anything else not specifically indicated in the individual covers.

#### THE FOLLOWING EXCLUSIONS ALSO APPLY TO THE INDIVIDUAL PROVISIONS:

##### • RETURN FOR HEALTH REASONS

The following are excluded:

- illness or injury that the Organisational Structure physicians consider does not prevent you from continuing your travel,
- illness or injury that can be treated on site,
- infectious diseases, when transport does not comply with national or international medical standards,
- discharge from the medical centre or hospital against the physicians' advice, for your own choice or that of your family members.

In the event of death, the following are excluded:

- costs for the funeral, to search for missing persons, recovery of the body and other costs not relating to transport;
- the transport of the body to places inaccessible to normal means of transport.

Transport, always in compliance with current provisions of Law, can be made using vehicles suitable for funeral transport (e.g. funeral cars).

Return to the place of residence is excluded if you do not reside in Europe and your travel is to a non-European country.

##### • ROADSIDE ASSISTANCE SERVICE

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.

##### RECOVERY

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

PET COVER also excludes claims due to or caused by:

- misconduct or negligence by yourself, your family members or any other relative or equivalent living with you, as well as by any persons to whom the animal has been entrusted for which insurance is given;
- participation in hunting, sports competitions and similar, exhibitions, shows, trials and dog/cat contests as well as any professional use of the animal;
- use of the animal in breach of current legislation, specifically mistreatment, organised combat and prohibited events;
- injury or illness arising before the policy start date;
- anything else not specifically indicated in the individual items of cover.

In addition, the MEDICAL EXPENSES COVER does not cover claims due to:

- mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;

illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;

- type of pathology linked to the reproductive system;
- c. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
  - d. injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
  - e. removal and/or transplant of organs;
  - f. automotive, motorcycle or motor boat races and related tests and training;
  - g. gross negligence;
  - h. abuse of alcohol or psychological drugs;
  - i. illness/injury deriving from the HIV virus;
  - j. use of mind-altering and hallucinogenic substances;
  - k. attempted suicide or suicide;
  - l. epidemics or pandemics on the basis of that declared by the World Health Organisation, except for COVID-19;
  - d. the cover does not include expenses due or attributable to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination;
  - m. anything else not specifically indicated in the "Medical Expenses" cover.
- Europ Assistance will also not pay you for:
- all the expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
  - expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
  - dental care expenses following sudden illness;
  - costs for the purchase and repair of spectacles and contact lenses;
  - orthopaedic and/or prosthetic device expenses following sudden illness;
  - check-ups in Italy for situations consequent to illnesses that began during travel;
  - transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation.

For TRAVEL CANCELLATION COSTS COVER, you are not insured if cancellation depends on or is caused by:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/ complications;
- c. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;
- d. injury, illness or death that occurs before the scheduled confirmation of travel;
- e. consequences and/or complications of injuries that took place prior to confirming the travel;
- f. bankruptcy of the Carrier or Travel Agency or Organiser;
- g. epidemics classed as pandemics, of such a severity and virulence as to cause a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine, except for COVID-19;
- h. deposits and/or advances that are not justified by penalty tax documents;
- i. in the event of delayed arrival, no-show;
- j. failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the travel/ stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident and Emergency) of a family member.

In addition, the REIMBURSEMENT COVER FOR VETERINARY EXPENSE INCURRED DURING TRAVEL does not cover claims due to:

- a. misconduct or negligence by yourself, your family members or any other relative or equivalent living with you, as well as by any persons to whom the animal has been entrusted for which insurance is given;
- b. transport not carried out using wheeled land vehicles and/or trains, ships or aircraft specifically equipped for such and compliant with the provisions of the law;
- c. participation in hunting, sports competitions and similar, exhibitions, shows, trials and dog/cat contests as well as any professional use of the animal, with the exception of guide dogs for the blind;
- d. use of the animal in breach of current legislation, specifically mistreatment, organised combat and prohibited events;
- e. injury or illness arising before the policy start date;
- f. anything else not specifically indicated in the individual covers.

In addition, Europ Assistance does not cover expenses incurred:

- g. for dietary therapies including medicated foods, tonics and mineral salts, even if prescribed following surgery;
- a. for pregnancy or spontaneous childbirth and caesarean section, for castration, sterilisation and/or all other reproductive needs and any

- b. for any type of surgery on teeth and/or dental hygiene;
  - c. for surgery relating to the removal of recurring tumours;
  - d. for surgery following injury or tearing of the cruciateligament;
  - e. for all surgery relating to the dislocation of the knee cap, regardless of whether this was caused by genetic malformation or traumatic event;
  - f. for all surgery carried out on the dog's elbow, regardless of whether this has become necessary due to genetic malformation or traumatic event;
  - g. for putting down and cremating due to the animal being classed as danger, for post-mortem diagnostic tests, for behavioural problems;
  - h. illnesses that can be avoided with vaccines or preventive prophylaxes;
  - i. for Leishmania.
- Europ Assistance also excludes:
- j. congenital physical defects or illnesses or in any case ones that are hereditary, including the tests to look for them;
  - k. hernias ingeneral;
  - l. aesthetic services (e.g. cutting ears, docking the tail, etc.), even if carried out abroad. This is except for plastic or reconstructive surgery required as a result of injury.



Are there limits to cover?

#### Art. 11. - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Terms and Conditions.

The link below gives an updated list of the countries subject to sanctions

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

The policy shall not apply in the following countries: **Syria, North Korea, Iran, Venezuela and Crimea.**

**Please note!**

If you are a "United States Person" and you are in Cuba, in order to receive the assistance and Compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws.

If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay Compensation.

#### Art. 12. - LIMITS TO THE COVER

- **TRAVEL LIMITS**  
You are not covered if you travel to a country, region or geographical area that a competent government authority in your country of residence, your destination country or host country has advised against visiting or staying, even temporarily.
- **CONTINUED STAY ABROAD**  
You can stay abroad for a maximum of 30 consecutive days during the validity of this Policy. You are not insured for claims that occur after 30 days.

#### A) ASSISTANCE COVER

- **LIMITS OF INTERVENTION**  
Europ Assistance does not provide you with Services in countries in a declared or de facto state of war, including those where war has been declared publicly. Such countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a danger level declared as equal to or above 4.0. Europ Assistance is also unable to provide you with the assistance services in countries where the local or international authorities do not allow in situ intervention, even if there is no risk of war.
- **LIMITS TO THE SUPPLY OF SERVICES**  
The assistance services are supplied up to three times per insured party, per type within the period of travel duration.
- **LIMIT TO LIABILITY**  
Europ Assistance will not compensate damages:
  - caused by the intervention of the Authorities of the country in which assistance is given,
  - consequent to any other random and unforeseeable circumstances.

It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical

## PET ASSISTANCE

- **AGE LIMITS**  
This cover is only included in the policy for pets aged no older than **10 years old**.  
If your pet reaches this age limit during the period of policy validity, we will in any case consider you as insured until the expiry date.
- **NON-INSURABLE BREEDS**  
Dog breeds **Perro Majoero, Ca de Bou, Caucasian shepherd dog, Pitbulls and related crosses, Rottweiler, Dobermann, Dogo, Bull Terrier, American Bulldog, Bull Mastiff, Neapolitan Mastiff.**

## B) MEDICAL EXPENSES REIMBURSEMENT COVER

- **FIXED EXCESS CHARGE**  
Europ Assistance applies a fixed excess charge **only when you have not been hospitalised and in cases of reimbursement**. The absolute fixed excess is **Euro 50.00**.

## C) TRAVEL OR RENTAL CANCELLATION COSTS COVER

- **PERCENTAGE EXCESS CHARGES**  
The cover includes a **20% excess charge of the amount of the penalty, in the event of renunciation and/or change of travel for any reason other than hospitalization or death. If the penalty exceeds the limit to liability guaranteed, the percentage excess charge is calculated on the latter.**

### Example of percentage excess:

estimated amount of damages	Euro 100.00
20% excess	Euro 20.00
indemnifiable/reimbursable damages within the limits to liability	Euro 80.00 (Euro 100.00 - Euro 20.00)

## D) VETERINARY EXPENSES REIMBURSEMENT COVER DURING TRAVEL

- **FIXED EXCESS CHARGE**  
Europ Assistance applies an absolute fixed excess charge of **Euro 75.00**.

### Example of a fixed excess:

if the agreed excess is a fixed amount of Euro 75.00:  
expenses lower than Euro 75.00 will not be compensated  
expenses amounting to more than Euro 75.00 will be reimbursed after a Euro 75.00 deduction (within the limits of the maximum cover).

Specialist visit	Euro 150.00
Fixed excess	Euro 75.00
Reimbursement	Euro 75.00

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



**What are your obligations? What are your insurer's obligations? Art.**

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

#### FOR ALL COVER OTHER THAN ASSISTANCE

You will need to report your claim in the following ways:

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

or

- by writing a letter sent recorded delivery with advice of receipt to **Europ Assistance – Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan.**

You must provide the following data/documents:

- your name, surname and address;
- your telephone number;
- the Europ Assistance card number + case no.;
- the circumstances of the event;
- the date on which the claim took place;
- the place where you or the persons responsible for the claim can be contacted.

**The time frame for reporting the claim is indicated in the individual cover.**

**ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:**

#### A) ASSISTANCE COVER

**Always call the Europ Assistance Organisational Structure at: +39 02.58.28.65.32 from Italy or abroad.** The Organisational Structure operates 365 days a year, 24 hours a day.

**Do not do anything until you have contacted the Organisational Structure.**

**In the event of an emergency, call the Emergency Service.**

**If you do not contact Europ Assistance, it cannot guarantee you cover.**

**Art. 1915 of the Italian Civil Code applies.**

#### B) MEDICAL EXPENSES REIMBURSEMENT COVER

**In case of a Claim, you must call the Organisational Structure immediately, at: +39 02.58.28.65.32 from Italy or abroad, you must make a report no more than sixty days after the claim occurred.**

**You must send the following data/documents:**

- the Emergency certificate written on the place of the claim indicating the pathology suffered or medical diagnosis certifying the type of injury suffered and how it took place;
- a true copy of the original medical record, if hospitalised;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out;
- medical prescription for purchase of medicinal products with original receipts of the medicinal products purchased.

**In the event of COVID-19 medical expenses:**

- results of the positive Covid-19 tests (swab and/or bloodtest);
- certificate of the Hospital where were hospitalized for Covid-19.

#### C) TRAVEL OR RENTAL CANCELLATION COSTS COVER

**In the event of a Claim, you must notify the travel organisation or agency or carrier of your formal renunciation of the travel and make a report within 3 days of the onset of the cause of the renunciation and in any case by the travel start date if the terms of 3 days fall after the travel start date.**

**If the renunciation and/or change are caused by illness and/or injury, the declaration must specify:**

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

**Within 15 days of the above declaration, you must send Europ Assistance Italia S.p.A. the following documents:**

- copy of the Europ Assistance card;
- original documentation able to provide objective proof of the cause of renunciation/change;
- documentation showing the connection between yourself and any party causing the renunciation;
- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
- in the event of hospitalisation: a true copy of the original medical record;
- in the event of death, the death certificate;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- billing statement of confirmation as issued by the Travel Agency/Organisation;
- invoice relating to the penalty charged, issued by the Contracting Party and Travel Agency/Organisation;
- copy of the cancelled ticket;
- travel regulation and programme;
- travel documents (visas, etc.);
- travel confirmation contract.

**If a penalty is charged by the airline carrier/shipping company:**

- confirmation of purchase of ticket or similar document or receipt of payment;
- copy of the cancelled air or ship tickets documenting the amounts charged to the customer.

**If the travel is cancelled due to COVID-19:**

- results of the positive Covid-19 tests (swab and/or bloodtest);
- certificate of the Hospital where were hospitalised for Covid-19.

#### D) VETERINARY EXPENSES REIMBURSEMENT COVER DURING TRAVEL

**In the event of a claim, you will need to call a Veterinary Surgeon for services to be provided to the animal covered, the relevant care or treatment.**

**Moreover, in accordance with Art.1913 of the Italian Civil Code, you will need to make a report within three days of when you become aware of the event. You must send the following data/documents:**

- detailed report prepared by the veterinary surgeon, on their headed paper, attesting to the causes and methods of the claim;
- diagnostic tests, x-rays, images, medical records and all information in support of the diagnosis, stating the insured animal's microchip number;
- duly paid tax receipts;
- additional medical certificates or instructions attesting to the situation of the injuries and illness;
- dog registry certificate;
- full healthcard;

- copy of the document of registration with the national cat/pet database;
- any other veterinary documentation or information as may be necessary to process the claim.

**For the claims management of all cover:**

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

**You are obliged to provide them.**

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

**This is established by the Italian Civil Code under Art. 1915.**

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the insured party if they do not report the claim to their insurer in the time in which they requested it.

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

If the Insured Party deliberately acts in such a way as to cause or aggravate the damage, the insurer need not pay it.

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

**Art. 14. - DAMAGE SURVEY AND CLAIMS SETTLEMENT CRITERIA**

• **PAYMENT OF THE COMPENSATION**

For all Cover, except for Assistance, after having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/Per Diem/refund due to you and informs you of it.

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

**In the event of death, before Europ Assistance has paid the Indemnity/Per Diem/refund, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to Indemnity/Per Diem/refund by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Party in the event of a Claim".**

**D) VETERINARY EXPENSES REIMBURSEMENT COVER DURING TRAVEL**

• **ANIMAL VISITING RIGHTS**

**In the event of a claim, Europ Assistance may subject your pet to all test and controls it requires and you must consent to and facilitate these as well as supply Europ Assistance with all and any information requested.**

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

**GLOSSARY**

**Pet:** your dog or cat.

**Insured Party:** the natural person who purchased a travel package from the Contracting Party (to whom we refer as "you").

**Insurance Conditions:** clauses of the Policy that contain: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

**Contracting Party:** the company operating as Tour Operator with registered office and tax residence in Italy, the Republic of San Marino, and the Vatican City State and which stipulates the policy in favour of third parties and pays the related charges.

**Travel Companion:** the person travelling with you and who is insured with this policy.

**Domicile:** the place in which the natural person has established their main place of business and business.

**Europ Assistance:** The insurance company, i.e. Europ Assistance Italia S.p.A. at Piazza Trento n. 8 - 20135 Milan, authorised by Decree of the Ministry for Industry and Trade and Crafts no. 19569 of 02 June 1993 (Official Journal no. 152 of 1 July 1993) and registered with section I of the List of insurance and reinsurance companies under no. 1.00108. Europ Assistance is a Generali Group company, registered with the Official Roll of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A.

**Family member:** the spouse, live-in companion more uxorio, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, mothers/fathers-in-law, brothers/sisters-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

**Fixed Excess:** the sum paid by yourself when the claim is liquidated.

**Cover:** the insurance, other than assistance insurance and for which, in the event of a claim, Europ Assistance recognises indemnity.

**Failure:** damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that you are unable to use the vehicle in normal conditions.

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

**Injury:** the event caused by a violent, external Act of God. The only, direct consequence of the injury are objectively evident physical injuries causing death, permanent disability or temporary disability.

**Healthcare Institute:** the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics are not considered as healthcare institutes.

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

**Chronic illness:** illness that has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** illness of acute onset that was not known prior to starting Travel.

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

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

**Policy:** the insurance contract that establishes the rights and duties between Europ Assistance and the Contracting Party/Insured Party.

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

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

**Residence:** the place in which you live, as shown on a residency certificate.

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

**Risk:** the probability that the claim occurs.

**Claim:** the damaging event for which the service/insurance guarantee is recognised. **(Percentage) Excess:** the part of the amount of the damages, declared as a percentage, which remains at your expense, with a minimum charge that is expressed as an absolute value.

**Medical/Pharmaceutical/Hospital Expenses:** these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests). The hospitalisation fees indicate the cost of the day spent in a Healthcare Institute. The cost also includes medical/nursing care.

**Organizational structure:** the structure of Europ Assistance Italia S.p.A. - P.zza Trento, 8, 20135 Milan, comprising managers, staff (physicians, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Insurance Conditions.

**Vehicle:** under Articles 47 et seq. of the New Highway Code, a vehicle is defined as a means of transport for personal use with a total weight when fully loaded of up to 3.5 tonnes, with an Italian number plate and in particular:

- a motor vehicle;
- trailers (appendix trailers, caravans, etc.) towed by motor vehicles;
- caravan and camper van requiring a driving license B to drive them;
- motorcycle.

**Carrier:** aeroplane, coach, train, ship.

**Trip:** trip for tourism.

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

**Europ Assistance Italia S.p.A.**

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02 58 38 41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistenzaItaliaSpA@pec.europassistance.it](mailto:EuropAssistenzaItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 0133350323 - 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)



## DATA PROCESSING DISCLOSURE

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

#### Disclosure on the processing of personal data for insurance purposes

(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

**Personal data** is information about a person which enables said person to be distinguished from others. Personal data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

There are rules [1] that govern Personal Data to protect it from incorrect use. Europ Assistance Italia complies with these rules and also wishes to inform you of what it does with your Personal Data for this reason[2].

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the **Data Protection Officer** c/o Europ Assistance Italia - UfficioProtezioneDati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it).

#### Why does Europ Assistance Italia use Your Personal Data and what happens if you do not supply it or do not authorise its use?

Europ Assistance Italia uses your Personal Data, if necessary including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the Insurance Conditions, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position in the COVER involve geolocation, is processed to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent;
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments: your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Insurance Conditions and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for *insurance purposes* and, therefore, will also be unable to provide the COVER.

#### How does Europ Assistance Italia use Your Personal Data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies [3], Europ Assistance Italia uses the Personal Data it has obtained from you or other people (such as, for example from the policy contracting party, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer or app.

For *insurance purposes*, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and other subjects carrying out technical, organisational and operative tasks[4].

According to the activities to carry out, Europ Assistance Italia may use Your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of Your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

Europ Assistance Italia will not make Your Personal Data accessible to the public.

#### For how long will Europ Assistance Italia keep Your Personal Data?

Europ Assistance Italia keeps your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The common Personal Data collected on this occasion (for example stipulation of a policy, request for a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by you over time to the consent/refusal. You retain the right to object at any time to said processing and to request that Your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all the aspects not specified herein, storage terms are ten years, as per Art. 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

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

In connection with the processing of Your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of Your Personal Data?". You have the right to submit a complaint to the Italian

Data Protection Authority; more information is available from the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### How can you exercise your rights in protection of Your Personal Data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of Your Personal Data processed by 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 third party can show that said legitimate interests prevail over your own or that said processing is necessary to as certain, exercise or defend a right in a court of law; to object to the processing of your personal data for direct marketing purposes

you may write to:

UfficioProtezioneDati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Changes and updates to the Disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website [www.europassistance.it](http://www.europassistance.it), where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

[1] The European Personal Data Processing Regulation EU 2016/679 (hereinafter referred to as the "Privacy Regulation") and primary and secondary Italian legislation

[2] Europ Assistance Italia operates as Data Controller in accordance with the provisions of the Privacy Regulation

[3] These subjects, in accordance with the Privacy Regulation, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

[4] To the Policy Contracting Party, other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.