

## CERTIFICATE OF CONFORMITY OF THE INSURANCE PRODUCT

### **POLICY 38601Q**

**The tourist package includes an insurance product covering the following risks:**

- assistance during travel
- illness and medical expenses
- damages to property (with specific reference to luggage)
- travel cancellation

**with the limits and exclusions specified in the Information Set.**

**The insurance product has been chosen and agreed with these characteristics by “*DIGITALTREND ITALIA S.r.l.*”, which acts on behalf of the client by virtue of Art. 1891 of the Italian Civil Code.**

# Non-life insurance to cover risks during travel

Pre-contractual information document on the insurance product

Company: Europ Assistance Italia S.p.A.

Product: "Digitaltrend Italia Srl" Form 20034

Complete pre-contractual and contractual information on the product is supplied in other documents

## What type of insurance is it?

This policy insures personal risk during travel for tourism and to cover the penalty applied by the Tour Operator.



## What is insured?

### ✓ Assistance cover

#### ASSISTANCE DURING TRAVEL

Medical consultancy, Sending of a doctor or ambulance in Italy, Notification of a specialist doctor abroad, Return for medical reasons, Return with an insured family member, Return of other insured parties up to Euro 200.00 per insured person, Travel of a family member, Accompaniment of children, Return of the Convalescent Insured Party, Extension of stay, up to a maximum of Euro 40.00 per day for up to 3 days, Information and notification of corresponding medicinal products abroad, Interpreter available abroad for up to 8 working hours, Advance of emergency expenses: this provision has a limit to liability of Euro 5.00.00, but Europ Assistance may decide to advance a larger amount of money if you can provide an economic guarantee in the country of Residency, Early return, Advance of bail: this provision has a limit to liability of Euro 1500.00 but Europ Assistance may decide to advance a larger amount of money if you can provide an economic guarantee in the country of Residency, Notification of lawyer abroad, Sending of urgent messages.

### ✓ 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 the medical expenses, per Insured Party and per claim: up to a limit to liability of Euro 1,000.00 for residents in Italy, travelling in Italy and up to a limit to liability of Euro 30,000.00 abroad and for residents abroad wherever they travel.

If you have been hospitalised until discharge by the Healthcare Institute, or until the Europ Assistance doctors believe you can return to Italy.

If you have not been hospitalised, only the expenses you incurred during the policy term and that the Organisational Structure has authorised for you.

Within the above-specified limit to liability, Europ Assistance pays you the hospitalisation bills in a Healthcare Institute prescribed by the doctor, up to the amount of Euro 250.00 per day per Insured Party, the costs for urgent dental treatment that cannot be postponed following an injury that took place during travel, with a limit of Euro 250.00 per insured party, only in the event of injury, the costs for prosthesis repair, up to Euro 250.00 per insured party, the costs for search and rescue, up to Euro 500.00 per claim in Italy, the Republic of San Marino, the Vatican City State and Euro 2,500.00 per claim abroad, only in the event of injury, the costs for treatment received when you return home, during the 45 days after the injury and up to the maximum of Euro 500.00.

### ✓ Luggage cover

#### 1. LUGGAGE AND PERSONAL EFFECTS

Europ Assistance indemnifies you for direct damage to property caused by: theft with break-in, bag-snatching, robbery or fire and only in the event of delivery to a carrier, also loss and damage to your luggage, including the clothes you were wearing when you left.

Europ Assistance will indemnify you. The value of the objects comprising your luggage, with a limit of Euro 150.00 per object, including bags, cases and rucksacks. Europ Assistance considers bags, cases and rucksacks as a single object.

Europ Assistance indemnifies you up to a maximum of Euro 1,000.00 in Italy and of Euro 1,500.00 abroad, per Insured Party, per claim and per travel period duration.

For travel by air, train, bus or sea, cover applies:

- for Insured Parties resident in the European Union or Switzerland, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;
- for Insured Parties residing in non-European Union Member States, from the date of arrival in a European Union Member State or Switzerland, until the date of departure from one of said countries at the end of the trip.

Europ Assistance pays you per claim and per period of Policy duration:

- up to 50% of the maximum cover specified above for photographic and video equipment and photosensitive materials, radios, televisions, recorders, all other electronic equipment, musical instruments, personal defence and/or hunting weapons, underwater equipment, spectacles and sunglasses;  
Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) are considered as a single item.
- up to 30% of the maximum cover specified above for cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects, only if worn or delivered to the hotel's custody.

In addition to the limit to liability, Europ Assistance will reimburse you for up to Euro 50.00 for the expenses of redoing the ID card, passport and driving licence in the event of theft, robbery and bag-snatching.

Please note: This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of Section II.

#### 2. DELAYED DELIVERY OF LUGGAGE

You can request cover for Delayed delivery of Luggage if the airline returns your luggage more than 12 hours late in the case of confirmed flights.

Europ Assistance will reimburse you for unforeseen expenses you may need



## What is not insured?

### \* For all Cover, the following are not insured:

Travel to the following countries: Afghanistan, Antarctic, Cocos, North Korea, Crimea, South Georgia, Greenland, Heard and Mc Donald, Iran, 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, Syria, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu, Venezuela and that undertaken in countries in a state of war.

### \* 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, war, strikes, revolutions, uprisings or popular movements, looting, acts of terrorism (except as indicated in the individual Cover) and vandalism, travel undertaken to take part in races/competitions involving extreme activities and business travel.

\* For Assistance Cover, claims are also excluded where caused by: car, motorcycle or motor boat races and related tests and training; mental disease and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications; illnesses caused by pregnancy beyond the 26th week of gestation and childbirth; illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations at the start of travel; organ explant and/or transplant; abuse of alcohol or mind-altering substances; illness/injury caused by the HIV virus; use of drugs 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); everything else not specifically indicated in the provisions; epidemics or pandemics as declared by the World Health Organisation; all else not indicated in the individual provisions.

\* For the Medical Expense Cover, the following are also excluded: mental disease and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications; illnesses caused by pregnancy beyond the 26th week of gestation and childbirth; illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations at the start of travel; 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 practise professionally or in any case on a non-amateur level (including competitions, races, trials and training); removal and/or transplant of organs; automotive, motorcycle or motor boat races and related tests and training; serious misconduct; abuse of alcohol or psychiatric drugs; illness/injury caused by the HIV virus; use of drugs and hallucinogenic substances; attempted suicide or suicide; epidemics or pandemics as declared by the World Health Organisation; all else not indicated in the cover "Medical Expenses".

Europ Assistance will not pay you all costs incurred if you have not reported to Europ Assistance, directly or through third parties, the hospitalisation or service received at the Accident and Emergency Ward, the costs for treatment or the elimination of physical defects or congenital malformations, for aesthetic applications, nursing care, physiotherapy, thermal and slimming treatments, expenses for dental treatment following sudden illness, costs for purchasing and repairing spectacles and contact lenses, costs for orthopaedic and/or prosthetic devices following sudden illness, check-ups in Italy for situations consequent to illnesses that began during travel, transport and/or transfer costs to the Healthcare Institute and/or place where you are staying.

\* Luggage cover also excludes: the case of theft of luggage loaded onto any size motorcycle during travel; the case of theft of luggage contained in a vehicle; damages caused to sports equipment during use. The following are also not insured: mobile telephones, MP3 players, personal computers, tablets, money, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, documents other than ID cards, passports and driving licences, helmets, professional equipment, fixed accessories and services of the vehicle (including removable radios or players). The Delayed delivery of luggage cover excludes: the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip and all expenses incurred after receipt of the luggage.

\* Travel or rental cancellation costs cover does not apply if the cases of cancellation depend on or are caused by: theft, robbery or loss of identification documents and/or travel documents; mental illness and psychological disorders in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications; pregnancy or pathological situations consequent to such if conception took place before registering the travel; injury, illness or death occurring before travel confirmation; illnesses that are the expression or direct consequence of chronic or pre-existing pathologies in place at the time the travel was confirmed; consequences and/or complications of injuries that occurred before confirming travel; bankruptcy of the Carrier or Agency or Travel Organiser; epidemics classed as

to incur to purchase articles of personal hygiene and/or clothing necessary. This applies up to the limit to liability of Euro 150.00 and only for delays in delivery to the destination airport of outward bound travel. Limits of liability are per Insured Party, per claim and per period of Policy duration.

✓ **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;

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 travel file:

- 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 8,000.00 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 20,000.00 per travel file.

Europ Assistance does not reimburse:

- file handling costs;

- agency fees;

- registration fees.

Please note:

This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of 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.

pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine; deposits and/or advances that are not justified by penalty tax documents; failure on your part to send the communication 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 & emergency) of a family member.



### Are there limits to cover?

! **International Sanctions (valid for all Cover)**

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 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 laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in the Insurance Conditions. You may verify the updated list of countries subject to sanctions at the link indicated in the Policy.

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.

! **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.

! **Assistance cover**

- Limits to 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 of liability

Europ ASSISTANCE shall not compensate any damage caused by the intervention of the Authorities of the country in which assistance is provided or resulting from any other accidental unforeseeable circumstance.



### Where is the cover valid?

✓ 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, the Vatican City State and the Republic of San Marino; B) European countries and countries of the Mediterranean Basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, 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.



### What are my obligations?

**When you sign the contract:** you are obliged to make exact, complete and truthful declarations.

Untruthful, inexact or undisclosed declarations may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1892, 1893 and 1894 of the Italian Civil Code.

You cannot stipulate other policies like this with Europ Assistance to raise the limits of liability; you cannot stipulate this policy once travel has started; you cannot stipulate this policy indicating a territorial scope that does not include all steps of your journey.

**During the contract:** you are obliged to report any changes that may aggravate the risk. Failure to provide such notification may result in the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1898 of the Italian Civil Code.

**In the event of a claim:** you are obliged to notify Europ Assistance Italia S.p.A. in writing of the existence of other Insurance policies you may have stipulated with the same characteristics as this one (Art. 1910 of the Italian Civil Code) and to comply with the terms for reporting a claim.



### When and how do I need to pay?

The premium, including tax, is an integral part of the cost of travel and is paid with it.



### When does cover start and end?

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

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.



### How can I cancel the policy?

The policy is short-term and has no provision for cancellation.

## Non-life insurance to cover risks during travel

Additional pre-contractual information document for non-life insurance products  
(Additional non-life pre-contractual information document)

Company: Europ Assistance Italia S.p.A.

Product: "Digitaltrend Italia Srl" Form 20034

Date the additional non-life pre-contractual information document was drafted:  
01.03.2020



This document contains additional, supplementary information with respect to that contained in the pre-contractual information document for non-life insurance products (non-life pre-contractual information document) to help the potential contracting party/insured party to understand the characteristics of the product in greater detail, the contractual obligations and the company's financial position.

**The contracting party/insured party is required to read the insurance terms and conditions before signing the contract.**

Europ Assistance Italia S.p.A., Piazza Trento, n.8 - 20135 Milan - tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) - e-mail: [servizio.clienti@europassistance.it](mailto:servizio.clienti@europassistance.it) - certified e-mail: [EuropAssistancelItaliaSpA@pec.europassistance.it](mailto:EuropAssistancelItaliaSpA@pec.europassistance.it).

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.

Its shareholders' equity amounts to Euro 69,405,891, including share capital of Euro 12,000,000 and total capital reserves of Euro 41,005,891.

Its solvency ratio, for the non-life business line, is 131%; this percentage is the ratio of the available solvency margin of Euro 79,865,000 to the amount of solvency margin required under applicable regulations, of Euro 61,052,000.

The above data refers to the last approved financial statements and the balance sheet as at 31/12/2018. Subsequent updates regarding the company's capital and financial position will be available on the website <https://www.europassistance.it/azienda/bilancio>.

Italian law applies to the contract



### What is insured?

There is no further information over and above that supplied in the non-life pre-contractual information document.



### What is NOT insured?

There is no further information over and above that supplied in the non-life pre-contractual information document.



### Are there limits to cover?

<b>Assistance cover</b> (mandatory)	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Medical expenses cover</b> (mandatory)	! <b>FIXED EXCESS CHARGE</b> 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.
<b>Luggage cover</b> (mandatory)	! <b>PERCENTAGE EXCESS CHARGES</b> Europ Assistance applies a 50% excess charge if: - you forget your luggage, do not look after it or lose it; - you have your entire vehicle, in which you placed your luggage, stolen; - they steal things you had put in the tent. You must, however, be in a properly equipped and authorised camp site.
<b>Travel or rental cancellation costs cover</b> (mandatory)	! <b>PERCENTAGE EXCESS CHARGES</b> 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 hospitalisation or death. If the penalty exceeds the limit to liability guaranteed, the percentage excess charge is calculated on the latter.



### Where is the cover valid?

There is no further information over and above that supplied in the non-life pre-contractual information document.



## What are my obligations? What are the company's obligations?

<p><b>What should I do in the event of a claim?</b></p>	<p><b>Claim filing:</b></p>	<p><b>Assistance cover</b> (mandatory)            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. If you cannot call, fax the Organisational Structure on 02.58.47.72.01 or send a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN</p> <p><b>Medical expenses cover</b> (mandatory), <b>Luggage cover</b> (mandatory)            For Medical expense cover, always call the Europ Assistance Organisational Structure at: +39 02.58.28.65.32 from Italy or abroad.</p> <p>For both forms of cover, in the event of a claim, you will need to report the claim within 60 days, as follows:            - access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> 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 send Europ Assistance all documentation required in accordance with the policy.</p> <p><b>Travel cancellation costs cover</b> (mandatory)            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.            You will need to report the claim within 15 days, as follows:            - access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or website <a href="http://www.europassistance.it">www.europassistance.it</a> 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 send Europ Assistance all documentation required in accordance with the policy.</p>
	<p><b>Direct assistance/Agreements:</b></p>	<p><b>Assistance cover</b> (mandatory)            No services will be provided to you directly by entities or facilities authorised by Europ Assistance other than those indicated in the Assistance cover.</p> <p><b>Medical expenses cover</b> (mandatory)            No services will be provided to you directly by entities or facilities authorised by Europ Assistance other than those indicated in the Medical expenses reimbursement cover.</p> <p><b>Luggage cover</b> (mandatory), <b>Travel cancellation costs cover</b> (mandatory)            No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p>
	<p><b>Management by other companies:</b></p>	<p>There is no provision for management by other companies.</p>
	<p><b>Time limit:</b></p>	<p><b>Assistance cover</b> (mandatory)            All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right.</p> <p><b>Luggage cover</b> (mandatory), <b>Travel cancellation costs cover</b> (mandatory)</p>

		All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right. If a claim is filed, you are required to interrupt the time limit in writing.
<b>Inexact or reticent declarations</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.	
<b>Obligations of the company</b>	<p style="text-align: center;"><b>Assistance cover</b> (mandatory)</p> <p>There is no provision for payment of any indemnity insofar as assistance services are supplied directly by the Europ Assistance Organisational Structure.</p> <p><b>Luggage cover</b> (mandatory), <b>Travel cancellation costs cover</b> (mandatory)</p> <p>Once the necessary documentation has been received, the validity of the cover has been verified and all necessary assessments performed, Europ Assistance determines the amount of the compensation due, notifies the concerned parties and makes payment within 20 days.</p>	



### When and how do I need to pay?

<b>Premium</b>	<p>The accepted means of payment are:</p> <ul style="list-style-type: none"> <li>- bank cheques or bank drafts bearing a non-transferability clause and made out in the name of Europ Assistance Italia S.p.A. (except if the policy is purchased at a distance),</li> <li>- direct debits to bank and postal current accounts in the name of Europ Assistance Italia S.p.A. by bank transfer, bank account form, POS system. If the intermediary so permits, payment by credit card is also permitted.</li> </ul> <p>Cash payments are allowed only if the annual premium (even if split) does not exceed the amount of Euro 750.00 (excluding if the policy is purchased at a distance).</p>
<b>Refund</b>	There is no provision for refunds.



### When does cover start and end?

<b>Term</b>	There is no further information over and above that supplied in the non-life pre-contractual information document.
<b>Suspension</b>	There is no provision for suspension of the cover.



### How can I cancel the policy?

<b>Change of mind after agreement</b>	There is no rescission clause for a change of mind.
<b>Termination</b>	There are no termination clauses giving you the right to terminate the contract beyond any indicated in the section "When and how do I need to pay? - Reimbursement".



### Who is this product for?

Clients purchasing a travel package of the Contracting Party lasting up to 30 days and wishing to protect themselves against health problems during the travel or of their family members who have stayed at home; to insure luggage in the event of loss, theft or damage during travel; assets if travel is cancelled.



### What costs do I need to pay?

**intermediation costs:** the average proportion received by the intermediary is: 40.00%.

<b>HOW CAN I FILE COMPLAINTS AND SETTLE DISPUTES?</b>	
<b>With the insurance company</b>	<p>You can submit any complaints regarding the contract or claims management by writing to Europ Assistance Italia S.p.A. - FAO Ufficio Reclami (Complaints Office) by means of:</p> <ul style="list-style-type: none"> <li>• Mail: Piazza Trento, 8 – 20135 Milan;</li> <li>• Fax: 02.58.47.71.28</li> <li>• Certified e-mail: <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a></li> <li>• E-mail: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul> <p>Europ Assistance Italia S.p.A. will answer your complaint within 45 days of receipt, as envisaged by the law.</p>
<b>With IVASS</b>	<p>If you are not satisfied with the outcome of the complaint or if you have not received an answer from Europ Assistance Italia S.p.A. within the maximum term of forty-five days, you can contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax</p>

	<p>06/42.13.32.06, certified e-mail: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>, attaching the documentation relative to the complaint processed by Europ Assistance to your request.</p> <p>in the complaint, please specify:</p> <ul style="list-style-type: none"> <li>• first name, surname and domicile of the complainant, with telephone number if available;</li> <li>• identification of the individual(s) whose conduct is complained of;</li> <li>• a brief but complete description of the reason for the complaint;</li> <li>• a copy of the complaint made to the insurance company and any reply received from it;</li> <li>• all documents useful to providing a more complete description of the related circumstances.</li> </ul> <p>You can find the complaints submission form on the IVASS website at <a href="http://www.ivass.it">www.ivass.it</a>.</p>
<b>BEFORE INVOLVING THE LEGAL AUTHORITIES</b> , alternative systems may be used to settle the dispute, such as:	
<b>Mediation</b>	Contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Italian Law no. 98 of 09/08/2013).
<b>Assisted negotiation</b>	Through a request made by your lawyer to Europ Assistance Italia S.p.A.
<b>Other alternative dispute resolution systems</b>	<p><b>Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).</b></p> <p>In the event of a dispute relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p><b>Insurance disputes on medical matters (where envisaged by the Insurance Conditions).</b></p> <p>In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>If the dispute relates to policies covering injury or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p>The foregoing is without prejudice to the right to seek remedy in court.</p> <p><b>To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a>).</b></p>

**FOR THIS CONTRACT, THE COMPANY DOES NOT HAVE AN AREA ON ITS WEBSITE RESERVED FOR THE CONTRACTING PARTY/INSURED PARTY (termed “HOME INSURANCE”), THEREFORE, AFTER SIGNING THE POLICY, YOU WILL NOT BE ABLE TO CONSULT SAID AREA OR USE IT TO MANAGE YOUR PERSONAL DATA INCLUDED ON THE CONTRACT.**

# “DIGITALTREND ITALIA S.r.l.”

Insurance Conditions relative to the Policy stipulated by and 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

DIGITALTREND ITALIA SRL - Viale Piceno, 6 – 20129 Milan – VAT no. 02599920994

(hereinafter referred to as the “Contracting Party”)

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



Card no. CRSTP + File no.

## INSURANCE CONDITIONS FORM 20034

### 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 Italian law.

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

#### Art. 3. - TIME LIMITS

**All claims against Europ Assistance are time-barred within 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, he 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 but 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 from professional secrecy with regards to Europ Assistance, all doctors needing to examine your state of health.

#### 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 information on the processing of data and to give their written consent to the processing of their data for insurance purposes. The processing could also cover information about their state of health or about crimes they have committed/criminal convictions. You can use the following consent formula: “I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure”.**

### SECTION I - DESCRIPTION OF COVER



What is insured?

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

#### 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 doctors 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 DOCTOR 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 doctor to your domicile, where you are lodging during travel.

When no doctor 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 DOCTOR 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.

###### • 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 doctors 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 doctors of the Organisational Structure, after consulting with the local doctor.

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 doctors should not consider that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany him/her to the place of hospitalisation or 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 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 hospitalised in a Healthcare Institute abroad and have difficulty communicating with the doctors, **because** you do not speak the local language.

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

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

• **ADVANCE OF EMERGENCY EXPENSES**

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

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

- an injury
- an illness
- theft, robbery, bag-snatching or failure to deliver your luggage

or have had to pay for unforeseen costs you cannot afford.

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

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

The Organisational Structure will guarantee you an advance of emergency expenses if:

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

**Please note:**

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

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

• **EARLY RETURN**

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

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

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

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

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

• **ADVANCE OF CRIMINAL BAIL ABROAD**

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

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

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

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

**The provision shall apply when you can provide an economic guarantee.**

The Organisational Structure will guarantee you an advance of criminal bail if:

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

**Please note:**

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

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

• **INDICATION OF A LAWYER ABROAD**

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

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

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

• **SENDING OF URGENT MESSAGES**

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

The Organisational Structure is not responsible for the messages sent.

**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 the Policy term.

**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 the medical expenses, **per Insured Party and per claim:**

- **up to a limit to liability of Euro 1,000.00 for residents in Italy, travelling in Italy**
- **up to a limit to liability of Euro 30,000.00 abroad and for residents abroad wherever they travel**

**The limit to liability is per Insured Party, per claim and per period of cover duration.**

**If you have been hospitalised**

- until your discharge from the Healthcare Institute

or

- until the Europ Assistance doctors believe you can return to Italy.

**If you have not been hospitalised,**

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

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

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

**Please note:**

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

**C) LUGGAGE COVER**

**1. LUGGAGE AND PERSONAL EFFECTS**

Europ Assistance indemnifies you for direct damage to property caused by:

- theft, theft with break-in, bag-snatching, robbery or fire;

and only in the event of delivery to a carrier

- loss
- damage

of your luggage, including the clothes you were wearing when you left.

**Europ Assistance will indemnify you.** The value of the objects comprising your luggage, with a limit of Euro 150.00 per object, including bags, cases and rucksacks. Europ Assistance considers bags, cases and rucksacks as a single object.

**Europ Assistance indemnifies you up to a maximum of Euro 1,000.00 in Italy and of Euro 1,500.00 abroad, per Insured Party, per claim and per travel period duration.**

For travel by air, train, bus or sea, cover applies:

- **for Insured Parties resident in the European Union or Switzerland**, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;
- **for Insured Parties residing in non-European Union Member States**, from the date of arrival in a European Union Member State or Switzerland, until the date of departure from one of said countries at the end of the trip.

**Europ Assistance pays you per claim and per period of Policy duration:**

- **up to 50% of the above-specified limit to liability**, for:
  - damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses.
  - Photo-video-optical equipment** (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) **are considered as a single item.**
- **up to 30% of the above-specified limit to liability**, for:
  - cosmetics, medicinal products, sanitary items;
  - jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects, only if worn or delivered to the hotel's custody.

**In addition to the limit to liability**, Europ Assistance will reimburse you for up to Euro 50.00 for the expenses of redoing the ID card, passport and driving licence in the event of theft, robbery and bag-snatching.

**Please note:**

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

**2. DELAYED DELIVERY OF LUGGAGE**

You can request cover for Delayed delivery of Luggage if the airline returns your luggage more than 12 hours late in the case of confirmed flights.

Europ Assistance will reimburse you for unforeseen expenses you may need to incur to purchase articles of personal hygiene and/or clothing necessary. This applies **up to the limit to liability of Euro 150.00** and only for delays in delivery to the destination airport of outward travel.

**Limits of liability are per Insured Party, per claim and per period of Policy duration.**

**D) 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;

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

- to you
- 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 8,000.00 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 20,000.00 per travel file.**

**Europ Assistance does not reimburse:**

- file handling costs;
- agency fees;
- registration fees.

**Please note:**

This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of 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.



**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:

- Italy; Vatican City and the Republic of San Marino;
- all European countries and the countries of the Mediterranean basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, 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.
- all countries throughout the world.



**When does Cover start and end?**

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

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

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.

**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;
- war, strikes, revolutions, uprisings or popular movements, looting, acts of terrorism (except for that indicated in the individual Cover, under: "What is insured?" of Section I - Description of Cover) 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:

- a. automotive, motorcycle or motor boat races and related tests and training;
- b. 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;
- d. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- e. removal and/or transplant of organs;
- f. abuse of alcohol or psychological drugs;
- g. illness/injury deriving from the HIV virus;
- h. use of mind-altering and hallucinogenic substances;
- i. not being authorised to drive the vehicle in accordance with applicable law provisions;
- j. attempted suicide or suicide;
- k. 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);
- l. everything else not specifically indicated in the services;
- m. epidemics or pandemics on the basis of that declared by the World Health Organisation;
- n. 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 doctors 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 doctors' 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.

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

- a. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- b. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- 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;

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 the trip;
- transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation.

LUGGAGE COVER excludes:

- a. the case of theft of luggage loaded onto any size motorcycle during travel;
  - b. the case of theft of luggage contained in a vehicle;
  - c. damages caused to sports equipment during use;
- The following are also not insured:
- d. mobile telephones, MP3 players, personal computers and tablets;
  - e. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, documents other than ID cards, passports and driving licences;
  - f. helmet, professional equipment;
  - g. fixed accessories and services of the vehicle (including removable radios or players).

The following are excluded from "DELAYED DELIVERY OF LUGGAGE" cover:

- h. the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- i. all expenses incurred after receipt of the luggage.

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 occurs before the scheduled confirmation of travel;
- e. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed;
- f. consequences and/or complications of injuries that took place prior to confirming the travel;
- g. bankruptcy of the Carrier or Travel Agency or Organiser;
- h. epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine;
- i. deposits and/or advances that are not justified by penalty tax documents;
- 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 & emergency) of a family member.



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 laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.

The link below gives an updated list of 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 COVER**

• **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 TO 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 just once per insured party, per type within the period for which the trip lasts.

• **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, unforeseeable circumstances.

**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) LUGGAGE COVER**

• **PERCENTAGE EXCESS CHARGE**

Europ Assistance applies a 50% excess charge if:

- you forget your luggage, do not look after it or lose it;
- you have your entire vehicle, in which you placed your luggage, stolen;
- they steal things you had put in the tent. You must, however, be in a properly equipped and authorised camp site.

**D) TRAVEL 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 hospitalisation or death. If the penalty exceeds the limit to liability guaranteed, the percentage excess charge is calculated on the latter.

**Example of a fixed excess:**

if the agreed excess is a fixed amount of Euro 50.00: expenses lower than Euro 50.00 will not be compensated expenses amounting to more than Euro 50.00 will be reimbursed after a Euro 50.00 deduction (within the limits of the maximum cover).

Specialist visit	Euro 150.00
Fixed excess	Euro 50.00
Reimbursement	Euro 100.00

**Example of percentage excess:**

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

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



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

**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 02.58.24.58.96 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 COVER**

**In case of a Claim, you must call the Organisational Structure immediately, at: +39 02.58.24.58.96 from Italy or abroad, you must make a report no more than sixty days after the claim occurred.**

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.

**Europ Assistance may ask you for other documents if necessary to assessing the claim. You are obliged to provide these.**

**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.**

**C) LUGGAGE COVER**

**WHAT TO DO IN THE EVENT OF PROBLEMS WITH LUGGAGE**

Please remember

- in the event of theft/loss, immediately make a report to the competent authorities of the place where the claim took place and to keep a true copy for Europ Assistance;
- send a written complaint to the hotelier or airline or other party responsible for the damages;
- in the event of airline liability, make a report in accordance with the procedures described by the airline at the time of the claim;
- within 60 days of the claim, send a claim report to Europ Assistance by accessing the portal <https://sinistrionline.europassistance.it> or in any of the ways listed below

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

**You must report the claim within sixty days of its occurrence. Send the following data/documents:**

**For "Luggage" cover, send the following data/documents:**

- copy of travel tickets or details of the trip;
- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- copy of the letter of complaint submitted to the hotelier or carrier responsible;
- proof of expenses incurred in having documents re-issued, if applicable;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made

out, showing the value of the damaged or removed goods and their date of purchase;

- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

Only if the entire or part of the luggage delivered to the carrier should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the declaration made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

For "Delayed delivery of Luggage" cover, you must send the following data/documents:

- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the goods purchased;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

Europ Assistance may ask you for other documents if necessary to assessing the claim. You are obliged to provide these.

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.

#### D) TRAVEL 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.

Europ Assistance may ask you for other documents if necessary to assessing the claim. You are obliged to provide these.

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.

#### 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 these.

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 he does not report the claim to his insurer in the time in which he 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 loss, the insurer may pay less.

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

##### C) LUGGAGE COVER

###### • CRITERIA

If a carrier/hotelier is liable for damages to your luggage, Europ Assistance will pay you up to the limit to liability envisaged in the Policy, supplementing the portion already reimbursed by the carrier/hotelier liable for the event.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation. If objects were purchased more than three months before the claim, their general wear and tear will be taken into account.

In the event of failure, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

##### GLOSSARY

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

**Luggage damage:** the damage caused to luggage during sailing or flight.

**Luggage:** the case, bag and rucksack you take with you when travelling and what they contain.

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

**Contracting Party:** the 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.

**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 list 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.

**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 (doctors, 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.

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

**Travel/Trip:** travel 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.**

- Registered office, Management and Offices: Piazza Trento, 8 - 20135 Milan - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) - certified e-mail: [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Share capital Euro 12,000,000.00 fully paid-in - Economic and Administrative Index (REA) 754519 - VAT number 01333550323 - Companies House of Milan and Tax Code: 80039790151 Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02/06/1993 (Official Journal no. 152 of 01/07/1993) - registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 - Company belonging to the General Group, registered with the Official Roll of Insurance Groups - Company subject to the management and coordination of Assicurazioni Generali S.p.A.



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

## HOW TO REQUEST ASSISTANCE

In order to receive Assistance Services, call the Europ Assistance Organisational Structure, which operates 24 hours a day. The Organisational Structure will give you full information to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

**IMPORTANT: do not take any initiative without first having telephoned the Organisational Structure at:**

**02.58.24.58.96**

You will need to provide the following information:

- Type of service requested;
- name and surname;
- address of the place where you are;
- telephone number.

If you cannot telephone the Organisational Structure, you can send a fax to [02.58477201](tel:02.58477201).

**Europ Assistance must process your data in order to provide the Cover provided for in the Insurance Conditions and therefore requires your consent, as stated in the EU Regulation 2016/679 on the protection of personal data. By calling or writing or having someone call or write to Europ Assistance for you, you freely give consent to the processing of personal data. When necessary, your consent may also cover the use of data relating to your state of health or criminal offences and convictions, as indicated in the Privacy Policy on the processing of data that you have received.**

## COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: **Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).**

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for claims relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all documents useful to providing a more complete description of the related circumstances.

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

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- **Mediation:** contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);
- **Assisted negotiation:** through a request made by your lawyer to Europ Assistance Italia S.p.A.

**Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).**

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

**Insurance disputes on medical matters (where envisaged by the Insurance Conditions).**

In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering injury or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## 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<sup>[1]</sup> that govern personal data to protect it from incorrect use. Europ Assistance Italia complies with these rules and this is another reason why it wishes to inform you about what it does with your Personal Data<sup>[2]</sup>.

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 - Ufficio Protezione Dati (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 to managing COVER, including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the Policy, 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 (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 corporate property (e.g. 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 Policy 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 or 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<sup>[3]</sup>, Europ Assistance Italia uses the Personal Data it has obtained from yourself 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<sup>[4]</sup>.

According to the activities it needs 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, appropriate guarantees according to applicable law. You have the right to obtain information relating to the transfer of your Personal Data outside the European Union. You may do so by contacting the Data Protection Office.

Europ Assistance Italia shall 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, agreeing a Policy, requesting 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 yourself 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 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;

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

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

<sup>[3]</sup> 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.

<sup>[4]</sup> 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.

- 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 ascertain, exercise or defend a right in a court of law; to object to the processing of your Personal Data for direct marketing purposes

you can write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
or 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.