

## TOUR OPERATOR TRAVELS

### INSURANCE CONDITIONS FORM 16260

#### Assistance - Medical Expense Reimbursement - Luggage insurance

The operation of these terms is subject to the validity of the Policy.

**Information on the processing of personal data for insurance purposes (in accordance with Article 13 of Legislative Decree no. 196/2003 - Privacy Code)**

This is to inform you that our company, as Personal Data Processing Controller, intends to acquire or has already acquired your Personal Data, including sensitive and judicial data if indispensable, for the purposes of providing the insurance services(1) requested or envisaged in your favour (insurance purposes), including for the fulfilment of related legislative obligations and to prevent any insurance fraud.

The data strictly required for the aforesaid purposes, as supplied by yourself or acquired from third parties, shall be processed in Italy or abroad through appropriate means and procedures, electronic or otherwise, by our employees, associates and other internal and external parties, designated Data Processors and/or Persons in charge of Data Processing, or in any case operating as independent Data Controllers who provide technical, organizational and operational services to use(2).

As part of the provided insurance services, your data may also be disclosed, if necessary, to private and public entities related to the specific insurance relationship or to the insurance and reinsurance sector operating in Italy or abroad(3).

Your data shall not be disclosed to the general public.

Without your data – some of which are required by law – we will be unable to provide some or all of our services.

You have the right to be informed of which of your personal data are in our possession and, if certain conditions exist, may exercise rights concerning the use of your data (rectification, updating, cancellation) by contacting the Data Processor in accordance with Article 7:

Europ Assistance Italia S.p.A.

Ufficio Protezione Dati, Piazza Trento, 8 – 20135 Milan  
[UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

(1) On the Company's website you will find an updated list of Data Processors and the categories of individuals and entities to which the data may be disclosed, as well as the Company's privacy policy. Preparation and execution of insurance contracts; premium collection; claim settlement or payment of other benefits; reinsurance; co-insurance; prevention and detection of insurance frauds and related legal actions; establishment, exercise and defence of insurer's rights; performance of specific legal or contractual obligations; administrative/accounting management; statistical activities.

(2) These individuals and entities are part of the "insurance chain" (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, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other contract 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.

(3) Contracting Parties, insured parties, participants in pension and healthcare funds, distraitors, lien holders, insurers, co-insurers, re-insurers and associations/consortia (e.g.: ANIA) if the disclosure of data to these entities is essential to provide the aforesaid services and to protect the rights of the insurance industry, institutional bodies and public entities to which the data must be disclosed under regulatory requirements.

**DEFINITIONS**

**Insured Party:** the natural person whose interests are protected by the Insurance.

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

**Europ Assistance:** the insurance company and, therefore, Europ Assistance Italia S.p.A. – Registered office, Direction and Offices: Piazza Trento, 8 – 20135 Milano – Certified e-mail (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it) – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Deductible:** The pre-established fixed amount that is in any case paid by the Insured Party for each claim.

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

**Maximum Cover/Amount Insured:** the maximum payout established by Europ Assistance in the event of a claim.

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

**Claim:** the damaging event for which the insurance guarantee/service is given.

**Excess:** the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

**Organisational Structure:** the structure of Europ Assistance Italia SpA – P.zza Trento, 8 – 20135 Milan, Italy, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year or within alternative limits as may be established by contract, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the policy.

**Travel/Trip:** the move of the Insured Party for tourism purposes. **Excluding all other types of travel (eg: work, study, incentives, etc ...)**

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 of the Insured Party. The mileage excess does not apply to Vehicle Assistance only.

**Art.1. OTHER INSURANCE**

In accordance with the provisions of Art. 1910 of the Italian Civil Code any Insured Party enjoying Provisions/Guarantees similar to those of this policy, by virtue of contracts stipulated with another insurance company, must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.

**Art.2. LAW GOVERNING THE POLICY AND JURISDICTION**

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of Italian law apply.

**Art.3. TIME LIMITS**

All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with Art. 2952 of the Italian Civil Code.

**Art.4. PAYMENT CURRENCY**

Indemnities and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the Insured Party incurred the expenses.

**Art.5. EFFECTIVE DATE AND DURATION OF COVERAGE**

Each Insured party shall be covered throughout the period from the start date of the travel/stay until its end.

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

**Vehicle Assistance services** start from the 48 hours prior to check-in and expire upon check-in at the structure booked or departure station. Subsequently, it shall be effective from the time the Insured Party checks out to his/her return home and in any case within 48 hours.

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

**Art.6. TERRITORIAL SCOPE OF COVERAGE**

This means the countries in which the claim took place and in which the cover and services are supplied.

**These are divided up into three groups:**

- A) Italy; Vatican City and the Republic of San Marino;
- B) all European countries and the countries of the Mediterranean basin: Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Serbia, Syria, Slovakia,

Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

C) all countries throughout the world.

**Assistance only services are not operative in the following countries:**

Afghanistan, Antarctica, Cocos, South Georgia, Greenland, 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.

**Art.7. LIMITS OF THE SERVICES AND GUARANTEES**

The assistance services are supplied just once for each type within the period for which the trip lasts.

The guarantees "Medical expense reimbursement", "Luggage and personal effects insurance" may be claimed more than once during the period for which the trip lasts, as long as the total amount of indemnity paid does not exceed the maximum limits of liability.

**Art.8. LIMIT TO LIABILITY**

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

**Art.9. PERSONAL DATA PROTECTION**

The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia S.p.A., in compliance with the provisions of the insurance contract, of the contents of the above Information on data processing for insurance purposes (pursuant to Art. 13 of Italian Legislative Decree 196/2003 - Privacy Code) and to acquire consent from them to the processing of their data by Europ Assistance Italia S.p.A.

**SECTION I - ASSISTANCE INSURANCE**

**DEFINITIONS**

**For Assistance during Travel**

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

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

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

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

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

**For Vehicle Assistance**

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

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

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

**For Assistance to family members at home**

**Family member:** family members are brothers/sisters, sons/daughters, spouse or co-habiting partner more uxorio or the parents of the travelling person.

**Art.10. INSURANCE SCOPE AND COVERAGE**

The assistance services listed below, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party should encounter difficulties following the occurrence of a claim.

## SERVICES PROVIDED

### ASSISTANCE DURING TRAVEL

#### 1. MEDICAL CONSULTATION

If, in the event of illness and/or injury, the Insured Party should require an assessment of his health, he may contact the doctors of the Organisational Structure and request a telephone consultation. The Insured Party shall inform the Organisational Structure of the reason for the request and provide a contact telephone number.

**It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.**

#### 2. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to have a medical examination, the Organisational Structure will send an authorised Europ Assistance doctor to the place of the event, at the expense of Europ Assistance. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

#### 3. INDICATION OF A SPECIALISED DOCTOR ABROAD

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to undergo a specialist medical examination, the Organisational Structure will, according to local availability, provide the name of a specialised doctor in the place nearest to the location of the Insured Party.

#### 4. RETURN FOR HEALTH REASONS

If, following an injury and/or sudden illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped local Healthcare Institute or return to his residence or in a fully equipped Healthcare Institute in the place of residence, the Organisational Structure will organise the return using the method and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at the expense of Europ Assistance.

These means may be:

- an air ambulance
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

**The Organisational Structure will only use the air ambulance for Insured Parties resident in Italy and for whom the claim occurs in a European country or country of the Mediterranean basin.**

**The return to the residence is excluded for insured parties non-residents in Europe to undertake a journey that has as its destination a country outside Europe.**

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary. Europ Assistance shall have the right to request any return travel tickets not used by the Insured Party.

If the Insured Party should require transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat the pathology, as he/she is hospitalised at a local structure that is inadequate to treat the 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 related costs **up to a maximum of Euro 7,500.00.**

In the event of the death of the Insured Party, the Organisational Structure may, at its own discretion, organise and transport the body to the place of burial in the country of residence or nearest international airport and Europ Assistance will pay for all costs relating to the transport of the body only, in compliance with national and international rules.

#### Exclusions

The following are excluded from cover:

- diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his trip;
- infectious diseases, if transport involves a violation of national or international medical rules;
- expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body;
- The transport of the body to places inaccessible to EA using normal means of locomotion. Transport may take place with vehicles used specifically for funeral transport (e.g. hearses), in compliance with current legislation;
- all cases in which the Insured Party or his family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.

#### 5. 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 the Insured Party. Europ Assistance shall have the right to request any travel tickets not used for the return of the insured family member.

#### Exclusions

The following are excluded from cover:

- room and board expenses of the family member.

#### 6. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons", the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket. Europ Assistance shall have the right to request any travel tickets not used for their return.

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

#### 7. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, the Organisational Structure will provide a return first class rail ticket or economy class air ticket to enable a co-habiting family member to reach the hospitalised person, at the expense of Europ Assistance.

#### Exclusions

The following are excluded from cover:

- room and board expenses of the family member

#### 8. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself unable to look after insured children under the age of 15 travelling with him, the Organisational Structure will arrange for a return first class rail ticket or economy class air ticket, at the expense of Europ Assistance, to enable a family member to join the children, take care of them and take them back to their residence.

#### Exclusions

The accompanying family member's room and board expenses are excluded from coverage.

#### 9. RETURN OF THE CONVALESCENT INSURED PARTY

If, due to hospitalisation in a Healthcare Institute, the Insured Party should be unable to return to his/her place of residence with the means initially envisaged, the Organisational Structure will provide him/her with a first class rail ticket or economy class air ticket, at the expense of Europ Assistance.

#### 10. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent him from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

Europ Assistance will pay for the hotel costs (room and breakfast) **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.**

#### Exclusions

The following are excluded from cover:

- hotel expenses other than room and breakfast.

#### 11. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

(only valid for Insured Parties resident in Italy)

If the Insured Party who finds himself abroad and ill and/or injured should require information on medicinal products duly registered in Italy, the Organisational Structure will inform him of the corresponding medicinal products, if such exist, available locally.

#### 12. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he does not speak the local language, the Organisational Structure will send an interpreter there.

The costs of the interpreter will be paid by Europ Assistance **for up to 8 working hours.**

#### 13. ADVANCE OF EMERGENCY EXPENSES

(only valid for Insured Parties resident in Italy)

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, **up to a total general limit of Euro 5,000.00.**

If the invoices should exceed the total amount of Euro 150.00, the provision will take effect from when Europ Assistance has received suitable guarantees of repayment in Italy.

#### Exclusions

The following are excluded from cover:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located.

- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;

- cases occurring in countries in which there are no branches or representatives of Europ Assistance.

#### Obligations of the Insured Party

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

#### 14. EARLY RETURN

If the travelling Insured Party should need to return to the place of residence prior to the date scheduled and using a different means to that initially envisaged, as a result of the death, as per the date given on the death certificate issued by the registrar, or hospitalisation, with imminent danger of life, of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, the Organisational Structure will, at the expense of Europ Assistance, provide a first class rail ticket or economy class air ticket, to enable him to reach the place of burial or hospitalisation.

If the Insured Party is travelling with a child, as long as an Insured Party, the Organisational Structure will arrange for both to be returned. If the Insured Party should be in a position where it is impossible to use his own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him to recover the vehicle at a later date.

#### Exclusions

The following are excluded from cover:

- cases where the Insured Party cannot provide the Organisational Structure with suitable information on the reason for the early return request.

#### Obligations of the Insured Party

The Insured Party must provide original documentation proving the cause of the return within 15 days of the claim.

#### 15. ADVANCE OF CRIMINAL BAIL ABROAD

(only valid for Insured Parties resident in Italy)

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party. **Europ Assistance will advance payment of bail up to the maximum amount of Euro 15,000.00.** The amount of the bail paid by Europ Assistance by way of advance shall not in any case exceed the amount of Euro 15,000.00. The service will be provided when Europ Assistance has received bank guarantee in Italy.

#### Exclusions

The following are excluded from cover:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;

- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;

- cases occurring in countries in which there are no branches or representatives of Europ Assistance.

#### Obligations of the Insured Party

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

#### 16. INDICATION OF A LAWYER ABROAD

If the Insured Party should be arrested or threatened with arrest and require legal assistance, the Organisational Structure will provide the name of a lawyer as near as possible to the place in which the Insured Party is located, according to local availability.

#### Exclusions

The following are excluded from cover:

- all costs deriving from the intervention of the lawyer will be paid by the Insured Party.

The service does not apply to countries in which there are no branches or representatives of Europ Assistance.

#### 17. SENDING OF URGENT MESSAGES

If the Insured Party, in the event of illness and/or injury, should be unable to send urgent messages to people residing in Italy, the Organisational Structure will arrange for the notification of the message to the addressee.

The Organisational Structure is not responsible for the messages sent.

#### VEHICLE ASSISTANCE

#### 18. ON-ROAD EMERGENCY SERVICE

If the vehicle should be immobilised as a result of failure and/or incident, so as to be unable to move independently, the Insured Party shall telephone the Organisational Structure and ask that a roadside assistance vehicle be sent out; this will tow the vehicle from the place of immobilisation to the nearest Europ Assistance authorised service centre, to the nearest Manufacturer service centre or to the nearest mechanical workshop, or to the point indicated by the Insured Party, as long as within 50 kilometres (return trip) from the place of failure.

#### Limit of liability:

Europ Assistance shall pay the cost of roadside assistance: - to the destinations listed above.

#### Exclusions

The following are excluded from cover:

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

Tyre punctures or incorrect refuelling, where not causing the vehicle to fail, shall not be considered as claims.

#### 19. RECOVERY

In the event that, due to loss and/or breakage of keys, the piercing of tyres, flat batteries, failure to start in general, the vehicle cannot move by its own power, the Insured Party shall contact the Organisational Structure and request a service vehicle which will repair in situ if possible.

#### Maximum cover

Europ Assistance will pay for the rescue expenses as long as the supplier is **within 20 km of the place of failure**; if not, the "Roadside Assistance" service shall apply.

#### Exclusions

The following are excluded from cover:

- cost of spare parts and any other repair costs;
- costs for the intervention of extraordinary vehicles;
- intervention costs, if the vehicle suffered the failure while circulating off the public road or equivalent areas (e.g. off-road trails).

#### ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME

#### 20. MEDICAL CONSULTATION

If, in the event of illness and/or injury, a Family Member staying at home of the Insured Party should require an assessment of his/her health, he/she may contact the doctors of the Organisational Structure and request a telephone consultation.

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

**It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.**

#### 21. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

If, following a Medical Consultation, it should become evident that the Family Member of the Insured Party needs to have a medical examination, the Organisational Structure will send an authorised Europ Assistance doctor to the place of domicile, at the expense of Europ Assistance. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Family Member Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

#### Art.11. EXCLUSIONS

Cover is excluded for claims caused by or resulting from:

- a. automotive, motorcycle or motor boat races and related tests and training;
  - b. flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
  - c. wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, acts of terrorism and vandalism;
  - d. misconduct of the Insured Party or serious negligence;
  - e. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
  - f. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
  - g. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
  - h. removal and/or transplant of organs;
  - i. abuse of alcohol or psychological drugs;
  - j. use of mind-altering and hallucinogenic substances;
  - k. the Insured Party's not being authorized to drive the vehicle in accordance with applicable law provisions;
  - l. attempted suicide or suicide;
  - m. 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);
  - n. everything else not specifically indicated in the services.
- The services are also not provided in countries in a state of declared or de facto war. Such countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a risk level declared as equal to or above 4.0.

Countries whose state of war has been made publicly known are considered to be in a state of declared or de facto war.

Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

#### Art.12. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In case of claim covered by the Assistance insurance, the Insured Party shall immediately contact the Organisational Structure.

Non-performance of this obligation may result in forfeiture of the right to care services under Article 1915 of the Italian Civil Code.

#### Art.13. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

#### Art.14. NON-INSURABLE PERSONS

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of articles 1892, 1893 and 1894 of the Italian Civil Code.

### SECTION II - MEDICAL EXPENSE REIMBURSEMENT INSURANCE

#### DEFINITIONS

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

**Healthcare 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.

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

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

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

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

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

#### Art.15. SUBJECT OF THE INSURANCE

If following a sudden illness or injury, the Insured Party should incur medical/pharmaceutical/hospital expenses for urgent, non-deferrable surgery or treatment, received locally during the trip, during the period for which the guarantee is valid, Europ Assistance will reimburse them according to the limit to liability established in the table below, per insured person, per claim and per period of duration of coverage.

If an injury is covered then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made within 45 days of the injury.

##### Maximum cover

For medical and pharmaceutical expenses, including in the event of hospitalisation in a Healthcare Institute or place equipped to provide emergency treatment, Europ Assistance will pay for the costs, making direct payment locally by the Organisational Structure and/or in the form of a refund, up to the limit to liability specified in the table below.

Reimbursements will be made with a fixed, absolute deductible amount per claim and per Insured Party of Euro 50.00.

The above maximum cover includes:

- fees for staying in the Healthcare Institute prescribed by the doctor up to Euro 250.00 per day per Insured Party;
- urgent dental treatment, only following injury, up to Euro 250.00 per Insured Party;
- prosthesis repair expenses, only following injury, up to Euro 250.00 per Insured Party.
- expenses for search and rescue, up to Euro 500.00 per claim in Italy and Euro 500.00 abroad.

#### Art.16. EXCLUSIONS

The following are excluded from cover:

- a. all expenses incurred by the Insured Party if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
  - b. expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);
  - c. expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (except for those specified above following injury);
  - d. check-ups in Italy for situations consequent to illnesses that began during the trip;
  - e. transport and/or transfer expenses of the Healthcare Institute and/or the place of accommodation of the Insured Party.
- Cover is also not due for claims caused by or resulting from:
- f. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
  - g. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
  - h. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
  - i. 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);
  - j. removal and/or transplant of organs;
  - k. automotive, motorcycle or motor boat races and related tests and training;
  - l. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
  - m. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
  - n. misconduct of the Insured Party or serious negligence;
  - o. abuse of alcohol or psychological drugs;
  - p. use of mind-altering and hallucinogenic substances;
  - q. attempted suicide or suicide.

#### Art.17. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must contact the Organisational Structure and make a declaration within sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions given (or accessing the website [www.europassistance.it](http://www.europassistance.it), claims section, directly) or providing written notice to Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan, specifying "Ufficio Liquidazione Sinistri - Rimborso Spese Mediche" (Claims Liquidation Office - Medical Expense Reimbursement) on the envelope and posting:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- the circumstances of the event;
- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a true copy of the original medical record;
- 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 any purchase of medicinal products with original receipts of the medicinal products purchased.

Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

**Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.**

#### Art.18. CRITERIA FOR LIQUIDATION OF THE DAMAGES

Following the assessment of the documentation received, Europ Assistance will liquidate the damages and make the related payment, net of the deductible amounts envisaged.

#### Art.19. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

#### Art.20. NON-INSURABLE PERSONS

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of articles 1892, 1893 and 1894 of the Italian Civil Code.

### SECTION III - LUGGAGE AND PERSONAL EFFECTS INSURANCE

#### DEFINITIONS

**Luggage damage:** any damage suffered by the luggage during travel by boat or air.

**Luggage:** the suitcase, trunk and personal items contained therein that the Insured Party carries with him on the trip.

#### Art.21. SUBJECT OF THE INSURANCE

##### 1. LUGGAGE AND PERSONAL EFFECTS

If the Insured Party should suffer direct tangible damages as a result of theft, theft with break-in, robbery, bag snatching, loss, mislaying, damage to his luggage and/or personal effects, including the clothing worn at the start of travel, Europ Assistance will provide compensation according to their value and up to the maximum amount set out in the table below, per insured person, per claim and per period of duration of coverage..

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.

The cover has territorial scope and applies up to the amount established in the table below.

Without prejudice to the maximum cover specified above, maximum indemnity per object, including bags, cases and rucksacks, cannot exceed Euro 150.00.

Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) are considered as a single item.

In the event of theft, robbery, bag snatching or loss of ID cards, passports and driving licences, in addition to the maximum cover, the expenses will also be reimbursed for the re-issue of said documents, where certified by proof of expenditure and up to the total maximum amount of Euro 50.00.

##### Excess

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, are covered up to a total of 50% of the insured amount.

Damages to cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects are covered up to a total of 30% of the insured amount.

The cover only applies if the goods are worn or kept in the hotel deposit.

The amount envisaged is halved for damages caused by:

- forgetting, lack of care or mislaying by the Insured Party;
- theft with break-in of luggage contained in a properly locked vehicle, not visible from the outside;
- theft of the entire vehicle;
- theft of objects contained in the tent, as long as in a duly equipped and authorised camp site.

##### 2. DELAYED DELIVERY OF LUGGAGE

If, following the delivery of luggage more than 12 hours later than the flight time, as duly confirmed, and charter flights, the Insured Party should incur unforeseen expenses for the purchase of toiletries and/or the necessary clothing, Europ Assistance will refund these up to the maximum amount of Euro 150.00 per claim and for the duration of the trip.

#### Art.22. EXCLUSIONS

The following are excluded from coverage of "Luggage and personal effects":

- a. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, helmet, professional equipment, documents other than ID cards, passports and driving licences;
- b. all claims occurring during travel on motor vehicles of any power;
- c. damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;

- d. goods other than items of clothing, such as watches and spectacles and sunglasses, which were delivered, even with the clothes, to transport companies, including the airline;
- e. the case of theft of luggage contained in a vehicle that was not properly locked;
- f. the case of theft of luggage contained in a vehicle that was visible from the outside;
- g. the case of theft of luggage on board a vehicle that was not kept in a monitored garage between 8pm and 7am;
- h. fixed accessories and services of the vehicle (including removable radios or players).

The following are excluded from coverage of "Expenses for delayed delivery of luggage":

- i. the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- j. all expenses incurred by the Insured Party after receipt of the luggage.
- Cover of "Luggage and personal effects" and "Expenses for delayed delivery of luggage" is also not provided for claims caused by or resulting from:
- k. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- l. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- m. gross negligence or misconduct of the Insured Party.

**Art.23. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

For the coverage of "Luggage and personal effects", in case of claim the Insured Party must make a declaration, no later than sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions (or accessing the website [www.europassistance.it](http://www.europassistance.it) Claims Section directly) or provide written notice to Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan,

specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office - Luggage Proceedings) on the envelope and posting, even later but in any case within sixty days of the claim:

- first name, last name, address, telephone number;
  - Europ Assistance card number or copy if held by the Insured Party;
  - 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.
- Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.**
- For the coverage of "Expenses for delayed delivery of luggage", in case of claim the Insured Party must make a declaration, no later than sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and

- following the instructions (or accessing the website [www.europassistance.it](http://www.europassistance.it) Claims Section directly) or, must send a written declaration addressed to: Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office - Luggage Proceedings) on the envelope and submitting:
- first name, last name, address, telephone number;
  - Europ Assistance card number or copy if held by the Insured Party;
  - 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.

**Breach of the obligations relating to the declaration of the Claim may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.**

**Art.24. CRITERIA FOR LIQUIDATION OF THE DAMAGES**

For the "Luggage and personal effects" guarantee, the damage is liquidated, in supplementation of that reimbursed by the carrier or hotelier responsible and up to the amount insured, according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance. 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. 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.

EUROP ASSISTANCE ITALIA S.p.A.

**HOW TO CALL EUROP ASSISTANCE**

If necessary, wherever you are and at any time, the Europ Assistance Organisational Structure is operative 24 hours a day.

The specialised staff of the Organisational Structure is at your complete disposal, ready 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/ 58.28.65.32**

The following information must be provided:

- Type of service requested
- Name and surname
- Europ Assistance card number
- Address of the place where the Insured is located
- Telephone number

If you are unable to call the Organisational Structure, you can send: a fax to 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN

In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data of the Insured Party and to this end requires, in accordance with Italian Legislative Decree no. 196/03 (the Privacy Code) your consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his common, sensitive and legal personal data, as indicated in the Privacy Disclosure received.

maximum coverage

	Medical Expenses	Luggage
Italy	€ 750,00	€ 750,00
Europe and Med	€ 5.000,00	€ 750,00
World	€ 7.000,00	€ 750,00

**Europ Assistance Italia S.p.A.**  
 Sede sociale, Direzione e Uffici:  
 Piazza Trento, 8 - 20135 Milano  
 Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
 PEC: [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
 Capitale Sociale Euro 12.000.000,00 i.v.  
 Rea 754519 - P. IVA 00776030157  
 Reg. Imp. Milano e C.F. 80039790151  
 Impresa autorizzata all'esercizio delle assicurazioni con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 n. 152).

Iscritta alla Sezione I dell'Albo delle imprese di assicurazione e riassicurazione al n. 1.00108. Società appartenente al Gruppo Generali, iscritto all'Albo dei Gruppi assicurativi. Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

**AZIENDA CON SISTEMA DI GESTIONE QUALITÀ CERTIFICATO DA DNV GL = ISO 9001 =**

Complaints

Any complaints concerning the contract or claim 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).

Should the complainant not be satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact the IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela del Consumatore (Consumer Protection Service), via del Quirinale 21 - 00187 Rome, accompanying the complaint with all the documentation relating to the claim processed by the Company. In these cases, and for the claims relating to compliance with sector legislation to be submitted directly to IVASS, the claim must specify:

- first name, surname and domicile of the complainant with any telephone contact number;
- identification of the subject or subjects whose work is complained of;
- a brief, yet complete description of the reason for the complaint;
- a copy of the complaint made to the insurance company and any reply provided by 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).

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)).

Before involving the legal Authority, alternative systems can be used to settle the dispute, as envisaged by law or convention.

**Insurance disputes on the determination and estimate of damages under the scope of the policies against the risk of damages.**

In the event of any dispute relating to the determination and estimate of the damages, it is necessary to appeal to a contractual appraisal envisaged by the policy conditions for settling this type of dispute. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damages in which the contractual appraisal has already been completed or not relating to the determination and estimate of damages, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

**Insurance disputes on medical issues**

In the event of a dispute relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy conditions. The request to activate the contractual appraisal or arbitration, must be addressed to: Ufficio Liquidazione Sinistri [Claims Liquidation Office] – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering injury or illness in which arbitration has already been attempted or not relating to medical matters, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.