



**Card n°ECW + Booking No.**

## **TRAVEL TOUR OPERATOR**

**INSURANCE CONDITIONS MOD.16100 – 24.11.2020**

**Medical Assistance – Vehicle Assistance – Medical Expense Reimbursement – Cancellation - Renewal**

*The implementation of these conditions is subject to the validity of the Policy.*

attending physician, a travel companion or a supplier) both on paper and computer or app.

To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);

### **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 accidents and information about criminal offences and judgements.

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

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the Data Protection Officer c/o Europ Assistance Italia - 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 including that relating to your health or criminal offences and convictions, for the following insurance purposes:

to carry out the activities envisaged by the Insurance Conditions, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position if the COVER involves geolocation, is processed to comply with the contract; in order to process, where necessary, your Data relating to your health or offences or criminal sentences, you will need to give consent;

to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments: your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;

to carry out the activities envisaged by the law, such as, for example, the storage of Insurance Conditions and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law 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, Europ Assistance Italia uses the Personal Data it has obtained from you or other people (such as, for example from the policyholder, a relative of yours or your

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

According to the activities 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 applicable law. 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 are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

Europ Assistance Italia 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 stipulation of a policy, request for a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by you over time to the consent/refusal. You retain the right to object at any time to said processing and to request that your data be erased if there are no contractual or regulatory conditions that envisage its storage.

The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.

The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

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

What are your rights in protection of your personal data?

In connection with the processing of your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of your personal data?".

You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

### **How can you exercise your rights in protection of your personal data?**

to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of your Personal Data processed by Europ Assistance Italia;

to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to 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 may 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.

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

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

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

[4] To the Policyholder, 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.

### **GENERAL DEFINITIONS**

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

**Contracting Party:** ELITE VACANZE GESTIONI S.R.L. with registered office in Figline e Incisa Valdarno (FI), at Via Norcenni n. 7 - VAT no. 06196120486, which stipulates the Policy on behalf of third parties.

**Europ Assistance:** the insurance company, i.e. Europ Assistance Italia S.p.A. - Registered office, Management and Offices: Piazza Trento, 8 – 20135 Milan – Certified e-mail address:

[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.

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

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

**Policy:** the contractual document that proves the insurance contract and regulates relations between Europ Assistance, the Contracting Party and the Insured Party.

**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.

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

**Organisational 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 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:**

For Insured Parties resident in the European Union or Switzerland:

- in the event of travel by air, train, coach or boat, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;
- in the event of travel by car or other means not included in the point above, to more than 50 km from the place of residence in a European Union Member State or Switzerland. For Insured Parties residing in non-European Union Member States:
- in the event of travel by air, train, coach or boat, 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;
- in the event of travel by car or other means not included in the point above, to the crossing of the border and customs of a European Union Member State or Switzerland.

## **SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL**

### **Art. 1. OTHER INSURANCE**

In accordance with the provisions of Art. 1910 of the Italian Civil Code **any Insured Party enjoying Services/Guarantees similar to those of this insurance**, 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, advances 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 invoice is issued.

### **Art. 5. PERSONAL DATA PROTECTION**

**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. Processing could also involve information regarding their state of health, criminal offences or criminal convictions. You may 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".**

### **Art. 6. 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 the resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.**

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

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

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

**Please note:**

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

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

## **SECTION I - ASSISTANCE INSURANCE**

### **SPECIAL SECTION DEFINITIONS**

#### **HEALTH SERVICES WHILE TRAVELLING**

**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.

**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.

#### **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. **Residence:** The place where an individual habitually resides, as stated in the certificate of residence.

**Vehicle:** Under Articles 47 et seq. of the New Road Regulations, a vehicle is defined as a means of transport for personal use owned by a family member or the company, with a total weight when fully loaded of up to 35 metric tonnes, and specifically:

- an automobile.

### **SPECIAL SECTION CONDITIONS**

#### **Art. 6. INSURED PARTIES**

##### **PERSONAL ASSISTANCE**

The following are insured:

○ the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.

○ the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

##### **VEHICLE ASSISTANCE**

The following are insured:

○ the natural person who drives the vehicle (as defined above in greater detail), regardless of whether said drivers is the owner or a person authorized by the latter to drive the vehicle, who has booked a stay at the Contracting Party.

#### **Art. 7. INSURANCE SCOPE AND COVERAGE**

The assistance services, listed in the "Services" paragraph, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a covered event, are provided **only once per type of service during the duration of a trip.**

##### **Services**

##### **PERSONAL ASSISTANCE**

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

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

SENDING OF A DOCTOR OR AMBULANCE TO 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.

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*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 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 Healthcare Institute in the country 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 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 travel tickets not used for the return of 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 will arrange and provide for transport of the body to the place of burial in the country of residence.

Europ Assistance will pay for the **transport expenses of the body up to a maximum of Euro 5,000.00 per Insured Party**; if this provision should entail a greater outlay, Europ Assistance will intervene immediately after having received suitable guarantees in Italy, with respect to payment of the extra amount.

**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;**
- **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 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.

**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. **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.

**The following are excluded from cover:**

- room and board expenses of the accompanying family member.

#### 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.

**The following are excluded from cover:**

- hotel expenses other than room and breakfast.

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

If the Insured Party, if ill and/or injured whilst abroad, 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.

**Limit of liability:**

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 residing 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.**

**The following are excluded from the service:**

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

#### Insured Party's obligations:

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.

**The following are excluded from the service:**

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

#### Insured Party's obligations:

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 residing 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.

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.

**The following are excluded from the service:**

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

#### Insured Party's obligations:

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. **The following are excluded from the service**

- 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, for incidents occurring in Italy.

**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).

**The following are not considered as incidents:**

- tyre punctures;
- incorrect refuelling, where not causing the vehicle to fail.

#### 19. CONTINUATION OF TRIP

In the event that, following failure, accident, fire or partial theft, the vehicle remains immobilized and requires a stop for repairs longer than 36 hours or in Italy, the Organization Structure shall provide to the Insured and the passengers a first class train ticket or a taxi for them to continue the trip.

**Limit of liability:**

The following shall be paid by Europ Assistance.

- the cost of the tickets **up to Euro 200.00, if continuation takes place from Italy;**

- the cost of the taxi **up to a maximum of Euro 50.00, which can be used by the Insured Party to continue their travel.**

**The following are excluded from cover:**

- costs of fuel and tolls (motorways, ferries, etc.);
- insurance coverage not required by law, and the relevant deductibles;
- shipping of luggage exceeding the limits allowed by public means of transport or that cannot be carried in the rental car.

#### Art. 8. TERRITORIAL SCOPE OF COVERAGE

**For Insured Parties residing in the European Union or Switzerland,** this refers to the countries where the claim occurred and in which the guarantees and services are given.

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

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

B) all European Union Member States and, more specifically: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, and Hungary.

C) all non-EU European Countries and Mediterranean Rim countries: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, and Turkey.

D) all countries throughout the world.

**For Insured Parties residing in non-European Union Member States:**

reference is made to the countries specified under points A) and B) above.

**For all Insured Parties, the policy does not apply in the following countries:**

**Afghanistan, Antarctica, 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.**

#### Art. 9. EXCLUSIONS

Cover is excluded for claims caused by or resulting from: **For PERSONAL ASSISTANCE services:**

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 pathological situations;

d. removal and/or transplant of organs;

e. abuse of alcohol or psychological drugs;

f. use of mind-altering and hallucinogenic substances;

g. 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)

**For VEHICLE ASSISTANCE services:**

h. the Insured Party's not being authorized to drive the vehicle in accordance with applicable law provisions;

i. wilful misconduct of the Insured Party or passengers carried;

j. participation of the Vehicle in motor car racing and related trials;

k. driving the Vehicle in a state of drunkenness or under the effects of drugs and the use of drugs and hallucinogenic products;

l. everything else not specifically indicated in the services. **FOR ALL SERVICES:**

m. misconduct of the Insured Party or serious negligence;

n. war, flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

o. strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;

p. attempted suicide or suicide by the Insured Party

q. everything else not specifically indicated in the services. Additionally, covered services are not provided in Countries in a state of declared or undeclared war, including the Countries listed in the website <http://watch.exclusiveanalysis.com/lists/cargo> with a risk score of 4.0 or higher. 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. 10. PERSONS WHO CANNOT BE INSURED** (Article valid only in the event of Personal Assistance)  
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.

**Art. 11. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**  
In case of claim covered by the assistance insurance, the Insured shall immediately contact the Organizational Structure. Nonperformance of this obligation may result in forfeiture of the right to care services under Article 1915 of the Civil Code.

**Art. 12. PROFESSIONAL SECRECY** (Article valid only in the event of Personal Assistance)  
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. 13. 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. 14. 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.  
The maximum coverage duration per period of continuous stay abroad during the validity period of the Insurance is 30 consecutive days.  
For [ROADSIDE ASSISTANCE](#) and [CONTINUATION OF TRAVEL services only](#)  
Coverage is effective from midnight of the day before check-in date and expires when the Insured checks in at the booked hotel. Subsequently, it shall be effective from the time the Insured checks out to his/her return home.

## SECTION II - MEDICAL EXPENSE REIMBURSEMENT INSURANCE

### SPECIAL SECTION 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.  
**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.

### SPECIAL SECTION CONDITIONS

**Art. 15. INSURED PARTIES** The following are insured:

- o the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- o the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

**Art. 16. SUBJECT OF THE INSURANCE**

If following a sudden illness or injury, the Insured Party should incur medical/pharmaceutical/hospital expenses for urgent, nondeferrable surgery or treatment, received locally during the trip, during the period for which the guarantee is valid, Europ Assistance will repay them according to the maximum amount established under the heading DETERMINATION OF MAXIMUM COVER, considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

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.

**Limit of liability:**

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 maximum cover indicated under the heading DETERMINATION OF MAXIMUM COVER, considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

Reimbursements will be made with a **fixed, absolute deductible amount per claim and per Insured Party of Euro 35.00.**

The above maximum cover includes:

- fees for staying in the Healthcare Institute prescribed by the doctor **up to Euro 200.00 per day per Insured Party;**
- urgent dental treatment, only following injury, **up to Euro 100.00 per Insured Party;**
- prosthesis repair expenses, only following injury, **up to Euro 100.00 per Insured Party.**

**Art. 17. TERRITORIAL SCOPE OF COVERAGE**

For Insured Parties residing in the European Union or Switzerland, this refers to the countries where the claim occurred and in which the guarantees and services are given.

These are divided up into four groups:

- A) Italy; Vatican City and the Republic of San Marino;
- B) all European Union Member States and, more specifically: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, and Hungary.
- C) all non-EU European Countries and Mediterranean Rim countries: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, and Turkey.
- D) all countries throughout the world.

For Insured Parties residing in non-European Union Member States: reference is made to the countries specified under points A) and B) above.

For all Insured Parties, the policy does not apply in the following countries:

**Afghanistan, Antarctica, 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.** Art. 18. 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.
- f. Cover is also not due for claims caused by or resulting from:
- g. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- h. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- i. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- j. 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 nonamateur level (including competitions, races, trials and training);

k. removal and/or transplant of organs;

l. automotive, motorcycle or motor boat races and related tests and training;

m. flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;

n. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;

o. misconduct on the part of the Insured Party;

p. abuse of alcohol or psychological drugs and the use of mind-altering and hallucinogenic substances;

q. attempted suicide or suicide.

**Art. 19. 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.

**Art. 20. 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://sinistrionline.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:

1. first name, last name, address, telephone number;
2. Europ Assistance card number or copy if held by the Insured Party;
3. the circumstances of the event;
4. 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;
5. in the event of hospitalisation, a true copy of the original medical record;
6. 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;
7. medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased.
8. 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 this obligation may result in the loss of a right to Indemnity, in accordance with Art. 1915 of the Italian Civil Code.

**Art. 21. 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. 22. 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. 23. 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.  
The maximum continuous stay abroad during the validity period of the Insurance is 60 days.

**Art. 24. DETERMINATION OF MAXIMUM COVER** For the "Medical Expense Reimbursement" coverage, the maximum cover per Insured Party is Euro 500.00 for Italy and Euro 5,000.00 for all other countries.

## SECTION III - TRAVEL CANCELLATION INSURANCE

### SPECIAL SECTION DEFINITIONS

Travel companion: the insured person with the same policy and registered for travel together with and at the same time as the Insured Party.

**Family Members:** the spouse, live-in companion *more uxorio*, children, parents, siblings, brothers/sisters-in-law, grandparents, grandchildren, nieces, nephews and all others living with the insured party as long as such is proven by a valid personal data certificate.  
**Injury:** the claim caused by pure bad, external luck resulting in bodily 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 medical and medical surgical assistance. Thermal baths are excluded, along with convalescence and residential homes.  
**Illness:** a change in health not caused by an injury. **Penalty:** the amount charged to the Client withdrawing from the travel/rental contract prior to departure.  
**Residence:** the place in which the natural person generally lives, as resulting from the personal data certificate. **Hospitalisation:** an overnight stay in a Healthcare Institute.

## SPECIAL SECTION CONDITIONS

**Art. 25. INSURED PARTIES** The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

## Art. 26. SUBJECT OF THE INSURANCE

### 1. TRIP CANCELLATION

If the Insured Party should need to cancel or alter the trip booked, for reasons or events that could not be foreseen at the time of booking, affecting:

- the Insured Party him/herself directly and/or his/her family members;
- the joint-owner of the associated firm/business directly; Europ Assistance will reimburse the penalty, applied contractually by the Contracting Party, - to the Insured Party; and, as long as they are insured and registered in the same travel file:
- to live-in family members; □ to one of the Travel Companions.

If several insured parties are registered to travel together at the same time, for lack of any other persons of the same family nucleus living with the Insured Party, the latter shall specify a single person as his/her "Travel Companion".

### Maximum cover

The penalty charged to the Insured Party by the Contracting Party is reimbursed in full, including the costs for managing the proceedings, **up to the maximum cover specified under Art. DETERMINATION OF MAXIMUM COVER.**

## COVID-19 CANCELLATION GUARANTEE

This guarantee extends the "Travel Cancellation Guarantee" to Covid-19 cases.

You can request a trip or rental cancellation cost guarantee when you have to cancel the booked trip, following a positive result from Covid-19 verified by reports with positive results, affecting:  
-the Insured Party him/herself directly and/or his/her family members;  
- your Travel Companion directly.

Furthermore, you can cancel the trip in the event that you, a person living with you, a family member living with you or a travel companion, after a test to evaluate the Covid -19 infection carried out by a Health Facility and the result is positive you cannot leave because the Healthcare Facility has set an appointment for you, your family member or your travel companion for further diagnostic tests (swab).

## Art. 27. EXCLUSIONS

Europ Assistance will not provide reimbursement in the event of: **a. misconduct on the part of the Insured Party;**

**b. causes that are not medical in nature, could be foreseen and/or were known to the Insured Party at the time of booking;**

**c. situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism, earthquakes, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration, radiation caused by the artificial acceleration of atomic particles;**

**d. bankruptcy of the Carrier or Travel Agency or Organiser;**

**e. epidemics classed as pandemics (except Covid-19), 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;**

**f. deposits and/or advances that are not justified by penalty tax documents;**

**g. failure by the Insured Party 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.**

**h. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.**

**Cover is also not due for claims caused by or resulting from:**  
**a. theft, robbery, loss of identification and/or travel documents;**

**b. bankruptcy of the Carrier or Travel Agency or Organiser;**

**c. cancellation by the Tour Operator / Travel Agency;**

**d. deposits and/or advances that are not justified by penalty tax documents;**

**e. failure by the Insured Party 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.**

**f. anything not indicated in art. "Object of the Insurance".**

**g. the cover does not include expenses due or attributable to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination.**

## Art. 28. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

**1. In the event of a change and/or forced renunciation of travel, the Insured Party must:**

□ **inform the travel organisation or agency or carrier of his/her formal renunciation of the travel;**

□ **make a declaration 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. The claim may be filed by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions (or accessing the website directly at [www.europassistance.it](http://www.europassistance.it) - Claims section) or writing to Europ Assistance – Ufficio Liquidazione Sinistri (Annullamento Viaggio) (Claims Liquidation Office (Travel Cancellation)) – Piazza Trento, 8 20135 Milan, Italy, providing the following information:**

□ **first name, last name, address, telephone number, tax code;**

□ **indication of the connection between the Insured Party and any party causing the**

**renunciation;**

□ **Europ Assistance card number;**

□ **place, day and time of the event and the circumstances that**

**caused it.**

**Within 15 days of the above declaration, the Insured Party must also provide Europ Assistance with the following documents:**

□ **travel registration card or similar document;**

□ **receipts (deposit, balance, penalty) of payment of the travel or**

**rental;**

□ **statement of booking confirmation issued by the shipping**

**company;**

□ **invoice relating to the penalty charged.**

**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.**

In the event of modification and / or forced renunciation of the trip to Covid-19, the Insured must notify the travel organization or agency or the carrier of the formal renunciation of the Trip and must make a complaint no later than 3 days from when the cause of the renunciation occurred and in any case within the travel start date if the 3 day deadline falls after the travel start date.

you must send:

- Covid-19 positivity test report (swab and / or serological test);

- certificate from the hospital where you were hospitalized for Covid-19.

**Europ Assistance has the faculty to request additional documentation before liquidating the claim, with respect to that required by contract and it shall not forfeit its right, at any time and in any case, to raise any exceptions, even if guarantees have begun to be liquidated.**

**Art. 29. LIQUIDATION CRITERIA**  
**The calculation of the reimbursement will be equivalent to the percentages of penalties existing as at the date on which the event took place (art. 1914 of the Italian Civil Code). Therefore, if the Insured Party should cancel travel after the event, any greater penalty will be at his expense.**

**Art. 30. 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. 31. EFFECTIVE DATE AND DURATION OF COVERAGE** **The insurance for the Insured Party runs from midnight on the date**

**on which the travel is booked/the policy is purchased, until the start of the first portion of the trip.**

**The Covid-19 Cancellation Guarantee starts from the travel booking date and lasts until the start of the journey. The beginning of the journey means: the moment of check-in at the airport or in case of early check-in the passage of the checks for boarding, or for rentals on the day of the start of the stay.**

## Art. 32. DETERMINATION OF MAXIMUM COVER

Europ Assistance shall reimburse the entire amount of the penalty charged to the Insured Party by the Contracting Party up to the cost of the travel booked, which in any case **may not exceed Euro 5,000.00 per Insured Party**

In the event of the renunciation of more than one Insured Party registered for travel together and simultaneously, the reimbursement will be paid out **up to the amount equal to the sum of the maximum amounts insured per Insured Party, but with the total maximum of Euro 15,000.00 per claim.**

## SECTION IV - TRAVEL REPETITION INSURANCE

## SPECIAL SECTION DEFINITIONS

**Injury:** the claim caused by pure bad, external luck resulting in bodily 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. **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:** an overnight stay in a Healthcare Institute.

## SPECIAL SECTION CONDITIONS

## Art. 33. INSURED PARTIES

The following are insured:

○ the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.

○ the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

## Art. 34. SUBJECT OF THE INSURANCE

If the Insured Party should interrupt the trip insured exclusively as a result of:

- organisation and delivery by Europ Assistance of the provision of **Return for health reasons**, according to contractual conditions;

- organisation and delivery by Europ Assistance of the provision of **Early return**, according to contractual conditions;

- redirection of the aeroplane on which the Insured Party is travelling, following an act of piracy.

**Europ Assistance will refund the portion of the trip not used, calculated as specified in the Article entitled "CRITERIA FOR THE LIQUIDATION OF DAMAGES".**

The part of the travel not used will be reimbursed **up to a maximum of the travel purchase value and as specified in the Policy under the Article "DETERMINATION OF MAXIMUM COVER".**

## Art. 35. TERRITORIAL SCOPE OF COVERAGE

**For Insured Parties residing in the European Union or Switzerland**, this refers to the countries where the claim occurred and in which the guarantees and services are given.

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

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

B) all European Union Member States and, more specifically: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, and Hungary.

C) all non-EU European Countries and Mediterranean Rim countries: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, and Turkey.

D) all countries throughout the world.

**For Insured Parties residing in non-European Union Member States:**

reference is made to the countries specified under points A) and B) above.

**For all Insured Parties, the policy does not apply in the following countries:**

**Afghanistan, Antarctica, 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.**

## Art. 36. EXCLUSIONS

**Cover excludes interruptions of travel caused by:**

**a. pre-existing illness at the time the cover starts;**

- b. pregnancy or consequent pathological situations;
- c. nervous or mental diseases;
- d. illness or injury the treatment of which constituted the purpose of the trip.

**Art. 37. OBLIGATIONS OF THE INSURED PARTY**

Following the interruption of the trip, within sixty days of his return to domicile, the Insured Party must submit a claim by accessing the portal <https://sinistrionline.europassistance.it> and following the instructions given (or by accessing the website [www.europassistance.it](http://www.europassistance.it), claims section, directly)

or must send a telegram or fax to 02.58.47.70.19, with a written declaration addressed to: **Europ Assistance - Piazza Trento, 8 - 20135 Milan - specifying "Ufficio Liquidazione Sinistri - Rifacimento Viaggio" (Claims Liquidation Office - Travel Repetition) on the envelope** and giving:

1. first name, last name, address, telephone number;
2. Europ Assistance card number;
3. authorisation to the processing of personal data by including the following declaration in the report, which must be signed by the Insured Party: "I hereby authorise Europ Assistance Italia S.p.A. to process my personal data, including sensitive data, to evaluate the liquidation of the claim";
4. the reason for the interruption of travel;
5. travel programme;
6. return date;
7. certificate of payment of travel;
8. extract statement confirming the booking as issued by the Travel Agency/Organisation.

**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. 38. CRITERIA FOR LIQUIDATION OF THE DAMAGES**

Europ Assistance will calculate the daily value of the trip, dividing the total value declared on the policy by the number of days initially envisaged and will then proceed to pay the residual days not used by the Insured Party. The date on which travel is interrupted and that of return envisaged at the start of travel, will be considered as a single day.

**Art. 39. 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. 40. 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.

**The maximum continuous stay abroad during the validity period of the Insurance is 60 days.**

**Art. 41. DETERMINATION OF MAXIMUM COVER**

For this Section, the part of travel not used will be reimbursed **up to a maximum of the value for the purchase of travel and, in any case, may not exceed Euro 5,000.00 per Insured Party**. In the event of the interruption of more than one Insured Party registered for travel together and simultaneously, the reimbursement will be paid out **up to the amount equal to the sum of the maximum amounts insured per Insured Party, but with the total maximum of Euro 15,000.00 per claim.**

EUROP ASSISTANCE ITALIA S.p.A

**Europ Assistance Italia S.p.A.**  
 Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.47.70.19 - [www.europassistance.it](http://www.europassistance.it)  
 Indirizzo postale elettronica e cartacea (PEC): [europassistance@pec.europassistance.it](mailto:europassistance@pec.europassistance.it)  
 Capitale Sociale Euro 10.000.000.000 i.v. - Reg. 2542/79 - Partita IVA 01223070232 - Reg. Imp. Milano e C.F. 80039000232  
 Impresa aderente all'Associazione delle assicurazioni, con licenza del Ministero dell'Interno, del Commercio e del Risparmio, n. 20456 del 22/04/04 (Gazzetta Ufficiale del 27/05/04, n. 190) - Società alla versione 1 dell'Albo delle imprese di assicurazione e intermediarie al n. 1460088 - Società appartenente al Gruppo Generali, iscritta all'Albo delle imprese assicurative - Società soggetta alla direzione e al supervisionamento di Assicurazioni Generali 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. **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 extend to the use of data relating to your state of health, criminal offences and convictions, as indicated in the Privacy Policy 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 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 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 accident 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 letter sent recorded delivery with advice of receipt or certified e-mail to [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 accident 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 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)).