

## TRAVEL TOUR OPERATOR INSURANCE CONDITIONS MOD.13547

### Assistance – Medical Expense Reimbursement – Travel or Lease Cancellation Expenses – Trip Repetition

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

#### INFORMATION TO CLIENTS ON PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of Legislative Decree no. 196 dated 30 June 2003 on the protection of personal data (Privacy Code), please be informed that:

Your ordinary and, strictly if necessary, your sensitive and judicial personal data (the "Data") will be processed by Europ Assistance Italia S.p.A. using paper, electronic and/or automated means for purposes connected with:

a. Contract management and performance (including but not limited to: policy management; 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);

b. performance of obligations arising from laws, regulations or EU legislation (e.g. anti-money laundering) and/or provisions issued by public authorities;

1. Data processing is:

a. necessary for contract performance and management (1.a);  
b. required under a law, regulation or EU legislation and/or provisions issued by public authorities (1.b);  
2. The Data may be disclosed to the following parties as independent Controllers:

a. specific individuals or entities, designated by Europ Assistance Italia S.p.A. to provide services instrumental or necessary for performing the contract in Italy and abroad, including but not limited to individuals or entities in charge of managing databases and processing data; credit institutions, and individuals/entities in charge of managing postal mailing services;

b. specific associations (ANIA) and consortia of the insurance sector, supervisory authorities, judicial authorities as well as any other party to whom the data need to be disclosed in order to achieve the purposes set forth in 1.b above, or to provide the services instrumental or necessary to contract performance, or to safeguard the rights of the insurance industry;

c. assistance providers (including but not limited to: road assistance services, repair workshops, vehicle demolition facilities, craftsmen, experts, forensic physicians, physicians, nurses, healthcare facilities and other service providers under agreement with the Insurance Company); subsidiaries or associated companies of Europ Assistance Italia S.p.A. or designated by the latter, in Italy or abroad, for the achievement of the purposes set out in 1 above; other insurance companies with a view to distributing risk and preventing and detecting insurance frauds; or other individuals/entities that are part of the so-called "insurance chain" including but not limited to agents and subagents;

d. the Contracting Party **GESTURIST CESENATICO S.p.A.** and insurance brokers, if any.

Additionally, your Data may be shared with employees and associates acting as Persons Tasked with Processing or Data Processors.

The Data are not subject to disclosure.

3. The personal data processing Controller is Europ Assistance Italia S.p.A. You may request a list of Data Processors and exercise the rights set forth in Article 7 of the Privacy Code (in particular: receive confirmation from the Controller that data concerning you exist; be informed of who they are disclosed to and of the rationale and purposes of data processing; and obtain the deletion, updating or blocking of said data, as well as object to the processing for legitimate reasons, by writing to: Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milano – Ufficio Protezione Dati).

UfficioProtezioneDati@europassistance.it

#### GENERAL DEFINITIONS

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

**Insurance:** the insurance contract.

**Contractor:** **GESTURIST CESENATICO S.p.A.** who signs the policy on behalf of others.

**Europ Assistance:** The insurance company and as such Europ Assistance Italia S.p.A – An Enterprise authorized to provide insurance, by decree of the Ministry of Industry and Trade N. 19569 of June 2, 1993 (Official Gazette of July 1<sup>st</sup>, 1993 No. 152) – Subscribed to Section I of the Register of Insurance and Reinsurance Companies at No 1.00108 - Companies belonging to the Generali Group, subscribed to the Register of Insurance Groups - Company subject to the direction and coordination of Assicurazioni Generali S.p.A.

**Deductible:** the fixed amount pre-agreed upon, which remains to be covered by the Insured per claim.

**Warranty:** the insurance for which, in case of an accident, Europ Assistance will approve compensation and for which, the relative insurance premium will have been paid.

**Compensation:** the amount paid by Europ Assistance in case of an accident.

**Maximum coverage:** The maximum commitment indemnity/compensation of Europ Assistance.

**Policy:** The document considered as a whole, which proves the insurance and which regulates the relationship between Europ Assistance, the Contractor and the Insured.

**Benefits:** the assistance provided by Europ Assistance, through the Organizational Structure, to those Insured in the event of an accident.

**Accident:** the occurrence of the damaging fact for which the insurance warranty is provided.

**Organizational Structure:** The structure of Europ Assistance Service S.p.A. - P.zza Trento, 8 - 20135 Milano, consists of managers, personnel (doctors, technicians, operators), equipment and facilities (centralized or not) operation 24 hours a day every day of the year or within the various limits provided for in the contract, which provides for telephone contact with the insured, the organization and provision of assistance services provided for in the policy with the costs borne by Europ Assistance Italia S.p.A.

**Trip:** the duration of the stay booked/purchased from the Contractor and more precisely, the time period of the accommodation from the day of check-in to the day of check-out.

#### SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

##### Art. 1. OTHER INSURANCES

Pursuant to art. 1910 of the C.C., the Insured who benefits of performances/warranties similar to those of this insurance, by virtue of contracts with other insurance companies, is still obliged to give notice of the claim to any insurance company, and specifically to Europ Assistance Italia S.p.A.

##### Art. 2. GOVERNING LAW OF THE POLICY, JURISDICTION AND MEDIATION PROCEDURE

The Policy is governed by the Italian law. All disputes relating to the Policy are subject to Italian jurisdiction. For all which is not stated as otherwise regulated, the norms of law apply.

##### Art. 3. DELIMITATIONS OF BENEFITS AND WARRANTIES

Assistance benefits are only provided once for each type, within the period of travel time. The warranty "Insurance Reimbursement of medical expenses" may be requested several times within the duration of the trip, provided that the total amount of claims paid does not exceed the maximum limits outlined herein.

##### Art. 4. STATUTE OF LIMITATIONS

Every right derived from the insurance contract will lapse within two years from the date on which occurred the event on which the right is based, pursuant to article 2952 of the civil code.

##### Art. 5. CURRENCY OF PAYMENT

The compensation and reimbursements are paid in Italy in Euro. In the case of costs incurred in countries outside the European Union or pertaining to the same but who have not adopted the Euro as their currency, the refund will be calculated at the exchange rate set by the European Central Bank on the day on which the Insured sustained the expenditure.

#### SECTION I – INSURANCE SERVICE

##### SPECIAL DEFINITIONS OF THE SECTION

##### HEALTH SERVICES WHILE TRAVELLING, ASSISTANCE TO FAMILY MEMBERS AT HOME, AND HOME ASSISTANCE

**Accident:** the event due to an accidental, violent and external cause that results in the direct and exclusive consequence of physical injury objectively ascertainable causing death, permanent disability or temporary disability.

**Care Institution:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to hospital assistance. This excludes spas, convalescent and retirement homes, clinics with dietetic and aesthetic purposes.

**Sickness:** any alteration from the state of good health not dependent on the accident.

**Sudden illness:** acute onset of illness which the Insured was not aware of and which is still not a manifestation of, even though sudden, a previous disease known to the Insured.

**Pre-existing sickness:** sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

##### HOME ASSISTANCE

**Home:** entire building or portion of a building situated in Italy and used as civil dwelling, which is the habitual and/or legal residence of the Insured.

**Theft:** taking possession of personal property of others, stealing it from the legitimate owner, in order to obtain undue profit for oneself or others.

**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.

**Fire:** combustion, with flames, of property outside an appropriate fireplace, with a tendency to spread and propagate.

##### 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 with a total weight when fully loaded of up to 3.5 metric tonnes, and specifically:  
- an automobile.

#### SPECIAL SECTION DEFINITIONS

##### Art. 6. INSURED PARTIES

➤ For "Health Services while Travelling" only, the insurance covers the natural person who has purchased a stay at the Contracting Party;

➤ For "Assistance to Family Members at Home" only, the insurance covers the family member residing in Italy, the Republic of San Marino or the Vatican City, of the person who purchased a stay at the Contracting Party;

➤ For "Home Assistance" only, the insurance covers the natural person, residing in Italy, the Republic of San Marino or the Vatican City, who purchased a stay at the Contracting Party;

➤ For "Vehicle Assistance" only, the insurance covers 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 Organization Structure if the Insured encounters problems after the occurrence of a covered event, are provided only once per type of service during the duration of a trip.

Home Assistance Services are provided in Italy up to once per type during the effective period of the Policy and within 24 hours after its expiry.

"Vehicle Assistance" services are provided to Vehicles (excluding those used for rental or public transport) with no more than 15 years from the date of first registration.

The services are provided if an event occurs while the Insured is travelling at a distance of more than 50 km from his or her place of residence.

#### PERFORMANCES

##### ASSISTANCE TO THE PERSON

##### 1. MEDICAL ADVICE

If the Insured, in the case of illness and/or injury, needs to assess the status of their health, he/she may contact the doctors of the Organizational Structure and request telephone consultation.

Please note that this consultation, taking into consideration the way the service is provided, is not equivalent to a diagnosis and is provided on the basis of information acquired by the Insured.

The Insured must notify the Organizational Structure of the reason for their request and their telephone number.

##### 2. DISPATCH OF A DOCTOR OR OF AN AMBULANCE IN ITALY

If, subsequent to "Medical Advice", the need for the Insured who is on the trip needs to undergo a medical examination arose, the Organizational Structure will provide, with costs borne by Europ Assistance, to send to his/her temporary residence one of the doctors affiliated with Europ Assistance. Should this be impossible for one of the doctors affiliated to intervene personally, the Organization Structure will organize the transfer of the Insured in an ambulance to the most suitable nearest medical center.

The service is provided from 8:00 pm to 8:00 am Monday to Friday and the entire 24 hours on Saturdays, Sundays and public holidays.

##### 3. PATIENT TRANSFER

Should the Insured who is travelling require, due to an injury or illness, as per the judgment of the doctors of the Organizational Structure and in accordance with the on-site physician, transportation to an equipped Medical Institution in the country of his/her residence, the Organizational

Structure will provide, with expenses borne by Europ Assistance, to arrange the return with the means and in the time most suitable by the doctors of the Organizational Structure after the consultation of the same with the on-site doctor.

Such means might include:

- air ambulance
- airline ticket in economy class, if necessary placed on a stretcher;
- train ticket in first class, and, if necessary, the sleeper;
- ambulance (with unlimited mileage).

The Organizational Structure will use the air ambulance only for the Insured resident in Italy and in the case of an accident which happens in European countries and countries of the Mediterranean Basin.

Transportation will be fully organized by the Organization Structure and will include medical or nursing care during the trip, should the doctors of Organizational Structure deem it necessary.

Europ Assistance retains the right to request the possible non-used tickets of the trip not used for the re-entry of the Insured.

In the case where the insured should require a transfer to the nearest place equipped for Emergency situations or a care facility, or to be transferred to a care facility appropriate to the treatment of the disease, or is hospitalized at a local facility which is not adequate for treatment of the disease itself, the Organizational Structure will arrange for the transfer, with the medium and in times deemed most suitable by doctors of the Organizational Structure after consulting with the attending onsite physician.

In this case Europ Assistance will bear the expenses with a maximum coverage of Euro 7,500.00.

In case of death of the Insured, the Organizational Structure will organize an effectively transport the body to the burial place at home or in the individual's country of residence.

Europ Assistance will cover the expenses relating to the transportation of the corpse up to a maximum of Euro 5,000.00 per insured; if such performance would entail a greater outlay, Europ Assistance will intervene immediately after receiving adequate guarantees in Italy, in relation to the payment of the surplus.

The following performances are excluded:

- illnesses or injuries which, as per the judgment of the doctors of the Organizational Structure, can be treated on site or do not prevent the Insured from proceeding with the trip;
- infectious diseases, in the case where transportation involves a breach of national or international health standards;
- the costs of the funeral and those for the search of persons and/or the eventual recovery of the body;
- all cases where the Insured or family members of the same sign a voluntary discharge opposing the advice of the health facility where the Insured is hospitalized.

#### **4. RE-ENTRY WITH AN INSURED FAMILY MEMBER**

If, in the organization of the Medical Re-Entry, the doctors of the Organizational Structure do not deem medical assistance is necessary for the Insured during the trip, and a family member wishes to accompany him/her to the place of hospitalization or the place of his/her residence, the Organizational Structure will also provide re-entry to the family member by the same means used for the Insured. Europ Assistance retains the right to request the possible non-used ticket of the trip which are not used for the re-entry of the Insured's family member.

Exclusions:

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

#### **5. RE-ENTRY OF THE OTHERS WHO ARE INSURED**

If, in the organization of the Medical Re-Entry, the others who traveled with the Insured and who were insured, were unable to return to their residence with the medium originally planned for, the Organizational Structure will provide got a first class train ticket or an economy class airplane ticket. Europ Assistance retains the right to request the possible non-used tickets of the trip not used for the re-entry.

Europ Assistance will bear the expenses of the ticket costs, with a maximum coverage of Euro 200.00 per person insured.

#### **6. TRAVEL OF A FAMILY MEMBER**

If the Insured were to be admitted to a Medical Institution for a period exceeding 7 days, the Organizational Structure will provide, with costs borne by Europ Assistance, a round-trip train ticket in first class or economy class airplane ticket, in order to allow for a relative to reach the family member in the hospital.

Exclusions:

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

#### **7. ASSISTANCE OF MINORS**

If, following an accident, sudden illness or due to force majeure, the Insured who is traveling is unable to care for minors under the age of 15 which accompany him/her, the Organizational Structure will provide, with costs borne by Europ Assistance, a round-trip train ticket in first class or economy class airplane ticket, in order to allow for a relative to reach the minors, take care of them, and accompany back to their place of residence.

Exclusions:

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

#### **8. RE-ENTRY OF THE INSURED CONVALESCENT**

If, due to hospitalization in a medical institution, the insured is unable to return to his/her residence with the medium originally planned for, the Organizational Structure will provide, with fees borne by Europ Assistance, a first class train ticket or an economy class airplane ticket.

#### **9. EXTENSION OF STAY**

If due to the conditions of health of the Insured, certified by written medical prescription, does not enable him/her to undertake the journey back to his/her residence on the

predetermined date, the Organizational Structure will provide for the possible reservation of a hotel.

Europ Assistance will cover the hotel expenses (bedroom and breakfast) for a maximum of up to 3 days from the fixed date for re-entry up till a maximum coverage of Euro 40.00 per day for the sick/injured individual insured.

Exclusions:

Hotel expenses other than room and breakfast.

#### **10. ADVANCE EXPENSES FOR BASIC NECESSITIES**

(valid only for persons who are insured that are resident in Italy)

If the Insured were to incur unexpected expenses and were unable to cover them directly and immediately due to: an injury, illness, theft, robbery, a mugging or a failure to deliver the luggage, the Organizational Structure will provide for payment on the spot, as an advance on behalf of the Insured, the bill up to a maximum amount of Euro 5,000.00.

If the amount of the bill exceed the total amount of Euro 150.00 the service will become effective when, in Italy, Europ Assistance shall have received adequate guarantees of repayment.

Obligations of the Insured:

The Insured must report the reason for the request, the amount required, their contact information and references that will enable Europ Assistance to verify the terms of the guarantee of repayment of the advance. The Insured must repay the amount advanced within one month from the date of the advance or pay, with interest at the current legal tax in addition to the amount advanced.

#### **11. EARLY RE-ENTRY**

If the Insured, while on a trip, has to return to his/her residence, before the planned date and by a means other than the one originally planned, due to damage caused by sizeable theft, fire or water damage to the main or secondary abode, to the professional office or company of the Insured that make his/her presence indispensable and unpostponable, or due to cause of death, as from the date on the death certificate issued from the civil registry, or from hospitalization, with imminent danger of life, of one of the following family members: spouse/partner as if married, son/daughter, brother, sister, parent, father/mother-in-law, son-in-law, daughter-in-law, the Organizational Structure will provide, with costs borne by Europ Assistance, a first class train ticket or one economy class airplane ticket, so that he/she can reach the place where the relative will be buried or where he/she is being hospitalized.

In the case where the Insured were to travel with a minor, provided he/she is insured, the Organizational Structure will provide for the re-entry of both. If the Insured is unable to use his/her own vehicle to return early, the Organizational Structure will put at his disposal an additional ticket to go to get his/her vehicle afterwards.

The following performances are excluded:

- those cases in which the Insured cannot provide adequate information to the Organizational Structure for the reasons giving rise to the request for early re-entry.

Obligations of the Insured:

The Insured must provide, within 15 days following the accident, the original documentation to prove the cause of the accident.

#### **12. SENDING URGENT MESSAGES**

If the Insured, in the case of illness and/or injury, while abroad, were unable to send urgent messages to people who are resident in Italy, will provide with transmitting the message to the recipient.

The Organizational Structure is not responsible for messages sent.

#### **ASSISTANCE TO FAMILY MEMBERS AT HOME**

(applicable to Insureds residing in Italy, the Republic of San Marino, and the Vatican City)

#### **13. MEDICAL ADVICE**

If the Insured, in the case of illness and/or injury, needs to assess the status of their health, he/she may contact the doctors of the Organizational Structure and request telephone consultation.

Please note that this consultation, taking into consideration the way the service is provided, is not equivalent to a diagnosis and is provided on the basis of information acquired by the Insured.

The Insured must notify the Organizational Structure of the reason for their request and their telephone number.

#### **14. DISPATCH OF A DOCTOR OR OF AN AMBULANCE IN ITALY**

If, subsequent to "Medical Advice", the need for the Insured who is on the trip needs to undergo a medical examination arose, the Organizational Structure will provide, with costs borne by Europ Assistance, to send to his/her temporary residence one of the doctors affiliated with Europ Assistance. Should this be impossible for one of the doctors affiliated to intervene personally, the Organization Structure will organize the transfer of the Insured in an ambulance to the most suitable nearest medical center.

The service is provided from 8:00 pm to 8:00 am Monday to Friday and the entire 24 hours on Saturdays, Sundays and public holidays.

#### **15. HOME CARE BY A NURSE**

In the event that, following a sudden illness and/or an accident, the Insured requires the care of a nurse, the Organization Structure shall hire one for a predetermined rate, subject to receipt of a medical certificate stating the disease and the treatments to be administered.

Europ Assistance shall pay the nurse fees up to a maximum of € 300.00 per event per insurance period.

The Insured shall communicate the reason for the request and a telephone number and shall transmit the medical certificate.

#### **16. TELEPHONE TUTORSHIP**

In the event that, following a sudden illness and/or accident, the Insured is admitted to a medical institution for at least one

overnight stay, the Organization Structure shall arrange a telephone contact with the travelling family member from the time of admission the date of returning home.

If the Insured is discharged before the travelling family members return from the trip, and the Organization Structure physicians responsible for the telephone contacts determine that he or she requires a medical examination, Europ Assistance shall arrange at its own expense for one of the physicians of its network to examine the Insured at home.

For this service, the home examination by a physician will only be provided once during the insurance effective period.

#### **17. TRANSFER TO A HOSPITAL CENTRE IN ITALY**

In the event that, following a sudden illness and/or accident, the Insured is diagnosed with a diseases that, because of its objective characteristics, the Organization Structure physicians consider not treatable at the hospital facility of the region where the Insured resides, due to sudden shortage of the clinical means necessary and suitable for treatment, and said physicians, after reviewing the clinical picture, in consultation with the treating physician, identify justified reasons for transferring the Insured to a Hospital Centre suitable for treating his/her condition, the Organization Structure shall:

- identify and arrange admission, taking into account the existing availability, the Hospital Centre best equipped to treat the Insured's condition;
- arrange the Insured's transport by ambulance, without limits of distance.

The transport will be entirely arranged by the Organization Structure, including medical or nursing care during transport, if the latter deems it necessary.

The relevant costs shall be incurred by Europ Assistance. The service shall be provided subject to certification by the Medical Director of the facility involved.

Exclusions:

The following are excluded from coverage

- diseases or lesions that, according to Organization Structure physicians, can be treated at the Hospital Facility of the Region of residence;
- diseases or lesions that cannot be treated at the Hospital Facility of the Region of residence due to structural and/or organizational deficiencies of said facility.

The service is not provided if transport involves a violation of medical rules.

Insured's obligations:

The Insured shall communicate to the Organization Structure the name and telephone number of his/her treating physician, if any.

#### **18. RETURN FROM A HOSPITAL CENTRE IN ITALY**

In the event that, following "Transfer to a Hospital Centre in Italy", the Insured is discharged after hospitalization and needs to return home, the Organization Structure shall arrange said return using the means of transport that the Organization Structure physicians, in consultation with the treating physicians, shall deem most suitable for the Insured's health conditions:

- first class train, with sleeper if necessary;
- ambulance (without distance limits).

The transport will be entirely arranged by the Organization Structure, including medical or nursing care during transport, if the latter deems it necessary.

#### **19. IDENTIFICATION AND BOOKING OF SPECIALIST AND DIAGNOSTIC CENTRES**

In the event that, because of a sudden illness and/or accident, the Insured should be admitted to hospital or undergo surgery or diagnostic tests, the Organization Structure - in consultation with the treating physician - shall identify and book (taking into account existing availability) the equipped medical institution or diagnostic centre most suitable for the case, at preferential rates and access.

#### **20. TASK FORCE**

In the event that, because of a sudden illness and/or accident, the Insured

a) urgently requires the following procedures to be performed at home:

- blood sample collection;
  - electrocardiogram;
- the Organization Structure, based on local availability, will arrange for a physician to perform the required procedure at the Insured's home. For the blood sample, availability of the local test laboratory and sample perishability shall be taken into account.

The fee of the physician sent to the Insured's home shall be paid by Europ Assistance.

Exclusions:

The costs of the tests are not covered.

b) is unable to purchase urgent medicines personally, the Organization Structure will arrange the collection of the prescription from the Insured and delivery of the product(s) prescribed by the treating physician. Delivery costs will be paid by Europ Assistance.

Exclusions:

The costs of the medicines are not covered.

#### **21. INTEGRATED HOME CARE**

The service is provided in the event that the Insured is hospitalized at a Medical Institution following sudden illness and/or accident.

Hospital care at home

In the event of hospital stay for at least one night, the Organization Structure arranges and manages, at the written request of the treating physician, the continuation of hospital care at home through the services of its own medical and paramedical personnel up to a maximum of 30 days. The procedures for accessing and delivering the service, once the necessity has been established, shall be determined by the Organization Structure's medical service in consultation with the Insured's treating physicians.

Healthcare services

In the event that, following a sudden illness and/or accident involving hospitalization at a Medical Institution for at least one night, the Insured requires non-urgent blood sampling, ultrasound

scans or electrocardiograms to be performed at his/her home, test results to be collected, and urgent medicines to be delivered, the Organization Structure - once the necessity has been established - shall arrange the service up to a maximum of 30 days after discharge of the Insured from the Medical Institution where he/she was hospitalized.

#### **Non-healthcare services**

In the event that, following a sudden illness and/or an accident involving hospitalization at a Medical Institution for at least one night, the Insured is unable to leave his/her home, the Organization Structure arranges for service personnel to perform tasks related to everyday household activities like payments, shopping, administrative tasks, house chores, supervision of children. The Organization Structure, once the necessity is established, shall arrange the service for a maximum of 30 days after the Insured is discharged from the Medical Institution where he/she was hospitalized.

#### **HOME ASSISTANCE**

(applicable to Insureds residing in Italy, the Republic of San Marino, and the Vatican City)

##### **22. EMERGENCY LOCKSMITH SERVICES**

If the Insured requires a locksmith after a theft or attempted theft, loss or damage of keys, or lock malfunction resulting in the inability to access the house or compromising the integrity of the door and making the house unsafe, the Organization Structure shall arrange for a locksmith to come on a 24-hour-a-day basis including holidays.

#### **Limits of liability**

All costs for the locksmith's visit and work will be paid by Europ Assistance up to a maximum of Euro 150,00 per claim.

#### **Exclusions**

The costs of materials necessary for the repair are not covered and are at the Insured's expense.

##### **23. 24 HOUR GLAZIER SERVICE**

If the Insured requires a glazier due to the breaking of window glasses, the Organization Structure shall arrange for a glazier to come within 24 hours after the event is reported (excluding weekends and holidays).

#### **Limits of liability**

All costs for the glazier's visit and work will be paid by Europ Assistance up to a maximum of Euro 100,00 per claim.

#### **Exclusions**

The costs of materials necessary for the repair are not covered and are at the Insured's expense.

##### **24. CLEANING COMPANY**

In the event that, following a theft or attempted theft or fire, the Insured's home needs non-routine cleaning, the Organization Structure shall identify a suitable cleaning company and arrange for it to provide the service.

#### **Limits of liability**

All costs for the cleaning service will be paid by Europ Assistance up to a maximum of Euro 150,00.

##### **25. HOUSE MOVING**

In the event that, following a theft, attempted theft or fire, the Insured's house is unusable for a minimum period of 30 days, the Organization Structure shall arrange the relocation of the Insured's furniture to the new home or to a storage facility in Italy.

#### **Limits of liability**

All costs for the relocation will be paid by Europ Assistance up to a maximum of Euro 1,000.00.

#### **Exclusions**

The coverage does not include relocations carried out more than 60 days after the event, storage fees and any other cost not included in moving costs.

##### **26. HOTEL EXPENSES**

In the event that, following a theft, attempted theft or fire, the Insured's house is damaged to the point that overnight stay is impossible, the Organization Structure shall book and arrange a hotel stay for the Insured.

#### **Limits of liability**

Europ Assistance shall pay hotel and breakfast expenses up to a total of Euro 250.00 per claim per household.

#### **Exclusions**

Coverage does not include any expenses other than hotel stay and breakfast.

#### **VEHICLE ASSISTANCE**

##### **27. ON-ROAD EMERGENCY SERVICE**

In the event that, due to failure or accident, the vehicle cannot move by its own power, the Insured shall contact the Organization Structure via telephone and request a service truck to come and tow the vehicle either to

- the nearest Authorized Europ Assistance Centre;

or

- the nearest customer service workshop of the relevant manufacturer or the nearest mechanic;

or

- to a place indicated by the Insured, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

#### **Limit of liability:**

Europ Assistance shall pay the cost of towing the vehicle to any of the destinations listed above.

#### **Exclusions:**

The following are excluded from coverage:

- 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).

##### **28. RETURN OR 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 the event of theft or robbery, the Organization Structure shall provide to the Insured and the passengers a first class train ticket or an economy class air ticket or a replacement vehicle and/or a taxi for them to return home or

continue the trip. The automobile (for private use, without driver, 1,200 cc displacement) will be made available at a rental station having an agreement with Europ Assistance, compatibly with availability, under the terms and conditions applied by the rental service and during normal opening hours.

#### **Limits of liability:**

The following shall be paid by Europ Assistance.

- cost of tickets up to a maximum of Euro 400.00;

- car rental cost, with unlimited mileage, for a maximum of two days;

- shipping of any luggage exceeding the limits allowed by public means of transport or that cannot be carried in the rental car, up to a total of Euro 150.00 per claim.

#### **Exclusions:**

The following are excluded from coverage:

- costs of fuel and tolls (motorways, ferries, etc.);

- insurance coverage not required by law, and the relevant deductibles;

- deposits required by rental companies, which must be paid directly by the Insured. In some cases, rental companies may request the Insured's credit card number as guarantee;

- any additional days, in excess of those covered, which must in any case be authorized by the Organization Structure.

#### **Insured's obligations**

To request travel tickets or the booking of a rental car in his/her name, the Insured shall apply directly to the Organization Structure.

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

Territorial scope means the Countries where the claim occurred and the covered services are provided. i.e.: Italy, the Republic of San Marino and the Vatican City.

For VEHICLE ASSISTANCE only, the covered services are provided in the following European Countries:

- EU member states (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);

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

#### **Art. 9. EXCLUSIONS**

This excludes claims caused by or due to:

a. races that involve cars, motorcycles or motorboats and relating to practice and training;

b. floods, inundation, earthquakes, volcanic eruptions, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;

c. wars, strikes, revolutions, riots or popular movements, insurrections, looting, acts of terrorism and vandalism;

d. malice by the Insured or gross negligence;

e. mental illness and mental health problems in general, including organic brain syndromes, schizophrenia, paranoid disorders, manic-depressive conditions and its consequences/complications;

f. sicknesses dependent on pregnancy beyond the 26th week of gestation and maternity;

g. sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the beginning of the trip;

h. removal and/or transplants of organs;

i. abuse of alcohol or drugs;

j. use of narcotics and hallucinogens;

k. attempted suicide or suicide;

l. air sports in general, driving and use of hang gliders and other types of ultralight aircrafts, paragliders and the like, jumps from a trampoline with skis or water skis, rock climbing or mountaineering with access to glaciers, free climbing, kite-surfing, scuba diving, sports that involve flying in general, sports that involve the use of motor or floating vehicles or vessels, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of recklessness, related practice and training and all injuries suffered as a result of sports activities on a professional non-amateur basis (including competitions, practice and training);

m. all matters not expressly stated in the individual performances.

For VEHICLE ASSISTANCE only, coverage is excluded for claims caused by or resulting from:

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

Additionally, covered services are not provided in Countries in a state of declared or undeclared war, including the Countries listed in <http://watch.exclusive-analysis.com/lists/cargo> with a risk score of 4.0 or higher.

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

The benefits are not provided in countries that are in a state of war which is declared or de facto, this includes the following countries listed on the site <http://watch.exclusive-analysis.com/lists/cargo> that show a degree of risk equal to or greater than 4.0" are considered as such.

Countries whose state of belligerence was made public news are also considered in a state of war, whether declared or de facto.

The benefits are also not provided in countries where there are, at the time of the accident claim and/or request for assistance, civil unrests.

It is not possible to provide benefits in kind (thus assistance), where the local or international authorities do not allow private entities to carry out activities of direct

assistance, regardless of whether or not there is an ongoing risk of war.

#### **Art. 10. UNINSURED INDIVIDUALS**

Granted that Europ Assistance, should it become aware that the Insured was suffering from alcoholism, drug abuse, acquired immunodeficiency syndrome (AIDS), it would not have agreed to cover the insurance. It is agreed that if one or more of the diseases or ailments mentioned above arises in the course of the contract, the provisions of art. 1898 of the Civil Code shall apply, regardless of the actual assessment of the state of health of the Insured. In the event of misrepresentation or reticent declarations the provisions of Articles 1892, 1893, 1894 of the C.C. apply.

#### **Art. 11. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT**

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

For INTEGRATED HOME CARE In case of claim, the Insured shall contact the Organization Structure at least 48 hours before he/she is expected to be discharged from the Medical Institution, by calling the number 02.58286981 and transmitting by fax to 02.58384578 the appropriate medical certificate prescribing home care.

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

#### **Art. 12. MEDICAL PRIVILEGE**

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

#### **Art. 13. LIMITATION OF LIABILITY**

Europ Assistance is not liable for damage caused by the intervention of Authorities of the country in which the assistance is given or any other consequences resulting from accidental and unpredictable circumstances.

#### **Art. 14. EFFECTIVE DATE AND DURATION OF INSURANCE**

Each Insured party shall be covered throughout the period from check-in to check-out.

For VEHICLE ASSISTANCE only, coverage is effective 48 hours 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.

The maximum coverage duration per period of continuous stay abroad during the validity period of the Insurance is 60 consecutive days.

### **SECTION II – MEDICAL EXPENSES REIMBURSEMENT INSURANCE**

#### **SPECIAL DEFINITIONS OF THE SECTION**

Accident: the event due to an accidental, violent and external cause that results in the direct and exclusive consequence of physical injury objectively ascertainable causing death, permanent disability or temporary disability. Care Institution: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to hospital assistance. This excludes spas, convalescent and retirement homes, clinics with dietetic and aesthetic purposes.

Sickness: Any alteration from the state of good health not dependent on the accident.

Sudden sickness: acute onset of illness which the Insured was not aware of and which is still not a manifestation of, even though sudden, a previous disease known to the Insured.

Pre-existing sickness: sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

Recovery: The time spent in a Health Institution which includes the stay of at least one night.

#### **SPECIAL CONDITIONS OF THE SECTION**

##### **Art. 15. INDIVIDUALS INSURED**

The following are insured:

➢ the individual who purchased a holiday from the Contractor.

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

If the Insured, due to sudden illness or an accident, should incur medical/pharmaceutical/hospitalization expenses for care, or urgent surgery which cannot be postponed, which took place on site during the trip, during the period of the warranty, Europ Assistance will provide for their reimbursement up to the maximum coverage foreseen in Art. "DETERMINATION OF MAXIMUM COVERAGE", considering the maximum coverage greater between what is foreseen for the country of origin and that of the country of destination.

Only in the case of injury will the additional costs for care incurred upon re-entry to the place of residence be included in the warranty, as long as they are carried out within 45 days after the accident itself.

#### **Maximum coverage:**

For medical and pharmaceutical expenses, even in the case of admission to a hospital or a place equipped for emergency situations, Europ Assistance will bear the costs, with direct payment in place by the Organizational Structure and/or as reimbursements, up to the maximum coverage amount indicated in Art. "DETERMINATION OF MAXIMUM COVERAGE", considering the maximum coverage greater between what is foreseen for the country of origin and that of the country of destination.

The reimbursements will be made with a fixed and absolute franchise amount per accident and per Insured of Euro 35.00.

The following are included in the maximum coverage provided:

- the duration of in-hospital treatment in a hospital facility prescribed by a doctor up to Euro 200.00 per day for the Insured;



- expenses for emergency dental treatment, only after an accident, up to Euro 100.00 per Insured;
- expenses for repair of dentures, only after an accident, up to Euro 100.00 per Insured;

#### Art. 17. TERRITORIAL EXTENSION

This refers to the countries where the accident occurred and in which the warranties and services are provided, in other words in Italy, the Republic of San Marino and the Vatican City.

#### Art. 18. EXCLUSIONS

The following are excluded from the warranty:

- all expenses incurred by the Insured if he/she has not reported to Europ Assistance, directly or through third parties, the event in which hospitalization or emergency care was necessary;
- expenses for treatment or removal of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments, for dental care (except those specified above as a result of the accident);
- expenses for the purchase and repair of eyeglasses, contact lenses, the cost of braces and/or prosthetic dentures (except those specified above as a result of the accident);
- follow-up visits in Italy for situations resulting from illnesses which started during the trip;
- the expenses of transportation and / or transfer to the Medical Institution and / or place of accommodation of the Insured.

The warranty is also not due for accidents provoked or caused by or due to:

- mental illness and mental health problems in general, including organic brain syndromes, schizophrenia, paranoid disorders, manic-depressive conditions and its consequences/complications;
- sicknesses dependent on pregnancy beyond the 26th week of gestation and maternity;
- sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the beginning of the trip;
- injuries resulting from the following activities: rock climbing or mountaineering with access to glaciers, jumps from a trampoline with skis or water skis, driving and use of bobsleighs, driving and use of hang gliders and other types of ultralight aircrafts, paragliders and the like, kite-surfing, reckless acts and all injuries suffered as a result of sports activities on a professional non-amateur basis (including competitions, practice and training);
- removal and/or transplants of organs;
- cases that involve cars, motorcycles or motorboats and relating to practice and training;
- floods, inundation, earthquakes, volcanic eruptions, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- Wars, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- malice by the Insured;
- diseases and injuries resulting from abuse of alcohol and drugs and the use of narcotics and hallucinogens;
- attempted suicide or suicide;

#### Art. 19. UNINSURED INDIVIDUALS

Granted that Europ Assistance, should it become aware that the Insured was suffering from alcoholism, drug abuse, acquired immunodeficiency syndrome (AIDS), it would not have agreed to cover the insurance. It is agreed that if one or more of the diseases or ailments mentioned above arises in the course of the contract, the provisions of art. 1898 of the Civil Code shall apply, regardless of the actual assessment of the state of health of the Insured. In the event of misrepresentation or reticent declarations the provisions of Articles 1892, 1893, 1894 of the C.C. apply.

#### Art. 20. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT

In the event of an accident the Insured must immediately contact the Organizational Structure, and must file, no later than sixty days from the occurrence of the accident, a claim - by accessing the portal <https://sinistrionline.europassistance.it> following the instructions (or accessing the site directly [www.europassistance.it](http://www.europassistance.it) under the accident section)

or

giving written notice to Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano, indicating on the envelope "Ufficio Liquidazione Sinistri - Rimborso Spese Mediche" ("Claims Settlement Office" - Trip Cancellation" indicating) and sending it via mail:

- name, surname, address, telephone number;
- Europ Assistance card number or a copy thereof, if in the possession of the Insured;
- the circumstances of the incident;
- certificate proving emergency First Aid was required on the location of the accident reporting the pathology suffered or the medical diagnosis which certifies the type of injury right away;
- in the case of hospitalization, a copy of the original medical records;
- originals of the invoices, receipts or fiscal receipts for expenses incurred, complete with tax information (VAT or Tax Code) of issuers and the holders of the receipts themselves;
- medical prescription for the possible purchase of medicines with the original receipts for the medication purchased.
- Europ Assistance may then request, in order to proceed with settling the claim, additional documentation that the Insured will be required to submit.

Failure to comply with this requirement may result in partial or total loss of the right to compensation under Article 1915 of the Civil Code.

#### Art. 21. CRITERIA FOR THE LIQUIDATION OF THE DAMAGE

following the evaluation of the documentation received, Europ Assistance will proceed with the assessment of the damages and relative payment in Euro, the net total of allowances provided for.

#### Art. 22. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

#### Art. 23. EFFECTIVE DATE AND DURATION OF INSURANCE

The insurance, for each individual insured, will commence from the date of commencement of stay (check-in) and will stay in place until the end of the same stay (check-out).

The maximum duration of uninterrupted stay abroad during the period of validity of the Insurance is 60 days.

#### Art. 24. DETERMINATION OF THE MAXIMUM AMOUNT

For the "Medical Expense Reimbursement" warranty, the maximum coverage per Insured is € 500.00 for the Insured resident in Italy and €5,000.00 for Insured who are resident in foreign countries.

### SECTION III - INSURANCE COSTS OF STAY/PRACTICE CANCELLATION

#### SPECIAL DEFINITIONS OF THE SECTION

Travel companion: person insured with the same insurance policy and traveling together with and at the same time as the Insured.

Accident: the event due to an accidental, violent and external cause that results in the direct and exclusive consequence of physical injury objectively ascertainable causing death, permanent disability or temporary disability.

Sickness: Any alteration from the state of good health not dependent on the accident.

Pre-existing sickness: sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

Recovery: The time spent in a Health Institution which includes the stay of at least one night.

Penalty fee: the amount charged to the Customer who withdraws from the travel/location contract before departure, excluding any possible enrollment fees and/or possible origination fees, according to the following regulation: cancellations up to 30 days from the arrival date: no penalty is foreseen;

- cancellations from 29 to 10 days before the arrival date: a penalty of 75% of the stay booked as per contract will be charged;

- cancellations from 9 to 1 days before the arrival date: a penalty of 90% of the stay booked as per contract will be charged;

- no show: a penalty of 100% of the stay booked as per contract will be charged.

In case of bookings made within a time period of 15 days before the arrival date, the customer will pay the full amount of the stay together with the confirmation of booking. Balance within 7 days before arrival.

Deductible: The part of the amount of damage, expressed in percentages, which obligatorily remains borne by the Insured with a minimum expressed in absolute value.

#### SPECIAL CONDITIONS OF THE SECTION

##### Art. 25. INDIVIDUALS INSURED

The following is insured:

> the individual who purchased a holiday from the Contractor.

##### Art. 26. SUBJECT OF THE INSURANCE

If the Insured, when faced with the total cancellation of the stay/practice booked before the start of the trip itself, after one of the reasons indicated below, albeit it involuntary and unpredictable at the time of booking, should be charged by the Contractor, a penalty fee, Europ assistance will reimburse the amount of the cancellation fee (excluding the booking fee).

The warranty will be provided upon cancellation for:

- sickness, accident (for which there is clinical documentation proving the inability to participate in the trip), or death:
  - of the Insured;
  - of the spouse/partner, a son/daughter, brothers and sisters, of a parent or a father or mother in law, of a son or daughter in law, or the Partner/Co-owner of the Company or group practice. If these people are not traveling together or booked on the same flight as the Insured, in the case of serious sickness or accident, the Insured must demonstrate that his/her presence is required;
  - of any accompanying person, so long as they are insured and undersigned to the same trip along with and at the same time as the Insured..

In the case of serious illness or injury of any one person indicated, authorization is given to doctors of Europ Assistance to carry out a medical examination;

b) impossibility of using the holidays already planned as a result of recruitment or dismissal by the employer;

c) material damage that affect the house of the Insured as a result of fire or natural disaster for which its presence may be necessary and irreplaceable;

d) inability to achieve, as a result of natural disasters, or place of departure of the trip organized or leased property;

e) subpoena or summons in the Criminal Court by the Judge or a summons for Jury duty after the booking of the trip.

##### Art. 27. TERRITORY

This refers to the countries where the accident occurred and in which the warranties and services are provided, in other words in Italy, the Republic of San Marino and the Vatican City

##### Art. 28. EXCLUSIONS

Europ Assistance will not reimburse in the case of:

- accident, illness or death verified prior to the moment of the reservation;

b) illness pre-existing at the time of reservation of the trip;

c) nervous, mental, neuropsychiatric and psychosomatic disorders;

d) the state of pregnancy or pathological conditions and its consequences in cases where conception occurred prior to the date of travel registration;

e) employment purposes other than those guaranteed;

f) the cases in which the Insured did not inform the travel organization or agency or even Europ Assistance directly of the formal waiver to the travel and/or accommodation booked, within five calendar days from the occurrence of the cause of the cancellation itself;

g) theft, robbery, loss of identification and/or travel documents;

h) the cases in which the Insured did not send the notification by the date of commencement of travel or accommodation if at the end of the five days referred to in paragraph f) falls after the date of commencement of the journey and/or accommodation.

The warranty is also not due for accidents caused by or due to:

- war, earthquakes, weather phenomena that lend themselves to natural disasters, transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;

j) strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;

k) malice by the Insured.

#### Art. 29. OBLIGATIONS OF THE INSURED IN THE CASE OF AN ACCIDENT

In the case of modifications and/or forced withdrawal from the journey or accommodations, the Insured must make, within five calendar days from the occurrence of the cause of the withdrawal, and in any case not later than the start date of the trip, a complaint <https://sinistrionline.europassistance.it> following the instructions (or by going directly to the website <https://sinistrionline.europassistance.it> accident section)

or

will have to send by a telegram or fax to no. 02.58.47.70.19, a written complaint addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) Annullamento Viaggio (Travel Cancellation) - Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milano - indicating:

- name, surname, address, telephone number;
- number of policy or policies taken out for the same trip;
- the cause of cancellation or modification;
- place of availability of the Insured or of the persons that gave rise to the cancellation (family, co-owner of the company/group practice);
- objective documentation proving the cause of withdrawal/modification, with the original;
- documentation proving the link between the Insured and any other person which determined the waiver.

If the waiver and/or amendment to the trip or accommodation is due to illness and/or injury, the complaint must contain:

- the pathology type;
  - the beginning and the end date of the pathology.
- Within 15 days of the complaint referred to above, the Insured should also submit the following documents to Europ Assistance:
- copy of the policy;
  - personal data, tax ID and contact details;
  - objective documentation proving the cause of withdrawal from the trip, with the original;
  - in case of an illness or accident, a medical certificate attesting to the date of the accident or the onset of the illness, the specific diagnosis and days of prognosis;
  - in the case of hospitalization, a copy of the medical records;
  - registration form for the trip, or a similar document;
  - receipts (deposit, balance, penalty) of payment of travel or location;
  - the confirmation statement of the reservation issued by the Organization/Travel Agency.
  - invoice from the Organization relating to the penalty charged;
  - travel program and schedule;
  - travel documents (visa, etc.);
  - travel reservation contract.

In the case of penalty fee charged by the airline/shipping company:

- confirmation of the purchase of the ticket or similar document;
- receipt of payment of the ticket;
- declaration from the airline carrier/shipping company stating the penalty fee charged;
- copy of the canceled airline/ ship in the event of partial charge of the penalty fee;
- original of the airline/shipping ticket in the event of a total charge of the penalty fee.

Failure to comply with the requirements related to filing claim for the accident may result in the loss of the right to compensation pursuant to Article 1915 of the C.C.

#### Art. 30. CRITERIA FOR THE LIQUIDATION OF THE DAMAGE

Europ Assistance will reimburse, in full, the penalty fee charged to the Insured (excluding the booking fee) for the total Cancellation of the practice, up to the maximum amount of Euro 5,000.00 per practice.

Europ Assistance reimburses the cancellation fee:

- in the case of cancellation of the stay booked due to a hospital stay (excluding Day Hospital and Emergency Room) or death, the penalty fee will be refunded without the application of any deductible.
- In the case of total cancellation of the booked stay is not determined by hospitalization or death, the penalty fee will be refunded with the application of a deductible equal to 20% of the amount of the penalty fee itself, and if the penalty fee exceeds the maximum benefit, the uncovered amount will be calculated on the latter.

It is understood that the calculation of the compensation will be equivalent to the existing rates on the date which the event occurred (Art. 1914 CC). Therefore, in the event that

the Insured cancels the stay after the event, the largest possible penalty fee will be applied.

#### Art. 31. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

#### Art. 32. EFFECTIVE DATE AND DURATION OF INSURANCE

The warranty in respect to each Insured starts on the day of booking/confirmation of stay and lasts until the first day of the accommodation itself, meaning the start of the holiday at the moment when the Insured should have been present at the accommodation booked (check-in).

### SECTION IV - TRAVEL INSURANCE RECONSTRUCTION

#### SPECIAL DEFINITIONS OF THE SECTION

**Injury:** is the accident due to a random, violent and external cause that produces objectively ascertainable injury and results in: death, permanent or temporary disability.

**Sickness:** the alteration from the state of good health not dependent on the accident.

**Pre-existing sickness:** sickness that is the expression or the direct consequence of chronic pathological conditions or pre-existing at the commencement of the warranty.

**Recovery:** la degenza comportante pernottamento in Istituto di cura.

#### SPECIAL CONDITIONS OF THE SECTION

##### Art. 33. SUBJECT OF THE INSURANCE

If the Insured should need to interrupt the insured journey solely for the following reasons:

- organization and execution by Europ Assistance to provide Return for Health reasons in accordance with the contract terms;
- organization and execution by Europ Assistance to provide "Early Re-Entry" in accordance with the contract terms;
- unlawful seizure of the aircraft on which the person is making the trip as a result of acts of piracy.

Europ Assistance will reimburse the fees from the part of the trip not used, calculated as is specified in "CRITERIA FOR ASSESSMENT OF DAMAGES".

The part of the trip which was unused will be refunded up to a maximum value equal to the purchase of travel as provided for in the policy pursuant to the "DETERMINATION OF THE MAXIMUM COVERAGE" article.

##### Art. 34. TERRITORIAL EXTENSION

This refers to the countries where the accident occurred and in which the warranties and services are provided, in other words in Italy, the Republic of San Marino and the Vatican City.

#### Art. 35. EXCLUSIONS

This excludes travel disruptions caused by:

- pre-existing diseases at the time of commencement of the warranty;
- pregnancy or pathological conditions resulting from this;
- nervous and mental illnesses;
- sickness or injuries whose treatment was the purpose of travel.

#### Art. 36. OBLIGATIONS OF THE INSURED

Following the interruption of the trip, the Insured must send, no later than sixty days from the returning to his/her residence, a claim - by accessing the portal <https://sinistronline.europassistance.it> following the instructions (or accessing the site directly [www.europassistance.it](http://www.europassistance.it) under the accident section)

or will have to send by a telegram or fax to no. 02.58.47.70.19, a written complaint addressed to: Europ Assistance - Piazza Trento, 8 - 20135 Milano - outlining on the envelope the competent office (Claims Settlement Office - Travel Write-up) and including:

- name, surname, address, telephone number;
- Europ Assistance card number;
- authorization to the processing of personal data by entering the following statement in the complaint which must be signed by the Insured: "I authorize Europ Assistance Italia S.p.A. to process my personal data, including sensitive data, to evaluate the settlement of the claim";
- the cause for the interruption of the trip;
- travel program;
- return date;
- certificate of travel payment;
- the confirmation statement of the reservation issued by the Organization/Travel Agency.

Failure to comply with the requirements related to filing claim for the accident may result in the loss of the right to compensation pursuant to Article 1915 of the C.C.

#### Art. 37. CRITERIA FOR DAMAGE LIQUIDATION

Europ Assistance will calculate the daily value of the trip, dividing the total value declared in the policy for the number of days originally planned, and will pay the remaining days not used by the Insured. The day of the interruption of the trip and the re-entry date foreseen at the beginning of the journey, are considered as a single day.

#### Art. 38. MEDICAL PRIVILEGE

The Insured frees the possible doctors used in the medical examination of the accidental damage, before or even after the accident itself, from the medical privilege in regards to Europ Assistance.

#### Art. 39. EFFECTIVE DATE AND DURATION OF INSURANCE

The insurance, for each individual insured, will commence from the date of commencement of stay (check-in) and will stay in place until the end of the same stay (check-out).

The maximum duration of uninterrupted stay abroad during the period of validity of the Insurance is 60 days.

#### Art. 40. DETERMINATION OF THE MAXIMUM AMOUNT

For this Section the portion of the trip which is unused will be refunded up to a maximum equal to the purchase value of the trip, this maximum may never, however, be higher than Euro 5,000.00 for Practice.

#### COMPLAINTS

Any claims against the company relating to the management of the contract or the management of accidents must be submitted in writing to:

Europ Assistance Italia S.p.A., Ufficio Reclami, Piazza Trento, 8 - 20135 Milano, Fax: 02.28.47.71.28, E-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it)

If the applicant is not satisfied by the outcome of the complaint or in the event of failure of response within a maximum period of forty-five days, he/she may contact IVASS (Institute for the Supervision of Insurance) - User Protection Service - Via del Quirinale 21 - 00187 Roma.

Complaints directed to IVASS should contain:

- name, surname and residence of the complainant, with contact telephone number;
- identification of the person or persons who the individual is complaining about;
- short description of the reason for complaint;
- copy of the complaint presented to the insurance company and any possible feedback provided by the company;
- all useful documentation to more fully describe the relevant circumstances

For the resolution of cross-border disputes there is an option to complain to the ISVAP or activate the competent foreign operating system by the FIN-NET procedure (accessing the website: [http://ec.europa.eu/internal\\_market/finservices-retail/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finservices-retail/finnet/index_en.htm)).

This does not affect the right to appeal to the Judicial Authority.

EUROP ASSISTANCE ITALIA S.p.A.

## HOW TO REQUEST ASSISTANCE

If you need assistance, wherever you may be, at any time, the **Organizational Structure of Europ Assistance operates 24/7**. The specialized personnel of the Organizational Structure of Europ Assistance is always available, ready to intervene or to indicate the most appropriate procedures to resolve, in the best way possible, any problems as well as to authorize any possible expenditure.

**IMPORTANT:** Do not take action without having first consulted, via phone, the Organizational Structure by contacting this number:

from Italy: 800.085889

or

from Italy and abroad 02 - 58.28.65.32

The following information must be provided immediately to the operator:

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

If it is not possible for you to contact the Organizational Structure by phone, you may send: a fax to the following number 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILANO.

In order to provide the benefits/safeguards provided in the policy, Europ Assistance must collect and process the data of the Insured and to this end under Legislative Decree 196/03 (Privacy Code) requires your consent. Therefore the Insured, by contacting or arranging for contact of Europ Assistance, freely provides consent to the processing of your personal and sensitive data as disclosed in the Privacy Policy statement of personal data.

For any commercial information you may contact the number 02.583841

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 PER LA QUALITÀ CERTIFICATO DA DNV = UNI EN ISO 9001:2008 =