

## **MyMemo Digitaltrend pol 42290Q**

**IDENTIFICATION CODE: DGTIP + PRACTICE No.**

### How to request MEDICAL ASSISTANCE

If you need to use the covers provided in the policy, don't do it alone but contact our Organizations Centre in Italy immediately, operating 24h/24, 365 days/year

Call **+39. 02-58.24.58.96** or go to

<https://cruisetopic.quickassistance.it/> and request assistance digitally

### How to request a REFUND

If you need to claim a refund go to

<https://sinistrionline.europassistance.it>

If you need support, please call us at **+39. 02.58.24.52.70**

### To open a claim you need:

- First name, last name, and address
- Telephone number
- IDENTIFICATION CODE: DGTIP + Practice No.
- The circumstances of the incident
- The date of occurrence of the claim

In case of Assistance also:

- Practice number for Digital Assistance
- Type of intervention required
- Address of the place where you are located

## "DIGITALTREND"

Conditions of Insurance relating to Policy no. 42290Q stipulated between



Europ Assistance Italia S.P.A.



**Europ Assistance Italia S.p.A.** with registered office in Assago (MI), Via del Mulino no. 4 – Company authorised to carry out insurance, by decree of the Ministry of Industry, Commerce and Handicrafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali S.p.A.

(hereinafter for the sake of brevity – Europ Assistance) and

**Policyholder: Digitaltrend Italia S.r.l** with registered office in Milan, Via Piceno n.6 – VAT number 02599920994 in favour of the Policyholder's customers (hereinafter referred to as "Policyholders") to be understood as Insured Persons pursuant to Article 1891 of the Italian Civil Code

(hereinafter for the sake of brevity – Policyholder)

in favour of the Policyholder's customers (hereinafter referred to as "Policyholders") to be understood as Insured Persons pursuant to art. 1891 of the Civil Code



Edition 31.03.2025

IDENTIFICATION CODE: DGTIP + PRACTICE No.

## Insurance Terms and Conditions Mod. 25066

### COMPLIMENTARY TRANSLATION.

THE OFFICIAL VERSION OF THIS POLICY IS THE ITALIAN ONE. ALL DISPUTES ARISING THEREFROM WILL BE CONDUCTED EXCLUSIVELY ON THE BASES OF THE ITALIAN VERSION.

### RULES GOVERNING INSURANCE CONDITIONS IN GENERAL

#### THE FOLLOWING COVERAGES ARE VALID ONLY FOR PASSENGERS RESIDING IN ITALY:

- INFORMATION AND IDENTIFICATION OF EQUIVALENT MEDICATIONS ABROAD
- ADVANCE PAYMENT FOR ESSENTIAL EXPENSES
- ADVANCE PAYMENT OF CRIMINAL BAIL ABROAD

#### Art. 1. - OTHER INSURANCE

For the same risk you may be insured with different insurance companies.

**If a Claim occurs, you must inform all the insurance companies with which you are insured on the same Risk and, among them, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, art. 1910 of the Civil Code.**

*Art. 1910 of the Italian Civil Code wants to avoid the case in which the Insured, who has several insurances for the same Risk with different companies, receives a total sum exceeding than the damage have suffered. For this reason, the Insured, in the event of a claim, must inform each company of all the insurances taken out with the others, for the same Risk.*

#### Art. 2. - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For everything that is not provided in the policy and for all the rules of jurisdiction and/or competence of the judge, Italian law applies.

#### Art. 3. - TERMS OF PRESCRIPTION

**Any of your rights against Europ Assistance expire within two years from the day of the claim. In the case of liability insurance, the two years start from the day on which the injured party has requested compensation from you or has sued you to obtain it. In this case, art. 2952 of the Civil Code applies.**

**For guarantees other than Assistance, in the event of a claim being opened and legal proceedings pending, you are required to interrupt the limitation periods in writing.**

**It should be noted that the pendency of legal proceedings is not considered a cause for suspension of the statute of limitations.**

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

#### Art. 4. - PAYMENT CURRENCY

In Italy you receive the Compensation in Euros. If you request for a Compensation for expenses incurred in countries that are not part of the European Union or belonging to the European Union, but that do not have the Euro as their currency, Europ Assistance calculates the compensation by converting the amount of the expenses you have incurred into Euros. Europ Assistance calculates the compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

#### Art. 5. - PROCESSING OF PERSONAL DATA

**When Europ Assistance provides you with the guarantees, it may become aware of and use the personal data of other people. By subscribing the Policy, you undertake to inform these people of the information on data processing and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent formula: "I have read the information on data processing and I consent to the processing of my personal health data necessary for the management of the policy by Europ Assistance Italia and the subjects indicated in the information.**

### SECTION I – DESCRIPTION OF WARRANTIES



What is insured?

#### Art. 6. - SUBJECT OF THE INSURANCE

##### A) ASSISTANCE COVER

##### TRAVEL ASSISTANCE (ONLY IN THE EVENT OF ILLNESS AND/OR ACCIDENT WHILE TRAVELLING)

- MEDICAL CONSULTATION

## Insurance Terms and Conditions Mod. 25066

if you have an illness and/or injury while traveling, you can ask for a medical opinion by phone.

Doctors use the information you give them to evaluate your health status.

**This opinion is not a diagnosis.**

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

- **SENDING A DOCTOR OR AN AMBULANCE TO ITALY**

You can request this benefit only if you are traveling and after having had a MEDICAL CONSULTATION.

If you are in Italy and need a medical examination or an ambulance, the Operations Centre sends a chosen and approved doctor to the place where you are during the trip.

When no doctor can intervene personally, the Operations Centre transports you by ambulance to the nearest and most specialized medical center.

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

*The timetable for the provision of the service is as follows:*

- *Monday to Friday, from 8 p.m. to 8 a.m.,*
- *on Saturdays, Sundays and public holidays, 24 hours a day.*

- **REFERRAL OF A SPECIALIST DOCTOR ABROAD**

You can request this benefit only if you are traveling and after having had a MEDICAL CONSULTATION.

If you are abroad and want to know which is the nearest doctor for a specialist visit, the Operations Centre will indicate the name of the doctor, compatible with local availability.

- **MEDICAL REPATRIATION**

You can request the Medical Return, when after an injury and/or a sudden illness, the doctors of the Operations Centre together with the doctors on site, decide that you can be transferred

- in an equipped healthcare facility in the place where you are,
- or
- equipped health facility in the place where you reside
- or
- to your residence.

**The final decision is however the one taken by the doctors of the Operations Centre.**

Europ Assistance organizes and pays for your medical repatriation at the times and with the means most suitable to the situation.

The means of transport are:

- air ambulance; which is used, when available, only and exclusively if you reside in Italy and when the accident occurs in one of the European countries or in the Mediterranean Basin countries;
- economy class airliner, even with space for a stretcher if you need to lie down;
- first class train and, if necessary, sleeping car;
- ambulance.

The *Operations Centre* also provides medical or nursing assistance during the return journey if your doctors deem it necessary.

You can request a transfer to the nearest Health Institute, or a transfer to a Health Institute suitable for the treatment of your illness, when you are hospitalized in a local facility that is not suitable for the treatment of your illness; the Operations Centre will organize the transfer, with the means and at the times deemed most suitable by the doctors of the Operations Centre after consulting them with the attending physician on site.

In this case, Europ Assistance pays the costs on your behalf up to a **maximum of Euro 7,500.00**.

Europ Assistance can ask you for the return ticket that you do not use.

In the event of death, the Operations Centre will organize the transportation of the body to the place of burial in the country of residence or to the nearest international airport

**The final decision is however the one taken by the Operations Centre**

**Europ Assistance only pays the costs for the transport of the body.**

- **RETURN WITH AN INSURED FAMILY MEMBER**

When during the organization of the "Medical Repatriation" service, the doctors of the Operations Centre do not deem the Insured Person's health care necessary during the trip, and an insured family member wishes to accompany you to the place of hospitalization or to your residence, the Operations Centre will arrange for the family member to return with the same means of transport used for you. **Europ Assistance may request any unused travel ticket for the family member's return.**

- **RETURN OF OTHER INSURED PERSONS**

*You can request the return of other insured persons only after the "MEDICAL REPATRIATION"*

If the other insured persons travelling with you are objectively unable to return home with the means of transport provided and/or used at the beginning of the trip the Operations Centre books a ticket for them to return to their residence.

Europ Assistance pays the cost of tickets up to a maximum amount of **Euro 500.00** per insured person.

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

- **FAMILY MEMBER'S TRIP**

You can request a family member or a person of your choice to join you if, during the trip, you are hospitalized in a healthcare institution for more than 7 days during your trip and need their help.

The *Operations Centre* books a ticket for your family member residing in Italy reach you, to your family member residing in Italy so that they can stay with you.

**Europ Assistance only pays for you the costs for a first-class train ticket or an economy class flight ticket.**

- **ACCOMPANIMENT OF MINORS**

You can request the accompaniment of minors under 18 who are travelling with you if you have an injury or illness or for a reason beyond your control you are unable to take care of them.

The Operations Centre books a return ticket for a family member. This return ticket is used to reach minors and bring them back to their residence.

**Europ Assistance only pays for you the costs for a first-class train ticket or an economy class flight on your behalf**

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### • RETURN OF THE CONVALESCENT INSURED

You can request to return to your residence if you are convalescing after an illness or injury and cannot use the means of transport initially planned for the return from the trip.

The Operations Centre books a ticket for you.

**Europ Assistance only pays the costs for the first-class train ticket or an economy class flight ticket on your behalf.**

Europ Assistance can ask you for the return ticket that you have not used.

### • EXTENSION OF STAY

You can request to extend your stay, if a medical certificate confirms that the illness (no covid19) or injury prevents you from returning home on the date you had planned. In this case, the Operations Centre books a hotel for you.

**Europ Assistance pays the costs for the room and breakfast for a maximum of 10 days after the date set for your return and up to a maximum total amount of Euro 100.00 per day per sick or injured insured person**

### • INFORMATION AND REFERRAL OF CORRESPONDING MEDICINES ABROAD

**(the service is valid only for residents in Italy)**

You can request information on medicines when you are abroad, have an illness and/or have been injured, and need to receive information on medicinal specialties regularly registered in Italy; in this case, the Operations Centre will notify you of the corresponding medicines, if any, available on site.

### • INTERPRETER AVAILABLE ABROAD

You can request an Interpreter if you are hospitalized in a healthcare facility abroad and have difficulty communicating with doctors **because** you do not know the local language.

The *Operations Centre* sends an interpreter to the hospital for daily interviews with the doctors of the Institute.

**Europ Assistance pays the cost of the Interpreter for a maximum of 8 working hours**

### • ADVANCE OF ESSENTIAL EXPENSES

**(the service is valid only for residents in Italy)**

You can get an advance for essential expenses if you have had:

- A disease
- A misfortune
- Theft, robbery, bag snatching or failure to deliver your luggage

And you have unexpected expenses that you can't pay.

The Operations Centre advances invoices on your behalf, on site, **up to a maximum amount of Euro 5,000.00.**

**Europ Assistance, when the total of invoices exceeds Euro 150.00, can decide to advance you even a higher amount of money if you can provide an economic Guarantee.**

The Operations Centre guarantees you the Advance of essential expenses if:

- the money transfer complies with the rules or regulations in Italy or the country you are in
- you demonstrate that you are able to repay the sum of money

#### Attention:

*Within one month of the date of the advance, you will have to repay the advance amount.*

*If you do not do so, you will also pay interest according to the current legal rate..*

### • EARLY REPATRIATION

You, your family members and one of your travel companions who are also insured and who are traveling with you, may be forced to return home earlier than expected due to the death or hospitalization with imminent danger of the life of one of the following family members: spouse/cohabitant more uxorio, child, brother, sister, parent, father-in-law, son-in-law, daughter-in-law, grandparents.

The date of death must appear on the death certificate issued by the registry office

**Europ Assistance pays for you a first-class train ticket or an economy class flight ticket to allow you to reach the burial place or the place where your family member is hospitalized.**

If you are traveling with a minor, the Operations Centre will allow both of you to return as long as the minor is also insured.

**If you are travelling with a vehicle** and you cannot use it to the scope, the Operations Centre also provides you with a ticket to travel back and collect it later.

*Within 15 days of the event that forced you to return home early, you must send Europ Assistance the death certificate or documents proving the hospitalization of the family member and the danger to their life.*

### • ADVANCE PAYMENT OF BAIL ABROAD <sup>44</sup>

**(the service is valid only for residents in Italy)**

**You can apply for advance bail if you have been arrested abroad or are threatened with arrest and need to pay criminal bail to be released.**

The Operations Centre advances on your behalf, directly on the spot, the criminal bail **up to a maximum total amount of Euro 15,000.00.**

**Under no circumstances will Europ Assistance pay a sum greater than 15,000.00 Euros.**

**The benefit will be operational when you can provide an economic Guarantee.**

The Operations Centre guarantees you the Advance Criminal Bail if:

- the transfer of money complies with the rules or regulations in Italy or the country you are in
- you demonstrate that you are able to repay the sum of money.

#### Attention:

*Within one month from the date of the advance, you must repay the advance amount.*

*If you do not do so, you will pay additional interest at the current legal rate.*

### • LEGAL REFERRAL ABROAD

You can ask for a lawyer referral if you are abroad and you are arrested or at risk of being arrested.

The Operations Centre will advise you of the lawyer based on local rules and availability. This occurs in countries where there are branches or correspondents of Europ Assistance.

**This is just a referral and you will be responsible for the legal cost.**

### • SENDING URGENT MESSAGES

You can request the sending of messages when due to illness and/or injury, you are unable to send urgent messages to people residing in Italy, the Operations Centre will take care of communicating the message to the recipient.

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The Operations Centre is not responsible for the messages transmitted.

### B) MEDICAL EXPENSES GUARANTEE

If, while travelling, you have an illness and/or suffer a claim, Europ Assistance will pay on your behalf the urgent and non-deferrable medical/pharmaceutical expenses incurred at the location of the accident, during the term of the Policy. Europ Assistance pays the expenses on your behalf if the Operations Centre has the technical-practical conditions to proceed. If this is not possible, Europ Assistance reimburses such expenses under the same conditions.

Europ Assistance covers or reimburses medical expenses, **per Insured and per claim:**

- up to the maximum of Euro 1,000.00 for residents in Italy traveling to Italy
- up to the maximum of Euro 30,000.00 abroad and for residents abroad wherever they travel.

The maximum amount is per Insured person, per claim and per period of coverage.

#### If you have been hospitalized

- until your discharge from the Care Facility,  
or
- until the doctors of Europ Assistance believe that you can return to Italy.

#### If you have not been hospitalized,

- only the expenses that you have incurred during the duration of the policy and that the Operations Centre has authorized you.

Within the maximum amount indicated above, Europ Assistance pays you:

- the hospital fees in a health care institution prescribed by the doctor.
- expenses for urgent and non-postponable dental treatment necessary following a claim that occurred while traveling with a limit of Euro 250.00 per insured person;
- only in the event of a claim, the costs for repairs of prostheses up to the limit of Euro 250.00 per insured person
- search and rescue costs, up to Euro 500.00 per claim in Italy, the Republic of San Marino, the Vatican City State and Euro 2,500.00 per claim abroad.
- only in the event of a claim the costs for the treatment you receive when you return to your residence, within 45 days of your return to your residence and up to a maximum of Euro 500.00.
- first aid costs for transportation to the nearest health care institution to the scene of the claim up to € 3,000.00 per claim;

#### Attention!

For this Cover there is a deductible Consult art. "Limitations on Warranties" in Section II.

### C) LUGGAGE GUARANTEE

#### 1. BAGGAGE AND PERSONAL EFFECTS

Europ Assistance compensates you for material and direct damage caused by:

- theft, burglary, mugging, robbery, fire;
- and only in the case of delivery to a carrier also
- loss
  - Damage

including the clothes you were wearing when you left.

Europ Assistance indemnifies you the value of the items that make up your luggage with a limit of Euro 150.00 per item, including bags, suitcases and backpacks. Europ Assistance considers bags, suitcases and backpacks as a single object.

Europ Assistance indemnifies you up to a maximum of Euro 1,500.00 in Italy and Euro 2,000.00 abroad, per Insured, per claim and per period of travel duration.

For journeys made by plane, train, bus or ship, the guarantee operates:

- for Policyholders residing in the European Union or Switzerland from the station of departure (airport, train, etc. of the organized trip) until the end of the trip as organized by the Policyholder;
- for Policyholders residing in non-European Union countries from the date of arrival in one of the European Union countries or in Switzerland until the date of departure from one of the same countries at the end of the trip.

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

- up to 50% maximum indicated above, for:
  - photokinetic equipment and photosensitive material, radios, televisions, recorders, any other electronic equipment, musical instruments, personal defense and/or hunting weapons, diving equipment, eyeglasses or sunglasses.**Photokinetic equipment** (camera, video camera, binoculars, flashlight, lenses, batteries, bags, etc.) are considered a single object.
- up to 30% of the maximum indicated above for,
  - cosmetics, medicines, sanitary items;
  - Jewellery, precious stones, pearls, watches, gold/silver/platinum objects, furs and other precious objects, only if you wear them or if you hand them in storage at the hotel.

In addition to the maximum indicated above, Europ Assistance reimburses you up to Euro 50.00 for the costs of redoing your Identity Card, passport and driving license in the event of theft, robbery, mugging.

#### Attention!

This Cover includes an Overdraft. Consult art. "Limitations on Warranties" in Section II.

#### 2. DELAYED DELIVERY OF BAGGAGE

You can apply for the Delayed Baggage Delivery Guarantee if the air carrier delivers your baggage more than 8 hours late in the case of confirmed flights. Europ Assistance reimburses you for unexpected expenses you have to make to buy personal hygiene items and/or clothing that are necessary. This is up to the maximum of Euro 150.00 and only for delays in delivery to the airport of destination of the outward journey. The maximum indicated above are per Insured, per claim and per period of duration of the Policy.

### D) TRAVEL CANCELLATION COSTS GUARANTEE

## Insurance Terms and Conditions Mod. 25066

You can request the trip cancellation or rental cost Cover when you have to cancel or change the booked trip, for causes or events that can **be objectively documented, unforeseeable and that are not known to you at the time of confirmation of the trip** that affect:

- directly you and/or your family members;
- directly your Partner/Co-owner of the associated company/firm;

You can request the travel cancellation or rental cost Cover when you have to cancel or change the booked trip, for objectively documentable, unforeseeable causes or events, which are not known to you at the time of confirmation of the trip and which prevent you from participating in the trip, which affect: - you and/or your family members directly; - directly your Partner/Co-owner of the associated company/firm;

Europ Assistance compensates the penalty, contractually applied by the Tour Operator:

- you

and, if insured and registered on the same practice as you:

- to your family members;
- to one of your travel companions.

In the event of multiple insured persons registering for the trip together and at the same time, in the absence of other persons from your same family unit, you must indicate only one person as a "travel companion".

Europ Assistance reimburses the full penalty charged **up to the maximum amount provided for in the contract with the Travel Organization or reported by the Tour Operator in its catalogues. The reimbursement can never exceed Euro 30,000.00 per Insured Person.**

If several insured persons registered for the trip together and at the same time cancel the trip, Europ Assistance reimburses the penalty up to an amount given by the sum of the insured ceilings for each person, **with a total maximum of Euro 50,000.00 per claim**

**Europ Assistance does not reimburse:**

- costs of practice management;
- agency fees;
- travel registration fees.

**Attention!**

**This Cover includes a deductible. Consult art. "Limitations on Warranties" in Section II.**

**The deductible is not applied:**

- in the event of a change and/or forced cancellation of the trip due to hospitalization (excluding Day Hospital and Emergency Room)
- in the event of death.



### Where do the guarantees apply?

#### Art. 7. - TERRITORIAL EXTENSION

The Covers, **with the exception of what is reported in Art. "Effect of international sanctions on insurance coverage", are valid in Italy**, the Vatican City State and the Republic of San Marino; in all **European countries and the countries of the Mediterranean Basin**: Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary; in all **countries of the world**.



### When do the covers start and when do they end?

#### Art. 8. - EFFECTIVE DATE AND DURATION

Guarantees start from the beginning of the journey and will end at the end of it.

**The Travel cancellation cost guarantee** starts from the date of booking the Trip and lasts until the start date of the Trip.

The start of the Trip means: the time of check-in at the airport or in the case of early check-in, the passage of boarding checks, or for rentals on the day of the start of the stay.

## SECTION II – EXCLUSIONS AND LIMITATIONS OF WARRANTIES



### What is not insured?

#### Art. 9. - EXCLUSIONS

Guarantees are excluded claims caused by:

- a. fraud or gross negligence except as indicated in the individual guarantees;
- b. floods, inundations, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters, transmutation of the atomic nucleus phenomena, radiation caused by the artificial acceleration of atomic particles;
- c. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism (except as indicated in the individual Covers under the heading: "What is insured?" of Section I – Description of the Covers) and vandalism.

Any travel undertaken for the purpose of participating in races/competitions involving extreme activities and business trips are excluded.

#### EXCLUDED COUNTRIES

Travel to the following countries is not insured: Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

#### • EXCLUSIONS RELATING TO INDIVIDUAL WARRANTIES

## Insurance Terms and Conditions Mod. 25066

For the ASSISTANCE COVER, claims due to:

- a. car, motorcycle or motorboat races and related tests and training;
- b. mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- c. diseases caused by pregnancy beyond the 26th week of gestation and by the puerperium;
- d. diseases that are the expression or direct consequence of chronic pathological situations;
- e. organ removal and/or transplantation;
- f. abuse of alcohol or psychotropic drugs;
- g. illnesses/injuries resulting from the HIV virus;
- h. use of narcotics and hallucinogens;
- i. non-qualification to drive the vehicle in accordance with the provisions of the law in force;
- j. attempted suicide or suicide;
- k. air sports in general, driving and use of hang gliders and other types of ultralight aerial vehicles, parachuting, paragliders and similar, sled guiding, bobsleigh, acrobatic skiing, jumping from the trampoline with skis or hydroskis, mountaineering with rock climbing or access to glaciers, free climbing, kite-surfing, scuba diving, sports involving the use of motor vehicles and boats, boxing, wrestling in its various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of recklessness, injuries suffered as a result of sports activities carried out on a professional basis, in any case not amateur (including competitions, trials and training);
- l. everything that is not expressly indicated in the individual services;
- m. epidemics or pandemics according to what has been declared by the World Health Organization.

**IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY TO INDIVIDUAL SERVICES:**

• **MEDICAL REPATRIATION**

The following are excluded:

- the illness or injury that allows you, according to the assessment of the doctors of the Operations Centre, to continue travelling,
- the illness or injury that can be treated on the spot,
- infectious diseases, when transport does not comply with national or international health regulations,
- discharge from the medical center or hospital against the advice of the doctors, by your choice or by the choice of your family members.

In the event of death, the following are excluded:

- funeral expenses, people's research, recovery of the body and other expenses that are not related to transport.
- The body transportation to places that are not accessible by normal means of transport.

Transport, always in compliance with the laws in force, may be carried out with vehicles suitable for funeral transport (e.g. hearses), Return to your residence is excluded if you are not a resident of Europe and your trip is to a non-European country.

**B) MEDICAL EXPENSES GUARANTEE, claims due to the following reasons are also excluded:**

- a. mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- b. diseases caused by pregnancy beyond the 26th week of gestation and by the puerperium;
- c. diseases that are the expression or direct consequence of chronic or pre-existing pathological situations at the beginning of the journey;
- d. injuries resulting from the performance of the following activities: mountaineering with rock climbing or access to glaciers, jumps from the trampoline with skis or hydroskis, driving and use of sled guides, air sports in general, driving and use of hang gliders and other types of ultralight aerial vehicles, paragliders and similar, kite surfing, acts of recklessness as well as all injuries suffered as a result of sports activities carried out on a professional basis in any case not amateur (including competitions, rehearsals and training);
- e. organ removal and/or transplantation;
- f. car, motorcycle or motorboat races and related tests and training;
- g. Gross negligence;
- h. alcohol or psychotropic drug abuse;
- i. illnesses/injuries resulting from the HIV virus;
- j. use of narcotics and hallucinogens;
- k. attempted suicide or suicide;
- l. epidemics or pandemics according to what has been declared by the World Health Organization.

In addition, Europ Assistance does not pay you:

- all expenses incurred if you have not reported to Europ Assistance, directly or through third parties, the hospitalization or emergency room service,
- expenses for the treatment or elimination of physical defects or congenital malformations, for aesthetic applications, for nursing, physiotherapy, spa and slimming treatments,
- dental care expenses following a sudden illness,
- expenses for the purchase and repair of glasses, contact lenses,
- expenses for orthopaedic and/or prosthetic devices following sudden illness,
- check-ups in Italy for situations resulting from illnesses that began while travelling;
- the costs of transport and/or transfer to the place of your accommodation.

**A) LUGGAGE GUARANTEE, furthermore, claims due to or dependent on:**

- a. ~~the case of~~ theft of luggage loaded on a motorcycle of any engine capacity during the trip;
- b. ~~the case of~~ theft of the luggage contained inside the vehicle;
- c. damage caused to sports equipment during its use.

In addition, the following are not insured:

- d. mobile phones, MP3 players, personal computers, tablets.
- e. money, cheques, stamps, tickets and travel documents, souvenirs, coins, works of art, collections, samples, catalogues, goods, documents other than identity cards, passports and driving licences;
- f. helmet, professional equipment;
- g. the fixed and service accessories of the vehicle itself (including removable radio or player).

The following are excluded from the "DELAYED BAGGAGE DELIVERY" Cover:

- h. the case of delayed baggage delivery at the airport of the city of departure at the beginning of the trip;
- i. all expenses you incur after receipt of your baggage.

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- D) TRAVEL CANCELLATION COST GUARANTEE. You are not insured if the cancellation cases depend on or are caused by:
- theft, robbery, loss of identification and/or travel documents;
  - mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and their consequences/complications;
  - pregnancy or the resulting pathological situations in cases where conception occurred before the date of registration of the trip;
  - injury, illness or death occurring prior to confirmation of travel;
  - diseases that are the expression or direct consequence of chronic pathological situations;
  - consequences and/or complications of accidents that occurred before the travel was confirmed;
  - bankruptcy of the Carrier or the Agency or the Travel Organiser;
  - epidemics with pandemic characteristics, of such severity and virulence as to cause high mortality or to require restrictive measures in order to reduce the risk of transmission to the civilian population, quarantines;
  - deposits and/or advances not justified by tax documents of penalty;
  - failure to send the communication (pursuant to art. "OBLIGATIONS OF THE INSURED IN THE EVENT OF AN **accident claim** ") on your part by the date of commencement of the trip/stay, except in cases of cancellation caused by death or hospitalization of at least 24 consecutive hours (Day Hospital and Emergency Room excluded) of a family member;
  - all cases in which you cannot document your impediment to participate in the trip.



Are there any coverage limits?

### Art. 10. - EFFECT OF INTERNATIONAL SANCTIONS ON INSURANCE COVERAGE

Europ Assistance Italia S.p.A. is not required to:

- provide insurance coverage,
- Pay claims

if this exposes you to any sanctions, prohibitions or restrictions that come from "INTERNATIONAL SANCTIONS".

"INTERNATIONAL SANCTIONS" are restrictive measures, i.e. limitations or prohibitions imposed by national and/or international provisions. They are applicable to individuals, groups, or entities.

By way of example and not exhaustively, international sanctions can be adopted by the UN, the European Union, the United States of America, the United Kingdom, individual nations.

This article shall prevail over any other item that may be contained in these Conditions of Insurance.

In any case, check the updated list of sanctioned countries at the link:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

If you are a "United States Person" and you are in Cuba or Venezuela, to benefit from the insurance coverage you must demonstrate to Europ Assistance Italia S.p.A. to be in Cuba or Venezuela in compliance with U.S. laws.

Without authorization for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide insurance coverage.

### Art. 11. - LIMITATIONS OF WARRANTIES

#### • CONTINUOUS STAY ABROAD

You can stay abroad for a maximum of 40 consecutive days during the validity of this Policy. **You will not be insured for claims that happen to you after 40 days.**

### A) ASSISTANCE COVER

#### • LIMITS OF INTERVENTION

Europ Assistance does not provide you with Services in those countries that are in a state of declared or actual belligerence, including those whose belligerence has been made public. The countries indicated on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza> are considered such with a danger level equal to or greater than 4.0. Europ Assistance cannot provide you with Assistance Services in countries where local or international authorities do not allow to intervene on site even if there is no risk of war.

#### • LIMITS ON THE DELIVERY OF SERVICES

Assistance services are provided only once per insured person, for each type within the duration of the trip.

#### • LIMITATION OF LIABILITY

Europ Assistance is not responsible for damages:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- consequent to any other fortuitous and unforeseeable circumstance.

### B) MEDICAL EXPENSE REIMBURSEMENT GUARANTEE

#### • EXCESS

Europ Assistance applies a deductible **only when you have not been hospitalized and in cases of reimbursement**. The absolute deductible is **Euro 50.00**.

### C) BAGGAGE COVER

#### • UNCOVERED

Europ Assistance applies a 50% overdraft if:

- you forget your luggage, you don't care about it or you lose it,
- if they steal the entire vehicle in which you put your luggage,
- if they steal the things you put in the tent. However, you must be in a regularly equipped and authorized campsite.



## Insurance Terms and Conditions Mod. 25066

### D) TRAVEL CANCELLATION COSTS COVER

#### • UNCOVERED

The Cover provides for an overdraft of 20% of the amount of the penalty, in the event of cancellation and/or modification of the trip for reasons other than hospitalization or death and 25% in the case of pre-existing diseases. If the penalty is higher than the Cover ceiling, the overdraft is calculated on the latter.

#### Deductible example:

if the agreed deductible is equal to a fixed sum of Euro 50.00:  
 expenses lower than Euro 50.00 will not be indemnified/compensated  
 expenses exceeding Euro 50.00 will be reimbursed with the deduction of Euro 50.00 (within the limits of the maximum amounts provided).  
 Specialist visit Euro 150,00  
 Deductible Euro 50,00  
 Refund Euro 100.00

#### Example of overdraft:

Estimated damage amount	Euro 100,00
20% overdraft	Euro 20,00
indemnified/refundable damage within the limits of the maximum Euro 80.00 (100.00 – 20.00)	

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



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

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

To report the claim you can:

1. access the portal <https://sinistrionline.europassistance.it> by following the instructions;
2. access the "report the claim" section from the [www.europassistance.it](http://www.europassistance.it) website;
3. write a registered letter with return receipt to Europ Assistance - Ufficio Liquidazione Sinistri (indicating the Cover for which you are reporting the claim) - Via del Mulino n. 4 – 20057 Assago (MI);
4. send a fax to +39 02- 58.47.70.19.
5. contact Europ Assistance also by clicking on the link: <https://cruisetopic.quickassistance.it/>

The claim report must contain:

- name, surname, address, tax code, telephone number;
- Policy number;
- the cause of the claim report;
- where you or the persons who gave rise to the claim can be found.

The times for reporting the claim are indicated in the individual guarantees.

IN ADDITION TO THIS, FOR EACH COVER YOU MUST GIVE US OTHER INFORMATION/DOCUMENTS, AS INDICATED BELOW:

#### A) ASSISTANCE COVER

*In the event of a Claim, call immediately and always to the Europ Assistance Operations Centre, active 365 days a year, 24 hours a day.*

*Do nothing without first contacting the Operations Centre.*

*In case of emergency, call the Emergency Service.*

*If you do not contact Europ Assistance, it does not Cover you the benefits. Article 1915 of the Civil Code applies.*

#### B) MEDICAL EXPENSES COVER

*In the event of a Claim:*

- you must call the Operations Centre immediately
- You must make a report **no later than sixty days from when you had the claim.**

You must submit the following data/documents:

- the First Aid certificate written at the scene of the accident indicating the pathology suffered or the medical diagnosis certifying the type of accident suffered and how it happened;
- a certified copy of the original medical record, if you have been hospitalized;
- originals of invoices, receipts or tax receipts for the expenses incurred, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves;
- medical prescription for the purchase of medicines with the original receipts of the medicines purchased;

Europ Assistance may ask you for other documents necessary to assess the claim. You are obliged to give them.

If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you. This is established by the Civil Code in art. 1915.

## Insurance Terms and Conditions Mod. 25066

### C) LUGGAGE GUARANTEE

#### WHAT SHOULD YOU DO IF YOU HAVE PROBLEMS WITH YOUR BAGGAGE?

Please remember

- in the event of theft/loss, immediately report it to the competent authorities of the place where the claim occurred and keep an authentic copy for Europ Assistance;
- send a written complaint to the hotelier or carrier or other person responsible for the damage;
- in the event of liability of the carrier, file a report according to the procedures indicated by the carrier itself at the time of the claim;
- within 60 days of the occurrence of the claim, send the claim report to Europ Assistance by accessing the <https://sinistronline.europassistance.it> portal or in the manner listed below

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

*You must report the claim **within sixty days of having suffered it**. Send the following data/documents:*

*For the "Baggage" Cover, you must send the following data/documents:*

- copy of travel tickets or details of stay;
- certified copy of the report with the approval of the Police Authority of the place where the event occurred;
- the circumstances of the incident;
- the list of lost or stolen items, their value and the date of purchase;
- the names of the Insured Persons who have suffered the damage;
- copy of the complaint letter submitted to the hotelier or carrier who may be responsible;
- Proof of the costs of remaking documents, if incurred;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves, proving the value of the damaged or stolen goods and their date of purchase;
- repair invoice or declaration of irreparability of damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the sector.

*Only in the event of non-delivery and/or damage to all or part of the baggage delivered to the carrier must you attach to the refund request:*

- a copy of the report made immediately to the Office specifically designated for claims for lost baggage;
- copy of the complaint letter sent to the carrier with the request for compensation and the letter of response from the carrier itself.

*For the "Delayed Baggage Delivery" Cover, you must send the following data/documents:*

- a declaration from the Airport Management Company or the carrier certifying that the baggage has been delayed beyond 12 hours and the time of delivery;
- copies of invoices, receipts or tax receipts, complete with the tax data (VAT number or Tax Code) of the issuers and the holders of the receipts themselves, proving the value of the goods purchased;
- copy of the complaint letter sent to the carrier with the request for compensation and the letter of response from the carrier itself.

**Europ Assistance may ask you for other documents necessary to assess the claim. You are obliged to give them them.**

**If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you. This is established by the Civil Code in art. 1915.**

### D) TRAVEL CANCELLATION COSTS GUARANTEE

*In the event of a claim, you must notify the travel organization or agency or the carrier of the formal cancellation of the Trip and you must **make a report no later than 3 days from when the cause of the cancellation occurred and in any case within the start date of the Trip if the 3-day term falls after the start date of the Trip**.*

*If the cancellation and/or change to the trip is due to illness and/or accident, the report must also include:*

- the type of pathology;
- the beginning and end of the disease.

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

- copy of the Europ Assistance card;
- documentation objectively proving the cause of the renunciation/modification, in original;
- documentation attesting to the link between you and any other person who determined the renunciation;
- in the event of illness or injury, a medical certificate stating the date of the accident or onset of the disease, the specific diagnosis and the days of prognosis;
- in case of hospitalization, a certified copy of the original medical record;
- in the event of death, the death certificate;
- travel registration form or similar document;
- receipts (deposit, balance, penalty) for payment of the trip or rental;
- confirmation account statement issued by the Travel Organization/Agency;
- invoice relating to the penalty charged issued by the Policyholder and the Travel Organization/Agency;
- copy of the cancelled ticket;
- program and travel regulations;
- travel documents (visas, etc.);
- Travel Confirmation Agreement.

*In the event of a penalty charged by the air carrier/shipping company:*

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

**Europ Assistance may ask you for other documents necessary to assess the claim. You are obliged to give them them.**

**If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you. This is established by the Civil Code in art. 1915.**

## Insurance Terms and Conditions Mod. 25066

### For claims management of all guarantees:

Europ Assistance may ask you for other documents necessary to assess the claim.

You are obliged to give them them.

If you do not comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

This is established by the Civil Code in art. 1915.

**Art. 1915 Italian Civil Code:** the article explains what happens to the Insured if they do not report the claim to their insurer within the time frame in which they requested it.

The Insurer is obliged to indemnify the Insured for a sum equal to the damage that the Insured has suffered.

If the Insured behaves intentionally in a way that causes or aggravates the damage, the Insurer may not pay it.

If the Insured unintentionally causes or aggravates the damage, the Insurer may pay less.

### Art. 13. - CRITERIA FOR THE ASSESSMENT AND LIQUIDATION OF DAMAGES

#### C) LUGGAGE GUARANTEE

##### • CRITERIA

If it is a carrier/hotelier who is responsible for damage to your luggage, Europ Assistance pays you, up to the maximum amount provided for in the Policy, supplementing the part already reimbursed by the carrier/hotelier responsible for the event.

In the case of items purchased no later than three months before the occurrence of the claim, the refund will be made based on the purchase value, if proven by the relevant documentation. In the case of objects purchased more than three months before the occurrence of the claim, the degradation of use of the same will be taken into account.

In the event of a breakdown, the cost of the repair will be refunded upon presentation of an invoice.

In no case will the so-called sentimental values be taken into account.

#### HOW TO REQUEST ASSISTANCE

To receive Assistance services, you can call the Europ Assistance Operations Centre, which is in operation 24 hours a day, The Operations Centre will give you all the information you need to intervene or indicate the most suitable procedures to solve any type of problem in the best possible way, as well as authorising any costs.

**IMPORTANT: do not take any initiative without first contacting the Operations Centre by telephone at:**

**(+39) 02-58.24.58.96**

You can contact Europ Assistance by clicking on the link: <https://cruisetopic.quickassistance.it/>



You will need to provide the following information:

- Type of intervention required;
- name and surname;
- address of the place where you are located;
- Phone.

If you cannot call the Operations Centre, you can send: a fax to 02.58477201

In order to provide the Covers provided for in the Insurance Conditions, Europ Assistance must process your personal data and, as stated in EU Regulation 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By calling or writing or having Europ Assistance call or write to Europ Assistance, you freely give your consent to the processing of personal data relating to health as indicated in the Data Processing Policy you have received.

## Insurance Terms and Conditions Mod. 25066

### COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be submitted in writing, including a detailed description of the events, the number of the policy or claim in question and any information that may help identify the policyholder or the insured (such as tax code, name, surname, contact details, etc.) to: Europ Assistance Italia S.p.A. – Ufficio Reclami – Via del Mulino, 4 – 20057 Assago (MI); fax: 02.58.47.71.28 – pec: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) (enabled to receive messages only from Certified Electronic Mail - PEC mailboxes) - 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 do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, pec: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the complaint to the documentation relating to the complaint handled by Europ Assistance. In these cases and for complaints concerning compliance with the sector regulations to be submitted directly to IVASS, in the complaint you must indicate:

- name, surname and domicile of the complainant, with any telephone number;
- identification of the person or persons whose work is complained of;
- brief and exhaustive description of the reason for complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the same;
- any document useful for describing the relevant circumstances more fully.

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

Before involving the judicial authority, you can turn to alternative systems for the resolution of disputes provided for by law or convention.

- **Mediation:** by contacting a Mediation Body among those on the list of the Ministry of Justice, which can be consulted on the [www.giustizia.it](http://www.giustizia.it) website (Law 9/8/2013 no. 98);
- **Assisted negotiation:** at the request of your lawyer to Europ Assistance Italia S.p.A.

**Insurance disputes on the determination and estimation of damages in the context of policies against the risk of damage (where provided for by the Insurance Conditions).**

In the event of disputes relating to the determination and estimation of damages, it is necessary to resort to contractual expertise where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual or arbitration expertise must be addressed to: Ufficio Liquidazione Sinistri – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

In the case of disputes in the context of policies against the risk of damage in which the contractual expertise has already been carried out or not related to the determination and estimate of damages, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

**Insurance disputes on medical matters (where provided for in the Conditions of Insurance).**

In the event of disputes relating to medical matters relating to accident or health policies, arbitration is necessary where provided for in the Conditions of Insurance for the resolution of this type of dispute. The request for activation of the contractual or arbitration expertise must be addressed to: Ufficio Liquidazione Sinistri – Via del Mulino, 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will take place at the location of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes in the context of accident or illness policies in which arbitration has already been carried out or not relating to medical issues, the law provides for mandatory mediation, which is a condition for proceeding, with the right to resort to assisted negotiation in advance.

The right to appeal to the Judicial Authority remains unaffected.

For the resolution of cross-border disputes, you can lodge a complaint with IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm) website).

#### Europ Assistance Italia S.p.A.

Sede Legale: Via del Mulino n. 4 – 20057 Assago (MI) – tel. 02.58.38.41 – [www.europassistance.it](http://www.europassistance.it). Indirizzo di posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it). Capitale Sociale Euro 12.000.000,00 I.V. – REA 754519 – Partita IVA 01333550323 – Reg. Imp. Milano e CF 80039790151 – Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 02/06/1993 (Gazzetta Ufficiale del 01/07/1993 n. 152) – Iscritta alla sezione I dell'Albo delle Imprese di Assicurazione e Riassicurazione al n. 100108 – Società appartenente al Gruppo Generali, iscritto al numero 026 dell'Albo dei Gruppi Assicurativi – Società unipersonale soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

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



## PRIVACY

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

Information on the processing of data for insurance purposes  
(pursuant to Articles 13 and 14 of the European Regulation on the protection of personal data)

Personal **Data** is information about a person that allows him or her to be recognized among other people. Personal Data includes, for example, your first and last name, your identity card or passport number, information relating to your state of health, such as illness or injury, information relating to criminal offences and convictions.

There are policies<sup>1</sup> that protect Personal Data to protect it from misuse. Europ Assistance Italia, as Data Controller, complies with these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

If what is described in this Policy is not sufficient or you wish to assert a right provided for by law, you can write to **Ufficio Protezione Dati** at Europ Assistance Italia - Ufficio Protezione Dati- Via del Mulino, 4 – 20057 Assago (MI) or by email at [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Why Europ Assistance uses your Personal Data and what happens if you do not provide or authorize us to use it

Europ Assistance Italia uses your Personal Data, if necessary for the management of BENEFITS and COVERS, including those relating to the state of health or relating to crimes and criminal convictions, for the following *insurance purposes*:

- carry out the activity that is envisaged by the Policy or to provide the SERVICES and COVERS; carry out the insurance activity or for example propose and manage the Policy, collect premiums, reinsure, carry out control and statistical activities: your common Data which could also be related to your position (geolocation), are processed for contractual fulfilment; to process, where necessary, Your Health Data, you will need to provide your consent; in some PERFORMANCE and COVER management processes, *automated decision-making processes*<sup>2</sup> are used.
- carry out insurance activities, prevent and detect fraud, take legal action and notify the Authorities of possible crimes, recover debts, carry out intra-group communications, protect the security of company assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including those relating to the state of health for which you have given consent or relating to crimes and criminal convictions, they are processed for the legitimate interest of the company and third parties;
- carry out the activities required by law, such as the storage of Policy and claim documents; respond to requests from authorities, such as the Carabinieri, the Institute for the Supervision of Insurance (IVASS): your Data, including those relating to your state of health or relating to crimes and criminal convictions, are processed in accordance with the law or regulations.

If you do not provide your Personal Data and/or do not consent to their use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide SERVICES and COVERS.

#### How Europ Assistance uses your Personal Data and to whom you disclose it

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies<sup>3</sup>, uses the Personal Data it has obtained from you or from other people (such as, for example, from the policyholder, from your relative or from the doctor who treated you, from a travel companion or from a supplier) both on paper and with the computer or app.

For *insurance purposes*, Europ Assistance Italia may communicate your Personal Data, if necessary, to private and public entities operating in the insurance sector that are involved in the management of existing relationships with you or to other subjects who carry out tasks of a technical, organizational or operational nature<sup>4</sup>

Europ Assistance Italia, depending on the activity it has to carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in countries that are located outside the European Union and that may not Cover an adequate level of protection according to the European Commission. In these cases, the transfer of your Personal Data to parties outside the European Union will take place with the appropriate and adequate safeguards according to applicable law. You have the right to obtain information regarding the transfer of your Personal Data outside the European Union by contacting the Ufficio Protezione Dati-

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

#### How long Europ Assistance UK keeps your Personal Data

<sup>1</sup> The European Regulation on the Processing of Personal Data EU 2016/679 (hereinafter the Privacy Regulation) and the primary and secondary Italian legislation

<sup>2</sup> Automated decision-making is a management process that does not involve the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the Services, you can call the *Operations Centre*, in relation to the Covers, you can write to the Claims Settlement at the contacts on the [www.europassistance.it website](http://www.europassistance.it) and on the Policy.

<sup>3</sup> These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process the processing, or operate as independent Data Controllers or Joint Data Controllers, and carry out tasks of a technical, organisational and operational nature. These include for example: agents, sub-agents and other agency collaborators, manufacturers, insurance brokers, banks, SIMs and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical trustees, technical consultants, roadside assistance, experts, garages, motor vehicle dismantling centres, health facilities, claims settlement companies and other contracted service providers; companies of the Generali Group and other companies that carry out contract and performance management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification of financial statements, as well as companies specialising in market research and surveys on the quality of services.

<sup>4</sup> To the Policyholder, other branches of Europ Assistance, Generali Group Companies and other parties such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition workers, healthcare facilities, companies that manage claims, other companies that provide IT and telematics services, financial, administrative, archiving, mailing, profiling and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities operating in the insurance sector and of other subjects who carry out technical, organisational and operational tasks acting as Data Controllers are located at the same premises (e.g. at suppliers) and/or on [www.europassistance.it](http://www.europassistance.it)

## PRIVACY

Europ Assistance Italia retains your Personal Data for as long as necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, according to the times set out below.

- Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files, are kept for 10 years from the last registration in accordance with the provisions of the Civil Code or for a further 5 years in accordance with the provisions of insurance regulations.
- Common Personal Data collected on any occasion (e.g. stipulation of a Policy, request for a quote) accompanied by consent/refusal of consent for commercial promotions and profiling are kept without expiration, as well as evidence of the related changes made by you over time to consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains unaffected where there are no contractual or regulatory conditions that provide for the necessary storage.
- Personal Data collected as a result of the exercise of the rights of the data subjects are kept for 10 years from the last registration in accordance with the provisions of the Civil Code
- The Personal Data of individuals who have defrauded or attempted to defraud are kept even beyond the 10-year period.

In general, for anything not expressly specified, the ten-year retention period provided for by Article 2220 of the Civil Code or another specific term provided for by the legislation in force applies.

### What are your rights to protect your Personal Data

In relation to the processing of your Personal Data, you have the following rights: access, rectification, erasure, limitation, portability, revocation, opposition that you can assert in the manner set out in the following paragraph "How can you assert your rights to protect your personal data". You have the right to lodge a complaint with the Italian Data Protection Authority and you can find more information on the [www.garanteprivacy.it](http://www.garanteprivacy.it) website.

### How can you enforce your rights to protect your personal data

- To find out what personal data Europ Assistance Italia uses about you (right of access);
- to request to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on your Personal Data processed at 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 demonstrates that such legitimate interests prevail over yours or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your Personal Data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, it being understood that the revocation of the consent previously given does not deprive the processing carried out before the revocation of the lawfulness.

At any time you can write to:

Ufficio Protezione Dati- Europ Assistance Italia S.p.A. – Via del Mulino, 4 – 20057 Assago (MI),  
also by email: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

### Changes and updates to the Notice

Also in consideration of future changes that may occur on the applicable privacy legislation, Europ Assistance Italia may supplement and/or update, in whole or in part, this Policy. It is understood that any modification, integration or update will be communicated in accordance with current legislation also by publication on the [website www.europassistance.it](http://www.europassistance.it) where you can also find more information on the personal data protection policies adopted by Europ Assistance Italia.

## ANNEX A - GLOSSARY

### ANNEX A – GLOSSARY

**Insured:** the natural person who has purchased a travel package from the Policyholder (to whom we address by first name).

**Breakdown:** This is damage to luggage during navigation or flight.

**Luggage:** The suitcase, bag and backpack you take with you on a trip and what they contain.

**Conditions of Insurance:** clauses of the Policy that contain: General Conditions of Insurance for the Insured, the description of the Covers, the excluded risks and limitations of the Covers, and the obligations of the Insured and Europ Assistance.

**Policyholder:** the Company that carries out the activity of a Tour Operator, which has its legal and tax headquarters in Italy, the Republic of San Marino, the Vatican City State and which underwrites the policy in favour of third parties and assumes the related charges.

**Travel companion:** the person who travels with you and is insured under this policy.

**Europ Assistance:** the insurance company, i.e. Europ Assistance Italia S.p.A. with registered office in Via del Mulino no. 4 - 20057 Assago (MI) – Company authorised to carry out insurance, by decree of the Ministry of Industry, Commerce and Handicrafts no. 19569 of 2 June 1993 (Official Gazette no. 152 of 1 July 1993) – Registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Family member:** spouse/cohabitant more uxorio, parents, brothers, sisters, children, in-laws, sons-in-law, daughters-in-law, grandparents, uncles and nephews up to the 3rd degree of kinship, cousins up to the 1st degree of kinship, brothers-in-law.

**Deductible:** this is the amount that remains at your expense at the time of settlement of the claim.

**Cover:** insurance that is different from assistance insurance and for which, in the event of a claim, Europ Assistance pays compensation.

**Indemnity/Compensation:** the amount that Europ Assistance pays you in the event of a claim.

**Accident:** the event due to fortuitous, violent and external causes. The direct and exclusive consequence of the accident is objectively ascertainable physical injuries that cause death, permanent disability or temporary disability.

**Health Care Institution:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorized to provide hospital care. Thermal establishments, convalescent and holiday homes, clinics with dietetic and aesthetic purposes are not considered health care institutions.

**Illness:** any alteration in the state of health not dependent on an accident.

**Chronic disease:** the disease that has involve, in the last 12 months, diagnostic investigations, hospitalizations or treatments/therapies.

**Sudden illness:** An illness of acute onset that you were not aware of before the start of the Journey.

**Pre-existing illness:** illness that is the expression or direct consequence of pathological situations that occurred before the effective date of the Policy.

**Maximum/Sum Insured:** the maximum amount paid by Europ Assistance in the event of a claim.

**Policy:** the insurance contract that establishes the rights and obligations between Europ Assistance and the Policyholder/Insured.

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

**Service:** assistance provided in kind, i.e. the help that must be provided to the Insured Party, in times of need, by Europ Assistance through Operations Centre.

**Residence:** the place where you live as shown in the registry certificate.

**Hospitalization:** the stay in a Health Care Institute for at least one night.

**Risk:** the probability of the claim occurring.

**Claim:** the occurrence of the harmful event for which the insurance benefit/Cover is recognized.

**Overdraft:** the part of the amount of the damage, which is declared as a percentage and which remains compulsorily borne by you with a minimum expressed in absolute value.

**Medical/pharmaceutical/hospital expenses:** these include surgical costs (surgeon's, assistant's, assistant's fees, anesthesiologist's fees, operating room fees and intervention materials) and health expenses (hospitalization fees, specialist medical consultations, medicines, tests and diagnostic tests). The inpatient fees indicate the cost of the day of hospitalization in a health care institution. The cost also includes medical/nursing assistance.

**Operations Centre:** the structure of Europ Assistance Italia S.p.A. – Via del Mulino, 4 - 20057 Assago (MI), consisting of managers, staff (doctors, technicians, operators), equipment and facilities (centralised and not) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured Party, the organisation and provision of the Assistance Services provided for in the Insurance Conditions.

**United States Person:** si intendono:

- U.S. citizens and permanent residents, regardless of where they are located,
- all persons and companies within the United States of America,
- all companies incorporated in the United States of America and their subsidiaries wherever they are located;

who must act in full compliance with the financial sanctions of the United States of America.

It should be noted that foreign subsidiaries owned or controlled by U.S. companies and foreigners in possession of U.S.-origin assets must also comply with U.S. sanctions in some cases.

**Carrier:** plane, tourist bus, train, ship.

**Travel:** travel for tourist purposes.

In the case of travel by plane, train, bus or ship, it means the journey from the departure station (airport, port or tram station) of the journey to the arrival station. In the case of travel by car or other means other than a ship, plane or bus, it means any location more than 50 km from the Insured's place of residence in Italy. The *mileage allowance does not apply* for Vehicle Assistance only.