



**Europ Assistance Italia S.p.A.**

## **TERMS AND CONDITIONS OF INSURANCE**

(Mod. 17220) EDITION 01/01/2022

### **WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA SpA**

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

**Personal data** is information about a person that enables him or her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations<sup>[1]</sup> protecting personal data from misuse. Europ Assistance Italia complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the **Data Protection Officer** at Europ Assistance Italia, Data Protection Office (Ufficio Protezione Dati), Via del Mulino no. 4 - 20057 Assago (MI) or by e-mail to [UfficioProtezioneDati@euroDassistance.it](mailto:UfficioProtezioneDati@euroDassistance.it)

### **Why does Europ Assistance Italia use your Personal Data and what happens if you do not provide it or do not authorise its use?**

Europ Assistance Italia uses your personal data, if necessary, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes*:

- to carry out the activity that is foreseen by the policy or to provide the BENEFITS/SERVICES and COVER; to carry out insurance business, for example proposing and managing the policy, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location if the BENEFITS/SERVICES and COVER require geolocation, is processed in order to meet contract obligations; to process your Health Data, where necessary, you will have to provide your consent;
- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets: your Data, including data relating to your health for which you have given your consent, or data relating to criminal convictions and offences, is processed in the legitimate interests of the company and third parties;
- to carry out activities required by law, such as the retention of policy and claim documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator, IVASS: your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

[1] The Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation.

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

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

Sede sociale, Direzione e Uffici: Via del Mulino, 4 - 20057 Assago (MI) - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistancelitaliaSpA@pec.europassistance.it](mailto:EuropAssistancelitaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 01333550323 - 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.

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



If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide the COVER and BENEFITS/SERVICES.

#### **How Europ Assistance Italia uses your personal data and who the data is disclosed to**

Europ Assistance Italia, through its employees, staff and external parties/companies,[3] uses personal data that it has obtained from you or from other persons (such as, for example, the policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app.

For *insurance purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector and other entities performing technical, organisational and operational activities[4].

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate and adequate safeguards in accordance with applicable law. You have the right to obtain information and, if appropriate, a copy of the safeguards adopted to transfer your personal data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not make your personal data available to the public.

#### **How long does Europ Assistance Italia retain your personal data?**

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations.
- Common personal data collected on any occasion (for example when entering into a policy requesting a quote) accompanied by consent/refusal to consent to sales promotions and probation are retained without expiry, as is evidence of relevant changes you make over time to the consent/refusal. You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal terms and conditions that require its retention.
- Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code
- Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.

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[3] In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

[4] The Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services.

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In general, for all matters not expressly specified, the ten-year retention period indicated in Article 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply.

#### **What are your rights to protect your personal data?**

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### **How you can exercise your rights to protect your personal data**

- To find out which of your personal data are used by Europ Assistance Italia (right of access);
- to request that your data be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of 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 the third party demonstrates that such legitimate interest overrides your own 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 Europ Assistance Italia is based on your consent, by withdrawing your consent at any time, it being understood that withdrawing consent previously given does not affect the lawfulness of the processing carried out with your consent before it was withdrawn

you can write to:

Data Protection Office (Ufficio Protezione Dati) - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### **Changes and updates to the Notice**

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future changes to applicable privacy laws. It is understood that any amendments, additions or updates will be communicated in accordance with current legislation also by means of 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.

### **GENERAL DEFINITIONS**

**Insured Person:** the person whose interest is protected by the insurance.

**Policyholder:** **Università Cattolica del Sacro Cuore** with registered office in Milan, Largo Gemelli, 1- VAT no. 02133120150 which underwrites the Policy on behalf of others.

**Europ Assistance:** the insurer, namely Europ Assistance Italia S.p.A. - Head Office, Management and Offices: Via del Mulino, 4 – 20057 Assago (MI) – Certified e-mail (PEC) address: [EuropAssistancelItaliaSpA@pec.europassistance.it](mailto:EuropAssistancelItaliaSpA@pec.europassistance.it) - A company authorised to carry out insurance business under Decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Italian Official Gazzete no. 152 of 1 July 1993) - Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A.

**Family member:** brother/sister, son/daughter, spouse or unmarried partner, de facto partners as defined by law, civil union partner, parent of the persons travelling.

**Deductible:** the pre-established fixed amount, which in any case remains the responsibility of the Insured Person for each claim.

**Cover:** the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance shall pay compensation.

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

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

**Policy:** the contractual document that proves the insurance contract and governs the relationship between Europ Assistance, the Policyholder and the Insured.

**Benefit/Service:** assistance provided in kind, i.e., the help that must be provided to the Insured Person, at the time of need, by Europ Assistance through the Operations Centre.

**Coinsurance:** the part of the amount of the damage, expressed as a percentage, which must be borne by the Insured with a minimum expressed in absolute value.

**Event:** the occurrence of the harmful event for which the insurance cover is provided.

**Operations Centre:** the centre of Europ Assistance Italia S.p.A. - Via del Mulino, no. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, every day of the year or within the limits provided for in the contract, providing telephone contact with the Insured, and the organisation and delivery of the Assistance Services provided for in the Terms of Insurance.

**Trip/travel:** the movement of the Insured Person within the scope of international mobility programmes promoted by the Università Cattolica del Sacro Cuore from the municipality of residence to the foreign country indicated in the university programme itself. This is understood to include stays and journeys during the period of stay that take place in the same foreign country. For insured persons who carry out their mobility programme in a European country, coverage will be valid throughout Europe, always with reference to the duration of the mobility programme. The business trip is considered as ended when the insured person returns to the place of departure.

***This excludes in any case any trip undertaken for the purpose of undergoing medical examinations and/or surgical treatment;***

In the case of travel by plane, train, coach or ship, this means the stage from the station of departure (airport, port or railway station) of the journey to the station of arrival in Italy. In the case of travel by car or other means other than ship, plane or coach, this means any location more than 50 km from the place of residence in Italy of the Insured Person.

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

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

Pursuant to the provisions of Article 1910 of the Italian Civil Code the Insured Person who enjoys Benefits/Services/Cover similar to those of this insurance policy, under contracts signed with another insurance company, is obliged to give notice of the claim to each insurance company and specifically to Europ Assistance Italia S.p.A.

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

The Policy is governed by Italian law. For all matters not expressly regulated herein and with regard to the jurisdiction and/or competence of the court seized, the provisions of Italian law shall apply.

##### **Art. 3. TIME LIMITATION**

***Any right arising from the insurance contract is prescribed within two years from the day on which the event on which the right is based occurred, pursuant to Article 2952 of the Italian Civil Code.***

##### **Art. 4. CURRENCY OF PAYMENT**

Allowances, advances and refunds are paid in Italy in euros. In the case of expenses incurred in countries outside the European Union or countries belonging to the European Union but which have not adopted the Euro as their currency, reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the day the invoice is issued.

**Art. 5. LIMITATION OF LIABILITY (Article valid for Section I only)**

*Europ Assistance shall not be liable for damages caused by the intervention of the Authorities of the country in which the assistance is provided or resulting from any other fortuitous and unforeseeable circumstance.*

**Art. 6. NON-INSURABLE PERSONS (Article valid for Sections I and II)**

*Whereas Europ Assistance, if it had been aware that the Insured Person was suffering from alcoholism, drug addiction, acquired immunodeficiency syndrome (AIDS), would not have allowed the insurance to be provided, it is agreed that, if one or more of the aforementioned illnesses or afflictions should arise during the course of the contract, the provisions of Article 1898 of the Italian Civil Code shall apply, regardless of the concrete assessment of the health status of the Insured Person. In the event of inaccurate or reticent declarations, the provisions of Articles 1892, 1893 and 1894 of the Italian Civil Code shall apply.*

**Art. 7. AGE LIMITS**

*The insurance is valid for persons aged between 18 and 35 years. However, for persons who reach this age (35) during the term of the policy, the cover remains valid until the expiry of the policy.*

**Art. 8. PROFESSIONAL SECRECY (Article valid for Sections I and II)**

The Insured Person shall release from professional secrecy vis-à-vis Europ Assistance any doctors who may have been appointed to examine the claim.

**Art. 9. TERRITORIAL EXTENSION**

This is understood to refer to all countries where the incident occurred and where the benefits/services and cover are provided, without prejudice to any different operations indicated in the individual Sections and the exclusions indicated therein.

**They are divided into two groups:**  
**A) EUROPE** Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark (**excluding Greenland**), Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of San Marino, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Vatican City.  
**B) WORLD** -Countries in Group A) and all remaining countries in the world **including THE UNITED STATES and CANADA.**

*The following geographical areas are excluded: Afghanistan, Antarctica, Bouvet Island, Chagos Islands, Christmas Island, Cocos Islands, Falkland Islands, French Southern Territories, Heard Island and McDonald Islands, Kiribati, Marshall Islands, Micronesia, Minor Outlying Islands, Nauru, Niue, Palau, Pitcairn Island, Samoa, Saint Helena, Solomon Islands, Somalia, South Georgia, Timor (East and West), Tokelau, Tonga, Tuvalu, Vanuatu, Wallis and Futuna and Western Sahara.*

**Art. 10. COMMENCEMENT AND DURATION OF INSURANCE**

The insurance cover for each individual Insured Party shall start on the date of commencement of the trip/stay and shall remain in force until the end of the trip/stay.

*The maximum duration of cover during the period of validity of the Insurance is 365 consecutive days.*

**Art. 11. PROCESSING OF PERSONAL DATA**

*The Insured Person undertakes to inform all persons whose personal data may be processed by Europ Assistance Italia in compliance with the provisions of the insurance contract, of the content of the Information Notice on the processing of data included in these policy terms and conditions and to obtain their consent to the processing of their health data for insurance purposes. To this end, you may submit the following*

**formulation of consent: “I have read the privacy notice on data processing and consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the parties indicated in the notice.”**

#### **Art. 12. INTERNATIONAL SANCTIONS**

“International Sanctions” means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: i) the United Nations; (ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

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

Insurance cover is not available in the following countries: **Syria, North Korea, Iran, Venezuela, Belarus and the Crimea**

#### **Please Note!**

**If you are a “United States Person” and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.**

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

#### **Art. 13. CATASTROPHIC LIMIT (Article valid for Sections I and II)**

***In the event of an event attributable to an act of terrorism, affecting more than one person insured under this policy or other policies stipulated with Europ Assistance, the total amount - catastrophic limit - to be borne by Europ Assistance, for the “Assistance Insurance” and “Medical Expense Insurance” cover included in this policy may not exceed the maximum limit of €10,000,000.00 per event.***

***In the event that the costs associated with the “Medical Expense Insurance” cover or the assistance services provided exceed the amounts indicated above, the indemnities due to each Insured Person involved in the event of a claim shall be adjusted by reduction and proportional allocation to the limit of liability for medical expenses or the cost of the individual service, so that the sum of all indemnities/reimbursements/charges does not exceed the indicated catastrophic limit.***

#### **Art. 14. INSURED PERSONS**

The following are insured:

- the natural person in his/her capacity as student/trainee/new graduate, who travels abroad in the first 12 months after obtaining his/her academic title, at the Policyholder Institute, Università Cattolica del Sacro Cuore.

## SECTION I - ASSISTANCE INSURANCE

### SPECIFIC SECTION DEFINITIONS

**Accident:** the event due to a fortuitous, violent and external cause that directly and exclusively results in objectively ascertainable physical injury whose consequence is death, or permanent or temporary disability.

**Healthcare Facility:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. ***Spa establishments, convalescent and residential homes, and beauty treatment or weight loss clinics are excluded.***

**Illness:** any alteration in the state of health that is not due to an accident.

**Chronic disease:** an illness which was pre-existing as of the date of signing of the Policy and has required diagnostic treatment, hospitalisation or treatment/therapy in the last 12 months.

**Sudden illness:** acute onset illness of which the Insured was unaware and which is not a sudden manifestation of a pathology known to the Insured Person and/or which arose prior to the start of the trip.

**Pre-existing illness:** an illness that indicates or is the direct consequence of chronic pathological or pre-existing conditions at the start of the Policy.

**Hospitalisation:** a stay in a care facility that includes at least one overnight stay.

**Terrorism:** any act of violence or threat of violence directed against an indeterminate group of persons and perpetrated for political, religious, ethnic, ideological or similar reasons shall be considered terrorism. The act of violence or threat of violence is such as to spread panic, terror, or insecurity in the population or part thereof and to exert influence on a government or state institutions to force those in power to make decisions to do or tolerate things they would not have accepted under normal conditions. Internal unrest is not considered as terrorism. This includes violence against persons or property committed in the course of rallies, riots or disorders as well as damage due to looting in direct connection with internal unrest.

### SPECIFIC SECTION TERMS AND CONDITIONS

#### **Art. 15. SUBJECT AND OPERATION OF THE INSURANCE**

The assistance services, listed in the paragraph "Benefits/Services", which Europ Assistance undertakes to provide through the Operations Centre should the Insured Person find himself/herself in difficulty following the occurrence of an incident, are provided ***up to three times for each type within the period of validity of the Policy.***

***Europ Assistance guarantees the intervention and consequent provision of benefits/services in the event of acts of terrorism directly affecting the Insured Person, provided that the Insured Person is not located in an area in which political or military events or interference by the Authorities prevent Europ Assistance from fully providing the benefits/services envisaged. In the event there is a risk of exposing its operators to situations that may result in serious physical harm or the violation of laws and/or regulations, Europ Assistance may not be held liable for any failure to provide benefits/services.***

#### Benefits/Services

##### **1. MEDICAL CONSULTATION**

If the Insured Person, in the event of illness and/or injury, needs to assess his/her state of health, he/she may contact the doctors of the Operations Centre and request a telephone consultation.

***It should be noted that this consultation, given the manner in which the benefit/service is provided, is not valid as a diagnosis and is provided on the basis of information acquired from the Insured Person.***

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

If, after a Medical Consultation (see Service 1), the Insured Person needs a medical examination, Europ Assistance will send one of the doctors affiliated with it to his/her home, at his/her expense. If one of the contracted doctors is unable to intervene personally, the Operations Centre shall organise the transfer of the Insured Person by ambulance to the nearest suitable medical centre.

*The services are provided from 8:00 p.m. to 8:00 a.m. on Mondays to Fridays, and 24 hours a day on Saturdays, Sundays and public holidays.*

## **3. REFERRAL TO A MEDICAL SPECIALIST ABROAD**

If, after a Medical Consultation (see Service 1), the Insured Person needs a specialist examination, the Operations Centre will indicate the name of the nearest specialist, subject to local availability.

## **4. MEDICAL RE-ENTRY**

If, following an accident or illness, the Insured Person requires, in the opinion of the doctors of the Operations Centre and in agreement with the doctor treating the Insured Person on site, transportation to an equipped medical facility in Italy or return to his/her residence, Europ Assistance shall organise, at its own expense, the return of the Insured Person by the means and within the timeframe deemed most appropriate by the doctors of the Operations Centre after consultation with the doctor treating the Insured Person on site.

This means may be:

- air ambulance;
- economy class flight, if necessary with a stretcher seat;
- first class train travel and, if necessary, with a sleeper car;
- ambulance (without mileage limits).

***Medical re-entry from non-European countries is carried out exclusively by economy class airline. For returns from countries in the Mediterranean Basin, medical aircraft may also be used as an exception to the above.***

Transport will be fully organised by the Operations Centre and will include medical or nursing assistance during the trip, should the Operations Centre's doctors deem it necessary.

Europ Assistance shall have the right to request any travel ticket not used for the return of the Insured Person.

In the event of the death of the Insured Person, the Operations Centre will arrange for the transport of the body to the place of burial in Italy, with the costs to be borne by Europ Assistance.

### **Exclusions**

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

- ***illnesses or injuries which, in the opinion of the doctors of the Operations Centre, can be treated on site or which do not prevent the Insured Person from continuing the trip;***
- ***infectious diseases, where transport involves the violation of national or international health regulations; the costs of the funeral ceremony, the costs of searching for people and/or the possible recovery of the body and all costs that do not relate to the transport of the body;***
- ***all cases in which the Insured Person or the Insured Person's family members voluntarily sign the discharge against the advice of the medical staff of the facility where the Insured Person is being treated.***

## **5. TRANSFER TO AN EQUIPPED HOSPITAL CENTRE**

If the Insured Person, following an accident or illness, suffers from a medical condition which is deemed untreatable within the hospital organisation where the Insured Person is admitted, due to objective characteristics ascertained by the doctors of the Operations Centre, after an analysis of the clinical picture and in agreement with the attending physician, the Operations Centre shall organise the transfer of the Insured Person **to the nearest equipped Treatment Facility accessible by the means and within the timeframe deemed most appropriate by the Operations Centre's doctors.**

These means may be:



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- air ambulance;
- economy class flight, if necessary with a stretcher seat;
- first class train travel and, if necessary, with a sleeper car;
- ambulance (without mileage limits).

Transport will be fully organised by the Operations Centre and will include medical or nursing assistance during the trip, should the Operations Centre's doctors deem it necessary.

In the event of **transfer to an equipped hospital** or to a place equipped for First Aid, Europ Assistance shall pay the medical and pharmaceutical expenses, with direct payment on site by the Operations Centre and/or as reimbursement **up to a maximum of €2,500.00 per Insured Person and for the period of validity of the Policy itself.**

**Exclusions**

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

- *illnesses or injuries which, in the opinion of the doctors of the Operations Centre, can be treated on site;*
- *infectious diseases, where transport involves the violation of national or international health regulations;*
- *all cases in which the Insured Person or his/her family members voluntarily sign the discharge against the advice of the medical staff of the facility where the Insured Person is being treated.*
- *all expenses incurred by the Insured Person, if they have not been reported Europ Assistance, directly or through third parties, for hospitalisation or treatment at an Emergency Department,*
- *expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa and weight-loss treatments, for dental treatment (except those specified above as a result of an accident).*

***There is no coverage for injuries which, in the judgement of the doctors, can be treated in the hospital unit of the region where the Insured Person resides, rehabilitation therapies, or infectious diseases, where transport involves the violation of national or international health regulations.***

**6. RE-ENTRY WITH AN INSURED TRAVELLING COMPANION**

If, following the Medical Re-Entry service (see Service 4), the Operations Centre's doctors do not consider medical assistance for the Insured Person to be necessary during the return journey to his/her residence or place of hospitalisation in Italy, and an insured travelling companion wishes to accompany him/her, the Operations Centre shall arrange for the Insured Person's travelling companion to return with the same means of transport used for the Insured Person. ***Europ Assistance shall be entitled to request any unused return ticket of the companion.***

**Limit of Liability**

Europ Assistance shall bear the costs:

- ***up to a maximum of €200.00*** if the return journey is from Italy;
- ***up to a maximum of €400.00*** if the return journey is from abroad;

**Exclusions**

***The travel companion's accommodation costs are not covered.***

**7. RE-ENTRY OF OTHER INSURED PERSONS**

If, following the Medical Re-Entry service (see Service 4), the insured persons travelling with the Insured Person are objectively unable to return to their residence by the means originally planned and/or used, the Operations Centre shall provide them with a first class train ticket or an economy class aeroplane ticket. Europ Assistance may request any travel tickets not used for the return trip.

**Limit of Liability**

Europ Assistance shall bear the cost of the tickets:

- ***up to a maximum amount of €200.00 per insured person*** if the return journey is from Italy;
- ***up to a maximum amount of €400.00 per insured person*** if the return journey is from abroad;

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

If the Insured Person is admitted to a medical facility for more than 7 days, Europ Assistance shall provide, at its own expense, a first-class train ticket or economy class aeroplane ticket, round-trip, to allow a person designated by the Insured Person, resident in Italy, to reach him/her.

The Operations Centre shall provide for the possible booking of a hotel on site for the person designated by the Insured Person who is hospitalised.

##### **Limit of Liability**

Europ Assistance shall bear the hotel costs (room and breakfast) **up to a maximum total amount of €250.00.**

##### **Exclusions**

**Hotel costs other than room and breakfast are not covered.**

#### **9. ACCOMPANYING MINORS**

If, as a result of an accident, illness or force majeure, the Insured Person travelling with the Insured Person is unable to take care of the Insured Person under 15 years of age travelling with him/her, Europ Assistance shall provide, at its own expense, a first-class train ticket or an economy class aeroplane ticket, round-trip, to allow a family member residing in Italy to reach the minors, take care of them and bring them back to their residence in Italy.

##### **Exclusions**

**The accommodation costs of the accompanying family member are not covered.**

#### **10. RE-ENTRY OF A CONVALESCENT INSURED PERSON**

If the Insured Person, as a result of injury or illness, is unable to return to his/her residence with the means of transport initially planned for which he/she had already purchased the appropriate travel ticket, Europ Assistance shall provide the Insured Person, at his/her own expense, with a first class train ticket or an economy class aeroplane ticket.

**The benefit shall not be paid if the Insured Person is unable to provide the unused travel ticket.**

#### **11. EXTENSION OF STAY**

If the Insured Person's health conditions, certified by a written medical prescription, do not allow him/her to undertake the return trip to his/her residence on the scheduled date, the Operations Centre shall provide for hotel reservations.

##### **Limit of Liability**

Europ Assistance will pay for hotel expenses (room and breakfast) for a maximum of five days following the established date of return **up to a maximum total amount of €100.00 per day per Insured Person who is ill/injured.**

##### **Exclusions**

**Hotel costs other than room and breakfast are not covered.**

#### **12. USE OF INTERPRETERS WHEN ABROAD**

If the Insured Person, while abroad, is admitted to a Medical Institution and has difficulty communicating with the doctors because he/she does not know the local language, the Operations Centre will send an interpreter to the location.

##### **Limit of Liability**

The costs of the interpreter shall be borne by Europ Assistance **for up to a maximum of 8 working hours.**

#### **13. ADVANCE ON EXPENSES FOR BASIC NECESSITIES**

If the Insured Person were to incur unforeseen expenses and were unable to meet them directly and immediately due to: accident, illness, theft, robbery, mugging or non-delivery of baggage, the Operations Centre shall pay on the spot, as an advance on behalf of the Insured Person, the invoices **up to a maximum total amount of €250.00.** For higher amounts **the service shall become operative when Europ Assistance in Italy has received adequate guarantees.**

The amount of invoices paid by Europ Assistance as an advance **shall never exceed the sum of €5,000.00.**

##### **Exclusions**

**Europ Assistance Italia S.p.A.**

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

- **transfers of currency abroad that involve violation of the relevant provisions in force in Italy or in the country where the Insured Person is located;**
- **cases in which the Insured Person is unable to provide Europ Assistance with adequate guarantees of repayment in Italy.**

**Obligations of the Insured Person**

*The Insured Person must repay the sum advanced within one month from the date of the advance, on pain of paying, in addition to the sum advanced, interest at the current legal rate.*

**14. EARLY RETURN**

If the Insured Person, while abroad, has to return to his/her residence, before the date he/she had planned, due to the death (as per the date on the death certificate issued by the civil registry) or life-threatening hospitalisation of one of the following family members: the spouse, cohabiting partner, son/daughter, brother, sister, parent, in-law, son-in-law, daughter-in-law, Europ Assistance will bear the cost of providing them with a first-class train ticket or an economy-class plane ticket. If the Insured Person is unable to use his/her vehicle to return home early, the Operations Centre shall provide him/her with an additional ticket to retrieve the vehicle at a later date.

**Obligations of the Insured Person**

*The Insured Person must provide the death certificate and any other useful documentation requested within 15 days of the incident.*

**15. ADVANCE ON BAIL**

If the Insured Person is arrested or threatened with arrest and is therefore required to pay criminal bail to the foreign authorities in order to be released and is unable to do so directly and immediately, the Operations Centre shall pay the criminal bail on the spot, as an advance on behalf of the Insured Person.

**Limit of Liability**

Europ Assistance will advance the payment of bail **up to a maximum amount of €5,000.00**. The service shall become effective as soon as Europ Assistance has received adequate bank guarantees in Italy.

**Exclusions**

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

- **the transfer of currency abroad in violation of the relevant provisions in force in Italy or in the country where the Insured Person is located;**
- **cases in which the Insured Person is unable to provide Europ Assistance with adequate guarantees of repayment in Italy.**

**Obligations of the Insured Person**

*The Insured Person must repay the sum advanced within one month from the date of the advance, on pain of paying, in addition to the sum advanced, interest at the current legal rate.*

**16. REFERRAL TO A LAWYER ABROAD**

If the Insured Person, in the event of arrest or threat of arrest, requires legal assistance, the Operations Centre shall provide the Insured Person with a lawyer, in accordance with local regulations.

**Limit of Liability**

Europ Assistance will pay in advance, on behalf of the Insured Person, upon request, the fee **up to an amount equivalent to €5,000.00 in the local currency**.

If the total amount of the invoices exceeds €5,000.00, the service shall become effective as soon as Europ Assistance has received adequate bank guarantees in Italy.

**Exclusions**

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

**Europ Assistance Italia S.p.A.**

- *the transfer of currency abroad in violation of the relevant provisions in force in Italy or in the country where the Insured Person is located;*
- *cases in which the Insured Person is unable to provide Europ Assistance with adequate guarantees of repayment in Italy.*

The service will only be provided in countries where Europ Assistance branches or correspondents exist.

**Obligations of the Insured Person**

*The Insured Person must repay the sum advanced within one month from the date of the advance, on pain of paying, in addition to the sum advanced, interest at the current legal rate.*

**Art. 16. EXCLUSIONS**

Claims caused by and dependent on the following are excluded:

- a.** *car, motorbike or motorboat races and related trials and training;*
- b.** *floods, inundations, land movements, volcanic eruptions, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;*
- c.** *war, strikes, revolutions, riots or popular movements, insurrections, looting, acts of vandalism.*
- d.** *wilful misconduct or gross negligence by the Insured Person;*
- e.** *mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;*
- f.** *pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;*
- g.** *chronic disease;*
- h.** *illnesses/accidents at the time of departure for the trip;*
- i.** *organ harvest and/or transplantation, excluding in any case any trip undertaken for the purpose of undergoing medical examinations and/or surgical treatment;*
- j.** *illnesses and accidents resulting from or arising out of drunkenness or the abuse of psychotropic drugs as well as the non-therapeutic use of narcotics and hallucinogens;*
- k.** *attempted suicide or suicide;*
- l.** *professional, non-amateur sports (including competitions, trials and training);*
- m.** *operating and using hang-gliders and other types of ultra-light aircraft, parachuting, hot-air balloon rides, paragliders and similar, aerial sports in general, bobsledding, acrobatic skiing, ski or water ski jumping, mountaineering with rock and glacier climbing, free climbing, kitesurfing, 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. In the case of bobsledding, kitesurfing and scuba diving, the above exclusion shall not apply if such sporting activity is carried out solely on an occasional recreational basis;*
- n.** *participation in competitions/competitions involving extreme activities and acts of recklessness, including running races;*
- o.** *all activities involving the use of mines, weapons and/or dangerous substances, access to mines, excavations and/or quarries and land and sea extraction activities;*
- p.** *anything not expressly indicated in the individual benefits is also excluded.*

*Benefits/services are not provided in countries that are in a state of declared or de facto war. These are the countries listed on <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, with a danger rating of 4.0 or higher.*

*Countries are also considered to be in a state of declared or de facto war if the state of war has been made public.*

*Benefits/services are also not provided in countries where, at the time of the claim and/or request for assistance, civil unrest is taking place.*

***In addition, benefits/services in kind (i.e. assistance) cannot be provided where local or international authorities do not allow private entities to carry out direct assistance activities regardless of whether or not there is a risk of war.***

**Art. 17. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM**

*In the event of a claim, the Insured Person must immediately contact the Operations Centre, except in the case of objective and proven impossibility; In this case, the Insured Person must contact the Operations Centre as soon as he/she is able and always before taking any personal action.*

***Failure to comply with these obligations may result in forfeiture of the right to assistance, pursuant to Article 1915 of the Italian Civil Code.***

**SECTION II - MEDICAL EXPENSES INSURANCE**

**SPECIFIC SECTION DEFINITIONS**

**Accident:** the event due to a fortuitous, violent and external cause that directly and exclusively results in objectively ascertainable physical injury causing death, permanent invalidity or temporary disability.

**Healthcare Facility:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. Spas, convalescent and residential homes, and dietary and beauty clinics are excluded.

**Illness:** any alteration in the state of health that is not due to an accident.

**Chronic disease:** an illness which was pre-existing as of the date of signing of the Policy and has required diagnostic treatment, hospitalisation or treatment/therapy in the last 12 months.

**Sudden illness:** an acute-onset illness of which the Insured Person was unaware and which is not a manifestation, even if sudden, of a previous illness known to the Insured Person.

**Pre-existing disease:** illness that is the expression or direct consequence of chronic pathological conditions or those that existed prior to the commencement of cover.

**Hospitalisation:** a stay in a care facility that includes at least one overnight stay.

**SPECIFIC SECTION TERMS AND CONDITIONS**

**Art. 18. SUBJECT MATTER AND OPERATION OF THE INSURANCE POLICY**

***This cover does not apply to Italy, the Republic of San Marino and the Vatican City State.***

The cover may also be requested more than once within the policy term, it being understood that the total amount of the indemnities paid out may not exceed the limits of liability envisaged.

***The cover is provided within the limits of liability indicated for the country where the event occurred, provided that it is included in the "Territorial Group" for which the policy was issued, as specified in the definition of Territorial Extension.***

***The cover is also provided in the event of acts of terrorism.***

***The direct payment of these expenses will be made if the technical-practical conditions are met, otherwise Europ Assistance will reimburse these expenses under the same conditions, without applying any deductible.***

For accidents occurring in ***Europe (excluding Italy, the Republic of San Marino and the Vatican City State)***, the cover is afforded ***up to a maximum of €250,000.00 per Insured Person and per claim.***

For incidents occurring ***in other countries of the world, including the USA and Canada***, the cover is provided ***up to a maximum of €250,000.00 per Insured Person and per claim.***

**Deductible:**

Following the positive evaluation of the documentation received, ***in the sole case of reimbursement of the aforementioned expenses previously authorised by the Operations Centre***, Europ Assistance will proceed with payment net of the ***fixed and absolute deductible of €50.00.***

***This deductible will not apply to expenses attributable solely to hospitalisation.***

#### **1. MEDICAL EXPENSES**

If the Insured Person, as a result of sudden illness or injury occurring during the trip, has to incur medical/pharmaceutical/hospital expenses **for urgent and unpostponable treatment or surgery, received locally during the trip**, the Insured Person must always contact the Operations Centre, which will take charge of the necessary medical/hospital/pharmaceutical expenses.

Where direct payment is not possible, expenses will be reimbursed if they have been authorised in advance by the Operations Centre.

***For amounts in excess of €1,000.00, Europ Assistance shall reimburse medical expenses incurred abroad, only if the Insured Person makes payment by bank transfer, credit card or using the advance available through the “Basic Expense Advance” service, the latter subject to the assessment of the Operations Centre.***

In the event of hospitalisation, the insurance shall be operative until the date of discharge of the Insured Person from the Medical Institution or until the date on which, in the opinion of Europ Assistance, the Insured Person is considered repatriable to Italy, **and in any case within the total of 120 days of hospitalisation.**

***In the absence of hospitalisation, medical/hospital/pharmaceutical expenses will be paid or reimbursed, provided they have been authorised in advance by the Operations Centre, until the Insured returns to Italy.***

In the event of an accident only, the cover also includes further expenses for treatment received upon return to the place of residence, provided that they are carried out **within 45 days of the accident itself, up to an amount of €500.00, within the limit of liability stated in the Policy.**

The following are included in the limits of liability indicated:

- expenses for urgent dental treatment, only as a result of an accident, **up to a maximum of €100.00 per Insured Person.**
- expenses for repairing prostheses, only as a result of an accident, **up to a maximum of €100.00 per Insured Person.**
- transport costs only if incurred abroad, from the place of the injury or the occurrence of the sudden illness to the medical institution, by any means of medical assistance deemed useful for the purpose, **up to €1,500.00 per Insured Person. Reimbursement shall be made on condition that the accident and/or sudden illness results in the Operations Centre incurring medical/hospital/pharmaceutical expenses for treatment necessitated by the event itself.**

#### **Art. 19. EXCLUSIONS**

Claims caused by and dependent on the following are excluded:

- a. car, motorbike or motorboat races and related trials and training;**
- b. floods, inundations, land movements, volcanic eruptions, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;**
- c. war, strikes, revolutions, riots or popular movements, insurrections, looting, acts of vandalism.**
- d. wilful misconduct or gross negligence by the Insured Person;**
- e. mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;**
- f. pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;**
- g. chronic disease;**
- h. illnesses/accidents at the time of departure for the trip;**

- i. organ harvest and/or transplantation, excluding in any case any trip undertaken for the purpose of undergoing medical examinations and/or surgical treatment;*
- j. illnesses and accidents resulting from or arising out of drunkenness or the abuse of psychotropic drugs as well as the non-therapeutic use of narcotics and hallucinogens;*
- k. attempted suicide or suicide;*
- l. professional, non-amateur sports (including competitions, trials and training);*
- m. operating and using hang-gliders and other types of ultra-light aircraft, parachuting, hot-air balloon rides, paragliders and similar, aerial sports in general, bobsledding, acrobatic skiing, ski or water ski jumping, mountaineering with rock and glacier climbing, free climbing, kitesurfing, 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. In the case of bobsledding, kitesurfing and scuba diving, the above exclusion shall not apply if such sporting activity is carried out solely on an occasional recreational basis;*
- n. participation in competitions/competitions involving extreme activities and acts of recklessness, including running races;*
- o. all activities involving the use of mines, weapons and/or dangerous substances, access to mines, excavations and/or quarries and land and sea extraction activities;*

The following are also not covered:

- p. all expenses incurred by the Insured Person in the event that the Insured Person has not contacted the Operations Centre of Europ Assistance, either directly or through third parties, and has not received authorisation to proceed from the same;*
- q. expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing services in addition to those provided as basic support by the facility where the Insured Person is admitted following an accident eligible for indemnification under the policy, physical therapy, spa and weight-loss treatments, for dental treatment (except those specified above as a result of an accident).*
- r. the cost of purchasing and repairing eyeglasses, contact lenses, orthopaedic and/or prosthetic devices;*
- s. the costs of check-ups in Italy for situations resulting from illnesses that began while travelling;*
- t. the costs of transport and/or transfer to the healthcare facility and/or place of accommodation of the Insured Person.*
- u. reimbursements for medical/hospital/pharmaceutical expenses in excess of €1,000.00 where payment is made in cash;*

#### **Art. 20. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM**

*In the event of a claim, after immediate telephone contact with the Operations Centre and only after making specific arrangements with the Operations Centre, the Insured Person shall make a report **within and no later than sixty days from the occurrence of the claim**, by accessing the portal <https://sinistrionline.europassistance.it> or directly at [www.europassistance.it](http://www.europassistance.it) in the claims section and following the instructions. If the online complaint is used, the complainant shall receive the file references within 24 hours and shall be able, each time he/she adds to the documentation, to consult the status of the claim, which shall be updated within 10 days of sending the documentation. A toll-free line is also available for online claimants (800.90.48.91) from 8:00 a.m. to 8:00 p.m. Mondays to Saturdays. Alternatively, without prejudice to the obligation to contact the Operations Centre when the incident occurs, the claim may be reported by writing to **Europ Assistance Italia S.p.A. Via del Mulino 4 - 20057 Assago (MI)**, by writing on the envelope **Claims Settlement Office (Ufficio Liquidazione Sinistri) - Medical Expenses** and sending by post:*

- name, surname, address, telephone number;*
- Policy number;*
- a first aid certificate issued at the scene of the accident stating the pathology or the medical diagnosis certifying the type and manner of the accident suffered;*

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- in the case of hospitalisation, a true copy of the original of the medical record;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- medical prescription for any purchase of medicines with the original receipts for the medicines purchased;
- In order to settle the claim, Europ Assistance may subsequently request additional documentation which the Insured Person must provide;
- for amounts exceeding €1,000.00, proof of payment by bank transfer or credit card.

**Failure to comply with the obligations relating to the notification of the claim may result in the loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.**

**Art. 21. CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE**

**Following the evaluation of the documentation received, Europ Assistance will proceed with the settlement of the claim and the relative payment, net of the deductible.**

**SECTION III - INSURANCE FOR BAGGAGE, PERSONAL EFFECTS**

**SPECIFIC SECTION DEFINITIONS**

**Baggage damage:** any damage suffered by the baggage while sailing the ship or flying the aircraft.

**Baggage:** the suitcase, the trunk and the objects for personal use contained therein that the Insured Person takes with them when travelling.

**SPECIFIC SECTION TERMS AND CONDITIONS**

**Art. 21. SUBJECT AND OPERATION OF THE INSURANCE**

Europ Assistance shall indemnify the Insured Person for material and direct damages to the Insured Person resulting from theft, fire, robbery, mugging, failure by the carrier to return and/or damage to their baggage and/or personal effects, including the clothing worn.

The cover is given **up to the sum of €1,500.00** per claim and for the period of validity of the Policy and with the sublimits shown in the table.

Subject to the limits of liability indicated, **the maximum indemnity per item**, including bags, suitcases and backpacks, **shall not exceed the amount of €175.00.**

Photographic, film and optical equipment (camera, video camera, binoculars, flasher, lenses, batteries, bags, etc.) are considered as a single object.

REIMBURSEMENT FOR	LIMIT OF LIABILITY	COINSURANCE
Single package	<b>Up to the limit of liability indicated</b>	<b>The amount provided is also reduced by 50% for damage resulting from</b> <ul style="list-style-type: none"> <li>- <b>theft with burglary of luggage contained in the luggage compartment of the vehicle which is properly locked;</b></li> <li>- <b>theft of the entire vehicle;</b></li> </ul>
photographic, film and optical equipment and photosensitive material, radios, televisions, recorders, any other electronic equipment, musical instruments, personal defence and/or hunting items, diving equipment, eyeglasses or sunglasses	<b>Up to 50% of the limit of liability indicated</b>	



cosmetics, medicinal products, medical items; jewellery, precious stones, pearls, watches, gold/silver/platinum items, furs and other precious objects, provided they are worn or placed in the hotel safe	<b>Up to 30% of the limit of liability indicated</b>	– <b>theft of items contained in the tent provided it is located on a properly equipped and authorised campsite.</b>
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REIMBURSEMENT FOR	LIMIT OF LIABILITY
reissue of documents (C.I. passport and driving licence) due to theft, robbery, mugging or loss	<b>€50.00</b>
unforeseen expenses for the purchase of toiletries and/or necessary clothing in the event of a baggage delay of more than 12 hours for duly confirmed flights at the destination airport of the outbound journey.	<b>€100.00</b>

#### Art. 22. EXCLUSIONS

The following are excluded from the "Baggage and personal effects" cover:

- a. **money, cheques, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, samples, catalogues, goods, documents other than an ID card, passport and driving licence;**
- b. **helmet, professional activities;**
- c. **mobile phones, MP3 players, personal computers, tablets, pushchairs, prams and specially packed sports equipment;**
- d. **for any accidents occurring during journeys made on motorbikes of any capacity;**
- e. **damage resulting from wilful misconduct or gross negligence on the part of the Insured Person and damage caused to sports equipment during use;**
- f. **goods other than clothing, such as watches, eyeglasses and sunglasses, mobile phones, MP3 players, personal computers and tablets, which has been delivered, even together with clothing, to a transport firm, including the air carrier;**
- g. **theft of luggage contained in the luggage compartment of the vehicle which is not properly locked;**
- h. **the case of theft without burglary of the boot of the vehicle;**
- i. **theft of luggage contained inside the vehicle which is visible from outside the vehicle;**
- j. **theft of luggage on board the vehicle that has not been deposited in a secure public car park between 8 p.m. and 7 a.m.;**
- k. **the fixed and service accessories of the vehicle (including a removable car radio or CD player).**
- l. **in the event of delayed delivery of baggage, all expenses incurred by the Insured Person after receipt of the baggage.**

All claims caused by and dependent on the following:

- m. **war, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles;**
- n. **strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.**
- o. **wilful misconduct by the Insured Person**

#### Art. 23. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM

Under the "Baggage and personal effects" cover, in the event of a claim, the Insured Person must make a report **within and no later than sixty days from the occurrence of the claim**, by accessing the portal <https://sinistronline.europassistance.it> or directly at [www.europassistance.it](http://www.europassistance.it) in the claims section and following the

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instructions. If the online complaint is used, the complainant shall receive the file references within 24 hours and shall be able, each time he/she adds to the documentation, to consult the status of the claim, which shall be updated within 10 days of sending the documentation. A toll-free line is also available for online claimants (800.90.48.91) from 8:00 a.m. to 8:00 p.m. Mondays to Saturdays.

Alternatively, the claim may be reported by writing to **Europ Assistance Italia S.p.A. Via del Mulino 4 - 20057 Assago (MI), by marking the envelope "Claims Settlement Office - Baggage Claims (Ufficio Liquidazione Sinistri – Pratiche Bagaglio)"** and submitting it later, but no later than sixty days after the claim:

- name, surname, address, telephone number;
- Policy number;
- copy of the travel tickets or details of the stay;
- an authenticated copy of the report with the approval of the Police Authority of the place where the event occurred;
- the circumstances of the event;
- the list of lost or stolen items, their value and date of purchase;
- the names of the Insured Person who suffered the damage;
- a copy of the letter of complaint submitted to the hotelier or carrier or other person responsible for the damage;
- proof of the costs of re-documentation, if incurred;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts, proving the value of damaged or stolen goods and their purchase date;
- a repair invoice or declaration of non-repair for the damaged or stolen goods drawn up on headed paper by a dealer or a specialist in the field;
- authorisation to process data, including sensitive data.

Only in the event of non-delivery and/or damage to all the baggage handed over to the carrier, the claim for reimbursement must have the following attached:

- a copy of the Baggage Irregularity Report (PIR) made immediately at the airport office specifically overseeing claims for lost baggage;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

**Failure to comply with the obligations relating to the notification of the Claim may result in the loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.**

In the event of delayed delivery of baggage, the Insured Person must send:

- a declaration from the airport operator or carrier company stating that the baggage was delayed for more than 12 hours and the time of delivery;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or Tax ID number) of the issuers and the holders of the receipts, proving the value of the purchased goods;
- a copy of the letter of complaint sent to the carrier with the request for compensation and the air carrier's letter of reply.

**Failure to comply with the obligations relating to the notification of the Claim may result in the loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.**

**Art. 24. CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE**

**In the event of third party liability (carrier, hotelier), compensation by Europ Assistance will take place, up to the limit of liability provided, in addition to the amount already reimbursed by the carrier or hotelier responsible for the event, if such reimbursement is less than the damage suffered.**

**The damage shall be settled on the basis of the commercial value that the insured goods had at the time of the claim, as shown in the documentation provided to Europ Assistance.**

***In the case of items purchased no more than three months prior to the event, the reimbursement will be made based on the purchase value, if proven by the relevant documentation.  
In the event of breakage, the cost of the repair will be reimbursed on presentation of an invoice.  
In no case will so-called affective values be taken into account.***

**SECTION IV - LIABILITY INSURANCE WHEN TRAVELLING**

**SPECIFIC SECTION TERMS AND CONDITIONS**

**Art. 25. SUBJECT AND OPERATION OF THE INSURANCE**

Europ Assistance will indemnify the Insured Person for the amount they are required to pay, as the party with third-party liability pursuant to law, as compensation (principal, interest and expenses) for damages unintentionally caused to third parties, for death, personal injury and damage to property, as a result of an accidental event occurring while travelling, in relation to the events of their private life, ***excluding, therefore, risks inherent in professional activity.*** The insurance also applies to third-party liability that could arise for the Insured Person from the wilful misconduct of persons for whom they are responsible, including domestic servants, babysitters and au pairs, for acts pertaining to the performance of their duties.

The insurance also applies to:

- the ownership and use of non-motorised vessels not exceeding 7.50 m in length;
- the ownership and use of horses, other riding animals and pets. With regard to dogs, the insurance is provided with the application of a ***deductible of €78*** for each claim and also extends to the person who, with the consent of the Insured Person, uses the animal. In the case of dogs, cover will be provided on condition that:
  - a) dogs are muzzled or leashed when they are in the streets or other places open to the public;
  - (b) muzzles and leashes are attached to dogs being led in public places and taken on public transport.
 These obligations do not apply to dogs for the blind or deaf trained as guide dogs;
- the practice of sports, including competitions, provided that they are not practised at professional level;
- in connection with modelling, damage to models is excluded in all cases;
- the possession of weapons and their ammunition and their use for defence, target shooting and air rifle shooting;
- poisoning or intoxication resulting from the consumption of food and drink.

Cover is provided ***up to a maximum total amount of:***

<b>€250,000.00</b>	<b><i>per claim</i></b>
<b>€250,000.00</b>	<b><i>per person</i></b>
<b>€250,000.00</b>	<b><i>with the limit for damage to property and animals and with the sub-limit of €50,000.00 for each insurance period and with the application of an uncovered amount of 10% of the indemnifiable amount for each claim for</i></b> <ul style="list-style-type: none"> <li>- <b><i>air, water and soil pollution;</i></b></li> <li>- <b><i>total or partial interruption or suspension of industrial, commercial, artisan, agricultural or service activities, provided that this is the result of a claim eligible for compensation under the policy</i></b></li> </ul>

**Art. 26. PERSONS NOT CONSIDERED TO BE THIRD PARTIES**

***The following persons are not considered to be third parties:***

- *the spouse, cohabiting partner, parents and children of all insured persons, as well as any relative or relative-in-law living with them, as well as those registered at the same time as the trip;*
- *persons who, irrespective of the nature of their relationship with the Insured Person, suffer the damage in the course of their work or service.*

#### **Art. 27. PLURALITY OF INSURED PERSONS**

If the insurance is provided for several Insured Persons, the limit of liability established in the Policy for the damage to which the claim relates shall remain the same for all purposes, even if several Insured Persons are jointly liable.

#### **Art. 28. EXCLUSIONS**

Damage is excluded that arises from the following:

- a. theft;**
- b. ownership of premises and their fixed installations;**
- c. the transit of motor vehicles on public roads or comparable areas;**
- d. the navigation of motorised vessels or vessels exceeding 7.50 metres in length;**
- e. the use of aircraft;**
- f. the use of motor vehicles, machinery or equipment that are driven or operated by a person who is not licenced or qualified according to the law and who has not reached the age of 16;**
- g. professional activities;**

*The following are also excluded:*

- h. things that the Insured Person has in consignment, custody or holds for any reason, with the exception of installations (such as gas, electricity, water, telephone, etc.), placed at the service of the premises and owned by the companies and supply companies;**
- i. items that are transported, towed, lifted, loaded or unloaded;**
- j. deriving from the exercise of hunting activities carried out in compliance with the provisions of Law no. 157 of 11 February 1992 and subsequent amendments.**

**Finally, damages for which insurance is required by law are excluded.**

#### **Art. 29. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM**

*In the event of a claim, the Insured Person shall, within and no later than three days from the time he/she became aware of it, make a report by accessing the portal <https://sinistrionline.europassistance.it> or directly at [www.europassistance.it](http://www.europassistance.it) in the claims section and following the instructions. If the online complaint is used, the complainant shall receive the file references within 24 hours and shall be able, each time he/she adds to the documentation, to consult the status of the claim, which shall be updated within 10 days of sending the documentation. A toll-free line is also available for online claimants (800.90.48.91) from 8:00 a.m. to 8:00 p.m. Mondays to Saturdays. Alternatively, the claim may be reported by giving written notice to **Europ Assistance Italia S.p.A. - Via del Mulino 4 - 20057 Assago (MI)**, by writing on the envelope "Claims Settlement Office (Ufficio Liquidazione Sinistri)" and sending the following via post:*

- *name, surname, address, telephone number;*
- *policy number;*
- *the circumstances of the event;*

*In order to settle the claim, Europ Assistance may subsequently request additional documentation which the Insured Person must provide.*

**Failure to comply with the obligations relating to the notification of the Claim may result in the loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.**

### Art. 30. MANAGEMENT OF DISPUTES AND DEFENCE COSTS

Europ Assistance will undertake, for as long as it has an interest, the management of disputes, both out-of-court and in court, both civil and criminal, on behalf of the Insured Person by appointing, where necessary, lawyers or experts and exercising all rights or taking all actions that you have/may take. The Insured Person is obliged to cooperate in order to enable the management of the aforementioned disputes and to personally appear in court if the procedure so requires. Europ Assistance will be entitled to claim against the Insured Person for any loss suffered as a result of their failure to meet these obligations. Europ Assistance will bear the costs incurred in opposing action brought against the Insured Person, up to the limit of an amount equal to one-fourth of the limit of liability established in the Policy for the damage to which the claim refers.

If the amount owed to the injured party exceeds this limit of liability, the costs are divided between the Insured Person and Europ Assistance in proportion to respective interests.

Europ Assistance does not recognise the costs incurred by the Insured Person for lawyers or technicians who are not appointed by Europ Assistance and is not liable for fines or penalties, nor for the costs of criminal justice.

#### **HOW TO REQUEST ASSISTANCE**

In the event of Assistance services, the Operations Centre of Europ Assistance is available 24 hours a day, to intervene or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

**IMPORTANT: do not take any initiative without first consulting the Operations Centre, calling the number: +39 02.58.28.61.25**

The following information should be communicated:

- Given name and surname
- Type of intervention required
- Address of current location
- Telephone number

If you are unable to contact the Operations Centre by telephone, you may send: a fax to [02.58477201](tel:02.58477201) or a telegram to [EUROP ASSISTANCE ITALIA S.p.A. - Via del Mulino 4- 20057 Assago \(MI\)](mailto:EUROP_ASSISTANCE_ITALIA_S.p.A. - Via del Mulino 4- 20057 Assago (MI))

#### **Complaints**

*Any complaints about the contract or management of claims must be made in writing to:*

*Europ Assistance Italia S.p.A. - Complaints Office (Ufficio Reclami) - Via del Mulino no. 4 - -20057 Assago (MI); fax 02.58.47.71.28 – pec [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) - e-mail [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).*

*If the complainant is not satisfied with the outcome of the complaint or if no response is received within the maximum term of forty-five days, the complainant may apply to IVASS (Istituto per la Vigilanza sulle Assicurazioni) - Consumer Protection Service (Servizio Tutela del Consumatore) - via del Quirinale, 21 - 00187 Rome, attaching the documentation relating to the complaint handled by the Company. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate the following:*

- *the name, surname and address of the party making the complaint, and a telephone number as applicable;*
- *the person or subjects the complaint refers to;*
- *briefly describe in full the grounds of the complaint;*
- *a copy of the complaint submitted to the insurance company and any reply from the latter;*
- *all documents useful to describe the relevant circumstances in more detail.*

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

*For the resolution of cross-border disputes, it is possible to submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).*

Before taking legal action, it is possible to use alternative dispute resolution systems provided by law or conventionally.  
**Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).**

In the event of a dispute regarding the determination and estimation of harm, an appraisal of the contract is necessary where contemplated by the terms and conditions of the policy, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

**Insurance disputes on medical matters (where contemplated in the Terms of Insurance).**

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the terms of the policy, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4- 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

The foregoing is without prejudice to the right to take legal action.

**In order to provide the benefits/services/cover provided in the Policy, Europ Assistance must process the data of the Insured Person and to this end, pursuant to Regulation (EU) 2016/679 on the protection of personal data, in the case of processing of data relating to health, it requires your consent. By contacting Europ Assistance, the Insured Person therefore freely gives consent to the processing of his/her personal data relating to his/her health as indicated in the privacy notice you received.**