# INSURANCE CONDITIONS TRAVEL 4 BUSINESS POLICY 100578298 – USA, CANADA and MEXICO OUTGOING

# INSURANCE CONDITIONS INCLUDING GLOSSARY AND PRIVACY NOTICE

CAREFULLY READ THE POLICY INFORMATION PACK BEFORE SIGNING THIS DOCUMENT WAS PREPARED ACCORDING TO THE "SIMPLE AND TRANSPARENT CONTRACTS" GUIDELINES.

business travel insurance contract Vers. 2022\_05

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#### **GLOSSARY**

**House:** The dwelling in which the insured person is officially residence or in which the

person habitually resides for most of the year, provided that it is located on

Italian territory.

Exclusively for the "Legal Protection" section: Place in which the insured person

stayed during the work trip.

**Assault:** An unexpected and violent physical attack on the insured person.

**A.I.R.E.** Register of Italians Resident Abroad.

**Aggression:** Any physical harm or intentional attack suffered by the Insured Person, resulting

from a deliberate, sudden and brutal act of another person or group of persons.

Insured:

The individual whose interests are covered and protected by the insurance or the natural person resident in in one of the member countries of the European Union or registered with A.I.R.E. who is an employee of the Policyholder, who are travelling for business on behalf of the Policyholder or travelling for pleasure.. work done by the lawyer before the start of the court case.

Assistance out of court:
Act of Terrorism or Sabotage:

Any illegal act of violence or threat of violence that is ideologically, politically, ethnically or religiously motivated, perpetrated by an individual or a group of individuals, directed against an indeterminate group of persons or against public or private entities with the aim of:

- carrying out a criminal act intended to harm the lives of other persons;

- causing panic and shock to the public, as well as creating a climate of general uncertainty, spreading panic, terror, insecurity among the population or part of it;

- exerting influence on a government or state institutions to compel those in power to make decisions to do or tolerate arrangements that they would not have accepted under normal conditions.

- disrupting the operation of public transport or interfering with the activities of companies or organisations that produce goods, process materials or provide services.

This also extends to violence perpetrated against persons or property during public gatherings, riots or uprisings as well as damage caused by looting in direct connection with domestic unrest.

**Beneficiary:** The heirs of the Insured or other persons appointed by him, to whom the Company must pay the Insured Amount in case of death.

Items owned by the Policyholder, entrusted to the Insured Person and which are

part of his or her luggage while he or she is travelling.

Personal property: Luggage and personal effects belonging to the Insured party. This includes

suitcases, trunks and hand luggage and their contents. Personal property does not include company property and travel documents entrusted to the Insured by

the Policyholder.

<u>Natural disasters</u>: Natural events with catastrophic characteristics that violently affect an entire

area. Examples include: floods, earthquakes and volcanic eruptions.

**Operations Centre:** The organisational structure of Inter Partner Assistance SA - General Agent for

Italy - Via Carlo Pesenti, 121 - 00156 Rome - made up of human resources and equipment, available 24 hours of every day of the year, providing telephone contact with the insured, organising intervention in-situ and to carry out, with

costs borne by the Company, any assistance provided for in the Policy.

**Insured Party:** The legal person, with registered office in Italy, which signs the Insurance Policy of

which third parties are the beneficiaries and bears the relative charges.

**Company property:** 

Offence Criminal act for which the perpetrator is responsible through his or her conscious

and deliberate actions or omissions and if his or her conduct constitutes gross negligence or criminal intent. The offence is punished by arrest or payment of a fine. For insurance purposes, expenses are not refunded for offences in which the

criminal intent of the insured is detected.

Standardized contribution: Legal documents taxed in accordance with law 488 of December 1999, article 9 of

Law Decree 28 of 11.03.2002 converted into law 91 of 10/05/2002.

<u>Dispute:</u> This is the first written document showing that the Insured requires legal

assistance.

<u>Contractual Dispute:</u> Dispute arising from non-compliance with or infringements of obligations taken

on by the Parties, through contacts, pacts or agreements.

Gross negligence An offence committed without volition or unintentionally and thus only through

negligence, lack of expertise, imprudence or non-compliance with legal standards. The gross negligence must be expressly mentioned by the criminal law

and the charge of gross negligence must be brought by the criminal law.

**Intentional offence:** Committed with criminal intent, the offence is committed deliberately and with

volition. All offences are deemed to be intentional that are not expressly defined

as gross negligence by the law.

<u>Travel documents:</u> Travel documents:

Identity documents, visas for entry into a country, tickets and other documents

that are essential for continuing the Trip.

**Home:** The place where the Insured lives or has established the headquarters of his

business and interests.

Day hospital: Hospitalisation that does not involve an overnight stay, but is documented by

medical records, at an authorised medical facility having beds devoted to

hospital use.

Security expert(s):

defined by the Company.

Security experts, specialised in Crisis Management and security evacuation, as

**Family member:** The person, related by kinship, permanently living with the Insured as indicated

in the family status certificate or equivalent document.

Illegal act: This is an intentional or negligent fact that has caused improper damage and

obliges the perpetrator to compensate the claim. The illegal act does not consist of an act or of an infringement of a contractual obligation but of non-compliance with a legal regulation or the infringement of the right of others. The damage arising from the illegal act is known as "extra-contractual" damage because no contractual relationship exists between the harmed party and the perpetrator.

**Operative event:** The Legal Protection cover is the historic event that triggered the dispute.

**Excess:** The part of the damage, expressed as an absolute value that is borne by the

Insured/Policyholder.

Fault: Damage suffered by the Vehicle due to wear and tear, defect, breakage, or

malfunction of its parts such that it is impossible to use it under normal

conditions.

<u>Criminal charge:</u> is an allegation of presumed infringement of the criminal law that is sent to the

accused through a "notification of investigation".

This notification must indicate the infringed regulation and the name of the

alleged offence (committed with criminal intent or through negligence).

**Temporary disability:** the physical inability, total or partial and for a limited duration, to perform one's

iob.

**Compensation:** the sum payable by the Company in the event of an indemnifiable claim.

Permanent disability:

the permanent and irreversible loss, as a result of an accident, of all or part of the Insured's general capacity to perform any work, regardless of his or her

profession.

**Injury:** 

Casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm.

**Medical Institution:** 

University college hospital, hospital, nursing home,, diagnostic and / or therapeutic clinic, both public and private, duly authorized for diagnosis and treatment.

The following are not commonly considered health facilities for diagnosis and care: thermal baths and spas, those that are primarily for dietary purposes, for personal wellness, rehabilitation, convalescence, long-term hospitalisation or stays, facilities for the elderly.

The territory of the Italian Republic.

**Italy: Illness:** Any noticeable impairment of health not due to an injury.

Limit: The maximum amount, established in the Policy, guaranteed by the Company in

the event of a claim.

**Country of residence:** The country where the insured is registered, as indicated on the certificate of

residence.

**Mortal danger:** When an evaluation by the doctors of the company, in contact with the patient's

physicians, of the clinical and diagnostic situation, suggests the likelihood of

death.

Policy/ Policy title page: The document serving as proof of the insurance contract, signed by the

Policyholder and the Company, which identifies the Company, the Policyholder,

as well as the guarantees chosen and which is an integral part of it.

The sum due to the Company by the Policyholder. **Premium:** 

> a stay in a healthcare institution that is duly authorised to provide hospital care, covering at least one overnight stay, or a day hospital, day surgery or emergency

room.

**Deductible:** The part of the amount of the damage, expressed as a percentage that is borne by

the Insured, with a minimum and a maximum expressed as an absolute value.

the occurrence of the damaging event, in an uncertain future, for which insurance

has been given.

A situation resulting from an external event, unforeseen and unforeseeable at the time of departure, such as to endanger the physical safety of the Insured, which occurs when:

**Hospitalization:** 

Claim:

**Crises:** 

- the Insured is expelled from the host country or is declared an unwelcome person by the authorities of the same country;
- the competent authorities of the Insured's country of residence or one of the G20 countries or the expert of the Security Company employed by the Company formally recommend avoiding travel or an immediate evacuation from the country hosting the Insured for one of the following causes, when such causes are completely beyond the control of the Insured and/or Policyholder:
  - 0 insurrection, coup d'état, uprising or civil war, violent mass protests in the host country;
  - outbreak or threat of a military conflict involving the host country;
  - Act of terrorism in the host country resulting in casualties;
  - outbreak of an epidemic in the host country;
  - a natural or industrial disaster occurring in the host country that has caused casualties.

**Company:** 

Via Carlo Pesenti 121-00156 Rome.

**Settlement:** 

the agreement by which the parties, by making each other concessions, prevent the occurrence of a dispute or end a dispute that has already begun.

the Insurer, INTER PARTNER ASSISTANCE S.A. General Representative for Italy -

Vehicle:

Motor vehicle, as defined in Articles 47 et seq. of the Italian Highway Code, for personal use with a gross laden weight of up to 3.5 tonnes, with Italian number plates.

Work trip/ Professional travel/ Business trip:

Any temporary or provisional work-related travel by the insured from his or her municipality of residence or from the Policyholder's premises where he or she normally works, to Italy or to any other country in the world, until his or her return to the place of departure, provided that the work trip has been undertaken in order to perform officially a task connected with the Policyholder's company aim. This includes attendance at seminars and conferences, which are considered work-related travel.

For those registered with the A.I.R.E: this is the journey for reasons of work from or her abode inside/outside Italy or from the Policyholder's office outside Italy until his or her return to the departure point. A work trip is also considered to include the stay in the place of residence abroad.

It is understood that travel between the insured's home and place of work, within the insured's country of residence, is not considered Professional travel.

The definition is understood to extend to the Insured's stay, in the days immediately preceding or following the Business Trip, in the same country as the business trip, without returning to the normal place of work, for private reasons and purposes (leisure travel).

#### GENERAL RULES OF THE CONTRACT

#### ART. 1. DECLARATIONS CONCERNING RISK CIRCUMSTANCES

Inexact statements or reticence by the policyholder and the insured concerning the circumstances that influence the risk assessment, may lead to the total or partial loss of the right to compensation, and also termination of the Insurance, pursuant to art. 1892, 1893, 1894 and 1898 of the Italian Civil Code.

#### ART. 2. OTHER INSURANCE

The Policyholder, in partial derogation to Art. 1910 of the Italian Civil Code, is relieved from notifying the existence or subsequent stipulation of other insurance policies for the same risks. In case of accident, the Insuring party/Insured shall anyhow notify all the Insurers in writing, indicating the name of the others to each of them, pursuant to paragraph three, art. 1910 of the Italian Civil Code.

Should another company disburse the compensation, the services and coverages set forth by the agreement will be effective within the limits indicated, as refund to the Insured, of potential greater amounts charged to the Insured by the company that rendered the service or coverage, exceeding the limit of liability.

#### ART. 3. PAYMENT OF THE PREMIUM AND VALIDITY OF THE INSURANCE

The insurance shall take effect at midnight of the day indicated in the policy, provided that the relative Premium is paid; otherwise, the insurance shall take effect at midnight of the day on which the Policyholder makes the payment, without prejudice to the deadlines established by this contract.

In derogation to art. 1901 of the Italian Civil Code, should the Policyholder fail to pay the premiums of the subsequent adjustment or renewal appendixes, the insurance will be suspended from 24.00 of the 30<sup>th</sup> day after expiry and will resume validity at 24.00 of the payment date.

Granted subsequent expiries and the Company's right to receive payment for the expired premiums, pursuant to art. 1901 of the Italian Civil Code.

The premium, inclusive of tax, indicated in the Policy is due in full, even if payment in instalments has been agreed.

#### ART. 4. TYPES OF PRICING AND DURATION OF COVER

This Policy offers the possibility of purchasing cover according to two different pricing methods:

1. Policy pricing based on "travel days": the Policy premium is calculated based on a standard premium for each travel day multiplied by the number of insured travel days. The Policyholder is exempt from providing the personal details of the Insured Parties in advance; the Company may verify, upon simple request, the administrative records of the Policyholder proving the trip has actually taken place. Should the Company carry out a verification, the Policyholder shall provide any explanations and documentation that may be necessary, such as, but not limited to: the LUL prescribed by Law Decree no. 112 of 2008 (Single Employment Ledger), the invoice register or the register of receipts, including those of its subsidiaries and associated companies, if relevant. The Policyholder must declare the travel days when signing the Policy Declarations Page and, if they change, also when renewing the Policy. If the Premium Settlement clause (Art. 4) has not been selected, and, upon verification, the travel days are found to be incorrect - with a tolerance of 15% with respect to the original declaration, the Policy must be replaced and updated.

This pricing option can be applied for trips lasting up to 100 days. If during the period of validity of the policy, the Insured goes on a work trip lasting more than 100 consecutive days, the period after the aforesaid 100-day period will not be covered by the policy unless otherwise indicated on the Title Page of the Policy.

# 2. Policy pricing "per person/individual":

**2.1.** Individual annual multi-trip cover: each individual Insured Person must be named on the Policy Declarations Page and cover shall be for one year for each of them. **This pricing option can be applied for trips lasting up to 150 days.** If during the period of validity of the policy, the Insured goes on a work trip lasting more than 150 consecutive days, the period after the aforesaid 150-day period will not be covered by the policy unless otherwise indicated on the Title Page of the Policy.

Variations in risk, additions or reductions, must be immediately communicated by the Policyholder to the Company indicating all the information required for inclusion in the cover and any proportionate supplement to the Premium.

**2.2.** Individual annual continued stay cover: each individual Insured Person must be named on the Policy Declarations Page and cover shall be for one year for each of them. This pricing option can be applied for trips lasting up to 365 days (366 days in leap years). Variations in risk, additions or reductions, must be

immediately communicated by the Policyholder to the Company indicating all the information required for inclusion in the cover and any proportionate supplement to the Premium.

#### ART. 5. PREMIUM SETTLEMENT (clause valid only if expressly referred to on the Policy Declarations Page)

The policy premium is calculated based on variable elements and is therefore provisionally calculated as the amount shown on the Policy; the premium is then adjusted at each insurance anniversary date based on the data that the Policyholder will be required to communicate within 15 days of the end of each year.

No negative adjustments shall be made with refund of the Premium.

Therefore, the Company will calculate the payable differences that must be settled by the Insuring party within 30 (thirty) days from issuing the adjustment appendix.

Should the Policyholder fail to pay the adjustment premiums within 30 days of the relative premium payment request being sent by the Company, the Insured's insurance cover will remain suspended from 24:00 of the 30th day subsequent to the payment due date and will resume validity at 24:00 on the date of payment, without prejudice to subsequent due dates as set forth in Art. 1901, paragraph 2, of the Italian Civil Code.

Granted the Company's right to act legally or terminate the agreement through registered letter.

With regards to expiry agreements, if the Insuring party fails to fulfil the obligations concerning premium adjustment, the Company will not be liable for accidents occurred during the period to which the adjustment refers, granted the right to act legally.

The Company is entitled to carry out verifications and checks at any time, for which the Policyholder shall provide the necessary clarifications and documentation.

Should the final premium be more than 50% higher than the estimated premium, the Company shall have the right to modify the latter starting from the next insurance year to an amount not less than 80% of the final actual premium.

# ART. 6. TACIT RENEWAL

In lack of cancellation, sent via registered letter with return receipt, by one of the Party to the other at least 30 (thirty) days before expiry, the Insurance is deemed extended with tacit renewal for the same term as the previous one (365 days) and so on.

# ART. 7. RISK INCREASE

The Policyholder must inform the Company in writing of any risk increase. Risk increases that are not known or not accepted by the Company may lead to the total or partial loss of the right to compensation, and also termination of the Insurance, pursuant to art. 1898 of the Italian Civil Code.

## ART. 8. TAX BURDEN

The Policyholder shall bear all tax liability and all legal charges connected to the insurance.

# ART. 9. COMPETENT COURT

The disputes concerning Insured parties will be developed to the Court of the city where the Insured is residing.

#### ART. 10. REFERENCE TO LAWS - AGREEMENT FORM

Italian laws apply to any other matter not otherwise regulated herein. All litigations are subject to the Italian jurisdiction. The form of the agreement is in writing, any change or amendment shall be done in the same form and undersigned by the Parties.

#### ART. 11. PROFESSIONAL SECRECY

The Insured releases the doctors who have examined them before or after the claim, and who may have been called upon to examine the claim itself, from their professional secrecy towards the Company.

# ART. 12. WITHDRAWAL DUE TO A CLAIM

After each claim and up to 30 days from the payment or written denial of cover, either party may withdraw from the contract with 30 days' notice. In such a case, the Company will refund, within thirty days from the effective date of the withdrawal, the portion of the premium, net of tax, relating to the unused insurance period.

#### ART. 13. RIGHT OF RECOURSE

The Company is subrogated in all rights or actions that the Insured Party/Policyholder may have in relation to those responsible for the harm.

# ART. 14. BROKER CLAUSE (for brokered policies, only)

The Policyholder declares, also in the name of and on behalf of the Insured, that it has instructed the broker (hereinafter "Broker") specified on the Certificate of Insurance to broker and manage this agreement.

All policy matters will thus be handled on behalf of the Policyholder by the Broker pursuant to and in compliance with Italian legislative decree 209/05.

The Policyholder will pay the policy premiums to the Broker, who will pay them to the Company in the manner prescribed in the letter of agreement between the Company and the Broker.

For the purposes of the general insurance conditions, each notification sent by the Broker to the Company, in the name of and on behalf of the Policyholder is deemed to have been sent by the Policyholder.

Equally, any notification sent by the Policyholder to the Broker is deemed to have been sent to the Company.

#### ART. 15. ANTI-CORRUPTION

The Insured Party/Policyholder and the Company:

- undertake to comply with all applicable anti-corruption laws and regulations;
- maintain and will continue to maintain, within their respective organisations, anti-corruption policies and procedures prohibiting all forms of bribery and corruption of all their directors, officers, employees, agents, suppliers, subcontractors and any other person acting on their behalf.

#### WHAT IS COVERED

#### ART. 16. AGE LIMITS

Unless otherwise stated on the Policy Declarations Page, exclusively for Sections: "Reimbursement of Medical Expenses" and "Travel Accidents" the Insurance cover shall apply to persons aged 75 years or younger. However, for Insured Persons who reach this age limit during the covered travel period, cover shall remain in force until the expiry of the subsequent annual period.

# ART. 17. SPECIAL CLAUSES (Each clause can be activated individually and is only valid if referred to on the Policy Declarations Page)

- 1. <u>SUBSIDIARIES/AFFILIATED COMPANIES CLAUSE:</u> In partial derogation from what is indicated in the definition of the Policyholder, the cover under this contract shall be understood to extend to the Policyholder's subsidiaries/affiliates, **provided that they are specifically named in the Policy.**
- 2. CLAUSE EXTENDING COVERAGE TO INSURED PERSONS RESIDENT OUTSIDE THE EU AND NOT REGISTERED WITH A.I.R.E. In partial derogation of the definition of Insured, the cover under this Policy shall also extend to Insured persons regardless of their country of residence, provided that they are specifically named in the Policy if they are not listed in the Policyholder's administrative records, on condition that they undertake a Professional Travel on behalf of the Policyholder, or are able to produce other documentation provided by the Policyholder that demonstrates that they are in fact mobilised for the purpose of Travel. Any reimbursements related to the guarantees covered by this Policy shall be paid through the Policyholder.
- 3. CLAUSE FOR WORKERS NOT EMPLOYED BY THE POLICYHOLDER AND SIMILAR WORKERS Partially derogating from what is indicated in the definition of Insured, the guarantees of this Policy shall also be extended to Insured Persons who are employed by the Policyholder as consultants, collaborators, interns, apprentices, semi-subordinate workers, temporary workers, or who serve as directors, auditors, advisers or participants in conventions/conferences organised by the Policyholder, regardless of where they reside, **provided that they are named in the Policy.** Any reimbursements related to the guarantees covered by this Policy shall be paid through the Policyholder.
- 4. <u>CLAUSE FOR FAMILY MEMBERS OF THE INSURED EMPLOYEE</u> Partially derogating from what is indicated in the definition of "Insured, the guarantees provided under this Policy shall also be extended to family members resident in a country belonging to the European Union of Insured employees of the Policyholder (or of its Subsidiary/Affiliate with registered offices in Italy) as described in the definition of Insured, provided that they are specifically named in the Policy. Insurable family members shall only be those named in the Insured Person's certificate of family status or equivalent document.

#### **ART. 18. TERRITORIAL EXTENSION**

Notwithstanding any territorial limitations established for the individual covers or guarantees, the insurance is valid for claims occurring anywhere in the world. Compensation will in any case be settled in Italy and in Euro.

#### ART. 19. CATASTROPHIC CAP

In the event of multiple Claims under the Policy originating from the same event that simultaneously involves several Insured Parties, the aggregate Policy Limit for all Claims may not exceed €20,000,000.00.

If the aggregate amount of Claims exceeds €20,000,000.00, the amounts payable to the Insured shall be proportionally reduced, where possible.

#### ART. 20. POLICY VALIDITY

The cover shall be valid for the period communicated, in other words, from the start of travel (or, if later and unless otherwise agreed, from the effective date of the Policy as indicated on the Declarations Page) until its completion, provided that it is not after the Policy expiry date and as long as the professional relationship between the insured party and the Policyholder has continued. The Policy shall cease to be effective with respect to the individual insured persons when their professional relationship with the Policyholder ends. It is understood that the Policyholder has no obligation to report physical deficiencies, ailments or injuries that the Insured persons were suffering from when the Policy was stipulated or that may arise thereafter.

Indemnities shall be paid in Euro within the European Union. In case of costs incurred in countries outside the Euro Area, the refund will be calculated at the currency exchange determined by the European Central Bank on the date in which the Insured has sustained said expenses.

# ART. 21. COVERAGE PROVIDED (Each guarantee can be activated individually and is only valid if referred to on the Policy Declarations Page and the relative premium has been paid)

#### A. TRAVEL ASSISTANCE (coverage is always provided)

## A.1. - CONDITIONS OF COVERAGE

The Company, through the Operations Centre, shall organise and provide the following services, 24 hours a day, 365 days a year, with no limit to the number of services within the same claim and within the maximum limit envisaged for each type of service, which shall be per Insured Person, per claim and per insurance period.

# **PERSONAL ASSISTANCE**

#### A) MEDICAL CONSULTATION BY TELEPHONE

The Operations Centre is available to the insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling because of illness or injury.

# b) PROVIDE THE NAME OF A SPECIALIST DOCTOR

If, following a medical consultation by telephone, the insured need to undergo specialist treatment, the Operations Centre helpline will provide, consistent with local availability, the name of a specialist doctor in the location closest to the place where the insured is located.

## c) SENDING A DOCTOR OR AN AMBULANCE IN THE EVENT OF AN EMERGENCY (cover valid in Italy)

If the Operations Centre medical service deems it necessary and a medical examination of the insured cannot be postponed, the Operations Centre will send an approved local general practitioner to the scene, or if a doctor is not immediately available, it will arrange an ambulance to transfer the insured to the closest first aid centre. The cost of this service is borne by the Company.

N.B. It is understood that in an emergency the Operations Centre helpline cannot in any way be a substitute for Official Emergency Services (118), nor will it assume any of the costs incurred.

# d) PATIENT TRANSFER

If the medical service of the Operations Centre recommends medical transport for the Insured Party, following a clinical assessment and in agreement with the attending physician on site, the Operations Centre will organise the transfer of the Insured Party to the closest, most suitable medical facility.

If deemed necessary by the Operations Centre medical service, cover will include the necessary assistance during transport by medical or paramedical personnel. Patient transfer will be provided using the means deemed most suitable by the Operations Centre, with all expenses borne by the Company. These may include:

- · air ambulance;
- airline, possibly stretchered;
- first-class train and, if necessary, sleeper;
- ambulance, unlimited mileage;
- other means of transport.

In the event of medical transfer to a medical institution or a location with emergency room facilities, if the "Medical expenses during travel" cover has not been selected, the Operations Centre shall bear the medical and pharmaceutical costs, paying the medical institution directly on site and/or in the form of reimbursement up to a maximum total amount of € 2,500.00 per Insured Person and per Insurance period.

The limit includes:

- the cost of hospitalisation in a medical institution prescribed by the doctor up to € 200.00 per day per Insured;
- the cost of emergency dental treatment, only after an accident, up to € 200.00 per Insured and per claim;
- the cost of repairing a prosthesis, only after an accident, up to € 200.00 per Insured and per claim;

#### **Excluded from the service are:**

- illnesses or injuries which, in the opinion of the medical service of the Operational Centre, can be treated on site or at least do not prevent the continuation of the travel;
- infectious Diseases if transportation implies violation of national or international health regulations;
- all cases where the insured or his/her family members have voluntarily signed the waiver against the advice of the doctors with whom they were hospitalised;

#### e) MEDICAL REPATRIATION

If the Insured, after being discharged from the medical institution in which they were hospitalised requires, in the opinion of the doctors at the Operations Centre and in agreement with the attending medical practitioner at the location, hospitalisation for a period exceeding 7 days, or has to return to a fully equipped medical institution in the country of residence or domicile, the Operations Centre shall arrange, at its sole discretion and with the costs being borne by the Company, for the insured's repatriation in the manner and within the timeframe considered most appropriate.

These may include:

- air ambulance;
- airline, possibly stretchered;
- first-class train and, if necessary, sleeper;
- ambulance, unlimited mileage;
- other means of transport.

If deemed necessary by the Operations Centre medical service, cover will include the necessary assistance during transport by medical or paramedical personnel.

The Company reserves the right to request any unused travel ticket for the return from the insured.

### **Excluded from the service are:**

- infectious Diseases if transportation implies violation of national or international health regulations;
- all cases where the insured or his/her family members have voluntarily signed the waiver against the advice of the doctors with whom they were hospitalised;

# F) SENDING URGENT MEDICINES and INDICATION OF CORRESPONDING MEDICINES AVAILABLE IN A FOREIGN COUNTRY

If the insured needs medications regularly registered in Italy but it is not available in the immediate location or it cannot be replaced with a suitable local medicinal equivalent, the medical service of the Operations Centre will accept to send the medicines via the quickest means possible in compliance with the rules and deadlines that regulate the transportation of medicines and drugs.

The Company will bear the cost of shipping, while the cost of drugs is borne to the insured.

The Company may also advise the Insured of locally available medicines that correspond to medicines that are duly registered in Italy.

## g) RECOVERY AND TRANSPORT OF THE MOTOR VEHICLE OF THE INSURED

In the event of an Accident or Sickness that causes the Insured to be hospitalised for more than 10 days, and if such hospitalisation does not allow the Insured to recover the personal or company vehicle normally used during the Professional Travel, the Operations Centre will organise and cover the costs of recovering the vehicle. **Cover is only valid in Italy.** 

# h.) PROVISION OF AN INTERPRETER

If the Insured is hospitalised during the trip and he has language difficulties in communicating with the doctors, the Operations Centre will send an interpreter to in the vicinity The Company will cover the costs of the interpreter **up** to a maximum of 8 working hours.

#### i) TRANSLATION OF MEDICAL RECORDS

If the Insured needs the translation of the medical records released as a result of hospitalisation during the trip, he may request them to be translated into Italian from English, French, Spanish or German. The translation will only occur with the consent of the Insured in respect of the provisions of the current legislation in Italy on the processing of personal data.

#### j.) TRAVEL OF A FAMILY MEMBER IN THE EVENT OF HOSPITALISATION OR DEATH OF THE INSURED

If the Insured is hospitalised for more than 7 (seven) days, or in the event of the Insured's death, the Operations Centre will provide a return ticket (first class rail or economy class air or other means at its sole discretion) to allow a family member (or more than one, up to a maximum of three people) to reach the Insured or the place of death. **This does not cover the family member's accommodation expenses.** 

#### k.) EXTENSION OF STAY

If the Insured Party is unable to return to Italy on the scheduled return date because he or she is hospitalised or because the passport needed for their return has been stolen/lost, documented by an official report made to the local authorities, the Company will cover the costs of the hotel (room and breakfast) for **up to ten nights** after the scheduled return date, **up to a maximum total amount of € 2,000.00 per year.** 

# I) REPATRIATION OF THE CONVALESCENT INSURED

If the Insured is discharged from the medical institution in which they were hospitalised requires, in the opinion of the doctors of the Operations Centre and in agreement with the attending medical practitioner at the location, a period of convalescence exceeding 7 days, the Organisational Structure shall arrange, with the costs being borne by the Company, for the insured party's repatriation to their home country, residence or domicile (at the discretion of the Operations Centre in agreement with the attending medical practitioner at the location) in the manner and within the timeframe considered most appropriate by the doctors of the Operations Centre after having consulted with attending medical practitioner at the location.

These may include:

- commercial airliner with stretcher if necessary;
- train in first class and, if necessary, in the sleeper car;
- ambulance (unlimited mileage).

Transportation will be entirely organised by the Operations Centre which reserves the right to request any unused travel ticket for the return from the insured

#### **Excluded from the service are:**

- infectious diseases if transportation implies violation of national or international health regulations;
- all cases where the insured or his/her family members have voluntarily the Insured lives or signed the waiver against the advice of the doctors with whom they were hospitalised;

# m) RETURN OF FAMILY MEMBERS OR TRAVEL COMPANION IN THE EVENT THE INSURED IS REPATRIATED

The Operations Centre will organise, and bear the costs, of the travel for family members or a travelling companion that is travelling with the Insured Party in the event the Insured Person needs to be repatriated by activating the "Medical repatriation" or "Return of the convalescent Insured" coverage if the tickets they are holding for their return can no longer be used due to the repatriation. Repatriation and the decision as to the most suitable means will be organised and managed by the Operations Centre. The Operations Centre reserves the right to use the Insured Person's return ticket, should it be possible to change or modify it.

# n) NURSE OR SOCIAL WORKER ASSISTANCE AFTER RETURN

If, during the 7 (seven) days after the return to Italy the Insured, based on a medical certificate, needs to be taken care of in his home by specialised personnel (nurses or carers), he may request the Operations Centre to find and send the necessary personnel. The Company will cover the cost of this service **up to a maximum amount of € 600.** Cover is only valid in Italy.

#### o) RETURN OF REMAINS

In the event of death of the insured the Operations Centre will organize and carry out the return of the remains up to the burial site. Shipping will be done according to international standards and after fulfilling all formalities at the place of death. The Company will bear the costs of transport, excluding costs related to the funeral, interment or cremation. The Company will also bear the cost of the round-trip ticket of a relative to reach the place where the event occurred and the cost of one overnight stay at the closest hotel.

#### p) REPATRIATION OF THE INSURED IN THE EVENT OF AN ACT OF TERRORISM OR SABOTAGE OR ATTACK

If the Insured is the direct victim of an Act of Terrorism or Sabotage or an Attack that results in physical injury or a state of shock that can be objectively ascertained, the Operations Centre will arrange, and bear the costs, for repatriation of the Insured to his or her country of residence. The return and the choice of the most suitable means will be organised and managed by the Operations Centre.

# Q) EARLY RETURN OF THE INSURED FOLLOWING THE DEATH OR HOSPITALISATION OF A FAMILY MEMBER

If the Insured, while travelling, needs to return to his/her country of origin or residence before the scheduled return date and using a mode of transport different from the one initially foreseen because of the death or hospitalisation for at least 7 days of one of the following family members: spouse/cohabiting partner, son, daughter, brother, sister, parent, father-in-law, mother-in-law, daughter-in-law, the Operations Centre will organise the Insured's return, providing him/her with a first class train ticket or an economy class plane ticket so that he/she can travel to the place of death or burial, with the costs being covered by the Company **up to a maximum of € 1,000.** 

Coverage will not be provided if the Insured is unable to provide the Operations Centre with adequate information on the reasons for which it was requested. The Insured must provide the death certificate or medical record of the family member within 15 days of the claim.

#### EARLY RETURN OF THE INSURED IN THE EVENT OF THE PREMATURE DELIVERY OF A CHILD OF THE INSURED

If the Insured were to have to interrupt the Trip because of premature delivery of the mother of the Insured's child following the decision of the gynaecologist and for exclusively and strictly pathological reasons, the Operations Centre will arrange, and bear the costs, an airline ticket (economy class) or train ticket (first class) to allow the Insured to return to his or her residence The premature birth must be decided by the doctor for serious medical reasons and must take place before the seventh week prior to the expected date of delivery. If, in order to safeguard the health of the mother or the child, the doctor decides to induce labour before the Insured Person returns home, the Operations Centre, insofar as it is possible to transmit medical information in compliance with the law on the confidentiality of medical records, will keep in constant contact with the Insured Person, to keep him or her informed of the health status of the mother and the child.

# s) SENDING A COLLEAGUE IN PLACE OF THE INSURED

If the Insured's health, certified by a written health certificate, or death, or if the Medical return cover is activated, makes it necessary to replace him/her with a colleague, the Operations Centre will provide, at the Company's expense, an outbound (first class) train ticket or outbound (economy class) plane ticket to allow a colleague to replace the Insured in carrying out their assignment.

#### RETURN OF THE INSURED TO THE LOCATION OF THE TRIP

If, after repatriation of the Insured following an Injury or Illness, and if his or her health has stabilised, the Operations Centre will arrange, and bear the costs, an airline ticket (economy class) or train ticket (first class) for the Insured to return to the country of the trip. This benefit cannot be combined with the "Replacement with a colleague" benefit, where the consequences of the same event are involved.

# u) ADVANCE PAYMENT OF ESSENTIAL EXPENSES FOLLOWING THEFT, MUGGING, ROBBERY OR LOSS OF MEANS OF PAYMENT

If the insured has to bear, while travelling, unforeseen necessary expenses and is unable to do so directly and immediately due to theft, bag- snatching, mugging, robbery, theft or loss of their means of payment, the Operations Centre helpline may advance, by direct payment to the supplier, the amounts shown on the corresponding tax document (invoice) within the established maximum limit of € 2,500. The insured must send a copy of the report of the crime provided by the local authorities in situ.

The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The Insured will have to make arrangements to repay, to the Company, the sums advanced within thirty (30) days of the payment of the same.

# This service is not available:

- in countries where the Company has no branches or correspondents;
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

#### v) ADVANCE PAYMENT OF LEGAL ASSISTANCE

If the Insured Person is arrested or threatened with arrest and in need of legal assistance, the Operations Centre helpline will provide the insured with a lawyer, in accordance with the local regulations, and advance the payment of the relevant fee within the prescribed limits € 5,000. The insured must report the reason for the request and the amount needed. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The Insured will have to make arrangements to repay the sums advanced to the Company within thirty (30) days of the payment of the same.

#### This service is not available:

- in countries where the Company has no branches or correspondents;
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

# z) ADVANCE PAYMENT OF BAIL

If the Insured, while travelling, is in custody, under arrest or threatened with arrest and cannot directly make bail to be released, the Company may provide an advance payment on site on behalf of the Insured up to the established limit  $\in$  7,500. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The Insured will have to make arrangements to repay, to the Company, the sums advanced within thirty (30) days of the payment of the same.

# This service is not available:

- in countries where the Company has no branches or correspondents
- when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

#### aa) TELEPHONE CONNECTION WITH THE HEALTHCARE FACILITY

If the Insured is hospitalised as a result of an accident or illness, the Operations Centre may keep the family members in the country of origin and/or residence informed of the Insured's health conditions, by means of a telephone connection between its medical service and the physician treating the Insured at the place of hospitalisation.

Medical information will be communicated by telephone upon request of the Insured or a third party, should the Insured not be able to do so, and upon the recipient's notification of receipt of the request and the associated telephone number. The patient's medical information must be authorised by the patient themselves to the Company.

# bb) EARLY RETURN OF THE INSURED IN CASE OF SEVERE DAMAGE TO HIS OR HER HOME

If the Insured's home is seriously damaged, and the damage exceeds fifty per cent of the commercial value of the home and the Insured's presence is required, the Operations Centre will organise or reimburse the cost of an airline ticket (economy class) or train ticket (first class) so that the Insured can return to their damaged home.

The benefit will be provided to the extent that the Insured is unable to use the travel tickets provided for his or her Business Trip. The Operations Centre reserves the right to use the Insured Person's return ticket, should it be possible to change or modify it.

#### c) EARLY RETURN OF A DIRECTOR

If the Insured is a Director of the Policyholder Company or a member of the Board of Directors, and he or she must interrupt the trip due to serious damage to the premises that house the Policyholder Company, or in the event of the death of another Manager or member of the Board of Directors, the Operations Centre will organise or reimburse the costs of an airline flight (tourist class) or train ticket (first class) so that he or she can return to the company headquarters.

The benefit will be provided to the extent that the Insured is unable to use the travel tickets provided for his or her Business Trip. The Operations Centre reserves the right to use the Insured Person's return ticket, should it be possible to change or modify it.

#### dd) shipment of personal property in case of the death/repatriation of the insured

#### ee) PSYCHOLOGICAL SUPPORT

If, following hospitalisation lasting at least 45 days as a result of an Injury or Illness that occurred during the Trip, the Insured requires psychological support, the Operations Centre will provide such support to deal with the distress suffered.

This benefit will also be provided for a Family Member of the Insured following the death of the Insured.

The service will be offered via telephone once the Insured has returned to his or her country of residence; a telephone appointment will be arranged with one of the psychologists from the Operations Centre, who will call back to initiate the process.

Interviews are conducted in total safety and in accordance with the deontological codes of the profession.

This benefit will also be provided for a Family Member of the Insured following the death of the Insured.

Only two support sessions are offered. If a longer follow-up period by a general practitioner is required, the psychologist will refer the Insured to his or her primary care physician.

#### ff) VACCINATION INFORMATION

The Operations Centre will assist the Insured who makes such a request, providing information regarding vaccination requirements for the Foreign Country(ies) where the Business Trip will take place.

# gg) VISA INFORMATION

The Operations Centre will assist the Insured who makes such a request, providing information regarding the requirements for obtaining a visa for the Foreign Country(ies) where the Business Trip will take place.

#### hh) INFORMATION REGARDING TRAVEL DOCUMENTS

In the event of theft, loss or damage during the Business Trip of one or more of the following documents:

- identification documents;
- entry visas;
- tickets;
- other documents that are essential for continuing the Trip.

the Operations Centre will provide information on what to do in the event of the loss of these documents and will organise, in agreement with the Insured, any necessary changes to the trip in order to replace them. In any case, the Operations Centre will assist the Insured in obtaining replacement documents, while any costs of reissue and shipment will be borne by the Policyholder.

# HOUSEHOLD ASSISTANCE AND ASSISTANCE TO FAMILY MEMBERS REMAINING AT HOME (benefits available in Italy)

#### ASSISTANCE TO FAMILY MEMBERS FOR THE DURATION OF THE JOURNEY

In the event of injury and/or illness of a family member of the Insured who remained at home whilst the Insured was on a business trip, the Operations Centre will provide the family member of the Insured with:

- a medical consultation with the doctors of the Operations Centre to assess his or her state of health;
- a home visit; if a medical consultation reveals the need for a medical examination, the Operations Centre will, at the Company's expense, send a Company doctor. If one of the Company doctors is unable to make a personal examination, the Operations Centre will organize transport for the relative by road in an ambulance to the nearest suitable medical centre. The service is provided from 20:00 to 08:00 from Monday to Friday and 24 hours a day on Saturday, Sunday and on holidays;
- sending a road ambulance to the Insured's home; if following a medical consultation transport to the nearest suitable medical centre is necessary, the Operations Centre will organize the Insured's transport by road ambulance.

The benefits are limited to €250 per claim up to a maximum of €500 per policy.

# b) ASSISTANCE TO THE MINOR CHILD OF THE INSURED

If the Insured is hospitalised during the Trip, and the spouse/domestic partner, who must join him/her in hospital, is unable to leave the children **under the age of 14** alone or leave them in the care of a relative or friend, the Operations Centre will organise and bear the costs of:

a. Childcare provided at the Insured Person's home for a maximum of two days, for up to ten hours per day and up to a maximum limit of €500.

or otherwise

b. Purchase of a round-trip economy class airline ticket or a first-class train ticket so that a person resident in Italy chosen by the Insured can travel to the home of the minor child/children to take care of them, **within a maximum limit of € 500.** 

The Insured Person may choose between these two options, which cannot be combined.

# a) SENDING AN ELECTRICIAN

If the Insured needs an electrician because of a power cut in all rooms of the dwelling and because of faults in the switches, internal distribution systems or power sockets not caused by the Insured's lack of expertise or negligence, the Operations Centre will send a Company electrician with costs borne by the Company **up to a maximum limit of** € 200.

the costs related to equipment and/or the spare parts required for repair will be charged to the Insured.

#### d) SENDING A LOCKSMITH/JOINER

If the Insured needs a locksmith/joiner in the event of theft, loss, breakage of keys or fault in a non-electronic lock; attempted or successful break-in, fire, explosion or burst that gravely compromises the operation of the access door or compromises the security of the dwelling; the Operations Centre will send a Company locksmith or joiner with the cost borne by the Company **up to a maximum limit of €200.** 

the costs related to equipment and/or the spare parts required for repair will be charged to the Insured.

#### c) SENDING A PLUMBER

If the Insured needs a plumber because of flooding or seepage into the home as the result of broken, clogged or damaged pipes in the fixed plumbing within the home; total lack of water in the insured home not due to a temporary suspension of supply; failure to discharge sewage from the sanitation facilities after a blockage of the fixed plumbing; the Operations Centre will send a Company plumber with the cost borne by the Company **up to a maximum limit of €200.** 

the costs related to equipment and/or the spare parts required for repair will be charged to the Insured.

ROADSIDE ASSISTANCE TO THE PLACE OF DEPARTURE (service available in Europe)

In the event of a breakdown or accident involving the vehicle used by the Insured Person when travelling to and from the place of departure of the Trip, the Operations Centre will organise and provide the following services:

#### a) BREAK DOWN ASSISTANCE

Retrieval and sending a rescue vehicle for towing the vehicle to an approved garage for the vehicle or alternatively retrieval and sending a rescue vehicle for towing the vehicle to the nearest non-specialist garage. The benefit will be provided at the Company's expense up to a maximum of €150 for claims occurring in Italy and €250 for claims occurring in Europe. The repair costs are borne by the Insured.

# **Excluded from the service are:**

- the cost of spare parts and any other expenses relating to the repair;
- the expenses incurred for exceptional equipment necessary to recover the vehicle;
- the costs of any assistance required if the vehicle is stuck while driving off the public road network or similar areas (e.g., off-road trails).

# **b) SENDING A TAXI**

Organising and sending a taxi, following the towing of the vehicle carried out by the Operations Centre, to allow the Insured to reach the departure point of the trip (service valid in Italy), with costs borne by the Company **up to a maximum limit of € 250.** 

# c) CONTINUATION OF TRIP AFTER MISSING A FLIGHT

If following towing organised by the Company, the Insured misses the flight because of late arrival at the airport, the Operations Centre will do everything possible to enable the Insured to reach the previously booked destination by changing the original ticket or providing a new aeroplane ticket. If it is not possible to provide the service directly, the Company will reimburse any additional costs incurred by changing the booking or buying a new aeroplane ticket provided that the departure is within 48 hours of the original departure and appropriate proof of expenditure **up to the maximum limit of €1500.** 

# **Excluded from the service are:**

- Air tickets for a different destination from the previously booked destination.
- Tickets modified or purchased without contacting the Operations Centre or, in any case, without its prior authorisation:

The cover is provided in the following countries: Albania, Andorra, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Italy (including the Republic of San Marino and the Vatican City State), Latvia, Liechtenstein, Lithuania, Luxembourg, F.Y.R.O.M. - Macedonia, Madeira, Malta, Morocco, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, European Russia (excluding the Ural Mountains), Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom.

# B. MY DOCTOR

# **B.1. - CONDITIONS OF COVERAGE**

The Company, through the Operations Centre, organises and provides the following services, 24 hours a day, 365 days a year, **limited to 3 times per insurance year for each Insured Person.** 

This simple and innovative service, which supplements the Insured Person's basic health cover, can be accessed via telephone or video call.

# a) TELE-CONSULTATION (valid in Italy and abroad)

If the Insured needs to organise a medical consultation by telephone following an injury or illness, the Operations Centre will transfer the call to its medical service which will assess, with the consent of the Insured, whether to continue the consultation by telephone or switch to a video call, all of which is subject to medical privacy.

#### b) MEDICAL PRESCRIPTION (valid only in Italy)

Following the Tele-consultation, if the doctor, in his sole discretion, deems it necessary to prescribe a medicine, the Company may transmit a blank prescription to the pharmacy closest to the Insured Person's location in Italy, so that the latter or a person delegated by him/her may purchase the prescribed medicine.

#### c) PHARMACEUTICAL DELIVERY (valid only in Italy)

If the Insured Person is temporarily incapacitated, he/she may ask the Operations Centre to deliver the medicines listed in the pharmaceutical reference book to the Insured Person's location in Italy. In compliance with the regulations governing the purchase and transport of medicines, the Operations Centre will send a representative to the place where the Insured is located to collect the money, prescription and any proxy necessary for the purchase, and will then deliver the requested medicines as quickly as possible and in any case within the subsequent 24 (twenty-four) hours.

The Company will bear the cost of delivery, while the cost of drugs is borne to the Insured.

#### C. BACK HOME

#### **C.1. - CONDITIONS OF COVERAGE**

The Company, through its Operations Centre, organises and provides the following services, 24 hours a day, 365 days a year.

#### a) BACK HOME

Should the Insured be unable to continue the trip according to the original itinerary due to:

- bankruptcy or insolvency of the travel services by the trip organiser;
- natural disasters (tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances);
- epidemic or pandemic (declared by any government entity), of such a severity and virulence with a high mortality or that require restrictive measures to reduce the risk of transmission to the civilian population.

The Operations Centre organises:

- the continuation of the Insured Person's stay in a new hotel; or
- the return of the Insured to his/her residence in Italy,

covering the costs to a maximum of €1,500 per Insured Person and €10,000 per claim that involves more than one Insured Person.

#### D. COVER STAY

# **D.1. - CONDITIONS OF COVERAGE**

The Company, through its Operations Centre, organises and provides the following services, 24 hours a day, 365 days a year.

#### a) COVER STAY

If the Insured Party is in a public health lockdown imposed by the authorities for reasons of safety:

- 1. at the moment of the Insured Party's arrival at the airport of the destination or transit country;
- 2. during the trip for the purpose of conducting medical examinations;
- 3. or in the event of quarantine being declared with enforced stay in the location;

the Company will cover any additional essential costs for food and hotel accommodation incurred by the Insured for the time they are forced to stay at the location and for travel tickets for the return journey; in the case of medical detention involving a minor, this cover is understood to be for the benefit of a single insured family member or travelling companion, even if they are not detained.

If, however, the medical detention concerns an adult, any accompanying Family Member who is not detained is excluded from this coverage.

This benefit is provided up to a maximum of €2,500 per Insured Person and €25,000 per Policy.

The Company reserves the right to ask the Insured Party for any refunds obtained from providers of the travel services and/or carriers.

At the request of the Operations Centre, the Insured Person must provide documentation proving the medical detention ordered by the Authorities.

#### E. MEDICAL EXPENSES WHILE TRAVELLING

#### **E.1. - CONDITIONS OF COVERAGE**

In the event of Illness or Injury of the Insured Person while travelling, the Company, through the Operations Centre, which has been duly contacted in advance, shall provide the following cover, within the maximum limits indicated in the Policy Declarations Page, which are understood to be per Insured Person, per claim and per travel period, subject to the sub-limits established.

Medical expenses incurred directly by the Insured shall only be reimbursed if previously approved, authorised and coordinated by the Operations Centre.

The Insured must always contact the Operations Centre before undertaking any initiative, except where it is demonstrably impossible to do so. Failing to do so, the Insured shall not be entitled to any reimbursement.

# a) MEDICAL/PHARMACEUTICAL/HOSPITAL EXPENSES

If the Insured incurs unavoidable medical, pharmaceutical, hospital expenses, and transport expenses from the place where the event occurred to the medical facility, for treatment, examinations, diagnoses or urgent surgery on site that cannot be delayed during the insurance cover period, the Company will cover the costs. If direct payment by the Operation Centre is not possible, the Company will reimburse the costs incurred to the Insured Person or Policyholder.

- In the event of hospitalisation, Coverage will be provided until the date the Insured is discharged following Hospitalisation, up to a maximum of until such time as treatment has been completed if an emergency situation or until such time as the Insured is deemed, in the opinion of the Company's medical doctors, in condition to be repatriated. If the claim occurs in the **country of residence**, the cover is understood to be **limited to €5,000**; **for citizens registered with A.I.R.E.**, the cover is understood to be valid **in the country of residence with limit of €30,000**.
- If the claim does not involve a hospital stay, and it occurs in the country of residence (including for persons registered with A.I.R.E.), cover is limited to €2,500.

For expenses incurred without hospitalisation and patient admission, an excess of €50 will always be applied.

# b) ADDITIONAL MEDICAL EXPENSES

The Company covers the costs of:

- expenses for urgent dental care only as a result of an Accident occurring during the trip with a maximum limit of €1,000 and an Excess of €50.
- expenses for repairs of prostheses, eye prostheses and hearing aids following an Accident with a maximum limit of €500 and an Excess of €50.
- f) rehabilitation expenses, including the physiotherapy, incurred following an accident or illness occurring while travelling and which resulted in a hospital Admission. The guarantee covers, exclusively, the expenses incurred in the hospital or during the recovery period immediately following admission and, in any case, prior to the return from the trip, with a maximum limit of €500.

The Company shall also reimburse expenses for medical examinations and diagnostic tests incurred upon return to the country of residence, provided that they are incurred within 90 days after returning from the trip and that they are the consequence of an Accident or Sickness for which Hospitalisation was necessary during the Professional Transfer, up to a maximum limit of €30,000.

# c) PERMANENT AESTHETIC DAMAGE

If the Insured suffers aesthetic consequences as a result of an Accident as defined in the Policy that does not, however, result in compensation for Permanent Disability (if Accident Cover has been purchased), the Company shall reimburse the documented expenses incurred by the Insured for any treatment and applications made to reduce or eliminate the Aesthetic Damage, as well as the cost of plastic and cosmetic surgery.

The cover is limited to a maximum of €10,000 and has a fixed Excess of €100.00 per event.

Permanent Aesthetic Damage caused by an Accident that occurred prior to signing the Policy is excluded.

# d) DAILY HOSPITALISATION ALLOWANCE

If the Insured Person is hospitalised for an uninterrupted period of more than 3 days, the Company shall pay the Insured a daily allowance of €50 for each day of hospitalisation up to a maximum of 90 consecutive days.

The cover is subject to an Excess of 3 days. The day of entry and the day of exit from the hospital will be counted as a single day, regardless of the time at which the Insured enters or leaves.

#### e) SEARCH AND RESCUE EXPENSES

If, following an Accident or Illness, it is necessary to mobilise an emergency team to search for and rescue the Insured Person, including in a lake, at sea, in the mountains, or in the desert, the Company shall reimburse the search and rescue expenses, paid in advance by the local authorities and borne by the Insured Person or the Policyholder, up to a maximum limit per Insured Person and per event of €50,000.

The cover is not valid for search and rescue expenses resulting from failure to observe the safety measures established by the regulations that govern the activity undertaken by the Insured Person.

#### F. LUGGAGE AND EFFECTS

#### F.1. - CONDITIONS OF COVERAGE

The Company will reimburse, within the limits of the sums indicated on the Policy Declarations Page, which must be understood to be per Insured Person, Claim and duration of the Trip, the following costs:

#### a) LUGGAGE AND PERSONAL AND COMPANY PROPERTY

The Company will indemnify the Insured for direct and material damage caused to the Insured as a result of:

- theft due to burglary, mugging, robbery, extortion;
- theft of luggage left in the boot of the Vehicle parked in a guarded garage or if the vehicle itself is stolen;
- failure to deliver or damage/fire, total or partial, by the air carrier of Personal and/or Company Property. Personal and/or Company property.

The Company will pay the indemnification with the maximum compensation:

- €500 per item;
- for reimbursements of personal computers (company or personal property), this limit increases to €1,000. The limits are reduced by 50% if appropriate documentation supporting the value of the item to be indemnified (receipts/invoices) is not provided.

The Company determines compensation based on the market value of the items stolen at the time the Claim was made. For items purchased no more than three months prior to the claim occurring, reimbursement is based on the purchase value, if supported by the relevant documentation.

If the carrier is responsible for the damage to the Luggage, the Company will reimburse, up to the policy limit, the portion that was not already reimbursed by the carrier responsible for the event.

Under no circumstances will the Company consider the sentimental value.

# b) LOSS, THEFT OR DESTURCTION OF SAMPLES

If the Insured Person is forced to curtail the trip due to the loss, theft, robbery, or destruction of the samples, demonstration material, or prototypes essential for the trip, the Company will reimburse the portion of the travel and accommodation expenses for the days remaining until the scheduled return, **up to a maximum of €1,000.00.** 

# c) DELAYED LUGGAGE

Following a delay of more than 8 hours (with respect to the scheduled arrival time) in returning checked luggage by the air carrier, the Company will reimburse the cost of basic necessities (clothing and personal hygiene items) **up to** a **maximum of €500.** 

The cover is valid from the moment of the first boarding of the aircraft (check-in) and ends before the last check-in.

#### d) REPLACEMENT OF KEYS AND DOCUMENTS

The Company will cover the cost of replacing the Insured Person's Keys and/or Identity Documents in the event of loss or theft, mugging, robbery, extortion during a Trip, **up to the limit of €250.** 

# f) FRAUDULENT USE OF PAYMENT CARDS

In the event of fraudulent use by third parties of the Insured's bank card, occurring between the moment the card is lost or stolen and when it is blocked by the bank, the Insurer will reimburse the Insured for the financial losses suffered due to this fraudulent use. For bank cards whose charges are paid by the Policyholder, the reimbursement will be made to the Policyholder.

The cover is valid during the Trip and the maximum **indemnity payable is €2,000.** 

#### g) FRAUDULENT USE OF SIM CARDS

If, during a Trip, the Insured were to have their mobile phone stolen, the Company will reimburse the cost of any fraudulent calls made by third parties between the time of the theft and the request to the mobile operator to block the SIM card.

#### h) REIMBURSEMENT OF COSTS OF PERSONAL EFFECTS FOLLOWING AGGRESSION

If, during a trip, the Insured is the victim of an aggression, act of terrorism, sabotage or traffic accident and suffers material damage to his/her clothing and accessories (including wristwatches, jewellery, leather goods), the Company will reimburse the Insured to replace the damaged clothing/accessories.

The maximum reimbursement payable, subject to providing proof and a police report, is €500.

#### i) REIMBURSEMENT OF CASH FOLLOWING AN AGGRESSION

If, during a trip, the Insured is forced to withdraw or take a cash advance from a bank or ATM as a result of an assault, and the cash is stolen, the Company will reimburse the amount stolen, **up to a maximum of €500.** For bank cards whose charges are paid by the Policyholder, the reimbursement will be made to the Policyholder.

#### **G. TRAVEL AND FLIGHT ACCIDENTS**

#### **G.1. - CONDITIONS OF COVERAGE**

The Company guarantees, within the limits indicated on the Policy Declarations Page, which are understood to be per Insured Person, per claim and per insurance year, the following coverage:

# **Travel accidents**

The Insurance is valid for injuries sustained by the Insured during the work trip:

- the professional and secondary activities which have been declared
- any other activity which is not professional in nature.

The Company, within the limits indicated in the Policy, provides the accident insurance (not plane accidents) suffered by the insured during the travel period, and communicated to the Company, and which, within two years from the day on which they occurred (even if after the Policy expiry date), have as a direct result death or permanent disability.

The company considers injuries as the following:

- injuries arising from the use and driving of all motor vehicles
- suffocation without morbid origin;
- acute poisoning by ingestion or by absorption of substances;
- drowning;
- frostbite or freezing;
- sun stroke, heat stroke or hypothermia.
- lightning strikes;
- infections and poisoning caused by wounds, animal bites;
- injuries sustained while ill, unconscious or as a result of a sudden onset of sleep;
- injuries resulting from inexperience, recklessness or gross negligence;
- stress-related injuries, excluding heart attacks and hernias of all kinds;
- injuries arising from civil unrest or acts of terrorism, vandalism, attacks, provided that the Insured has not actively participated in them;
- Natural disasters.

# <u>War risk</u>

This Policy covers Injuries resulting from war, whether declared or undeclared, civil war, general insurrections, Acts of Terrorism, for up to 14 days from the start of hostilities, only if the Insured Person is surprised by such events while in a foreign country where none of the events existed or were in progress at the time of his/her arrival in said country.

# Flight Risk:

Partially derogating from what is indicated in the Exclusions, cover is extended, within the limits specified on the Policy Declarations Page, to Injuries sustained by the Insured during air travel undertaken as a passenger (but not as a pilot or other crew member) on aircraft and helicopters operating as a regular public airline service, including charter flights, extraordinary flights operated by companies providing regular flight services, and flights on military

aircraft providing regular civil air transport services (excluding private aircraft and flights made on aircraft and helicopters owned by aero clubs, the Policyholder or the Insured Person themselves), and which, within two years of the day on which they occurred, directly result in death or permanent disability.

In the event of a claim involving more than one Insured Party, in the event that the total insured capital exceeds the **catastrophic cap of €5,000,000 per aircraft**, the payments due to the individual Insured Parties shall be adjusted with a proportional reduction and allocation based on the individual covers.

The Policyholder may request reimbursement of premiums (net of taxes) in the same proportion.

#### A. Death

If the Accident results in death, the indemnity shall be paid to the Beneficiaries or, if none have been named, to the heirs in equal shares.

The death indemnity cannot be combined with the indemnity for Permanent Disability.

If, within two years from the day of the accident, the Insured were to die as a result of the Accident for which the indemnity for Permanent Invalidity was paid, the Beneficiaries are not required to return any reimbursement to the Company. If a dispute arises between the heirs, each of the Parties may propose that the matter be resolved by one or more arbitrators, to be appointed by specific document.

#### A.1. Presumed death

If the body of the Insured is not found and, as a result of the Accident, the Insurer is presumed dead, the Company shall pay the sum insured to the Beneficiaries or, if none have been named, to the heirs in equal shares. Settlement will be made before 180 days have elapsed following the submission of the application for a declaration of presumed death, in accordance with Articles 60 and 62 of the Italian Civil Code. It is understood that if, after the payment of the amount by the Company, the Insured were to be found alive, the Company is entitled to the restitution of the sums paid out. Once the amount has been repaid, the Insured Party may assert his/her rights for any Permanent Disability suffered.

#### A.2. Super-valuation for parental commorientes

If, as a result of an Accident, indemnifiable under the terms of the Policy and caused by the same event, the Insured Party and their spouse, if not separated, die, the death indemnity due to cohabiting minor children shall be increased by 50% (fifty per cent). The minor children shall be treated in the same way as adult children who are already permanently disabled to a degree of 66% or more.

#### B. Permanent disability

The indemnity for Permanent Disability is calculated on the amount insured, in proportion to the degree of disability ascertained by a medico-legal expert according to the criteria and percentages envisaged in the "Table for assessing the degree of Permanent Disability for Industry" annexed to the Consolidated Law on Mandatory Insurance against Accidents at Work no. 1124 of 30 June 1965 and subsequent amendments that have been made up to the date of stipulation of this Policy. If the injury results in impairment, rather than total loss (anatomical or functional), the percentages above are reduced in proportion to the functionality lost.

For permanent disability cases not specified in the table above, the indemnity is determined considering the diminished general capacity to work capacity, regardless of your occupation. The total loss (anatomical or functional) of one limb/organ or several limbs/organs results in the application of a disability percentage equal to the sum of the individual percentages due for each injury, up to a maximum of 100%.

If the Insured Person is left-handed, the percentage reductions in the capacity to work established for the right upper limb or right hand shall be understood to apply to the left upper limb and left hand, and vice versa.

Entitlement to the Permanent Disability Indemnity is personal and therefore not transferable to heirs. However, in the event of death due to causes other than those that caused the permanent disability, before the Company has been able to carry out the necessary checks, the heirs shall be entitled to the indemnity that would have been due to the Insured only upon proving the existence of the right to indemnity by providing documentation that demonstrates the permanent consequences of the injury. The Company shall pay the heirs the amount that has been liquidated or offered, according to the laws of testamentary or legitimate succession, even if the indemnity has already been liquidated or a specific amount has been offered.

Compensation for permanent disability is considered due solely in cases where the degree of permanent disability is greater than 3 percent of the total; in such cases, compensation will be paid only for the percentage of permanent disability that exceeds 3 percentage points.

Where the degree of permanent disability is greater than 15 percent, the compensation will be paid without any franchise deduction.

#### C. Coma resulting from an Injury

In the event that, following an Accident, the Insured Person remains in a comatose state for more than 10 consecutive days, the Company shall pay the Insured Person €100 for each day spent in a coma, up to a maximum of 365 consecutive days.

This amount shall be deducted from the greater amounts payable in the event of death or Permanent Disability as a result of an accident.

#### D. Renovation of the Home/Vehicle used by the Insured

In the event of an accident that results in a Permanent Disability of 33% or more, the Company shall pay the Insured a **maximum amount of €5,000**, upon presentation of:

- invoices relating to the renovation works to the home in which the Insured resides, which are necessary to adapt the premises to his or her restricted health conditions caused by the Permanent Disability suffered;
- invoices relating to the modification/equipment work to the vehicle normally used by the Insured, in order to make it accessible and usable with respect to his or her diminished autonomy;

Cover is only valid in Italy.

# E. Expenses for training and work force re-integration

If, following an Accident, the Insured is declared by an occupational physician to be unable to continue to work, the Company, upon presentation of the relative supporting documentation, shall reimburse the expenses for training and re-integration into the work force reasonably sustained by the Policyholder in connection with the reassignment of the Insured to a different position, up to a maximum of €3,000.

#### G.2. - INDEMNIFICATION CRITERIA

The Company shall pay the indemnity for the direct and exclusive consequences of the Accident that are to be considered independent of pre-existing or subsequent physical or pathological conditions; therefore, the influence that the Accident may have had on such conditions, as well as the prejudice that they may bring about as a result of the injuries produced by the Accident, are indirect consequences and therefore not subject to compensation. In cases of pre-existing disabilities or physical defects, the Permanent Disability Indemnity shall be paid only for the consequences directly caused by the Accident as if the Accident had happened to a physically healthy person, without regard to the additional impairment resulting from the pre-existing conditions.

#### G.3. - CATASTROPHIC CAP

For events involving more than one Insured Person, this Policy provides for an overall indemnity limit of €5,000,000 per Accident; if the amount to be indemnified is higher, the limit shall be proportionally divided among the Insured Persons involved in the claim.

# H. THIRD PARTY LIABILITY

# **H.1. - CONDITIONS OF COVERAGE**

#### THIRD PARTY LIABILITY DURING TRAVEL

The Company is liable for amounts, within the maximum limits indicated in the Policy Declarations Page, which are understood to be per Insured Person, the Insured is required to pay, being civilly liable under the law, as compensation (principal, interest and expenses) for damages involuntarily caused to third parties in the form of death, personal injury and damage to property and animals as a result of an unintentional event occurring during the trip in relation to acts involving their private lives, with the exclusion of any liability relating to their professional activity. The guarantee also includes collateral damage:

- ✓ caused by pets;
- caused by the ownership and use of cycles, non-motorised vehicles and boats no longer than 6.5 meters, golf carts;
- ✓ caused by playing sports, including races, not at the professional level, leisure activities and camping.

The cover is subject to an Excess, limited to damage to property and/or animals, of €150 per claim.

#### H.2. MANAGEMENT OF A THIRD-PARTY LIABILITY CLAIM

The Company, as long as it has an interest, will manage disputes both in and out of court, both civil and criminal, on behalf of the Insured Party, designating, where necessary, lawyers or technicians, and availing itself of all the rights and actions to which the Insured Party is entitled. The insured is obliged to cooperate in order to enable the management of these disputes and to appear in person if the procedure so requires. The company is entitled to claim against the insured the prejudice created through the breach of such obligations. The costs incurred to resist the action of the damaged party against the insured are paid by the Company within the limits of a quarter of the insured amount. However, if the amount owed to the injured party exceeds the insured capital, legal expenses will be proportionally allocated between the company and the insured based on their respective interests.

The Company disclaims any expenses incurred by the insured party for legal or technical expertise that is not designated by it, and is not liable for fines or penalties nor criminal trial expenses.

#### I. LEGAL PROTECTION

#### I.1 - TERRITORIAL EXTENSION OF THE COVER

- The insurance provides worldwide cover for non-contractual harm arising from illegal acts of third parties and criminal proceedings.
- In all other cases the cover is valid for Insurance claims that arise and have to be dealt with in Italy, the Vatican State and the Republic of San Marino.

However, the coverage of this Policy excludes the extra-judicial expenses and legal assistance for violations of the law or breaching of rights that occurred in countries or regions where acts of war or revolution take place.

#### 1.2 - PURPOSE OF THE INSURANCE

For handling and settling claims for events occurring in private life, the Company, without prejudice to the "Cover validity" clause, ensures subject to the conditions set out below and within the maximum cover limits indicated on the Policy Declarations Page, for each claim and for each insurance year, Legal Protection, including the relative non-recurring charges of the opposing party, incurred by the Insured to defend his or her interests out of court and before a court of law, in the cases indicated in the policy.

This item includes the following:

- the fees for legal assistance with the claim;
- The costs of the mediation established by the Law;
- Any legal costs of the opposing party, in the case of a settlement authorised by the Company
- the costs of the intervention of the Technical Consultant, the Party-Appointed Expert and experts in general, subject to the agreement of the Company;
- The trial costs in criminal proceedings under Article 535 of the Criminal Procedure Code;
- the Standard Contribution for legal expenses, if not repeated by the other party should the action be unsuccessful:
- the expenses related to the enforcement only for the first two attempts experienced by the Insured;
- the investigation expenses for the research and the acquisition of exculpatory evidence;
- expenses for the investigation aimed at seeking exculpatory evidence and justification of the Insured;
- The involvement of a single lawyer for each level of judgement, having territorial jurisdiction pursuant to the "Free choice of lawyer" clause, is guaranteed.

# The following sub-limits are applicable:

Expenses for an additional process agent only in the trial phase, **up to € 2,500.00** - payable only when the district of the Court of Appeals in which the legal proceedings are filed is different from that of the Insured Person's residence; charges related to the filing of court documents, **up to € 500.00**.

# **I.3 - GUARANTEED SERVICES**

The following charges are covered by this agreement:

1. Civil actions (or appearing as plaintiff in criminal proceedings) to obtain compensation for personal injury and/or damage to property caused by the **illegal acts of third parties**;

- civil actions (or appearing as plaintiff in criminal proceedings) to obtain compensation for harm arising from road accidents in which the insured persons were involved as pedestrians or bicycle riders or as passengers of any motor vehicle or vessel;
- 3. defence in **criminal cases**. The guarantee is also valid before the official drafting of the crime report;
- 4. defence in criminal cases provided that the Insured is found not guilty or found not guilty on appeal or the offence has been changed from a criminal offence to a case of negligence (art. 530, paragraph 1, Italian Code of Criminal Procedure); cases of extinction of the offence for any other reason are not covered. The Insured is still required to file the claim at the moment in which the criminal proceedings commence. Cover does not extend to cases of extinction of the offence apart from cases of extinction because of withdrawal of the case;
- 5. disputes arising from presumable breaches of **contract** by the Insured or the opposing party; this guarantee covers disputes about sums above €250.00 and less than €50,000.00;
- 6. disputes arising from **lease** agreements regarding places occupied by the Insured during the work trip;
- 7. defence in civil cases for compensation for harm **caused by the illegal acts brought by third parties;** this guarantee applies only in the presence of a third- party insurance policy in the following manner: if the thirty-party insurance provider intervenes, this guarantee applies only after the expenses have been used up in order to oppose the action of the damaged party against the thirty-party insurance provider.

#### H. 7 - VALIDITY OF COVERAGE

The cover is afforded for disputes arising during the period of validity of the Policy and caused by events that also occurred during the period of validity of the Insurance, and more precisely after midnight on the day the Insurance takes effect for cases of liability in tort or criminal proceedings.

for the purposes of the preceding sub-section, the events that gave rise to the dispute are deemed to have occurred at the initial moment of the infringement of the regulation or the non-compliance; if the event that gave rise to the claim continues through several successive acts, the event is deemed to have occurred at the moment in which the first event occurred.

The disputes brought by or against several persons which relate to identical or related questions, are considered in all respects only one event.

In the case of charges against more people insured, and due to the same fact, the event is considered unique in all respects. If one or more of Legal Protection Insurances on the same risk exist and they are covered by this Policy, the guarantee provided by the latter operates after the exhaustion of the amount due from other insurance.

# J. REIMBURSEMENT OF EXPENSES IN THE EVENT OF CRISIS SITUATIONS (Alternative cover for I - Travel eye and Security cover)

#### J.1. - CONDITIONS OF COVERAGE

Should the Insured be in a crisis situation in the country of travel, the Company shall reimburse any additional, strictly necessary and reasonable costs of transport and hotel accommodation incurred by the Insured or Policyholder for returning to the country of residence (or to Italy for those registered with A.I.R.E.) or to continue the trip if they do not return to the Country of Residence (or to Italy for those registered with A.I.R.E.), in addition to costs related to the protection of the Insured Parties, up to an overall maximum amount of €50,000.00 per event, for all insured persons and per insurance year.

#### K. TRAVEL EYE AND SECURITY

(Alternative cover for "H Reimbursement of expenses in the event of crisis situations" cover)

#### K.1. - PURPOSE OF THE COVER

Should the Insured be in a Crisis Situation in the country of travel, the Company will organise and take charge of:

- gathering and protecting the Insured while awaiting evacuation;
- safely transporting the Insured Parties to a location from which it is possible to leave the Area at Risk using normal means of transport;
- evacuating the Insured Persons to the nearest safe area should regular means of transport at the gateway point not be available, or when the experts of the security company engaged by the Company believe the gateway point is not safe enough;

• the costs incurred on site at a hotel (food and lodging) for a maximum 15 consecutive days and up to €300 per day, with a limit of €4,500.

If evacuation to the gateway point or to the nearest safe area cannot be organised safely by the Company, the Company shall reimburse all costs incurred by the Insured Party or Policyholder to permit them to leave the area at risk and reach the gateway point or the nearest safe area using their own transport.

The cover is subject to the following **limits**:

- Overall Policy Limit: Euro 1,000,000;
- Limit per Insured, per event: Euro 100,000.

If the cost exceeds these limits, any additional costs shall be borne by the Policyholder.

#### **K.2. - CONDITIONS OF COVERAGE**

In the event of a Crisis Situation, the Insurer must establish a crisis management team that will be responsible for coordinating the assistance and evacuation of affected Insured Persons and providing information. The crisis management team may decide to organise a team in the field, consisting of Security Experts, doctors, nurses and/or logistics coordinators.

The Policyholder will be informed of the organisation deployed by the crisis management team to support the Insured Persons in question.

The security evacuation will be organised on condition that the Insured and the Policyholder's contact persons agree to it being organised and implemented. The Company will also provide a safety evacuation if the Policyholder's contact persons are unreachable and there is the risk of an emergency that endangers the life of the Insured.

The Company undertakes to carry out the safety evacuation according to the relevant national and international laws and regulations. In any case, international transport is organised subject to the Insured obtaining the administrative authorisations and possessing valid identity documents and visas required for the transport.

The Insurer reserves the right, prior to the start of the security evacuation operation, to verify the validity of the request made by the Insured or Policyholder.

# **K.3.-RESPONSIBILITY**

The Company's obligation is one of means and not of outcome.

The Company will endeavour to assist the Insured Parties in the event of a Crisis Situation, however the success of the evacuation is dependent on external factors such as the availability of local logistics resources as well as international and national laws and regulations and issued authorisations.

The Company will not be liable for failing to provide security evacuation assistance to Insured Persons who are in hazardous areas where, in the opinion of the Security Experts, it is reasonably impossible to operate.

The Company will not be liable for any professional or commercial damages suffered by an Insured Person as a result of an event requiring security evacuation.

#### K.4 - TRAVEL EYE

The possibility of using the technological solution called Travel Eye, the innovative corporate risk management platform for mobility, is also provided.

Personalised access credentials are provided when the policy is issued, allowing Insured Persons to receive useful information to avoid potential risks. The service is available in Spanish, Italian, English, German and French and once logged in, both the Insured and the Policyholder receive notification of registration. Users can access and consult the service via personal computer or even mobile devices.

Travel Eye provides relevant information before, during and even after the trip.

Specific medical information is provided for the chosen destination (recommended vaccinations, health risks, etc.), addresses of medical providers around the world (doctors, clinics, hospitals) as well as information on the geopolitical situation of countries and possible health risks.

In the event of an emergency, Travel Eye informs the Insured of potential risks (alerts) and above all makes it possible to contact the Operations Centre immediately if needed.

Specifically, Travel Eye provides the following information:

- Medical information on the destination country
- Safety information on the destination country
- Relevant global events
- Medical alerts

- Medical network
- Risk map
- Continuous monitoring during travel

Travel Eye therefore makes it possible to organise a Trip (e.g. travel or hotel bookings), providing the Insured with useful information while also allowing him or her to share relevant information with colleagues (e.g. itinerary followed, clients met, etc.).

In addition to the information component, in the event of an emergency, Travel Eye makes it possible to locate the Insured Person and offers the possibility of immediate contact with the Operations Centre to easily take advantage of the Assistance and Security services.

The Company will also make the Operations Centre's telephone number available for information concerning security and risks (Security Helpline).

#### L. TRIP CANCELLATIONS AND TRAVEL INCONVENIENCES

#### L.1- CONDITIONS OF COVERAGE

# a) CANCELLATION OR CHANGES TO THE TRIP

In the event of cancellation of the Trip for one of the following causes:

- sudden death or Hospitalization of the Insured Person who is to leave on a business trip;
- death or sudden hospitalisation of the spouse, cohabiting partner, son/daughter, parents, son-in-law or daughter-in-law, siblings, in-laws of the Insured who is to leave on a business trip;
- death or Hospitalization of a work colleague in the same department, forcing the Insured to remain on the Policyholder's premises to mitigate the impact of this absence;
- death or sudden Hospitalization of the person with whom the Insured is to leave for the business trip or with whom he or she is to meet during the same;
- in connection with the Insured Person's participation in a civil or criminal trial as juror or witness;
- fire or other serious damage that renders the regular residence of the Insured who is to leave for the business trip uninhabitable;
- mandatory medical quarantine imposed on the Insured who is to embark on the trip;
- theft of the Insured's identity documents, which are essential for the Trip, occurring within 48 hours of departure;
- an act of terrorism occurring in the destination country of the Trip, which is serious enough to jeopardise the safety of the Insured;

the Company reimburses the Policyholder or Insured Person for travel costs already sustained, **up to the limit of** €5,000 per Insured Person and per individual Trip.

The Company shall pay the penalty - justified by a valid receipt for the penalty fee - charged to the Policyholder or Insured only if the cause of cancellation of the business trip occurs before the scheduled departure and after the booking of the trip itself; in addition, the Company shall pay the penalty fee due at the time of the Accident or the additional costs for changing the booked business trip that are not covered by other insurance coverage provided in the travel contracts themselves or that cannot be recovered in any other way.

The cover is therefore applicable on the excess risk (secondary cover) with respect to any other insurance coverage already in place for the same risk.

The Company has the right to take possession of the unused tickets.

## b) FLIGHT DELAY OR CANCELLATION, DENIED BOARDING

The Company shall reimburse the Insured, **up to the Limit of €500**, for all expenses incurred for meals, drinks and/or transfer to and from the airport/terminal in the event that, at any time during the Trip, one of the following conditions occurs:

- the Insured Person's scheduled and confirmed flight is delayed for 4 hours or more with respect to the time initially established for departure;
- the Insured Person's scheduled and confirmed flight is cancelled;
- the Insured Person is denied boarding due to overbooking and no alternative means of transport are available within the next 6 hours.

#### c) MISSED CONNECTION/MISSED TRANSFER

In the event the Insured misses the confirmed flight connection due to late arrival, of more than 2 hours for destinations in Italy and 4 hours for destinations abroad, of the flight on which he/she was travelling, and the air carrier does not provide any alternative means of transport, the Company shall reimburse the cost of a new airline ticket purchased by the Insured or the Policyholder to reach the previously booked destination. The Company shall also reimburse the higher costs for food and accommodation of the Insured in the place where he/she missed the connection. The costs shall be reimbursed **up to the limit of €1,000.** 

# d) CHANGE OF DESTINATION DURING THE TRIP FOLLOWING A HIJACKING OR ACT OF TERRORISM

In the event that, during the Trip, the means of transport used by the Insured is diverted from the initially planned destination due to hijacking or an Act of Terrorism, and if, as a consequence of this event, the Insured has to wait for alternative means of transport to become available, the Insurer shall reimburse the costs incurred by the Insured for food, accommodation or transport costs, **up to a limit of €500.** 

#### e) REIMBURSEMENT OF THE EXCESS FOR DAMAGE TO A HIRED VEHICLE

If, as a result of theft, collision or damage to the vehicle hired for the Trip, the Insured is required to pay the Excesses or Deductibles charged to him or her under the rental company's insurance policy, the Company shall indemnify the Insured or Policyholder up to the Limit of €1,000 per claim and per Policy.

For bank cards whose charges are paid by the Policyholder, the reimbursement will be made to the Policyholder. This cover is provided on a secondary risk basis (excess coverage).

A hired vehicle is understood to be any vehicle that is hired, with a valid rental contract, during the course of the Trip, excluding Italy or the country of residence and for a maximum duration of 30 days.

The cover is valid on condition that the Insured drives the vehicle in accordance with the clauses of the Contract stipulated between the Policyholder and the car hire company.

#### WHAT IS NOT INSURED

#### ART. 22. EXCLUSIONS COMMON TO ALL TYPES OF COVER

Excluded from the cover are any claim, service, consequence and/or event that arises directly or indirectly from:

- a) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- b) air, water, soil, subsoil contamination, or any other environmental damage (except as indicated in the individual guarantees);
- c) wilful or gross misconduct of the Insured;
- d) travel to countries to which travel is formally advised against by the Ministry of Foreign Affairs and International Cooperation, for Italy, and/or equivalent competent authority of the country of destination
- e) failure to comply with or adhere to the rules on vaccines and prevention of disease;
- f) alcoholism, drug addiction or abuse of narcotics or hallucinogens (not associated with therapeutic use), abuse of psychoactive drugs
- g) state of acute alcoholic intoxication, as determined by the local legislation of the country where the Insured is located, if driving any vehicle and/or vessel;
- h) participation in races and competitions (and related trials) involving horses, football, cycling, skiing, unless they are for recreational purposes;
- i) participation in races and competitions (and related trials) involving the use of any motor vehicle or vessel, unless they are of an entirely recurring nature or are purely recreational;
- (j) suicide, attempted suicide and intentionally self-inflicted injuries;
- k) mental illnesses such as schizophrenia, organic brain syndromes, manic-depressive disorders, paranoid disorders.

No (re)insurer will be required to provide coverage, to pay a claim or provide a service in any capacity in the event that the provision of such coverage, payment of the claim or the provision of this service exposes the

(re)insurer to any penalty or restriction pursuant to a resolution of the United Nations or under the sanctions, laws or economic and trade embargoes of the European Union, the United Kingdom or the United States of America

#### ART. 23. SPECIFIC EXCLUSIONS

#### A. Travel Assistance

The assistance will not be provided in the following cases:

- a) if the insured (or his/her representative) ignores the indications of the Operational Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In this last case, the Company will immediately suspend assistance accrued from the day following the refusal of medical transport / repatriation.
- b) a travel made for the purpose of undergoing medical / surgical treatment;
- c) if the destination is to be or is declared to be under quarantine. This exclusion does not apply if the Insured Party or a travel companion contracts an illness for quarantine has been declared.
- d) extreme journeys in remote areas accessible only with the use of special means of rescue.
- f) morbidity due to pregnancy beyond the 26th week of pregnancy and after giving birth; childbirth or voluntary termination of pregnancy.

The following limitations shall also apply:

- the Operations Centre shall be liable within the limits set by the competent Local Authorities;
- the Operations Centre may not, under any circumstances, assume responsibility for local emergency services;
- the Operations Centre shall not be held liable for any failure or shortcoming in fulfilling its obligations as a result of cases or events of force majeure such as riots, civil war, civil unrest, revolution, strikes, attack or seizure by law enforcement agencies, piracy, hijacking, explosion of devices, nuclear or radioactive effects or climatic impediment, or orders issued by the Local Authorities;
- the Operations Centre shall not be liable in cases where the Insured Person has deliberately violated the laws in force in the countries through which he/she has transited or in which he/she has temporarily stayed.

In the event of a claim relating to the Home, benefits are not payable in the following cases:

- i) damage caused by faults in taps and pipes connected or not connected to any equipment (e.g. washing machines);
- j) damage due to the negligence of the Insured and/or another person living with the Insured;
- k) breakage of the external pipes of the building;
- l) overflow from sewer backflow;
- m) clogging of sanitary water pipes;
- n) short circuits resulting from faulty contacts caused by the Insured and/or by another person living with the Insured;
- o) suspension of power by electricity provider;
- p) faults in the power supply cable of the rooms of the dwelling upstream of the meter.

#### E. Medical expenses while travelling

The assistance will not be provided in the following cases:

- a) if the insured (or his/her representative) ignores the indications of the Operations Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In this last case, the Company will immediately suspend coverage of additional medical expenses accrued from the day following the refusal of transport / repatriation to Italy.
- b) a travel made for the purpose of undergoing medical / surgical treatment;
- c) if the destination is to be or is declared to be under quarantine. This exclusion does not apply if the Insured Party or a travel companion contracts an illness for quarantine has been declared;
- d) extreme journeys in remote areas accessible only with the use of special means of rescue;
- e) morbidity due to pregnancy beyond the 26th week of pregnancy and after giving birth; childbirth or voluntary termination of pregnancy;
- f) the expenses for treatment or removal of physical defects or congenital malformations, for aesthetic applications, nursing care, physiotherapy, for spa or slimming treatments, for dental treatment (except as indicated in the guarantee);
- g) hospitalisation in private structures in Italy;

h) practice of air sports and the aerial activities in general, extreme sports if not practised with sports organizations and without the required safety criteria;

i) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;

j) injuries that existed prior to the beginning of the trip;

k) medical and hospital expenses that can be delayed until the insured person returns to his/her place of residence.

Also excluded from the Daily hospitalisation allowance cover are hospitalisations related to:

- cosmetic treatment, weight loss, rejuvenation, rehabilitation other than for motor or functional reasons;
- weight loss, thermal spa, light, sleep or detoxification treatments;
- stays in nursing homes and convalescent homes;
- stays in psychiatric facilities;
- Accident or Illness that resulted in hospitalisation prior to the effective date of the Policy.

#### **LUGGAGE AND EFFECTS**

The Company does not indemnify damage:

(a) cash, cheques, stamps, tickets and travel documents, souvenirs, coins, art objects, collections, catalogues, merchandise, helmets, magnetic cards, badges;

b) that occurred when:

- the luggage was not property stored in the boot of a locked vehicle;
- the vehicle containing the luggage was not parked overnight, between the hours of 22.00 and 07.00, in a guarded public garage for a fee;
- the theft took place without breaking into the boot of the vehicle.
- c) during motor vehicle trips regardless of engine size of the vehicle;
- d) due to carelessness, neglect or loss on the part of the Insured or caused by normal wear and tear;
- e) damage resulting from confiscation, seizure or destruction by order of an administrative authority;
- f) valuables, jewellery and furs left in a parked Vehicle, regardless of the time of day;
- g) valuables, jewellery and furs entrusted to couriers;
- h.) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power, tornadoes, shipwrecks, hurricanes, earthquakes, volcanic eruptions, floods and other natural disasters;

In addition, in the event of loss, theft or destruction of samples, the insurance cover does not apply in the following

- cancellation of the Business trip/assignment due to the loss, theft or destruction of samples, demonstration items or prototypes, prior to the date of departure for the Business trip/assignment;
- theft from any vehicle of said samples;
- confiscation, seizure or destruction of said samples by order of an administrative authority.

In the event of Delayed Luggage, the Company does not reimburse the costs:

- -for the delayed delivery of luggage at the airport of the Insured Person's city of residence;
- incurred after the date the luggage was received.

Regarding the reimbursement of costs of personal effects following an aggression, the following damages are excluded from cover:

- -identity and official documents;
- -dentures, prostheses, glasses and contact lenses;
- mobile telephones;
- -audiovisual, camera, video or hi-fi equipment.

# G. Travel and flight accidents

The company does not pay compensation for injuries resulting directly or indirectly:

- a) from driving vehicles for which a driving licence of a higher category than B is required and for motor boats for non-private use; coverage is not provided if the Insured is driving a vehicle for which they are required to have a special driving licence that they do not have.
- b) occurring in any air vehicle that is not considered aircraft in accordance with the law, such as the equipment for sports or leisure flying (hang gliders, ultra lights, autogyros, paragliding, etc.);
- c) occurring on aircraft operating in violation of the provisions of the law, regulations, operating rules or of airworthiness and aircraft whose crew does not hold the required licence or valid qualifications, when the violation or irregularities are known by the Insured or they are knowable according to the usual diligence;

- d) reckless acts and engaging in aircraft and air sports in general, dangerous sports, boxing, wrestling in its various forms, weightlifting, rugby, American football, spelunking, rock or glacier climbing, free climbing, bobsledding, acrobatic skiing, kite-surfing, ski or water ski jumping, scuba diving; e) any sport practised professionally or that, in any case, involves remuneration whether direct or indirect;
- f) from hernias, except for abdominal hernias caused by physical exertion;
- (g) working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft or vessels.
- h.) all the activities involving the use of mines, weapons and/or dangerous substances, explosives, access to mines, quarries and excavation and/or mining activities on land and sea.

# H. Third Party Liability

The following damages are excluded from the insurance:

- a) damage to movable property and real estate that the Insured has in consignment and/or custody for any reason;
- b) damage resulting from carrying out a profession or paid activity;
- c) damage resulting from the ownership, possession, use and driving of motor vehicles in general;
- d) damage resulting from the possession of toxic or radioactive substances and from pollution of the soil, air and water;
- e) damage resulting from hunting-related activities, model air planes, parachuting and aerial sports in general;
- f) damage resulting from the ownership of the house or apartment and related systems;
- h) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power tornadoes, shipwrecks, hurricanes, earthquakes, volcanic eruptions, floods and other natural disasters;

# I. Legal Protection

The coverage does not recognise expenses incurred by the Insured for:

- a) the payment of fines, penalties and sanctions in general;
- b) the tax charges (stamping of documents and records, fees for registering judgements and deeds in general, etc.);
- c) the cost of disputes arising from criminal acts of the Policyholder or of the Insured;
- d) the charges for administrative, fiscal and tax disputes;
- e) costs awarded to plaintiffs suing the Insured in criminal cases pursuant to article 541 Criminal Procedure Code;
- f) expenses related to non-registered professionals in the relevant professional register where prescribed by law;
- g) the payment of expenses connected with the execution of the custodial sentences and the custody of things;
- h) enforcement operations are no longer covered after two negative outcomes.

The guarantee is not valid for disputes:

- i) arising from any work done by freelancers, employees, professionals or entrepreneurs
- j) resulting from the movement of vehicles or vessels subject to compulsory insurance as well as of aircraft owned, leased or flown by the insured, without prejudice to art. "Guaranteed Benefits");
- k) of a contractual nature (such as lease or sale agreements), also against the Company and AXA Group, except as provided in art. "Guaranteed Benefits";
- I) relating to events of pollution in the environment, unless it is determined by an accidental fact;
- m) related to events caused by explosion, emanation of heat, radiation from the atomic nucleus transmutation, radiation caused by the artificial acceleration of the atomic particles;
- n) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power, tornadoes, shipwrecks, hurricanes, earthquakes, volcanic eruptions, floods and other natural disasters;
- o) for which it is conceivable the professional liability of its legal representative;
- p) disputes following riots, acts of vandalism, earthquakes, strikes and lockouts;
- q) disputes relating to family law and inheritance and donations law;
- r) disputes relating to or connected to buildings that are not occupied by the Insured;
- s) the construction, transformation and restructuring of buildings for which planning permission has to be obtained from the local town council;
- t) disputes arising from the acquisition of real estate in ways not envisaged by the policy;
- u) disputes about employer's contributions instigated by the Insured, also without cost, involving public or private bodies;

- v) disputes relating to patent, trademark, copyright, unfair competition, relations between shareholders and directors and disputes arising from the agency agreement;
- z) disputes concerning about amounts below €250.00
- aa) arising from confrontations connected to conduct hostile to trade unions (as specified in articles 28 of the Italian Workers' Statute) and from confrontations regarding mass redundancies;
- bb) for disputes relating to building leases, without prejudice to art "Guaranteed Benefits");
- cc) deriving from disputes for debt recovery;
- dd) for disputes concerning contracts and/or subcontracts;
- ee) for property sale and purchase agreements;
- ff) per disputes relating to company mergers, changes, and company transformations;
- gg) for disputes between the Policyholder and freelancers;
- hh) arising from contractual disputes with the Company;
- ii) Disputes not expressly mentioned amongst the items of art.H.4 "Guaranteed Benefits".

# K. Travel Eye and Security

The following events and their consequences are excluded from cover:

- a) events caused by the Insured Person's own behaviour and actions, including:
  - disregard for local customs, common sense or safety precautions expected for the area of travel;
  - wilful participation in arguments or altercations;
  - violation of local rules, laws and regulations;
- b) cases in which the Insured or Policyholder refused to evacuate the area or to use the means proposed by the Company without a justified reason;
- c) Trips made to areas for which the Policyholder has received confirmation from the Company that evacuation would not be possible;
- d) Insured persons who do not comply with the instructions received by the Company when providing the emergency evacuation;
- e) Negotiations and ransom payments in the event of kidnapping;
- f) Procedures and formalities regarding visas or other administrative authorisations, which remain the responsibility of the Insured or Policyholder;
- g) Travel made in the Insured Person's country of residence.

# L. Trip Cancellations and Travel Inconveniences

The Company shall not make reimbursements for cancellations or changes to the Trip caused by:

- a) Foreseeable causes or causes known to the Insured or Policyholder at the time of booking the Trip;
- b) pregnancy;
- c) consequences and/or complications from accidents that occurred prior to booking the Trip;
- d) bankruptcy of the carrier or of the travel agent.

Furthermore, for flight delays, cancellations or denied boarding, the following situations are excluded:

- -the Insured Person had not previously confirmed the flight, unless he/she was prevented from doing so because of a strike or force majeure;
- -the delay is caused by a strike or risk of civil war or war, of which the Insured was aware prior to departure;
- -the civil aviation, airport authority or similar authority of any country has ordered the temporary or permanent withdrawal of an aircraft.

# WHAT TO DO IN THE EVENT OF A CLAIM

ART. 24. Obligations of the Insured Person in the event of a claim - ASSISTANCE, COVER STAY, BACK HOME, MY DOCTOR, TRAVEL MEDICAL EXPENSES (WITH DIRECT COVERAGE), TRAVEL EYE AND SECURITY GUARANTEES

In the event of a claim, the Insured Person, or anyone acting on his/her behalf, should contact the Operations Centre at the following number:

+39 06. 42 115 794

The Operations Centre is operative 24 hours a day, 365 days a year to respond to any requests.

The person making the claim must also identify themselves as "Insured Travel 4 Business" and provide:

- surname and name;
- policy number;
- requested service;
- telephone number where to be reached;

The claim must be made as soon as possible, and always before attempting any personal initiative and, in any case, no later than three (3) days following the event. Non-compliance with the aforementioned terms may compromise the right to receive the service.

As partial derogation, it is agreed that, in case the physical person holder of the rights derived from the agreement cannot objectively report the accident within the foreseen terms, he can do so as soon as he will be able and anyhow within the terms set forth by law (art. 2952 Civil Code).

The assistance services are generally planned directly by the Operations Centre, or explicitly authorised by the latter, under penalty of the loss of the right to obtain the assistance service.

The Company has the faculty to request additional documents compared to those foreseen in the contract for liquidation purposes, and does not lose the right to claim, at any time and any circumstance, any exceptions also after initiating to liquidate the services.

Even in a crisis situation, the Insured must always contact the Operations Centre before taking any initiative with respect to evacuation, unless it is clearly impossible.

#### ART. 25. OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM - LEGAL PROTECTION COVER

To process and settle Claims under the Legal Protection cover, the Insured, or those acting on his/her behalf, must contact the Company at **+39 06. 42115717** or send the claim with the related documents to the following address:

Inter PARTNER ASSISTANCE S.A. - Legal Protection Claims Office

Casella Postale 20133

Via Eroi di Cefalonia - 00128 Spinaceto - Rome

#### a) Submitting a claim

In the event of a claim, the Insured will notify the Company immediately and no later than 3 days from the time the event occurred and/or of when the Insured become aware of its. In any case, the Company must be aware about any new act notified to him within three days from the date of the notification and not later than 24 months from the date of occurrence of the dispute.

Otherwise, the Insured will be liable for any additional damages that the delay in the complaint may generate.

The complaint of the case must be complete, true and accompanied by appropriate documentation including any form of evidence available and necessary to allow the Company to protect the interests of the Insured By way of example, the following will have to be provided:

- The personal details and the contact numbers of the opposing party;
- the details of the dispute and indication of the claims/complaints of the Insured and/or of the opposing party and time references of the case;
- copies of the correspondence between the parties;
- copies of the relevant documents (contracts, invoices, receipts, records, certificates, photographs etc.);
- witness statements accompanied by a copy of the witness's identity document;
- copy of the guarantee information or any other act notified to the Insured.
- Failing this, the Company may not be held liable for any delays in the assessment of the insurance coverage or the case management, as well as any prescriptions or forfeitures which may occur.

#### b) Free choice of a lawyer

If the dispute involves taking legal action, the Insured may proceed in one of the two possible alternative ways set out below:

- 1. the Insured can choose the lawyer freely who is to protect his or her interests, who must reside in the place in which the legal authorities with jurisdiction for the dispute is located, and must notify Company of the lawyer's name at the same time as reporting the claim;
- 2. The Insured may choose the lawyer to be appointed from the list of trusted lawyers affiliated with the Company.

If the Insured does not give such indication, the Company may appoint a lawyer directly.

If the intervention of an additional process agent is necessary, the Company shall supply the engaged lawyer with the name of the domiciled lawyer and shall pay the relative domiciliation expenses.

<u>Under no circumstances may the Insured independently appoint a lawyer, nor appoint any technical consultants or experts, without having received prior authorisation from the Company, under penalty of losing the right to indemnity.</u>

# c) Provision of evidence and documents necessary for the insurance cover

If the Insured requires the insurance coverage he must:

- 1) immediately, fully and truthfully inform the Company about the details of the accident, as well as indicating the evidence and documents and, on request, make them available;
- 2) give a mandate to the lawyer appointed to protect his or her interests after receiving authorisation from the Company, and inform the lawyer fully and truthfully about the facts of the case, indicating the evidence, providing all possible information and procuring the necessary documents.

# d) Management of the claim

Having received the report on the event, the Company will assess whether it is possible to reach an amicable settlement of the dispute. Where possible, the Company will handle the extra-judicial part of the dispute and will if necessary use lawyers of its own choice.

If the Insured has already given instructions to the lawyers/experts for the management of the out-of-court phase, the costs incurred will be charged to him.

In the event an amicable settlement is unsuccessful, or in cases where it is not possible to reach an amicable settlement, and if the Insured Person's claims are well-founded, the case is forwarded to the chosen lawyer in accordance with the terms of the "Submitting a claim" and "Free choice of a lawyer" clauses.

The insurance guarantee is also paid for each higher degree of process, both civil and criminal, only if the appeal has chances of success. The Company is not responsible for the work of lawyers, technical consultants and experts in general.

The Insured may not establish, directly with the other party, any settlement of the dispute, both out of court and judicial, without the prior approval of the Company, otherwise he will not receive the reimbursement of the legal and expert costs incurred by him, except as provided by the paragraph below.

In the event of a conflict of interest or disagreement regarding the handling of claims between the Insured and the Company, the Insured is entitled to go to law and choose freely his or her lawyer, bearing the legal costs, but alternatively the decision can be put to arbitration, in which cases the arbitrator will decide according to the principle of equity and the arbitrator will be chosen jointly by the Parties, or, if they fail to agree, by the head of the competent court in accordance with the Italian Code of Civil Procedure. Each Party contributes with half of the arbitration costs, whatever the outcome of the arbitration.

The Company will inform the Insured of its right to make use of this procedure.

# e) Recovery of sums

The Insured is entitled to obtain the full compensation and in general the amounts recovered or otherwise paid by the other party under the title of capital and interest.

On the other hand, the Company, which has incurred or advanced the fees, is entitled to the costs awarded by the court or agreed by way of settlement and/or out of court.

# ART. 26. OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM - TRAVEL MEDICAL EXPENSES (REIMBURSEMENT) AND OTHER GUARANTEES

The Insured Party may submit a claim through the website www.axapartners.it, by going to "Submit a claim" and following the "Instructions for submitting a claim". Alternatively, the Insured may download the "Claim Form" from www.axapartners.it and send it together with the relevant documentation to:

Inter Partner Assistance S.A. - Travel - Claims Office Casella Postale 20175 Via Eroi di Cefalonia

#### 00128 Spinaceto - Rome

For each refund request, the insured person or the person acting on his/her behalf, must file a claim with the Company within 30 days of their return, providing the Company with all the documentation necessary for managing the claim, and in particular:

- policy number;
- personal details and tax code of the recipient of the payment;
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it.

#### They must also provide:

#### ■ Medical Expenses while Travelling:

- first aid report prepared at the scene of the Accident, indicating the nature of the medical condition or diagnosis certifying

the type of injury and how it occurred or the Illness;

- if hospitalised, a copy of the medical record;
- medical certificate stating the diagnosis;
- prescription for any medicines purchased along with the original receipts for the medicines purchased;
- a medical certificate establishing the disfigurement of the Insured (in the event the Aesthetic Damage cover is activated):
- original invoices, receipts or bills for all expenses incurred (including invoices for search and rescue expenses issued by local authorities, in the event the Search and Rescue Expenses cover is activated), including the tax details of the issuers and persons to whom the receipts were issued.

#### Injuries

- place, date and time of the event;
- medical certificates testifying the injury occurred at the site;
- official documentation confirming the presence of the Insured on the aircraft, for Flight Risk;
- subsequently and until recovery, medical certificates regarding the progress of the injuries;
- if the accident caused the death of the Insured or when death occurs during the treatment period, the Company must be notified immediately by submitting the death certificate and the documents that establish the role of the Beneficiary in case of death;.
- invoices for the works carried out, in the event of renovation of the House/Vehicle used by the Insured;
- medical certificate proving that the Insured is in an uninterrupted comatose state, in the event of a Coma.

#### ■ Luggage and personal and company property

# -Luggage and effects/Loss, theft or destruction of samples/Loss of keys and documents/Fraudulent use of payment cards and SIM cards/Aggression

- original copy of the complaint submitted to the competent authorities of the place where the event occurred, within 48 hours from when the event occurred, along with a detailed list of the stolen or damaged items, and documentation/proof of possession certifying their value at the time of the event, brand, model and approximate date of purchase.
- in the case of theft, copy of the complaint sent to the hotel manager or the carrier who was entrusted with the luggage;
- in the event of theft of personal effects from the boot of the car, the Insured shall be obliged to produce photos
  of the forced entry (photos of the damage, any invoice to repair the lock)
- list of the items with dates and values of purchase and relevant documentation proving possession by the Insured (receipts and invoices);
- original invoices, receipts or bills, complete with the tax data (VAT number or tax code) of the issuers and the
  persons receiving the receipts, showing the value of the damaged or stolen goods and their date of purchase;

- invoice for repair or declaration of the irreparability of the damaged or stolen items drawn up on headed paper by a dealer or a specialist in the field;
- report of fraudulent use and evidence of fraudulent use, in the case of fraudulent use of SIM cards and bank cards;
- report of assault and evidence attesting to damage to personal belongings and cash withdrawals, in the case of aggression.

# - Late or non delivery of luggage by the airline carrier

- a Property Irregularity Report, made immediately at the airport office specifically designated to deal with lost luggage claims;
- copy of the air ticket and luggage ticket;
- the reply from the airline stating the date and time of the delayed delivery or failure to find the luggage, and the amount paid under its jurisdiction;
- detailed list of the not returned or removed objects and documentation demonstrating their value at the time of the event, also the brand, model, approximate date of purchase;
- original receipts for the purchase of essential goods with detailed list of purchases;
- a copy of the payment receipt attesting the hiring of buggies or pushchairs.

#### **■** Third Party Liability

- written request of the other party with the quantification of the damage;
- witness statements, if any;
- a description of the event, an indication of the consequences, the personal details of the injured party and any witnesses, date, time and place of occurrence.

# ■ Reimbursement of expenses in crisis situations

- the cause of the interruption or change;
- payment receipt for the transport ticket;
- payment receipt for hotel accommodation;
- original unused travel tickets.

# **■** Trip Cancellations and Travel Inconveniences

#### - Cancellation or changes to the trip

- copy of the documentation objectively proving the cause of the waiver/change;
- in the event of illness or accident, first aid and medical certificate showing the date of the accident or the onset of the disease, the specific diagnosis and prognosis;
- documentation proving the link between the Insured and any other person who has issued the waiver;
- if hospitalised, complete copy of the medical record;
- receipts (deposits, balance, penalty) for payment of the trip;
- copies of the contract and travel documents;
- copy of the booking statement of the reservation and penalty issued by the organizer of the Trip;

#### - Reimbursement of the excess for damage to a hired vehicle

The claim must be accompanied by a copy of the accident report and documentation proving the remaining cost borne by the Policyholder or Insured Party in terms of Excess/Deductible.

#### **SPECIAL CONDITIONS**

# POLICY PREMIUM

For further clarification of the provisions of the insurance conditions, it is noted that the policy rate provides for the following daily premiums:

- Euro 0.67 day/presence

#### SUBJECT OF THE INSURANCE

- definition "Insured": The subject whose interest is protected by the insurance or the natural person residing in one of the adhering countries to the European Union or Switzerland or registered with AIRE in his capacity as:
- a) Student, trainee or recent graduate who is enrolled in an international mobility program promoted by the contracting University and who travels abroad during the entire course of study and/or in the 12 months following graduation
- b) Employee, professor, technical-administrative staff, professional and collaborator of the contractor
- definition "Business trip/Professional transfer/Mission": any provisional and temporary movement of the Insured for:
- a) Business reasons, or
- b) Reasons for study, including internships, in the context of international mobility programs promoted by the contracting party, by the municipality of residence or by the headquarters of the contracting University towards any other country in the world, until his/her return to the place of departure. Transfers for leisure trips are included, provided they are made in the days immediately preceding or following the Business Trip, in the countries that can be insurable under this contract, without returning to the ordinary place of work
- maximum travel duration: 365 days
- term envisaged for the communication of the adjustment data: 90 days
- as a partial derogation from the provisions of art. 20 Effectiveness, it should be noted that the guarantees are effective from the beginning of the business or study trip or internship until the end of the trip itself, provided that it is not after the expiry of the Policy and provided that the Insured has maintained the status of student, trainee, recent graduate, employee, professor, technical-administrative staff, professional as well as collaborator at the Contracting University. The policy ceases in relation to the individual Insured when:
- Terminates the employment relationship for employees, or the collaboration relationship for professors, technical-administrative staff and the professionals, or
- is no longer enrolled as a student (except for new graduates) or trainee at the Contracting University. The Contracting University is exempt from the prior communication of the personal details of the Insured Persons and the administrative registers as well as any other suitable documentation available to the Contracting University will prove the effective transfer.

The Contracting University is exempt from reporting any physical defects, infirmities or mutilations from which the Insured were affected at the time the contract was stipulated or which may subsequently occur.

Compensation is paid in Euros within the European Union. In the case of expenses incurred outside the countries adhering to the Euro, the reimbursement will be calculated at the exchange rate noted by the European Central Bank relating to the day on which the Insured incurred the expenses

- as a partial exception to the provisions of the exclusions relating to the guarantee H. Civil liability towards third parties - RCT, the aforementioned coverage also operates during teaching activities at the foreign university This policy applies exclusively to business trips to the world (excluding the USA, Mexico and Canada) and also covers policyholders who may already be on a business trip for the policyholder at the effective date of the policy.

Firm and unchanged the rest

# PERSONAL DATA PROCESSING CONSENT FORM

Pursuant to articles 13 and 14 of EU Regulation 2016/679 (on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) the Interested Party (client/policy holder/signatory of the collective policy/insured party/jointly insured party/beneficiary/

#### their interested parties) is informed of the following.

#### PRELIMINARY REMARK

This notice is provided by the insurance company (data controller) also in the interest of the other data controllers within the framework of the so-called "insurance chain", pursuant to the decree of the Personal Data Protection Authority of 26 April 2007 (web document No). 2

## 1. IDENTITY AND CONTACT DATA OF THE DATA CONTROLLER

Inter Partner Assistance S.A. - General Agent for Italy, registered office in Rome, Via Carlo Pesenti No 121, VAT number 04673941003 – Tax I.D. 03420940151, Tel: +39 06/42118.1.

#### 2. CONTACT DATA OF THE DATA PROECTION OFFICER (DPO)

The Interested Party can contact the data protection officer (DPO) of the insurance company, the data controller, by writing to the following contacts:

- by post: Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia Via Carlo Pesenti n. 121 00156 Roma;
- by e-mail: <a href="mailto:privacy@axa-assistance.com">privacy@axa-assistance.com</a>

#### 3. CATEGORIES OF PERSONAL DATA THAT ARE THE SUBJECT OF THE PROCESSING

The following categories of personal data of the Interested Party are the subject of the processing only and exclusively for the purposes specified below:

- data identifying the Interested Party, such as for example: first name and surname, place and date of birth, place of residence and domicile, details of identity document, tax I.D.;
- b. sensitive data of the Interested Party strictly necessary for performing the signed agreement.

# 4. METHOD OF PROCESSING

The personal data are processed manually or with electronic, information-technology and computer instruments with logics strictly linked to the purposes and anyway in such a manner as to ensure the security and confidentiality of the data.

## 5. PURPOSES AND LEGAL BASIS OF THE PROCESSING

The processing of the personal data has the following purposes:

a) purposes strictly connected and instrumental to the offer, finalisation and performance of the signed agreement (including any renewals) regarding both insurance and re-insurance and the connected and instrumental activities in which Inter Partner Assistance S.A. - General Agent for Italy is authorized to engage by current legal regulations (e.g. payment of premiums, handling and settling claims), spreading risk by coinsurance or re-assurance and the prevention, identification and/or prosecution of fraud, including insurance fraud and the relative legal action; compliance with legal obligations and regulations, Community regulations, requirements set by authorities empowered by law or by supervisory and control bodies.

For the purposes of letter a), data processing is deemed to be allowed inasmuch as it is necessary for performing the agreement to which the Interested Party is a party (in his or her own right or as the representative of a legal person or in order to perform pre-contractual steps relating to this agreement. Processing is also deemed to be allowed if the Interested Party has given his or her consent to the processing of personal data, including sensitive data, for the aforesaid purposes. Without the Interested Party's revocable consent to use the data, we will not be able to provide the Interested Party with the aforementioned services, insurance services and/or products

# 6. RECIPIENTS/CATEGORIES OF RECIPIENT OF PERSONAL DATA

Recipients of the personal data of the Interested Party are above all employees and/or collaborators of the data controller, who are part of the internal organisation who process the gathered exclusively for the purposes of the respective tasks (e.g. Claims Department, Complaints Department, Back Office and Underwriting Department), in conformity to the instructions received from the data controller and on the data controller's authority. Recipients of the personal data of the Interested Party fall into the following categories of third parties outside the organization of the data controller, to whom the personal data must be communicated. These parties act as independent data controllers unless they have been appointed as processing supervisors.

For the purposes of point 5 a), these parties are:

- a. Other parties in the insurance industry (so-called "Insurance chain") such as insurers, coassurers and re-insurers, insurance brokers (and relative brokerage staff);
- b. professionals, consultants, studios or companies operating in the field of professional consultancy and assistance such as legal practices, trusted physicians, privacy consultants, money-laundering consultants, tax consultants, fraud consultants/companies, debt recovery professionals/companies, companies monitoring/controlling the quality of insurance proposals and placement of insurance agreements, etc;
- c. parties engaged in activities connected and instrumental to the performance of the signed agreement and the handling and settlement of the claim such as: storage, management, filing and destruction of documentation on dealings with clients and non-clients; transmission, envelope stuffing, transport and sorting of correspondence to clients; client assistance activities (e.g.: call centres, help desks); remote offering and placement of insurance policies (outside call centres); handling, settlement and payment of claims; back-office administration of policies and support for the management and collection of premiums;
- d. consortium association organisms of the insurance industry (e.g. ANIA) or financial sector with which the data controller or the insurance chain are registered;
- e. companies of the group to which the data controller or other data controllers of the insurance chain belong (holding companies, subsidiary and affiliated companies, also indirectly subsidiary and affiliated companies, in compliance with current legal provisions);
- f. other parties to which the data have to be communicated by law, such as for example: IVASS, Banca d'Italia UIF (Financial Information Unit), Inland Revenue, the courts, the police.

Personal data will not be disseminated.

### 7. TRANSFERRING PERSONAL DATA TO RECIPIENTS LOCATED IN THIRD COUNTRIES

If it is necessary to transfer data, also sensitive data, to a place outside the European Unit, Inter Partner Assistance S.A. - General Agent for Italy,

guarantees a level of data protection similar to that required by Italian and European data protection law and in line with the transfer regulations.

#### 8. PERIOD OF STORAGE OF PERSONAL DATA

The personal data will be stored for the entire time necessary for the purposes indicated above and in compliance with current regulations. Some personal data will be stored also after the termination of the agreement, in particular for the purpose of settling disputes and current or future legal processes, maintaining records of our services and in all cases protecting rights in dealings with judicial authorities and in all judicial and extrajudicial cases. The personal data will be processed securely and confidentially and will be maintained accurate and updated for the period of use authorized here. At the end of the storage period, the personal data will be made anonymous or destroyed.

#### 9. RIGHTS OF THE INTERESTED PARTY

The Interested Party is entitled to ask the data controller:

- a. access to;
- b. rectification of;
- c. erasure of:
- d. limitation to the processing of the personal data.

The Interested Party always has the following rights in relation to the data controller:

- e. right to oppose processing of personal data;
- f. right to data portability for data relating to the Interested Party. The "right to data portability" is the right to receive in a structured format of common use that is readable by an automatic device the personal data supplied to the data controller, and the right to transmit these data to another data controller without impediment by the data controller to whom the data have been supplied;
- g. right to revoke consent at any moment without prejudicing the legality of the processing based on the consent given prior to revocation. The Interested Party has lastly the following right:
- h. right to complain to the Personal Data Protection Authority about infringements of personal data protection regulations. The complaint can be lodged with the Personal Data Protection Authority using the method that the Interested Party deems to be most appropriate, and be delivered by hand to the Personal Data Protection Authority (to the address indicated below) or be sent by
  - 1. registered letter with advice of delivery to: Garante per la protezione dei dati personali Piazza di Monte Citorio, 121 00186 Roma;
  - 2. to the email address: <a href="mailto:garante@gpdp.it">garante@gpdp.it</a>, or certified email: <a href="mailto:protocollo@pec.gpdp.it">protocollo@pec.gpdp.it</a>;
  - 3. fax to the number: +39 06/696773785.

# 10. SOURCE FROM WHICH THE PERSONAL DATA ORIGINATED

The data controller obtains the personal data by collecting them directly from the Interested Party or from its (internal and external) insurance brokerage staff or outsourcers who come into contact with the Interested Party (who act as outside data processors).

#### 11. INFORMATION ON AUTOMATED DECISION-MAKING PROCESSES AND PROFILING

The gathered personal data are not the object of automated decision-making processes and are not subject to profiling. Our cookie policy on cookies is set out on our website and provides information on the use of cookies. During first access to the website of the data controller, consent to the use of cookies will be requested in compliance with the relative policy that can be accessed by the link on the homepage.

#### 12. DATA ON MINORS

Some information on minors may be gathered and used by the data controller in relation to the signing of the agreement or the provision of the service.