

# "Federalberghi Penisola Sorrentina"

Insurance Conditions relative to the Policy stipulated by and between



Europ Assistance Italia S.p.A.



Europ Assistance Italia S.p.A. having its registered office in Piazza Trento 8, Milan – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 2 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A. (hereinafter referred to as Europ Assistance)

**GIOVANNI ACAMPORA S.N.C.** con sede in Sorrento, in Via Nastro Verde, 23 – P.IVA 01236341218 in the favour of the customers of the Contracting Party, thereby meaning the Insured Parties in accordance with Art. 1891 of the Italian Civil Code

Version 21.09.2020

CARD N° ACAM + BOOKING NO

## INSURANCE CONDITIONS FORM 20253

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### Art. 1. - OTHER INSURANCE POLICIES

You may be insured with several insurance companies for the same Risk. **If a Claim occurs, you must inform all the insurance companies with which you are insured for the same Risk, including Europ Assistance, of the existence of other insurance companies covering the same Risk. In this case, Art. 1910 of the Italian Civil Code applies.**

*Art. 1910 of the Italian Civil Code aims to prevent the Insured Party, with more than one insurance policy covering the same Risk taken out with different companies from receiving a total sum greater than the damage suffered. For this reason, in the event of a claim, the Insured Party must inform each company of all the insurance policies taken out with the others, for the same Risk.*

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

The Insurance Conditions are regulated by the Italian law. Italian law shall apply to all the matters not specifically written in these Insurance Conditions and for all the rules of jurisdiction and/or competence of the court.

#### Art. 3. - TIME LIMITS

**All your claims against Europ Assistance are time-barred within two years of the date of the Claim. In civil liability insurance, the two years commence from the day on which the injured party sued you or asked you for compensation. In this case, Art. 2952 of the Italian Civil Code applies. If a claim is filed, you are required to interrupt the time limit in writing.**

*E.g.: if the Insured Party reports a Claim beyond the maximum term of two years established by the Italian Civil Code, he/she will not be entitled to Compensation.*

#### Art. 4. - PAYMENT CURRENCY

In Italy, you receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the reimbursement by converting the amount of expenses you have had into Euro. Europ Assistance calculates the compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

#### Art. 5. - PROFESSIONAL SECRECY

You must release all physicians needing to examine your state of health from their obligation of professional secrecy with regards to Europ Assistance.

#### Art. 6. - PERSONAL DATA PROCESSING

**Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. You undertake to provide these persons with the Data Processing Disclosure and to obtain their written consent to the processing of their health-related data for insurance purposes. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure.**

### SECTION I – DESCRIPTION OF COVER



What is insured?

#### Art. 7. - SUBJECT OF THE INSURANCE

##### A) ASSISTANCE COVER

##### ASSISTANCE DURING TRAVEL (SOLELY IN THE EVENT OF ILLNESS AND/OR INJURY)

###### • MEDICAL CONSULTATION

If you become ill and/or suffer an injury while travelling, you can request a medical opinion over the telephone.

The physicians will use the information you give them to assess your health.

**This opinion is not a diagnosis.**

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

###### • SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY

You can request this provision only after having had a MEDICAL CONSULTATION. If you are in Italy and need a medical check-up or ambulance, the Organisational Structure sends an authorised chosen physician to your domicile, where you are lodging during travel.

When no physician can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

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

*The provision can be supplied during the following hours:*

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day.

###### • INDICATION OF A SPECIALISED PHYSICIAN ABROAD

You can request this provision only after having had a MEDICAL CONSULTATION. If you are abroad and want to know who your nearest physician is for a specialist appointment, the Organisational Structure will provide you with the physician's name, subject to local availability.

###### • RETURN FOR HEALTH REASONS

You may request a Return for Health Reasons when, after an injury and/or sudden illness, the Organisational Structure physicians, together with the physicians in situ, decide that you can be transferred

- to an equipped Healthcare Institute in the place where you are located or
- to an equipped Healthcare Institute in the place where you have your residence or
- to your place of residence.

**The final decision is in any case that taken by the Organisational Structure's physicians.**

Europ Assistance organises and pays for your return for health reasons in the most appropriate time and manner.

The transport means are:

- medical aeroplane; which is used, when available, only if you reside in Italy and when the injury takes place in a European country or country of the Mediterranean Basin.
- economy class flight, including with a seat for a stretcher if you need to lie down;
- first class train, with sleeper if necessary;
- ambulance.

The Organisational Structure also provides medical or nursing care during return travel if your physicians consider it necessary.

You can request transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat your illness, when you are hospitalised at a local structure that is inadequate to treat your pathology, the Organisational Structure will arrange the transfer, in the way and within the time considered most appropriate by the physicians of the Organisational Structure, after consulting with the attending physician.

In this case, Europ Assistance will pay for the costs in your stead, up to a **maximum of Euro 7,500.00.**

Europ Assistance may ask you for your unused return travel ticket.

In the event of death, the Organisational Structure will arrange for transport of the body to the place of burial in the country of residence or nearest international airport. **The final decision is in any case that taken by the Organisational Structure. Europ Assistance only pays for the costs for transporting the body.**

• **RETURN WITH AN INSURED FAMILY MEMBER**

If, in organising the provision of a "Return for Health Reasons", the Organisational Structure's physicians should not believe that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany him/her to the place of hospitalisation or residence, the Organisational Structure will also arrange for the family member to return, using the same means as you. Europ Assistance shall have the right to request any travel tickets not used for the return of the family member. **Europ Assistance will pay only the costs of the ticket for your insured family member's return, in your place.**

• **RETURN OF OTHER INSURED PARTIES**

*You can only request the Return of other Insured Parties following a "RETURN FOR HEALTH REASONS".*

If the other insured parties travelling with you are objectively unable to return home with the means of transport envisaged and/or used at the start of travel, the Organisational Structure shall book a ticket for them to return to their residence.

All costs for the tickets will be paid by Europ Assistance up to a maximum of **Euro 200.00** per insured person.

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

• **TRAVEL OF A FAMILY MEMBER**

You may ask for a family member to reach you if you are hospitalised during travel in a Healthcare Institute for more than 7 days and need their help.

The Organisational Structure will book a ticket for your family member resident in Italy to reach you, so that they can be with you.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

• **ACCOMPANIMENT OF CHILDREN**

You can ask that children aged under 15 travelling with you are accompanied if you are injured or ill or if, for reasons beyond your control, you are unable to take care of them.

The Organisational Structure will book a return ticket for a family member. This return ticket serves to reach the children and take them back to their place of residence.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

• **RETURN OF THE CONVALESCENT INSURED PARTY**

You may ask to return to your residence if you are convalescent after an injury or illness and cannot use the means you had initially envisaged for your return.

The Organisational Structure will book a ticket for you.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket, in your place.**

Europ Assistance may ask you for your unused return travel ticket.

• **EXTENSION OF THE STAY**

You can ask to extend your stay if a medical certificate confirms that the illness or injury prevents you from returning home on the date you had planned. In this case, the Organisational Structure will book a hotel for you.

**Europ Assistance will pay for the room and breakfast costs for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured insured party.**

• **INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD**

**(the provision only applies to residents in Italy)**

You can request information about the medicinal products when you are abroad and fall ill and/or become injured and need information on proprietary medicines that are validly registered in Italy; in this case, the Organisational Structure will let you know which medicinal products coincide, if such exist, and are available locally.

• **INTERPRETER AVAILABLE ABROAD**

You can ask for an Interpreter if you are hospitalised in a healthcare institute abroad and have difficulty communicating with the physicians, **because** you do not speak the local language.

The Organisational Structure will send an interpreter to the hospital for daily discussions with the Healthcare Institute physicians.

**Europ Assistance pays the costs of the Interpreter up to a maximum of 8 working hours.**

• **ADVANCE OF EMERGENCY EXPENSES**

**(the provision only applies to residents in Italy)**

You can have an advance on emergency expenses if you have suffered:

- an injury
- an illness
- theft, robbery, bag-snatching or failure to deliver your luggage

or have had to pay for unforeseen costs you cannot afford.

The Organisational Structure will advance payment of the invoices for you, in situ, **up to a maximum of Euro 5,000.00.**

**When the total of the invoices exceeds Euro 150.00, Europ Assistance may decide to advance you a larger amount of money, if you can provide an economic guarantee.**

The Organisational Structure will guarantee you an Advance of Emergency Expenses if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

**Please note:**

*You will need to repay the full amount advanced within a month of the date of the advance.*

*If you fail to do so, you will also pay interest at the current legal rate.*

• **EARLY RETURN**

You can request an early return, ahead of schedule. This applies when a result of the death or hospitalisation with imminent life-threatening emergency involving one of the following family members: spouse/live-in companion more uxorio, son/daughter, brother, sister, parent, mother/father-in-law, son/daughter-in-law.

The date of death must be stated on the death certificate issued by the registry office.

**Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket for you to allow you to reach the place of burial or where your family member is hospitalised.**

If you are travelling with a child, the Organisational Structure will bring both back, as long as the child is also insured.

If you are travelling with a vehicle and cannot use it to return early, the Organisational Structure will also provide you with a ticket to head back and collect it on a later date.

*You will need to send Europ Assistance the death certificate or documents proving the hospitalisation for a life-threatening emergency of your family member within 15 days of the event that required you to return early.*

• **ADVANCE OF CRIMINAL BAIL ABROAD**  
**(the provision only applies to residents in Italy)**

**You can request the advance of criminal bail if you are abroad and have been arrested or threatened with arrest and need to pay criminal bail to be restored to freedom.**

The Organisational Structure will advance payment of bail for you, directly in situ, **up to a total maximum value of Euro 15,000.00.**

**Under no circumstances will Europ Assistance pay more than Euro 15,000.00. The provision shall apply when you can provide an economic guarantee.**

The Organisational Structure will guarantee you an Advance of Criminal Bail if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

**Please note:**

*You will need to repay the full amount advanced within a month of the date of the advance.*

*If you fail to do so, you will also pay interest at the current legal rate.*

• **INDICATION OF A LAWYER ABROAD**

You may ask for the indication of a lawyer if you are arrested or risk being arrested abroad.

The Organisational Structure will indicate the lawyer to you in accordance with local rules and availability. This applies in countries where Europ Assistance has branches or representatives.

**This is an indication of a name only; you will pay for the costs of the lawyer.**

• **SENDING OF URGENT MESSAGES**

You can ask to send a message when, due to an illness and/or injury, you are unable to deliver urgent messages to people resident in Italy; in this case, the Organisational Structure will arrange for the notification of the message to the addressee.

The Organisational Structure is not responsible for the messages sent.

**VEHICLE ASSISTANCE**

• **ROADSIDE ASSISTANCE SERVICE**

If, during travel, the vehicle in which you are travelling stops due to a failure and/or accident and can no longer move, call the Organisational Structure.

The Organisational Structure will send you where you stopped a roadside assistance vehicle.

The breakdown truck transports the vehicle from the location of the stop:

- to the nearest Authorised Europ Assistance Centre;
- to the nearest customer service workshop of the relevant Manufacturer or the nearest mechanic;
- to a place you indicate, provided it is located within 50 kilometres (round trip) from where the vehicle stopped.

**Europ Assistance shall pay the cost of towing the vehicle to any of the destinations listed above and/or within the distance envisaged, per claim, in your place.**

**Please note! Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.**

• **RECOVERY**

If, during travel, the vehicle in which you are travelling cannot restart:

- due to a flat battery or failure to start in general

- if you have lost the keys or they have broken
  - due to a puncture, call the Organisational Structure.
- The Organisational Structure will send you a roadside assistance vehicle. If possible, the assistance vehicle will repair the vehicle in situ. Europ Assistance **will pay, in your place**, the rescue **expenses** as long as the supplier is **within 20 km of the place where the vehicle has stopped**. If not, the "Roadside Assistance" service shall apply.

#### ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME

- **MEDICAL CONSULTATION**

When a Family Member who has remained at home, becomes ill or injured and needs to have their health assessed, they can call the Organisational Structure physicians and ask for a telephone consult. The Family Member shall inform the Organisational Structure of the reason for the request and provide a contact telephone number. **This opinion is not a diagnosis.**

- **SENDING OF A PHYSICIAN OR AMBULANCE IN ITALY**

You can only request this provision when a MEDICAL CONSULT has been requested for your family member.

If you are in Italy and a Family Member needs a medical check-up or an ambulance, the Organisational Structure sends a chosen and affiliated physician to your home. When no physician can come personally, the Organisational Structure will take you by ambulance to the nearest, specialised medical centre.

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

*The provision can be supplied during the following hours:*

- Monday to Friday, from 20:00 to 08:00
- Saturdays, Sundays and public holidays, 24 hours a day.

#### B) COVID ASSISTANCE COVER

You may request that Europ Assistance provide the following services in the event of Covid-19 epidemics/pandemics during Travel, directly affecting:

- you;
- a family member travelling with you, as long as they are insured;
- a travel companion, as long as insured.

#### COVID-19 PRE-INFECTION ASSISTANCE

The assistance services are supplied up to once per Insured Party, per type within the period of insurance cover.

- **COVID-19 HEALTH INFORMATION**

If you need to receive general information on Covid-19, please contact the Organisational Structure. The Organisational Structure will provide you with:

- Information on how to prevent becoming infected;
- Instructions on the symptoms to look for;
- Guidance on the laws to follow.

**Please note!**

The information you receive when you contact the Organisational Structure is general and should in no way replace a physician's diagnosis.

This is a service that Europ Assistance offers free of charge.

- **COVID-19 INFECTION RISK ASSESSMENT**

If you are in difficulty and need to have your health evaluated because you suspect you may be at risk of Covid-19 you may contact the Organisational Structure. The Organisational Structure conducts a triage by telephone to direct you on how to proceed.

**Please note!**

The information you receive during the telephone triage is not a diagnosis and in no way replaces a physician's evaluation. If you suspect you have contracted Covid-19, contact your family physician, the physician on call or the dedicated emergency numbers.

This is a service that Europ Assistance offers free of charge.

#### COVID-19 POST-INFECTION ASSISTANCE

- **COVID-19 HEALTH INFORMATION**

If you have been hospitalised for at least 7 consecutive days with Covid-19 and need:

- Information on the procedures to follow at home,
- Instructions on the symptoms to look for,
- Guidance on the laws to follow,

you may contact the Organisational Structure which will provide you with the information you need.

**Maximum Cover:**

You may request the Service up to two times in the 20 days following your discharge from the Healthcare Institute.

**Please note!**

The information you receive when you contact the Organisational Structure is general and should in no way replace a physician's diagnosis.

- **TELEPHONE TRIAGE**

If you have been hospitalised for at least 7 consecutive days with Covid-19 and need to have your health conditions evaluated, you may contact the Organisational Structure. The Organisational Structure conducts a triage by telephone to direct you on how to proceed.

**Maximum Cover:**

You may request the Service up to two times in the 20 days following your discharge from the Healthcare Institute.

**Please note!**

The information you receive during the telephone triage is not a diagnosis and in no way replaces a physician's evaluation. Furthermore, the telephone triage is provided to you on the basis of the information you give the Organisational Structure.

- **COVID-19 POST-RECOVERY MEDICAL CONSULTATION**

If you have been hospitalised for at least 7 consecutive days with Covid-19 and, after you have been discharged from the Healthcare Institute, need a medical consultation, you may contact the Organisational Structure. The Organisational Structure, via its physicians, will provide you with the medical consultation you require by telephone.

**Maximum Cover:**

You may request the Service up to two times in the 20 days following your discharge from the Healthcare Institute.

**Please note!**

The medical consultation is provided to you on the basis of the information you give the Organisational Structure and, given the ways in which the Service is provided, it cannot be considered a diagnosis.

- **COVID-19 POST-RECOVERY PSYCHOLOGICAL CONSULTATION**

If you have been hospitalised for at least 7 consecutive days with Covid-19 and, after you have been discharged from the Healthcare Institute, need psychological support, you may contact the Organisational Structure. The Organisational Structure will arrange for a consultation with a specialist by telephone.

**Maximum Cover:**

You may request the Service up to three times in the 20 days following your discharge from the Healthcare Institute.

**Please note!**

The psychological consultation is provided to you on the basis of the information you give the specialist and, given the ways in which the Service is provided, it cannot be considered a diagnosis.

- **CONVALESCENT CARING VIA TELEPHONE**

If you have been hospitalised for at least 7 consecutive days with Covid-19 and, after you have been discharged from the Healthcare Institute, need to be comforted, you may contact the Organisational Structure. Based on your needs, the Organisational Structure will establish a schedule of telephone calls for the duration of potential loneliness.

The Organisational Structure will agree with you on the best time for the calls, between 09:00 and 18:00 and will contact you **once a day for up to 20 days**.

The Organisational Structure will attempt to call three times each day and, if you cannot be reached, it will alert a relative or the person you have indicated.

#### COVID-19 QUARANTINE ASSISTANCE DURING TRAVEL

- **DELIVERY OF STAPLE FOODS DURING QUARANTINE**

If you are forced to quarantine because you have been infected with Covid-19 and need staple foods, but your attending physician has ordered you not to leave the Hotel, you may contact the Organisational Structure. The Organisational Structure will arrange for the delivery of the food you have ordered and paid for.

**Maximum Cover:**

You may request up to one delivery per week for up to two weeks. You must pay for the staple foods directly before delivery.

**Please note!**

- The application of the Service is subject to the limits and provisions imposed by the local Government Authorities to contain and prevent the spread of Covid-19 throughout the country and is valid only in Italy.

- **DELIVERY OF PHARMACEUTICALS**

If you are forced to quarantine because you have been infected with Covid-19 and need medicine and/or medical items, but your attending physician has ordered you not to leave the Hotel, you may contact the Organisational Structure. After having collected the prescription, the Organisational Structure will arrange for the delivery of the items prescribed by the attending physician.

**Maximum Cover:**

You may request up to one delivery per week for up to two weeks. You must pay the cost of the medicine and/or medical items directly.

**Please note!**

- The application of the Service is subject to the limits and provisions imposed by the local Government Authorities to contain and prevent the spread of Covid-19 throughout the country and is valid only in Italy.

#### MEDICAL EXPENSES COVER

Europ Assistance shall pay in your place (if the technical/practical conditions are met) or reimburse you for **urgent medical/pharmaceutical/hospital expenses that cannot be postponed**, which you incur at the place of the claim, **during the time of your stay at the Hotel**, in the following cases and with the following maximum cover:

- if you have been affected by a **sudden illness or injury not due to the Covid-19 epidemic/pandemic**, up to a **maximum cover of Euro 5,000.00**.
- if you have been affected by an **illness resulting from the Covid-19 epidemic/pandemic** confirmed by positive tests, up to a **maximum cover of Euro 1,000.00**.

**The maximum cover is per Insured Party and per period of the term of the insurance cover.**

Europ Assistance will pay in your place or reimburse you for medical/pharmaceutical/hospital expenses:

- if you have been hospitalised until discharge by the Healthcare Institute or until the Europ Assistance physicians believe you can return to your residence;
- if you have not been hospitalised, only the expenses you incurred during the term of the cover and that the Organisational Structure has authorised for you.

**Europ Assistance will pay you up to the above maximum amount:**

- fees for staying in the Healthcare Institute prescribed by the physician up to **Euro 250.00 per day per Insured Party**;
- expenses for urgent dental treatment that cannot be postponed, following an injury that took place during travel up to the limit of **Euro 250.00 per Insured Party**;
- only in the case of injury, the expenses for prosthesis repair up to the limit of **Euro 250.00 per Insured Party**;
- costs for search and rescue of up to Euro 500.00 per claim in Italy, the Republic of San Marino and the Vatican State City;
- only in the case of injury, the expenses for the treatment received when you return to your place of residence, within 45 days of the injury and up to the limit of **Euro 500.00**.

#### C) INDEMNITY COVER FOR HOSPITALISATION

If you were hospitalised for at least 7 consecutive days with Covid-19, Europ Assistance will pay you an Indemnity of **Euro 1,000.00 per Claim**.  
**The Cover is valid for one event during the term of the cover.**

#### D) PER DIEM COVER FOR CONVALESCENCE

If you were hospitalised for at least 7 consecutive days with Covid-19, Europ Assistance will pay you a Per Diem of **Euro 50.00 per day of convalescence prescribed by the attending physician at the time of discharge, for up to maximum of 20 days per Claim**.  
**The Cover is valid for one event during the term of the cover.**

#### E) EXTENSION OF THE STAY

If you and/or one of the people in the same room/unit test positive for Covid-19 during your stay at the Hotel, Europ Assistance will reimburse you for the cost of extending the stay (food and accommodations) **up to a maximum of Euro 500.00 per Insured Party and Euro 1,500 per room/unit**.

#### F) LUGGAGE COVER

##### 1. LUGGAGE AND PERSONAL EFFECTS

Europ Assistance indemnifies you for direct damage to property caused by:

- loss
- damage of your luggage during your stay at the Hotel, for which the hotelier is liable, **including the clothing you were wearing when you departed**.

**Europ Assistance will indemnify you up to a maximum of Euro 200.00 per claim and per term of the policy, with a limit of Euro 100.00 per item constituting your luggage, including bags, cases and rucksacks. Europ Assistance considers bags, cases and rucksacks as a single object.**

**Europ Assistance pays you per claim and per period of the term of the policy: up to 50% of the above-specified maximum cover, for:**

- damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses.

**Photo-video-optical equipment** (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) **are considered as a single item.**

- **up to 30% of the above-specified maximum cover for:**
- cosmetics, medicinal products, sanitary items;
- jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects, only if worn or delivered to the hotel's custody.

#### G) TRAVEL CANCELLATION COSTS COVER

You can request this cover when you need to cancel or alter the entire travel booking for reasons or events that **can objectively be documented, which are unexpected and not known to you at the time of travel confirmation**, affecting:

- you and/or your family members directly.
- You can request this cover when you need to cancel or alter the entire travel booking after testing positive for Covid-19, confirmed by positive tests, affecting:
- you and/or your live-in family members directly;

- your travel companion directly.
- Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you
  - to your family members;
  - to one of your travel companions.
- and, as long as they are insured and registered in the same booking:
- to your family members;
  - to one of your travel companions.
- If several Insured Parties are listed in the same booking to travel together and at the same time, and none are members of your family unit, you shall specify only one person as "travel companion".

Europ Assistance shall reimburse you for the entire penalty charged due to cancellation of the entire booking up to a **total maximum cover of Euro 15,000.00 per travel booking**. There will be no pro rata reimbursements.

**Europ Assistance does not reimburse:**

- booking handling costs;
- ticketing.

**Please note!**

**This cover envisages a Percentage Excess charge. See Article "Limitations of Cover" of Section II.**

**The Percentage Excess does not apply:**

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding Day Hospital and Accident and Emergency)
- in the event of death.



#### Where is the cover valid?

##### Art. 8. - TERRITORIAL SCOPE

These are the Countries where the claim takes place and for which cover can be requested. Specifically, Italy, the Vatican City and the Republic of San Marino.



#### When does cover start and end?

##### Art. 9. - START DATE AND TERM

Except for that specified below, cover is effective from start of travel until its end. The start of Travel is the time of check-in at the Hotel and the end is the time of check-out from the Hotel.

The Travel Cancellation Costs Cover begins with the date when the Travel is booked and ends when the Travel starts. The start of Travel is the time of check-in at the Hotel.

Vehicle Assistance Services begin 48 hours prior to check-in and expire upon check-in at the booked Hotel. Subsequently, they are effective from the date of check-out until the Insured Party returns home and, in any case, within 48 hours.

Assistance Services to family members staying at home begin with on start date of your travel/stay and remain in force until its end.

## SECTION II – EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

##### Art. 10. - EXCLUSIONS

###### • GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- wilful misconduct or gross negligence;
- flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

The following cases are also excluded:

- failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin.

Furthermore, the cover does not include consequences due or attributable to quarantines or other measures restricting free movement ordered by the competent authorities to isolate the municipality/extended areas in which the Hotel where you are staying is located.

###### • EXCLUSIONS FROM INDIVIDUAL COVER

ASSISTANCE COVER also excludes claims consequent to the following:

- automotive, motorcycle or motor boat races and related tests and training;
- mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- removal and/or transplant of organs;
- abuse of alcohol or psychological drugs;

- g. illness/injury deriving from the HIV virus;
- h. use of mind-altering and hallucinogenic substances;
- i. not being authorised to drive the vehicle in accordance with applicable law provisions;
- j. attempted suicide or suicide;
- k. air sports in general, the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, paragliding and similar, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of bravado, injuries suffered as a consequence of professional sports or sports played in any case in a non-amateur manner (including competitions, races, trials and training);
- l. epidemics or pandemics on the basis of that declared by the World Health Organisation;
- m. anything else not specifically indicated in the individual covers.

**THE FOLLOWING EXCLUSIONS ALSO APPLY TO THE INDIVIDUAL PROVISIONS:**

• **RETURN FOR HEALTH REASONS**

The following are excluded:

- illness or injury that the Organisational Structure physicians consider does not prevent you from continuing your travel,
- illness or injury that can be treated on site,
- infectious diseases, when transport does not comply with national or international medical standards,
- discharge from the medical centre or hospital against the physicians' advice, for your own choice or that of your family members.

In the event of death, the following are excluded:

- costs for the funeral, to search for missing persons, recovery of the body and other costs not relating to transport;
- the transport of the body to places inaccessible to normal means of transport.

Transport, always in compliance with current provisions of Law, can be made using vehicles suitable for funeral transport (e.g. funeral cars).

Return to the place of residence is excluded if you do not reside in Europe and your travel is to a non-European country.

• **ROADSIDE ASSISTANCE SERVICE**

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

Tyre punctures or incorrect refuelling are not considered as failures and/or accidents.

• **RECOVERY**

The following are excluded:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

The COVID-19 ASSISTANCE COVER also excludes claims consequent to the following:

- a. epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19.

In addition, the MEDICAL EXPENSES COVER does not cover claims due to:

- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- c. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- d. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;
- e. injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);
- f. removal and/or transplant of organs;
- g. automotive, motorcycle or motor boat races and related tests and training;
- h. gross negligence;
- i. abuse of alcohol or psychological drugs;
- j. illness/injury deriving from the HIV virus;
- k. use of mind-altering and hallucinogenic substances;
- l. attempted suicide or suicide;
- m. non-Covid-19 epidemics or pandemics on the basis of that declared by the World Health Organisation;

- n. medical expenses related to medical checks for Covid-19 required by the destination Country/Region/Area on arrival;
- o. anything else not specifically indicated in the "Medical Expenses" cover.

Europ Assistance will also not pay you for:

- all the expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
- dental care expenses following sudden illness;
- costs for the purchase and repair of spectacles and contact lenses;
- orthopaedic and/or prosthetic device expenses following sudden illness;
- check-ups in Italy for situations consequent to illnesses that began during travel;
- transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation.

In addition, the INDEMNITY COVER FOR HOSPITALISATION and the PER DIEM FOR CONVALESCENCE do not apply in claims due to:

- a. epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19.

EXTENSION OF THE STAY COVER excludes:

- a. epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19;
- b. when you voluntarily extend your travel for personal reasons not connected with the Covid-19 epidemic/pandemic;
- c. greater costs for airline ticketing due to airport controls that did not cause the Extension of stay.

LUGGAGE COVER excludes:

- a. theft, theft with break-in, bag-snatching, robbery or fire affecting luggage;
  - b. damage to luggage during transport to the Hotel;
  - c. damage to sports equipment during use.
- The following are also not insured:
- d. mobile telephones, MP3 players, personal computers and tablets;
  - e. cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, ID cards, Passports and Driving Licences;
  - f. helmets, professional equipment.

For TRAVEL CANCELLATION COSTS COVER, you are not insured if cancellation depends on or is caused by:

- a. theft, robbery, loss of identification and/or travel documents;
- b. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia manic-depressive forms and related consequences/complications;
- c. state of pregnancy or consequent pathological situations in cases where conception was prior to the date on which travel was booked;
- d. injury, illness or death that occurs before the scheduled confirmation of travel;
- e. illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel was confirmed;
- f. consequences and/or complications of injuries that took place prior to confirming the travel;
- g. bankruptcy of the Hotel;
- h. cancellation by the Hotel;
- i. epidemics or pandemics on the basis of that declared by the World Health Organisation, except for Covid-19;
- j. failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident and Emergency) of a family member.

In addition, the cover excludes deposits and/or advances that are not justified by penalty documents valid for tax purposes.



Are there limits to cover?

**Art. 11. - INTERNATIONAL SANCTIONS**

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Indemnity/Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.

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

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

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

**Please note!**

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

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

**Art. 12. - LIMITS TO THE COVER**

**TRAVEL LIMITS**

You are not covered if you travel to a country, region or geographical area that a competent government authority in your country of residence, your destination country or host country has advised against visiting or staying, even temporarily.

**A) ASSISTANCE COVER**

**LIMITS TO INTERVENTION**

Europ Assistance does not provide you with Services in countries in a declared or de facto state of war, including those where war has been declared publicly. Such countries are those indicated on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza> which have a danger level of 4.0 or higher. Europ Assistance is also unable to provide you with the Assistance Services in countries where the local or international authorities do not allow in situ intervention, even if there is no risk of war.

**LIMIT TO LIABILITY**

Europ Assistance will not compensate damages:

- caused by the intervention of the Authorities of the country in which assistance is given,
  - consequent to any other random and unforeseeable circumstances.
- It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government Authorities.

**C) MEDICAL EXPENSES REIMBURSEMENT COVER**

**FIXED EXCESS CHARGE**

Europ Assistance applies a fixed excess charge **only when you have not been hospitalised and in cases of reimbursement.** The absolute fixed excess is **Euro 50.00.**

**H) TRAVEL CANCELLATION COSTS COVER**

**PERCENTAGE EXCESS CHARGES**

The cover includes a **20% excess charge** of the amount of the penalty, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death. If the penalty exceeds the limit to liability guaranteed, the percentage excess charge is calculated on the latter.

**Example of a fixed excess:**

if the agreed excess is a fixed amount of Euro 50.00: expenses lower than Euro 50.00 will not be compensated expenses amounting to more than Euro 50.00 will be reimbursed after a Euro 50.00 deduction (within the limits of the maximum cover).

|                  |             |        |
|------------------|-------------|--------|
| Specialist visit | Euro 150.00 |        |
| Fixed excess     | Euro        | 50.00  |
| Reimbursement    | Euro        | 100.00 |

**Example of percentage excess:**

|   |                                       |
|---|---------------------------------------|
| estimated amount of damages                                       | Euro 100.00                           |
| 20% excess  | Euro 20.00                            |
| indemnifiable/reimbursable damages within the limits to liability | Euro 80.00 (Euro 100.00 - Euro 20.00) |

**SECTION III – OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE**



**What are your obligations? What are your insurer's obligations?**

**Art. 13. - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

**FOR ALL COVER OTHER THAN ASSISTANCE**

You will need to report your claim in the following ways:

- access the portal <https://sinistrionline.europassistance.it> or the CLAIMS section of [www.europassistance.it](http://www.europassistance.it). Follow the instructions.

or

- by writing a letter sent recorded delivery with advice of receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office)** (indicating the cover for which you are reporting the claim) - **Piazza Trento, 8 20135 Milan**

You must provide the following data/documents:

- your name, surname and address;
- your telephone number;
- the Europ Assistance card number + case no.;
- the circumstances of the event;
- the date on which the claim took place;
- the place where you or the persons responsible for the claim can be contacted.

**The time frame for reporting the claim is indicated in the individual cover.**

**ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:**

**A) ASSISTANCE COVER and B) COVID ASSISTANCE COVER**

In the event of a Claim, you must immediately call the Organisational Structure at the following numbers, from Italy:

**800.069757**

or

**02.58246135**

If you are unable to call the Organisational Structure immediately, you must call as soon as possible and, in any case, always before taking any personal initiative.

**If you do not call the Organisational Structure, Europ Assistance may decide not to provide you with Assistance Services. In this case, Art. 1915 of the Italian Civil Code applies.**

**C) MEDICAL EXPENSES COVER**

In the event of a Claim, you must immediately call the Organisational Structure at the following numbers, from Italy:

**800.069757**

or

**02.58246135**

File a claim report **no later than sixty days of when the claim took place** and send the following data/documents:

- the Emergency certificate written on the place of the claim indicating the pathology suffered or medical diagnosis certifying the type of injury suffered and how it took place;
- a true copy of the original medical record, if you were hospitalised;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out;
- prescriptions for medicines with the original receipts for the purchase of the medicinal products;
- file on positive Covid-19 tests.

**D) INDEMNITY COVER FOR HOSPITALISATION and E) PER DIEM COVER FOR CONVALESCENCE**

File a claim report **within 3 days of when the claim took place** and send the following data/documents:

- copy of the receipt for payment of the booking of the room/unit with the Hotel showing the date of the stay;
- copy of the certificate of discharge, stating the reason for the hospitalisation and any days of convalescence.

**F) EXTENSION OF THE STAY COVER**

File a claim report **within 10 days of when the claim took place** and send the following data/documents:

- copy of the receipt for payment of the booking of the room/unit with the Hotel showing the date of the stay, the number of people occupying the room/unit and their names;
- document attesting to your positive Covid-19 test results and/or those of one of the people occupying the same room/unit;
- copy of the receipt for payment of the extension of the stay showing the number of days of extension, with the date and names of the people occupying the room/unit.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.  
This is established by the Italian Civil Code under Art. 1915.

## G) LUGGAGE COVER

### WHAT TO DO IN THE EVENT OF PROBLEMS WITH LUGGAGE

Please remember

- in the event of theft/loss, immediately make a report to the competent authorities of the place where the claim took place and to keep a true copy for Europ Assistance;
- send a written complaint to the hotelier or airline or other party responsible for the damages;
- in the event of airline liability, make a report in accordance with the procedures described by the airline at the time of the claim;
- within 60 days of the claim, send a claim report to Europ Assistance by accessing the portal <https://sinistronline.europassistance.it> or in any of the ways listed below

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

You must report the claim **within sixty days of its occurrence**. Send the following data/documents:

For the "Luggage" cover, send the following data/documents:

- copy of travel tickets or details of the stay;
- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- copy of the letter of complaint submitted to the hotelier or carrier responsible;
- proof of expenses incurred in having documents re-issued, if applicable;
- copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out, showing the value of the damaged or removed goods and their date of purchase;
- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

## H) TRAVEL CANCELLATION COSTS COVER

In the event of a Claim, you must notify the travel organisation or agency or carrier of your formal renunciation of the Travel and **make a report within and no later than 3 days of the occurrence of the cause of the renunciation and in any case by the Travel start date if the 3-day term falls after the Travel start date**.

If the renunciation and/or change are caused by illness and/or injury, the declaration must specify:

- the type of pathology;
- the pathology start and end.

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

- copy of the Europ Assistance card;
- original documentation able to provide objective proof of the cause of renunciation/change;
- documentation showing the connection between yourself and any party causing the renunciation;
- in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
- in the event of hospitalisation: a true copy of the original medical record;
- in the event of death, the death certificate;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- billing statement of confirmation as issued by the Travel Agency/Organisation;
- invoice relating to the penalty charged, issued by the Contracting Party and Travel Agency/Organisation;
- travel regulation and programme;
- travel documents (visas, etc.);
- travel confirmation contract.

If the travel is cancelled due to a positive Covid-19 test:

- results of the positive Covid-19 tests (swab and/or blood test);
- certificate of the Hospital where were hospitalised for Covid-19.

**For the claims management of all cover:**  
Europ Assistance may ask you for other documents if necessary to assessing the claim.  
You are obliged to provide them.

Art. 1915 of the Italian Civil Code: this article explains what happens to the Insured Party if he/she does not report the claim to his/her insurer in the time in which he/she requested it.

The insurer is required to compensate the Insured Party for an amount equal to the damage suffered by the Insured Party.

If the Insured Party deliberately acts in such a way as to cause or aggravate the damage, the insurer need not pay it.

If the Insured Party involuntarily causes or aggravates the damage, the insurer may pay less.

## Art. 14. - DAMAGE SURVEY AND CLAIMS SETTLEMENT CRITERIA

### D) INDEMNITY COVER FOR HOSPITALISATION, E) PER DIEM COVER FOR CONVALESCENCE, F) EXTENSION OF THE STAY COVER

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/Per Diem/refund due to you and informs you of it.

**Europ Assistance will pay you within 20 days of this notification.**

In the event of death, before Europ Assistance has paid the Indemnity/Per Diem/refund, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to Indemnity/Per Diem/refund by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Party in the event of a Claim".

## G) LUGGAGE COVER

### • CRITERIA

If an hotelier is liable for damage to your luggage, Europ Assistance will pay you up to the limit to liability envisaged in the Policy, supplementing the portion already reimbursed by the hotelier liable for the event.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation. If objects were purchased more than three months before the claim, their general wear and tear will be taken into account.

Under no circumstances will any emotional value be considered.

## COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) – e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (Insurance Supervisory Institution) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for complaints relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all the documents useful to providing a more complete description of the related circumstances.

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

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- **Mediation:** contact a Mediation Organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);
- **Assisted negotiation:** through a request made by your lawyer to Europ Assistance Italia S.p.A.

### **Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).**

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

### **Insurance disputes on medical matters (where envisaged by the Insurance Conditions).**

In the event of disputes relating to medical issues in connection with accident or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering accident or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

## HOW TO REQUEST ASSISTANCE

In order to receive Assistance Services, call the Europ Assistance Organisational Structure, which operates 24 hours a day. The Organisational Structure will give you full information to intervene or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

**IMPORTANT: do not take any initiative without first having called the Organisational Structure at:**

**800.069757**  
or  
**02.58246135**

You will need to provide the following information:

- Type of service requested;
- name and surname;
- address of the place where you are;
- telephone number.

If you cannot call the Organisational Structure, you can send: a fax to 02.58477201

In order to be able to provide the Cover envisaged in the Insurance Conditions, Europ Assistance needs to process your personal data and, as per EU Regulation 2016/679 on the protection of personal data, in order to process your health-related data, it needs your consent. By calling or writing to, or having someone else call or write to Europ Assistance, you freely consent to the processing of your health-related personal data as indicated in the Data Processing Disclosure you have received.

## DATA PROCESSING

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

Disclosure on the processing of personal data for insurance purposes  
(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

**Personal Data** is information about a person which enables said person to be distinguished from others. Personal Data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

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

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the Data Protection Officer c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

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

Europ Assistance Italia uses Your Personal Data, if necessary to managing COVER, including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the Policy, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the Policy, collect premiums, obtain reinsurance, perform controls and prepare statistics; Your Common Data, which may also relate to your position (geolocation), is processed to comply with the contract; in order to process, where necessary, Your Data relating to your health, you will need to give consent;
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of corporate property (e.g. buildings and computer instruments): Your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Policy and claim documents; to answer requests made by the Authorities, such as, for example, the Carabinieri (military police force), IVASS (Insurance Supervisory Institution): Your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

If you do not supply Your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for *insurance purposes* and, therefore, will also be unable to provide the COVER.

#### How does Europ Assistance Italia use Your Personal Data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies,<sup>[3]</sup> Europ Assistance Italia uses the Personal Data it has obtained from Yourself or other people (such as, for example from the Policy contracting party, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer or app.

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

According to the activities to carry out, Europ Assistance Italia may use Your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of Your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You have the right to obtain information relating to the transfer of Your Personal Data outside the European Union. You may do so by contacting the Data Protection Office.

Europ Assistance Italia shall not make Your Personal Data accessible to the public.

#### For how long will Europ Assistance Italia keep Your Personal Data?

Europ Assistance Italia keeps Your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The Common Personal Data collected on any occasion (for example, agreeing a Policy, requesting a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by Yourself over time to the consent/refusal. You retain the right to object at any time to said processing and to request that Your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

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

#### What are your rights in protection of Your Personal Data?

In connection with the processing of Your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of Your Personal Data?". You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

#### How can you exercise your rights in protection of Your Personal Data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of Your Personal Data processed by Europ Assistance Italia;
- to object to the processing of Your Personal Data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law: to object to the processing of Your Personal Data for direct marketing purposes

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

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

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

<sup>[4]</sup> To the Policy Contracting Party, other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, physicians, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.

you may write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,  
or by e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

#### Changes and updates to the Disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website [www.europassistance.it](http://www.europassistance.it), where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

## ANNEX A – GLOSSARY

### ANNEX A – GLOSSARY

**Home:** Insured Party's usual dwelling and/or declared place of residence.

**Insured Party:** natural person, client of the Contracting Party that booked a room/unit with the Contracting Party and will stay there during the term of the Policy.

**Luggage:** the case, bag and rucksack you take with you when travelling and what they contain.

**Insurance Conditions:** Policy clauses containing: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

**Contracting Party:** the Hotel, based in Italy and a member of Federalberghi Penisola Sorrentina indicated in the Policy Form, that signs the Policy on behalf of its Clients and bears the cost thereof.

**Travel Companion:** the person travelling with you and who is insured with this policy.

**Convalescence:** the period of time following hospitalisation in which the Insured Party is put on complete bed rest in order to avoid compromising their clinical recovery, as prescribed by the hospital physicians who cared for the Insured Party.

**Per diem:** pre-determined daily allowance.

**Europ Assistance:** The insurance company, i.e. Europ Assistance Italia S.p.A. at Piazza Trento 8 - 20135 Milan, authorised by Decree of the Ministry for Industry, Trade and Crafts no. 19569 of 2 June 1993 (Official Journal no. 152 of 1 July 1993) and registered with section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108. Europ Assistance is a Generali Group company, registered with the Official Roll of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A.

**Family member:** the spouse, live-in companion more uxorio, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces, nephews, mothers/fathers-in-law, brothers/sisters-in-law and all others living with the insured party as long as such is proven by a valid personal data certificate.

**Fixed Excess:** the sum paid by yourself when the claim is liquidated.

**Cover:** the insurance, other than assistance insurance and for which, in the event of a claim, Europ Assistance recognises indemnity.

**Failure:** damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that you are unable to use the vehicle in normal conditions.

**Vehicle:** under Articles 47 et seq. of the New Highway Code, a vehicle is defined as a means of transport for personal use with a total weight when fully loaded of up to 3.5 tonnes, with an Italian number plate

and in particular:

- a motor vehicle;
- trailers (appendix trailers, caravans, etc.) towed by motor vehicles;
- caravan and camper van requiring a driving license B to drive them;
- motorcycle.

**Indemnity/Compensation:** the amount paid to you by Europ Assistance in the event of a claim.

**Injury:** the event caused by a violent, external Act of God. The only, direct consequence of the injury are objectively evident physical injuries causing death, permanent disability or temporary disability.

**Healthcare Institute:** the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics are not considered as healthcare institutes.

**Illness:** a change in health not caused by an injury.

**Chronic illness:** illness that has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** illness of acute onset that was not known prior to starting Travel.

**Pre-existing illness:** illness that is the expression or direct consequence of pathological situations in place at the time the Policy began.

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

**Policy:** the insurance agreement between Europ Assistance and the Contracting Party, entered into for the benefit of the Contracting Party's customers, with the Cover described in the Insurance Conditions. The Policy consists of the General Insurance Conditions for the Contracting Party and the Insurance Conditions.

**Travel booking:** all rooms and any services offered by the Hotel (**excluding tickets**), booked and purchased by an individual person, including on behalf of other people travelling with the individual person.

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

**Service:** the assistance supplied in kind, i.e. the aid that must be provided to the Insured Party when required, by Europ Assistance, through its Organisational Structure.

**Residence:** the place in which you live, as shown on a residency certificate.

**Hospitalisation:** a stay in a Healthcare Institute involving at least one night. **For the purposes of calculating the days of hospitalisation, it is agreed that the days when the Insured Party enters the hospital and leaves the hospital are considered one day only, regardless of when they are admitted and when they are discharged.**

**Risk:** the probability that the claim occurs.

**Claim:** the damaging event for which the service/insurance guarantee is recognised.

**(Percentage) Excess:** the part of the amount of the damages, declared as a percentage, which remains at your expense, with a minimum charge that is expressed as an absolute value.

**Medical/Pharmaceutical/Hospital Expenses:** these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests). The hospitalisation fees indicate the cost of the day spent in a Healthcare Institute. The cost also includes medical/nursing care.

**Organisational Structure:** the structure of Europ Assistance Italia S.p.A. – P.zza Trento, 8, 20135 Milan, comprising managers, staff (physicians, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Insurance Conditions.

**Hotel:** the hotel that offers a tourist accommodations for the night with or without the provision of assistance and/or services and with rules for the application of a penalty upon cancellation of a booking.

**Carrier:** aeroplane, coach, train, ship.

**Travel:** stay at a hotel that is a member of Federalberghi Penisola Sorrentina.