

## INSURANCE POLICY STUDENTS EUROP ASSISTANCE N. 35557Q

### SUMMARY OF INTEGRAL INSURANCE CONDITIONS

**For information purposes only, hereafter is an English free translation of the Italian policy wording.**

**In order to the execution of this contract, please be noticed the Italian text will prevail in any case.**

**Information on the processing of personal data for insurance purposes (in accordance with Article 13 of Legislative Decree no. 196/2003 – Privacy Code).**

This is to inform you that our company, as Personal Data Processing Controller, intends to acquire or has already acquired your Personal Data (including sensitive and judicial data if indispensable) for the purposes of providing the insurance services <sup>1</sup> requested or envisaged in your favour (insurance purposes), including for the fulfilment of related legislative obligations and to prevent any insurance fraud.

The data strictly required for the aforesaid purposes, as supplied by yourself or acquired from third parties, shall be processed in Italy or abroad through appropriate means and procedures, electronic or otherwise, by our employees, associates and other internal and external parties, designated Data Processors and/or Persons in charge of Data Processing, or in any case operating as independent Data Controllers who provide technical, organizational and operational services to use <sup>2</sup>.

As part of the provided insurance services, your data may also be disclosed, if necessary, to private and public entities related to the specific insurance relationship or to the insurance and reinsurance sector operating in Italy or abroad <sup>3</sup>.

Your data shall not be disclosed to the general public.

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<sup>1</sup> Preparation and execution of insurance contracts; premium collection; claim settlement or payment of other benefits; reinsurance; co-insurance; prevention and detection of insurance frauds and related legal actions; establishment, exercise and defence of insurer's rights; performance of specific legal or contractual obligations; administrative/accounting management; statistical activities

<sup>2</sup> These individuals and entities are part of the "insurance chain" (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, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other contract 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>3</sup> Contracting Parties, insured parties, participants in pension and healthcare funds, distrainers, lien holders, insurers, co-insurers, re-insurers and associations/consortia (e.g.: ANIA) if the disclosure of data to these entities is essential to provide the aforesaid services and to protect the rights of the insurance industry, institutional bodies and public entities to which the data must be disclosed under regulatory requirements.

Without your data – some of which are required by law – we will be unable to provide some or all of our services.

You have the right to be informed of which of your personal data are in our possession and, if certain conditions exist, may exercise rights concerning the use of your data (rectification, updating, cancellation) by contacting the Data Processor in accordance with Article 7:

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

**Ufficio Protezione Dati (Data Protection Office), Piazza Trento, 8 – 20135 Milan**

**UfficioProtezioneDati@europassistance.it**

The Company website features an updated list of Controllers and the categories of subjects to whom data may be disclosed, as well as our Company's privacy policies.

### **GENERAL DEFINITIONS**

**Insured Party:** the subject whose interests are protected by the Insurance.

**Contracting Party:** Università Cattolica Del Sacro Cuore University with registered office in Milan, at Largo Gemelli, 1 – VAT no. 02133120150, which stipulates the Policy on behalf of third parties.

**Europ Assistance:** the insurance company, i.e. Europ Assistance Italia S.p.A. – Registered office, Management and Offices: Piazza Trento, 8 – 20135 Milan – Certified e-mail address: EuropAsistanceltaliaSpA@pec.europassistance.it – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 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.

**Family Member:** brother/sister, son/daughter, spouse or co-habiting partner more uxorio, de facto co-habiting partner, civil union partner, parent of the person travelling.

**Deductible:** the pre-established fixed amount that is in any case paid by the Insured Party for each claim.

**Guarantee:** the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

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

**Maximum cover/Amount insured:** the maximum payout established by Europ Assistance in the event of a claim.

**Policy:** the contractual document that proves the insurance contract and regulates relations between Europ Assistance, the Contracting Party and the Insured Party.

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

**Deductible:** the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

**Claim:** the damaging event for which the insurance guarantee is given.

**Organizational structure:** the structure of Europ Assistance Italia S.p.A. – P.zza Trento, 8, 20135 Milan, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year or within alternative limits as may be established by contract, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the policy.

**Trip:** the move of the Insured Party under the scope of international mobility programmes promoted by the University.

Travel is excluded as undertaken with a view to undergoing medical-surgical treatments and/or visits.

In the event of travel by aeroplane, train, coach or ship, reference is made to the journey from the station of departure (airport, port or road/rail/tram station) to that of arrival in Italy. If travelling by car or any other means apart from ship, aeroplane or coach, reference is made to any location more than 50 km from the place of residence in Italy of the Insured Party.

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

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

In accordance with the provisions of Art. 1910 of the Italian Civil Code any Insured Party enjoying Services/Guarantees similar to those of this insurance, by virtue of contracts stipulated with another insurance company, must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.

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

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of Italian law apply.

### **Art. 3. TIME LIMITS**

All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with Art. 2952 of the Italian Civil Code.

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

Indemnities, advances and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the invoice is issued.

### **Art. 5. LIMITS TO LIABILITY (Article valid for Section I only)**

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

### **Art. 6. PERSONS WHO CANNOT BE INSURED (Article valid for Sections I and II)**

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of Articles 1892, 1893 and 1894 of the Italian Civil Code.

### **Art. 7. AGE LIMITS**

The insurance applies to persons aged between 18 and who have not yet turned 35 years old. However, for people reaching that age (35 years old) during the course of the contract, the guarantee shall remain valid until expiry of the Policy.

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

The Insured Party releases any doctors, who may be appointed to examine the claim, from constraints to professional secrecy with regards to Europ Assistance.

### **Art. 9. TERRITORIAL SCOPE OF COVERAGE**

The countries where the claim took place and where the provisions and guarantees are given, without prejudice to any different operations as indicated in the individual sections and the exclusions set out therein.

These are divided up into two groups:

A) EUROPE: Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Vatican City State, Croatia, Denmark (excluding Greenland), Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Italy, Liechtenstein, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, United Kingdom, Czechoslovakian Republic, Republic of San Marino, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

B) WORLD: group A) countries and all other countries worldwide including USA and CANADA.

The following geographic areas are excluded: Afghanistan, Antarctica, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

#### **Art. 10. EFFECTIVE DATE AND DURATION OF COVER**

Each Insured Party shall be covered throughout the period from the start date of the travel/stay until its end.

Maximum cover duration in the period of validity of the Insurance is 365 consecutive days.

#### **Art. 11. PERSONAL DATA PROTECTION**

The Insured Party undertakes to inform all parties whose personal data may be processed by Europ Assistance Italia S.p.A., in compliance with the provisions of the insurance contract, of the contents of the above Information on data processing for insurance purposes (pursuant to Art. 13 of Italian Legislative Decree 196/2003 Privacy Code) and to acquire consent from them to the processing of their data by Europ Assistance Italia S.p.A.

#### **Art. 12. DISASTER LIMIT (Article valid for Sections I and II)**

In the case of an event classifiable as an act of terrorism, involving more than one person insured with this policy or with other policies stipulated with Europ Assistance, the comprehensive amount – disaster limit – at the expense of Europ Assistance for the “Assistance Insurance” and “Medical Expenses Insurance” guarantee concerned by this policy, shall not exceed the maximum limit of Euro 10,000,000.00 per event.

If the costs connected with the “Medical Expense Insurance” guarantee or assistance provided should exceed the above amounts, the indemnity due to each Insured Party involved in the event of a claim will be adjusted and reduced and allocated proportionally to the limits of liability of Medical Expense guarantee insured or the cost of the individual provision, so as to ensure that the sum of all indemnity/reimbursements/costs of acceptance does not exceed the disaster limit indicated.

### **Art. 13. INSURED PARTIES**

The following are insured:

- the natural person in the capacity as student at the Contracting Institute, Università Cattolica Del Sacro Cuore University.

### **Art. 13.BIS. INSURED PARTIES**

Europ Assistance Italia SpA is not required to guarantee insurance coverage and is not obliged to pay the Indemnity and / or Compensation or to identify any benefit provided for by this Policy if the provision of such coverage, the payment of such Compensation or the recognition of such benefit exposes Europ Assistance Italia SpA to sanctions, prohibitions or restrictions provided for by United Nations resolutions or to commercial, economic or revocatory measures established by laws or regulations of the European Union or the USA. This clause will prevail over any contrary clause that may be contained in this Policy.

The Contractor can check the updated list of countries subject to sanctions at the following link:

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

The Policy does not operate in the following countries: Syria, North Korea, Iran and Venezuela and in Crimea.

Warning!

If the Insured is a "United States Person" and is in Cuba, in order to have the assistance, Indemnities / Compensation provided for in the Insurance Conditions must prove to Europ Assistance Italia S.p.A. to be in Cuba respecting US laws.

Without the Insured's residence authorization in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance and grant him Indemnity / Compensation

## SECTION I – ASSISTANCE INSURANCE

### **SPECIAL SECTION DEFINITIONS**

**Injury:** the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

**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.

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

**Chronic illness:** illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a pathology known to the Insured Party and/or which arose prior to the start of travel.

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

**Hospitalization:** a stay in a Healthcare Institute involving at least one night.

**Terrorism:** any act of violence or threat of violence against an indeterminate group of people, perpetrated for political, religious, ethnic, ideological and similar reasons. The act of violence or threat of violence is such as to spread panic, terror and insecurity in the population or part of the population and to exert influence over a government or state institutions, to force those with the power to make decisions to act or tolerate situations they would not have accepted in normal conditions. Internal disagreements are not considered as terrorism. These cases therefore include violence against people or objects committed during mass gatherings, uprisings or tumult, just like damages caused by looting directly related to internal disorders.

## **SPECIAL SECTION CONDITIONS**

### **Art. 14. INSURANCE SCOPE AND COVERAGE**

The assistance services, listed in the Services paragraph, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a claim during travel, are provided up to three times for each type within the Policy duration.

Europ Assistance guarantees the intervention and the consequent disbursement of the provisions in the case of acts of terrorism directly affecting the Insured Party, as long as the Insured Party is not in an area in which political and military events or interference by the Authorities prevent Europ Assistance from fully making the envisaged provisions. If there is a risk of exposing its operators to situations that may entail serious physical injury or the violation of laws and/or regulations, Europ Assistance may not be held liable for any default in making the provisions.

### **SERVICES**

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

If, in the event of illness and/or injury, the Insured Party should require an assessment of his/her health, he/she may contact the doctors of the Organisational Structure and request a telephone consultation.

It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.

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

If, after a Medical Consultation (see Service 1), the Insured Party should need a medical examination, Europ Assistance will ensure and pay for the sending to his/her place of domicile of an authorised doctor. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

#### **3. INDICATION OF A SPECIALISED DOCTOR ABROAD**

If after Medical Consultation (see service 1), the Insured Party should need a specialist medical examination, the Organisational Structure shall provide him/her with the name of the nearest specialist, according to local availability.



#### 4. RETURN FOR HEALTH REASONS

If, following an injury or sudden illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped Healthcare Institute in Italy or return to residence, Europ Assistance will organise the return using the method and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at its expense.

These means may be:

- an air ambulance;
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

A return for health reasons from nonEuropean Union countries is only carried out using economy class airlines. For returns from countries of the Mediterranean Basin, an air ambulance may be used as an exception to the above.

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary. Europ Assistance shall have the right to request any travel tickets not used for the return of the Insured Party.

In the event of the death of the Insured Party, the Organisational Structure will arrange and provide for transport of the body to the place of burial in Italy, at the expense of Europ Assistance.

#### ***Exclusions***

The following are excluded from cover:

- diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his trip;
- infectious diseases, if transport involves a violation of national or international medical rules;
- expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body and all expenses not relating to its transport;
- all cases in which the Insured Party or his family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.

## 5. TRANSFER TO AN EQUIPPED HOSPITAL CENTRE

If, following an injury or illness, the Insured Party is diagnosed with a disease that cannot be treated in the hospital organisation where the Insured Party is hospitalised, due to objective characteristics ascertained by the Organisational Structure doctors, upon analysing the clinical picture and by agreement with the attending doctor, the Organisational Structure will ensure the transfer of the Insured Party to the nearest equipped Healthcare Institute accessible with the means and time frame considered most appropriate by the Organisational Structure doctors.

These means may be:

- an air ambulance;
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- ambulance (without distance limits).

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary.

In the event of transfer to an equipped hospital centre or a place equipped for emergency treatment, Europ Assistance will pay for all medical and pharmaceutical costs, with the Organisational Structure paying directly on site and/or as reimbursement up to the amount of Euro 2,500.00 per Insured Party and for the period for which the Policy is valid.

### **Exclusions**

The following are excluded from cover:

- diseases or lesions that, according to Organisational Structure doctors, can be treated locally;
- infectious diseases, if transport involves a violation of national or international medical rules;
- all cases in which the Insured Party or his family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised;
- all expenses incurred by the Insured Party 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, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury).

No injuries that, in the doctors' opinion, can be treated at the hospital unit of residence of the Insured Party, rehabilitation therapy or infectious disease if transport would involve the violation of medical rules, will result in the services.

## 6. RETURN WITH AN INSURED TRAVEL COMPANION

If, after the provisions of a Return for health reasons (see service 4), the Organisational Structure doctors should not consider that the Insured Party requires any healthcare during travel to return to his/her place of residence or to the place of hospitalisation in Italy, and an insured travel companion should wish to accompany him/her, the Organisational Structure will also arrange for the travel companion to return, using the same means as the Insured Party. Europ Assistance shall have the right to request any travel tickets not used for the return of the travel companion.

### **Maximum cover**

The costs shall be incurred by Europ Assistance:

- up to the maximum amount of Euro 200.00 if the return travel is made from Italy;
- up to the maximum amount of Euro 400.00 if the return travel is made from abroad.

### **Exclusions**

The travel companion's room and board expenses are excluded from coverage.

## 7. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons" (see provision 4), the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket. Europ Assistance shall have the right to request any travel tickets not used for their return.

### **Maximum cover**

Europ Assistance will pay for ticket costs:

- up to the maximum amount of Euro 200.00 per insured person if the return travel is made from Italy;
- up to the maximum amount of Euro 400.00 per insured person if the return travel is made from abroad.

## 8. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, Europ Assistance will provide a return first class rail ticket or economy class air ticket, at its expense, to enable a person they have designated, resident in Italy, to reach him/her.

The Organisational Structure shall deal with any local hotel bookings for the person designated by the hospitalised Insured Party.

### **Maximum cover**

Europ Assistance will pay for the hotel costs (room and breakfast) up to a total maximum amount of Euro 250.00.

### **Exclusions**

The service excludes hotel expenses other than room and breakfast.

#### 9. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself unable to look after insured children under the age of 15 travelling with him, Europ Assistance will arrange for a return first class rail ticket or economy class air ticket, at its expense, to enable a family member resident in Italy to join the children, take care of them and take them back to their residence in Italy.

### **Exclusions**

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

#### 10. RETURN OF THE CONVALESCENT INSURED PARTY

If, following an injury or illness, the Insured Party should be unable to return to his place of residence using the means initially envisaged and for which travel tickets have already been purchased, Europ Assistance will, at its own expense, provide him with a first class rail ticket or economy class air ticket.

The service will not be provided if the Insured Party is unable to supply the unused travel ticket.

#### 11. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent him from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

### **Maximum cover**

Europ Assistance will pay for the hotel costs (room and breakfast) for up to five days after the scheduled return date and up to a maximum of Euro 100.00 per day per ill or injured Insured Party.

### **Exclusions**

The service excludes hotel expenses other than room and breakfast.

## 12. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he does not speak the local language, the Organisational Structure will send an interpreter there.

### **Maximum cover**

The costs of the interpreter will be paid by Europ Assistance for up to 8 working hours.

## 13. ADVANCE OF EMERGENCY EXPENSES

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, up to a total general limit of Euro 250.00. For larger amounts, the service will be provided when Europ Assistance has received suitable guarantee in Italy.

The amount of the invoices paid by Europ Assistance by way of advance shall not in any case exceed the amount of Euro 5,000.00.

### **Exclusions**

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

### **Obligations of the Insured Party**

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

## 14. EARLY RETURN

If the Insured Party who is abroad should need to return to the place of residence prior to the date scheduled, as a result of the death, as per the date given on the death certificate issued by the registrar, or hospitalisation, with imminent danger of life, of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, Europ Assistance will, at its own expense, provide a first class rail ticket or economy class air ticket. If the Insured Party should be in a position where it is impossible to use his own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him to recover the vehicle at a later date.

### ***Obligations of the Insured Party***

The Insured Party must supply the death certificate and all other documents as may be required of him/her within 15 days of the claim.

#### 15. ADVANCE OF CRIMINAL BAIL

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party.

#### ***Maximum cover***

Europ Assistance will advance payment of bail up to the maximum amount of Euro 5,000.00. The service will be provided when Europ Assistance has received suitable bank guarantee in Italy.

#### ***Exclusions***

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

### ***Obligations of the Insured Party***

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

#### 16. INDICATION OF A LAWYER ABROAD

If, in the event of arrest or threatened arrest, the Insured Party should require legal assistance, the Organisational Structure will provide the Insured Party with a lawyer, in compliance with local regulations.

#### ***Maximum cover***

Europ Assistance will, at the request of the Insured Party, anticipate payment of the fees up to the equivalent in local currency of Euro 5,000.00.

If the invoices should exceed the total amount of Euro 5,000.00, the provision will take effect from when Europ Assistance has received suitable guarantees in Italy.

## **Exclusions**

The following are excluded from the service:

- transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;
- cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy.

The service only applies to countries in which there are branches or representatives of Europ Assistance.

## **Insured Party's obligations**

The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

## **Art. 15. EXCLUSIONS**

Cover is excluded for claims caused by or resulting from:

- a) automotive, motorcycle or motor boat races and related tests and training;
- b) flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c) wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, acts of vandalism;
- d) misconduct of the Insured Party or serious negligence;
- e) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f) illnesses depending on pregnancies beyond the 26th week of gestation and postpartum;
- g) chronic illness;
- h) illness/injury already underway at the time of departure for travel;
- i) the removal and/or transplant of organs, in any case excluding any travel undertaken with a view to undergoing medical-surgical treatments and/or visits;
- j) illness or injury consequent or deriving from the abuse of alcoholic drinks or drugs and the non-therapeutic use of drugs and hallucinogenic products;
- k) attempted suicide or suicide;
- l) professional sports, in any case not on an amateur level (including competitions, races, trials and training);
- m) the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, hot air balloon excursions, paragliding and similar, air sports in general, 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. For bob-sleighbing, kitesurfing and diving using breathing apparatus, the above exclusion shall not apply if said sports are carried out purely for recreational purposes and on an occasional basis;
- n) participation in contests/competitions involving extreme activities and acts of bravado, including walking races;
  - o) all activities involving the use of mines, arms and/or dangerous substances, access to mines, digs and/or quarries and the extraction of earth and sea;
  - p) everything else not specifically indicated in the services;

The services are also not provided in countries in a state of declared or de facto war. Such countries are those given on the **website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>**, which have a risk level declared as equal to or above 4.0.

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

Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

It is also specified that expenses due or attributable / consequent to quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities are not guaranteed, meaning local authorities any competent authority of the country of origin or of any Country where you planned your trip or through which you are passing to reach your destination.

#### **Art. 16. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

In the event of a claim, the Insured Party must make immediate contact with the Organisational Structure, except where this is objectively proven to be impossible; in this case, the Insured Party must contact the Organisational Structure as soon as he is able and in any case before taking any personal initiative.

Non-performance of these obligations may result in forfeiture of the right to care services under Article 1915 of the Italian Civil Code.



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

### ***SPECIAL SECTION DEFINITIONS***

**Injury:** the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

**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.

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

**Chronic illness:** illness that is pre-existing as at the stipulation of the Policy and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a previous condition known to the Insured Party.

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

**Hospitalization:** a stay in a Healthcare Institute involving at least one night.

### ***SPECIAL SECTION CONDITIONS***

#### **Art. 17. INSURANCE SCOPE AND COVERAGE**

The cover will not apply in Italy, the Republic of San Marino and the Vatican City State.

The guarantee may be claimed more than once during the period for which the policy lasts, as long as the total amount of indemnity paid does not exceed the maximum limits of liability.

The guarantee is given up to the limits of liability indicated for the country in which the event took place, as long as it is included in the “Territorial Group” for which the policy was issued, as specified under the definition of Territorial Scope.

The guarantee is also given in the event of acts of terrorism.

Direct payment will be made of these expenses if the technical-practical conditions are met to proceed; otherwise Europ Assistance will reimburse these expenses at the same conditions, without application of any excess.

For claims occurring in Europe (apart from Italy, Republic of San Marino and the Vatican City State), the guarantee is given up to the amount of Euro 250,000.00 per Insured Party and per claim.

For claims occurring in other countries in the World, including the USA and Canada, the guarantee is given up to Euro 250,000.00 per Insured Party and per claim.

***Deductible:***

Following a positive examination of the documentation received and only where reimbursement is made of said expenses as authorised in advance by the Organisational Structure, Europ Assistance will liquidate net of the fixed absolute deductible amount of Euro 50.00.

This deductible shall not apply to expenses relating to hospitalisation only.

1. MEDICAL EXPENSES

If, following a Sudden illness or Injury during travel, the Insured Party should incur Medical/Pharmaceutical/Hospital Expenses for treatments or surgery that was urgent and could not be delayed, received in situ during travel, these shall always contact the Organisational Structure, which will pay for the Medical/Pharmaceutical/Hospital Expenses necessary. If it should not be possible to make direct payment, expenses will be reimbursed where authorised in advance by the Organisational Structure.

For amounts in excess of Euro 1,000.00, Europ Assistance will reimburse the medical expenses incurred abroad but only when the Insured Party pays them by means of bank transfer, credit card or using the advance available by activating the "Advance of emergency expenses" service, by prior evaluation of the Organisational Structure.

In the event of hospitalisation, the insurance shall apply until the date of discharge of the Insured Party from the Healthcare Institute or until the date on which Europ Assistance believes that the Insured Party can be returned to Italy and in any case within a total of 120 days of hospitalisation.

If not hospitalised, the Medical/Pharmaceutical/Hospital Expenses will be paid or reimbursed, as long as they have been authorised in advance by the Organisational Structure, until return to Italy.

If an injury is covered then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made within 45 days of the injury, up to the amount of Euro 500.00 within the limit of cover envisaged by the Policy.

The above maximum cover includes:

- urgent dental treatment, only following injury, up to Euro 100.00 per Insured Party;
- prosthesis repair expenses, only following injury, up to Euro 100.00 per Insured Party;
- transport costs, only if incurred abroad, from the place of injury or onset of the sudden illness to the Healthcare Institute, using any medical emergency means considered useful to this end, up to Euro 1,500.00 per Insured Party. Reimbursement will be made as long as the injury and/or sudden illness entails the acceptance by the Organisational Structure of the medical/hospital/pharmaceutical expenses for the treatment made necessary by the event.

#### **Art. 18. EXCLUSIONS**

Cover is excluded for claims caused by or resulting from:

- a) automotive, motorcycle or motor boat races and related tests and training;
- b) flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c) wars, strikes, revolutions, popular turmoil or movements, uprisings, looting, acts of vandalism;
- d) misconduct of the Insured Party or serious negligence;
- e) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- g) chronic illness;
- h) illness/injury already underway at the time of departure for travel;
- i) the removal and/or transplant of organs, in any case excluding any travel undertaken with a view to undergoing medical-surgical treatments and/or visits;
- j) illness or injury consequent or deriving from the abuse of alcoholic drinks or drugs and the non-therapeutic use of drugs and hallucinogenic products;
- k) attempted suicide or suicide;
- l) professional sports, in any case not on an amateur level (including competitions, races, trials and training);
- m) the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, hot air balloon excursions, paragliding and similar, air sports in general, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kitesurfing, 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. For bob-sleighting, kite-surfing and diving using breathing apparatus, the above exclusion shall not apply if said sports are carried out purely for recreational purposes and on an occasional basis;
- n) participation in contests/competitions involving extreme activities and acts of bravado, including walking races;
- o) all activities involving the use of mines, arms and/or dangerous substances, access to mines, digs and/or quarries and the extraction of earth and sea.

The following are also excluded from cover:

- p) all expenses incurred by the Insured Party if he/she has not contacted the Europ Assistance Organisational Structure directly or through third parties and has not received authorisation from it to proceed;
- q) expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, supplementary nursing, in addition to that supplied as basic support by the structure where the Insured Party is hospitalised following indemnifiable claim under the terms of the policy, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);
- r) expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses;
- s) expenses for check-ups in Italy for situations consequent to illnesses that began during the trip;
- t) transport and/or transfer expenses of the Healthcare Institute and/or the place of accommodation of the Insured Party;
- u) reimbursements for Medical/Pharmaceutical/Hospital Expenses in excess of Euro 1,000.00 if their payment was made in cash;

It is also specified that expenses due or attributable / consequent to quarantine or other restrictive measures of freedom of movement, decided by the competent International and / or local Authorities are not guaranteed, meaning local authorities any competent authority of the country of origin or of any Country where you planned your trip or through which you are passing to reach your destination.

#### **Art. 19 OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM**

In the event of a claim, following immediate telephone contact made with the Organisational Structure and only after having reached specific agreements with the Structure, the Insured Party must, within sixty days of the onset of the claim, make a report by accessing the portal <https://sinistrionline.europassistance.it> or directly the website [www.europassistance.it](http://www.europassistance.it) under the claims section and following the instructions. If the on-line report is used, the reporting party will receive the reference details of the proceedings within 24 hours and can, each time the documentation is supplemented, consult the status of the claim, which will be updated within 10 days of submission of the documentation. Those reporting a claim on-line can also use a freephone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays.

Alternatively, and without prejudice to the obligation to contact the Organisational Structure when the claim occurs, the claim can be reported by writing to Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Spese Mediche" (Claims Liquidation Office – Medical Expenses) on the envelope and posting:

- first name, last name, address, telephone number;
- Policy number;

- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a true copy of the original medical record;
- 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;
- medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased;
- Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it;
- for amounts in excess of Euro 1,000.00, documentation proving payment made by bank transfer or credit card.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with art. 1915 of the Italian Civil Code.

#### **Art. 20. CRITERIA FOR LIQUIDATION OF THE DAMAGES**

Following the assessment of the documentation received, Europ Assistance will liquidate the damages and make the related payment, net of the deductible amounts envisaged.

### **SEZIONE III – LUGGAGE AND PERSONAL EFFECTS INSURANCE**

#### ***SPECIAL SECTION DEFINITIONS***

**Luggage damage:** any damage suffered by the luggage during travel by boat or air.

**Baggage:** the suitcase, trunk and personal items contained therein that the Insured Party carries with him on the trip.

#### **SPECIAL SECTION CONDITIONS**

##### **Art. 21. INSURANCE SCOPE AND COVERAGE**

Europ Assistance will indemnify the Insured Party for tangible, direct damages he/she has suffered as a result of theft, fire, robbery, bag-snatching, failure to return and/or damage by the carrier of his/her luggage and/or personal effects, including the clothes worn.

The guarantee is provided up to the amount of Euro 1,500.00 per claim and for the period of Policy validity and with the sub-limits specified in the table.

Without prejudice to the maximum cover specified, maximum indemnity per object, including bags, cases and rucksacks, cannot exceed Euro 175.00.

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

RIMBORSO PER	MASSIMALE	SCOPERTO
Single pack	<b>Up to the maximum cover indicated</b>	<p><b>The amount envisaged is halved for damages caused by:</b></p> <ul style="list-style-type: none"> <li>• <b>theft with breakin of luggage contained inside the boot of a properly locked vehicle;</b></li> <li>• <b>theft of the entire vehicle;</b></li> <li>• <b>theft of objects contained in the tent, as long as in a duly equipped and authorised camp site.</b></li> </ul>
damages to photo-video-optical equipment and photosensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses	<b>Up to 50% Of maximum cover indicated</b>	
cosmetics, medicinal products, healthcare articles; 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	<b>Up to 30% of maximum cover indicated</b>	

REIMBURSEMENT PER	MAXIMUM COVER
Redoing documents (I.D. passport and driving licence) due to theft, robbery, bag-snatching or loss	<b>Euro 50,00</b>
unexpected expenses for the purchase of toiletry items and/or clothing that is necessary if luggage is delivered more than 12 hours later than flight time, as duly confirmed, at the destination airport of out-ward bound travel.	<b>Euro 100,00</b>

#### Art. 22. EXCLUSIONS

The following are excluded from coverage of "Luggage and personal effects":

- a) cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, documents other than ID cards, passports and driving licences;
- b) helmet, professional equipment;
- c) mobile telephones, MP3 players, personal computers, tablets, pushchairs, prams and sports equipment specifically checked-in;
- d) all claims occurring during travel on motor vehicles of any power;
- e) damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;
- f) goods other than items of clothing, such as watches and spectacles and sunglasses, mobile telephones, MP3 players, personal computers, tablets, which were delivered, even with the clothes, to transport companies, including the airline;
- g) the case of theft of luggage contained in a vehicle that was not properly locked;
- h) the case of theft without break-in of the luggage of the vehicle;
- i) the case of theft of luggage contained in a vehicle or in any case visible from the outside;
- j) the case of theft of luggage on board a vehicle that was not kept in a monitored public garage between 8pm and 7am;
- k) fixed accessories and services of the vehicle (including removable radios or players); aa.in the event of late delivery of luggage, all expenses incurred by the Insured Party after receipt of the luggage.
- l) All claims caused by or resulting from:
  - m) war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
  - n) strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
  - o) misconduct on the part of the Insured Party.

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

For the guarantee of “Luggage and personal effects”, in the event of a claim, the Insured Party shall, within sixty days of the claim, make a report by accessing the portal <https://sinistrionline.europassistance.it> or directly at the website [www.europassistance.it](http://www.europassistance.it), in the claims section and following the instructions. If the on-line report is used, the reporting party will receive the reference details of the proceedings within 24 hours and can, each time the documentation is supplemented, consult the status of the claim, which will be updated within 10 days of submission of the documentation. Those reporting a claim on-line can also use a freephone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays.

Alternatively, the claim can be reported by writing to Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying “Ufficio Liquidazione Sinistri – Pratiche Bagaglio” (Claims Liquidation Office – Luggage Proceedings) on the envelope and, even later but in any case, within sixty days of the claim:

- first name, last name, address, telephone number;

- Policy number;
- copy of travel tickets or details of the trip;
- 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 other party responsible for the damages;
- proof of expenses incurred in having documents re-issued, if applicable;
- original 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;
- authorisation to process data, including sensitive data.

Only if the entire or part of the luggage delivered to the carrier should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the Luggage Irregularity Report (PIR) made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with art. 1915 of the Italian Civil Code.

In the event of delayed delivery of luggage, the Insured Party must send:

- a declaration of the airport management company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- original 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 goods purchased;
- copy of the letter of complaint sent to the carrier with claim for compensation and letter of reply sent by the carrier.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with art. 1915 of the Italian Civil Code.

#### **Art. 24. CRITERIA FOR LIQUIDATION OF THE DAMAGES**



In the event of third party liability (carrier, hotelier), indemnity by Europ Assistance will take place up to the maximum cover envisaged to supplement that already reimbursed by the carrier or hotelier liable for the event if said reimbursement is less than the damages suffered.

The damages are liquidated according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance.

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.

In the event of failure, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

## **SEZIONE IV – THIRD PARTY LIABILITY INSURANCE DURING TRAVEL**

### ***SPECIAL SECTION CONDITIONS***

#### **Art. 25. INSURANCE SCOPE AND COVERAGE**

Europ Assistance holds the Insured Party harmless from all amounts it may be required to pay, as third party liability in accordance with the law, by way of compensation (principal, interest and expenses) for damage accidentally caused to third party, for death, personal injury and damage to objects, as a consequence of an accidental fact that occurred during travel, relating to private life and excluding, therefore, risks relating to professional activities.

The insurance also applies for third party liability as may apply to the Insured Party by wilful action of persons for whom he/she is liable, including domestic workers, babysitters and au pairs, for events relating to their duties.

The insurance also applies to:

- the ownership and use of non-motor boats no more than 7.50 m long;
- the ownership and use of horses, other saddled animals and pets. As regards dogs, the insurance is given with the application of a deductible amount of Euro 78.00 per claim and is also extended in the favour of the person who, with the consent of the Insured Party, uses the animal. As regards dogs, the guarantee applies as long as:
  - a) a muzzle or lead is used on dogs when in roads or other places open to the public;
  - b) a muzzle and lead is used on dogs walked in public places or taken on public means of transport.

These obligations do not apply to dogs for the blind or deaf, trained as guide dogs;

- the practice of sports, including competitions, as long as not on a professional level;
- in relation to model-making, damages to models are in any case excluded;
- the holding of weapons and related munitions and their use for defence, shooting and clay pigeon shooting;
- poisoning or intoxication as a result of the consumption of food and drinks.

The guarantee is given up to the maximum total amount of:

- **Euro 250.000,00** per claim
- **Euro 250.000,00** per person
- **Euro 250.000,00** with the limit for damages to objects and animals and the sublimit of Euro **50,000.00** for each insurance period and with the application of a deductible amount of 10% of the amount available as compensation for each claim for:
  - pollution of the air, water and soil;
  - total or partial interruption or suspension of industrial, commercial, artisan, agricultural or service activities, as long as consequent to indemnifiable claims in accordance with the policy

#### **Art. 26. PERSONS NOT CONSIDERED AS THIRD PARTIES**

The following are not considered as third parties:

- the spouse, cohabiting partner more uxorio, parents, children of all insured parties and any relative or equivalent living with him/her and all those registered simultaneously for the travel;
- people who, regardless of the nature of their relationship with the Insured Party, suffer the damages during their work or service.

#### **Art. 27. MULTIPLE INSURED PARTIES**

If insurance is given for multiple Insured Parties, the maximum cover established in the Policy for the damage to which the claim for compensation refers remains, to all intents and purposes, single, even if more than one Insured Party is jointly liable.

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

Damages deriving from the following are excluded:

- a) theft;

- b) from the ownership of premises and related fixed systems;
- c) from the circulation of motor vehicles on public roads or equivalent areas;
- d) from the sailing of motor boats or in any case boats more than 7.50 metres long;
- e) from the use of aircraft;
- f) from the use of motor vehicles, machinery or plants that are run or operated by people not qualified in accordance with current provisions and who have in any case not turned 16 years old;
- g) from professional activities.

The following damages are also excluded:

- h) to objects that the Insured Party is holding on delivery, custody or for any reason, with the exception of the systems (gas, electricity, water, telephone, etc.) used by the premises and owned by the supply companies;
- i) to objects carried, towed, lifted, loaded or unloaded;
- j) deriving from the exercise of hunting carried out in compliance with the provisions of Law no. 157 of 11 February 1992, as subsequently amended.

Finally, damages for which legal cover is compulsory are excluded.

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

In the event of a claim, the Insured Party shall, within three days of becoming aware of it, make a report by accessing the portal <https://sinistronline.europassistance.it> or directly at the website [www.europassistance.it](http://www.europassistance.it), in the claims section and following the instructions. If the on-line report is used, the reporting party will receive the reference details of the proceedings within 24 hours and can, each time the documentation is supplemented, consult the status of the claim, which will be updated within 10 days of submission of the documentation. Those reporting a claim on-line can also use a freephone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays.

Alternatively, the claim can be reported by writing to Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying “Ufficio Liquidazione Sinistri” (Claims Liquidation Office) on the envelope and posting the following:

- first name, last name, address, telephone number;
- policy number;
- the circumstances of the event;

Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with art. 1915 of the Italian Civil Code.

### **Art. 30. MANAGEMENT OF DISPUTES AND DEFENCE EXPENSES**

Europ Assistance shall, insofar as it is interested therein, manage disputes both in and out of court, civil and criminal, on behalf of the Insured Party, designating, where appropriate, lawyers or technicians and availing itself of all rights or actions due to the Insured Party. The Insured Party is expected to cooperate to facilitate the management of such disputes and to appear personally in court whenever the procedure so requires. Europ Assistance has the right to claim against the Insured Party for any damages caused to it as a result of breach of such obligations. Europ Assistance shall pay for the costs incurred in defending against a claim brought against the Insured Party, up to the limit of one quarter the maximum cover established in the Policy for the damages to which the claim refers.

If the amount due to the damaged party should exceed said maximum cover, the expenses will be shared by Europ Assistance and the Insured Party proportionally to their respective interests.

Europ Assistance shall not pay for any expenses incurred by the Insured Party for lawyers or technicians they have not designated and shall not pay for any fines or suchlike nor the costs of criminal justice.

### **HOW TO REQUEST ASSISTANCE**

In the event of Assistance services, the Europ Assistance Organisational Structure operates 24 hours a day and is at your complete disposal, ready 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 telephoned the Organisational Structure at:

**+39 02.58.28.61.25**

The following information must be provided:

- Name and surname
- Policy number
- Type of service requested
- Address of the place where the Insured is located
- Telephone number

If you are unable to call the Organisational Structure, you can send: a fax to 02.58477201 or telegram to EUROP ASSISTANCE ITALIA S.p.A. – Piazza Trento, 8 – 20135 MILAN

### ***Complaints***

Any complaints concerning the contract or claim 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 the complainant is not satisfied with the outcome of the complaint, or in the event that no response is received within forty-five days, he/she may contact IVASS (Istituto per la Vigilanza sulle Assicurazioni – Insurance Supervisory Institute) – Servizio Tutela del Consumatore (Consumer Protection Service), via del Quirinale 21 – 00187 Rome, accompanying the complaint with all the documentation relating to the claim processed by the Company. In these cases, and for claims relating to compliance with sector legislation to be submitted directly to IVASS, the claim must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the individual(s) whose conduct is complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to the insurance company and any reply received from it;
- all 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).

To settle cross-border disputes, a complaint can be submitted to the 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)).

Before involving the legal Authority, alternative systems can be used to settle the dispute, as envisaged by law or convention.

Insurance disputes on the determination and estimate of damages under the scope of the policies against the risk of damages (where envisaged by the Insurance Conditions).

In the event of any dispute relating to the determination and estimate of the damages, it is necessary to appeal to a contractual appraisal envisaged by the policy conditions for settling this type of dispute. The request to activate the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damages in which the contractual appraisal has already been completed or not relating to the determination and estimate of damages, the law envisages the compulsory mediation that constitutes a condition to be able to proceed, with the faculty to first recourse to assisted negotiation.

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

In the event of a dispute relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy conditions. The request to activate the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by means of letter sent recorded delivery with advice of receipt or certified e-mail [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering injury or illness in which arbitration has already been attempted or not relating to medical matters, the law envisages compulsory mediation, which constitutes a condition to be able to proceed, with the option to first have recourse to assisted negotiation.

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

In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data of the Insured Party and to this end requires, in accordance with Italian Legislative Decree no. 196/03 (the Privacy Code) your consent. In contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of his/her common, sensitive and legal personal data, as indicated in the Privacy Disclosure received.