

## INSURANCE CONDITIONS CARD NO. ITAAN + FILE NO

### 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.**

*Article 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 insurance 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 insurance company of all the insurance policies taken out with the others, for the same Risk.*

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

The Policy is governed by Italian law.

Italian law shall apply to all matters not specifically written in this Policy and for all 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.**

**For guarantees other than Assistance in the event of the opening of the claim and pending judicial proceedings, you are obliged to interrupt the prescription periods in writing.**

**It should be noted that the pending judicial proceedings is not considered a cause for suspension of the prescription.**

*Eg: if the Insured reports a Claim after the maximum term of two years established by the Civil Code, he will not be entitled to compensation.*

#### Art. 4. - PAYMENT CURRENCY

In Italy, you receive the indemnity/reimbursement in Euro. If you claim reimbursement 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 reimbursement 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 SECRET

**You must release the doctors who have to examine your claim for which they must assess your state of health from professional secrecy towards 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. In subscribing the Policy, you undertake to provide these persons with the information on the processing of data and to give 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) TRAVEL CANCELLATION OR RENTAL COSTS LISTED CAUSES COVER

You may apply for this cover if you have to cancel **the entire booked travel stay** that you have made before the trip begins for one of the causes that you find in this list, as long as they are **involuntary and unpredictable** at the time of booking:

- illness, injury (for which there are medical certificates and documents proving the inability to participate in the trip), or death:
  - yours;
  - of your spouse / cohabitant more uxorio, of your son / daughter, of your brothers and sisters, of your parent or father-in-law, of your son-in-law or daughter-in-law, or of your partner / co-owner of the company or studio associated. If these people are not registered for the trip together and at the same time as you, in case of serious illness or injury, you must prove that your presence is necessary;
  - of your companion who must be insured and registered for the trip together and at the same time as you.

**In the event of serious illness or injury to one of the above persons, the doctors of Europ Assistance can carry out a medical check-up;**

- if you are hired or fired by the employer and cannot use the holidays you had available;
- a fire or natural disaster causes severe material damage to your home and you need to be there and no one can replace you;
- a natural disaster prevents you from reaching either the place of departure of the organized trip or the leased property;

- e) summons or summons to the Court before the Criminal Judge or summons as Popular Judge after your travel registration.
- f) Covid-19 positivity ascertained by reports with positive results that has affected:
  - directly you and / or your cohabiting family members;
  - your travel companion directly.

If there are several insured persons registered for the trip together and at the same time, and none of them belong to your family unit, you must indicate only one person as a "travel companion".

Europ Assistance reimburses in full the penalty charged **up to the maximum limit provided for in the contract with the travel organization or reported by the Tour Operator in its catalogs. The reimbursement can never exceed Euro 7,000.00 per Insured.**

If several policyholders registered for the trip together and cancel the trip at the same time, Europ Assistance reimburses the penalty up to an amount given by the sum of the maximum insured limits for each person, **with a maximum total of Euro 15,000.00 per claim.**

**Europ Assistance does not reimburse:**

- the costs of handling the file,
- agency fees,
- the travel registration fees

**Warning!**

**This cover envisages a Percentage Excess charge. See the Article "Limitations of Cover" in 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 care)
- in the event of death.



**Where is the cover valid?**

#### Art. 8. - TERRITORIAL SCOPE

Indicate the countries where the accident occurs for which you can request covers.

They are divided into three groups:

A) Italy, the Vatican City State and the Republic of San Marino.

B) all European countries and the countries of the Mediterranean Basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Principality of Monaco, Montenegro Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and Hungary.

C) all countries of the world.



**When does Cover start and end?**

#### Art. 9. - EFFECTIVE DATE AND DURATION OF COVER

The travel cancellation or rental costs listed causes starts from the date of booking the Trip and lasts until the start date of the Trip. By beginning of the Trip we mean: the time of check-in at the airport or in the case of early check-in, the passage of boarding controls, or for rentals on the day of the start of the stay.

### SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



**What is not insured?**

#### Art. 10. - EXCLUSIONS

All cover excludes claims caused by:

- a) wilful misconduct or gross negligence except as indicated in the individual cover;
- b) flooding, deluge, volcanic eruptions, earthquakes, 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, looting, acts of terrorism and vandalism.
- d) theft, robbery, loss of identification and / or travel documents;
- e) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- f) state of pregnancy or the pathological situations resulting from it in cases where conception took place before the date of registration of the trip;
- g) accident, illness or death that occurs before the travel is confirmed;
- h) diseases that are the expression or direct consequence of chronic or pre-existing pathological situations upon confirmation of the trip;
- i) consequences and / or complications of accidents that occurred before the travel was confirmed;
- j) bankruptcy of the airline or Tour Operator/Travel Agency;
- k) epidemics with pandemic characteristics, of such severity and virulence as to cause high mortality or to require restrictive measures in order to reduce the risk of transmission to the civilian population, quarantines with the exception of Covid-19;
- l) deposits and or advances not justified by penalty tax documents;
- m) failure you to send the communication (art. "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") by the start date of the trip / stay, except for cases of cancellation caused by death or hospitalization of at least 24 consecutive hours (Day Hospital and Emergency excluded) of a family member.



**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 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 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 Compensation.**

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

##### - TRAVEL RESTRICTIONS

You are **not covered** if you travel to a country, region or geographical area for which the competent governmental authority in your country of residence or in the country of destination or host has advised against traveling or residing in any case, even temporarily.

##### - OVERDRAFT

The guarantee provides for an overdraft of 20% of the amount of the penalty, in the case of cancellation and / or modification of the trip for reasons other than hospitalization or death. If the penalty is higher than the guaranteed ceiling, the overdraft is calculated on the latter.

##### Deductible example:

if the agreed deductible is equal to a fixed sum of Euro 50.00:

expenses of less than Euro 50.00 will not be indemnified / refunded

expenses exceeding Euro 50.00 will be reimbursed with the deduction of Euro 50.00 (within the limits of the limits set).

Specialist visit	Euro 150.00
Deductible	Euro 50.00
Refund of	Euro 100.00

##### Overdraft example:

amount of the estimated damage Euro 100.00

overdraft 20% Euro 20.00

indemnifiable / refundable damage within the limits of the maximum amount of 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

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

- access the portal <https://sinistronline.europassistance.it> or website [www.europassistance.it](http://www.europassistance.it) in the CLAIMS section. 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.**

**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 5 days of the onset of the cause of the renunciation and in any case by the travel start date if the terms of 5 days fall 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;
- copy of the cancelled ticket;

- *travel regulation and programme;*
- *travel documents (visas, etc.);*
- *travel confirmation contract.*

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

- *confirmation of the purchase of the ticket or similar document or receipt of payment for the same;*
- *copy of the canceled air / sea ticket certifying the amounts charged to the customer.*

**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.**

**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.**

**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 shall indemnify the insured party against 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 may not pay for it.

If the insured party involuntarily causes or aggravates the loss, the insurer may pay less.

#### **Art. 14. - CRITERIA FOR SETTLEMENT OF DAMAGES**

##### **- PAYMENT OF INDEMNITY**

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/refund due to you and informs you of it.

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

**In case of death before Europ Assistance has paid you the indemnity / per diem / reimbursement, your heirs will be entitled to the settlement that would have been due only by demonstrating the existence of the right to indemnity / per diem / reimbursement by delivering the documentation to Europ Assistance request to art. "Obligations of the Insured in the event of a Claim".**