

“Damage Insurance”

Insurance Conditions relating to the Policy stipulated between



Europ Assistance Italia S.P.A.



Europ Assistance Italia SpA with registered office in Via del Mulino, n. 4 - 20057 Assago (MI) – Company authorised to provide insurance, with decree of the Ministry of Industry, Trade and Crafts n. 19569 of 2 June 1993 (Official Journal of 1 July 1993 n. 152) – Registered in section I of the Register of Insurance and Reinsurance Companies at n. 1.00108 – Company belonging to the Generali Group, registered in the Register of Insurance Groups – Single-member company subject to the management and coordination of Assicurazioni Generali SpA

(hereinafter for brevity – Europ Assistance)
And

MAP TAPOSrl with headquarters in Via Borromei n.2 – VAT number 11336700965

(hereinafter for brevity – Contractor)
for the benefit of the Contractor's customers, to be understood as Insured pursuant to art. 1891 of the Civil Code



CARD NO. TAPOM+ PRACTICE NO.

INSURANCE CONDITIONS MOD. 20343

GENERAL INSURANCE CONDITIONS FOR THE INSURED

Art. 1. - OTHER INSURANCES

For the same risk you can be insured with different insurance companies.

If an accident occurs, you must inform all insurance companies with which you are insured on the same Risk and, among these, Europ Assistance, of the existence of other insurance companies that cover the same Risk. In this case, Article 1910 of the Italian Civil Code applies.

Article 1910 of the Italian Civil Code aims to avoid the case in which the Insured, who has multiple insurance policies for the same Risk with different companies, receives a total sum greater than the damage suffered. For this reason, the Insured, in the event of a claim, must inform each company of all the insurance policies taken out with the others, for the same Risk.

Art. 2. - POLICY GOVERNING LAW AND JURISDICTION

The Insurance Conditions are governed by Italian law.

For everything that is not provided for in the Insurance Conditions and for all rules of jurisdiction and/or competence of the judge, Italian law applies.

Art. 3. - STATUTE OF LIMITATIONS

All your rights towards Europ Assistance expire within two years from the date of the Claim. In civil liability insurance, the two years begin from the day on which the injured party sues you for compensation or requests it without suing you. In this case, art. 2952 of the Civil Code applies.

In the event of a claim being opened, you are required to interrupt the limitation periods in writing.

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

Art. 4. - PAYMENT CURRENCY

In Italy you receive compensation/reimbursement in Euros. If you request reimbursement for expenses incurred in countries that are not part of the European Union or belonging to the European Union, but which do not have the Euro as their currency, Europ Assistance calculates the reimbursement by converting the amount of expenses you have incurred into Euros. Europ Assistance calculates the reimbursement based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice is issued.

Art. 5. - PROFESSIONAL SECRECY

You must release from professional secrecy towards Europ Assistance the doctors who must examine your claim and assess your state of health.

Art. 6. - PROCESSING OF PERSONAL DATA

When Europ Assistance provides you with the Guarantees, it may become aware of and use the personal data of other people. By subscribing to the Policy, you undertake to inform these people of the information on data processing and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent formula: "I have read the information on data processing and I consent to the processing of my personal data relating to health necessary for the management of the Guarantees by Europ Assistance Italia and the subjects indicated in the information."

SECTION I – DESCRIPTION OF GUARANTEES



Art. 7. - SUBJECT OF THE INSURANCE

A) WARRANTY ASSISTANCE

The benefits are valid:

- only in case of **INJURY** while you are practicing **OUTDOOR ACTIVITIES**, not as a professional
- in all the locations included in the territorial extension with the exception of as indicated in the individual services.

• MEDICAL CONSULTATION

If you suffer an injury while traveling, you can call the Organizational Structure and ask for a telephone medical opinion.

Doctors use the information you give them to assess your health.

This opinion is not a diagnosis.

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

• REPORT FROM A SPECIALIST MEDICAL DOCTOR

You can request this benefit only after having had a MEDICAL CONSULTATION.

If you want to know which is the closest doctor for a specialist visit, the Organizational Structure will indicate the name of the doctor, compatible with local availability.

• HEALTH RETURN

You can request Health Repatriation when, after an accident, the doctors from the Organizational Structure together with the doctors on site, decide that you can be transferred

- in an equipped healthcare facility in the place where you are,
- or
- in an equipped health facility in the place where you reside
- or
- to your residence.

The final decision is however the one taken by the doctors of the Organizational Structure.

Europ Assistance organizes and pays for your medical repatriation at the times and with the means most suitable to the situation.

The means of transport are:

- air ambulance; which is used, when available, only and exclusively if you reside in Italy and when the accident occurs in one of the European countries or in the Mediterranean Basin countries.
- economy class airliner, even with space for a stretcher if you need to lie down;
- first class train and, if necessary, with sleeping car;
- ambulance.

The Organizational Structure also provides medical or nursing assistance during the return journey if your doctors deem it necessary.

Europ Assistance may ask you for the return ticket that you do not use.

In the event of your death, the Organizational Structure will organize and carry out the transportation of the body to the place of burial in Italy. Europ Assistance will pay on your behalf only the expenses for the transportation of the body.

• A FAMILY MEMBER'S TRIP

If, during your trip, you are hospitalized in a healthcare facility for more than 7 days and you need the help of a family member, call the Organizational Structure.

The Organizational Structure books to your family member residing in Italy a ticket to reach you, so that I can be with you.

Europ Assistance pays for you only the costs for a first class train ticket or an economy class flight ticket.

• ACCOMPANIMENT OF MINORS

If, during the trip, you suffer an accident and are unable to take care of children under 15 years of age traveling with you, call the Organizational Structure.

The Organizational Structure books a return ticket for one of their relatives residing in Italy. This return ticket is used to reach the minors and bring them back to their residence in Italy.

Europ Assistance pays for you only the costs of a first class train ticket or an economy class flight ticket.

• RETURN OF THE CONVALESCENT INSURED

If you are recovering from an accident while travelling and are unable to use your insurance the means of transport initially planned for the return from the trip. Call the Organizational Structure.

THE Organizational Structure books a ticket for you first class train or economy class air ticket.

Europ Assistance pays only the ticket costs on your behalf.

Europ Assistance may ask you for the return ticket that you have not used.

• EXTENSION OF STAY

If a medical certificate confirms that the injury you have suffered prevents you from returning home on the date you had planned, call the Organizational Structure. In this case, the Organizational Structure books a hotel for you.

Europ Assistance pays the room and breakfast costs in a hotel with a maximum category of 4 stars, until the day on which, based on the opinion of the doctors of the Organizational Structure, you can return to your residence, as established in the "Health Return" or "Return of the Convalescent Insured" benefit.

The opinion of the doctors of the Organizational Structure is the final one.

• DRIVER AT YOUR DISPOSAL

(service valid in Italy and Europe)

If, after having suffered an injury, you are unable to drive the vehicle with which you set out on the journey and none of the passengers, for objective reasons, can do so in your place, call the Organizational Structure.

The Organizational Structure provides you with a driver who will take you, the other passengers and the vehicle to the city where you reside. To do this, he will follow the shortest route.

Alternatively, the Organizational Structure may provide you with a first class train ticket or an economy class flight ticket to allow you to recover the vehicle.

Europ Assistance will pay on your behalf only the expenses of the driver or the ticket indicated above up to a maximum of Euro 200.00 per accident.

Attention:

You will need to provide the name and telephone number of the doctor who certified your inability to drive.

If you decide to return to your residence without waiting for the driver, you must inform the Organizational Structure where your vehicle is kept. Together with the vehicle you must leave the keys, the vehicle registration document, the authorization to drive the vehicle, and if it is abroad, the green card.

• **INTERPRETER AVAILABLE ABOARD**

If you are hospitalized in a healthcare facility abroad and have difficulty communicating with doctors why you don't know the local language, call the Organizational Structure.

The Organizational Structure sends you an interpreter to the hospital for daily meetings with the doctors of the Health Institute.

Europ Assistance pays the cost of the Interpreter for a maximum of 8 working hours.

• **ASSISTANCE FOR PHYSIOTHERAPY TREATMENTS WITH A REHABILITATION ORIENTATION ON RETURN TO HOME, IN ITALY**

If, after an accident that occurred while traveling and for which you were hospitalized in a health care institution, you need a physiotherapist, call the Organizational Structure.

The Organizational Structure will send the physiotherapist to the place where you live in Italy during the convalescence period.

Europ Assistance pays the physiotherapist's fee on your behalf up to a maximum of Euro 1,000.00 per claim and travel period.

• **PSYCHOLOGICAL SUPPORT WHEN RETURNING HOME TO ITALY**

If after an accident that has caused a serious permanent disability you need psychological support, call the Organizational Structure.

The Organizational Structure will arrange the consultation for psychological support or reimbursement of the psychological session that you wish to have with a specialist doctor of your choice.

Europ Assistance pays the costs on your behalf for up to a maximum of 6 sessions with an overall limit of Euro 1,000.00 per claim and travel period.

B) MEDICAL EXPENSES INSURANCE FOR ACCIDENT

You can request this guarantee only if you have suffered an injury while you are practicing, not as a professional, Outdoor Activities.

The maximum amounts for this Guarantee are based on the country where the accident occurred as shown in the table below:

VILLAGE		MAXIMUM By accident and travel duration.
A)	Italy, Republic of San Marino, Vatican City	Euro 5,000,00
B)	Europe: Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Latvia, Lebanon, Liechtenstein, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Syria, Tunisia, Turkey, Ukraine and the United Kingdom.	Euro 25,000,00
C)	World all remaining countries not included in groups A) and B) and with the exception of the countries listed in art. "Exclusions"	Euro 100,000.00

1. REIMBURSEMENT OF MEDICAL EXPENSES FOR ACCIDENT

If during the practice of Outdoor Activities you suffer an accident, Europ Assistance will pay on your behalf the urgent and non-postponable medical/pharmaceutical expenses incurred at the place of the accident, within the maximum amount indicated in the table above.

Europ Assistance pays the expenses on your behalf if the Organizational Structure has the technical-practical conditions to proceed. If this is not possible, Europ Assistance reimburses such expenses only if the Organizational Structure has authorized them.

If you have been hospitalized

- until your resignation from the Care Institute, or

- until the Europ Assistance doctors believe you can return to Italy.

Europ Assistance will cover or reimburse the expenses it has authorised for you and that you incur up to a maximum of 90 days of hospitalisation in total..

If you have not been hospitalized,

Only the expenses you have incurred during the policy term and that the Organizational Structure has authorized for you.

Within the maximum amount indicated in the table above, Europ Assistance will pay you:

- the costs of hospitalization in a healthcare institution.
- the costs of urgent and non-postponable dental care required following an accident that occurred while travelling, with a limit of Euro 100.00 per accident;
- in the event of an accident, the costs of repairing prostheses up to a limit of Euro 100.00 per incident;
- expenses for the purchase and application of orthopedic and/or prosthetic devices up to Euro 400.00 per claim;
- transportation costs with equipped vehicles to the nearest health facility up to Euro 1,000.00 per incident. The costs relating to toboggans or similar that occurred on the slopes are included up to a limit of Euro 200.00 per incident, provided that this resulted in transportation with other emergency vehicles to the nearest health facility.
- only in case of injury the costs of treatment you receive when you return to your residence, within 45 days of the accident and up to a maximum of Euro 5,000.00.

Abroad you can pay medical/hospital/pharmaceutical expenses in cash up to Euro 1,000.00.

Over 1,000.00 Euros, you must pay with:

- Bank transfer
- Credit card

In Italy you have to pay in compliance with the law.

Europ Assistance will reimburse your expenses only if you have complied with these conditions.

Attention!

A deductible is provided for this guarantee. See the "Limitations of Warranties" article in Section II

C) SEARCH AND RESCUE EXPENSES MONEY BACK GUARANTEE

You can request this guarantee only if the covered event occurred while you were practicing, not as a professional, Outdoor Activities.

If you are injured, missing or in any case in danger of life while practicing Outdoor Activities, civil and military rescue organizations or specialized public and private organizations can carry out search, rescue and/or recovery actions, even if only attempted, to come to your aid.

Europ Assistance will reimburse you for the costs you have incurred for these search, rescue and/or recovery expenses within the maximum limit of Euro 100,000.00 per accident and travel duration.

The costs for any use of helicopters during the above operations are also included.

Attention:

for each rescue and/or recovery operation the guarantee ends when the rescue team reaches the healthcare facility closest to the place where the rescue and/or recovery took place.

D) GUARANTEE REFUND OF LESSONS, EQUIPMENT, ACCOMMODATION AND PASSES NOT ENJOYED DUE TO ACCIDENT

You can request this guarantee only if you have suffered an injury while practicing, not as a professional, Outdoor Activities.

1. REFUND FOR LESSONS, EQUIPMENT, ACCOMMODATION AND PASSES NOT ENJOYED DUE TO ACCIDENT

If during the practice of Outdoor Activities, you suffer an injury and are hospitalised in a healthcare facility for more than three days and/or are put in a cast, Europ Assistance, within the maximum of Euro 1,000.00, it will reimburse you for the portion of unused services relating to:

- stay;
- lessons and/or guided tour;
- sports equipment rental;
- access pass to parks or protected areas and/or Skipass.

THE Maximum amounts are per accident and travel period.

2. REFUND FOR OWNED EQUIPMENT

If during a search and rescue operation, your sports equipment is lost or damaged, Europ Assistance up to a maximum of Euro 1,000.00, it will reimburse you for the costs of purchasing a new one.

The equipment you purchase as a replacement must be of equal quality and value to the equipment you owned prior to the loss/damage.

The maximum amounts are per claim and travel period.

E) ANNUAL GYM MEMBERSHIP REFUND GUARANTEE

You can request this guarantee only if you have suffered an injury while practicing, not as a professional, Outdoor Activities.

If during the practice of Outdoor Activities, you suffer an accident and are hospitalised in a healthcare facility for more than three consecutive days, Europ Assistance, within the maximum of Euro 1,000.00, will refund you for the paid but unused period relating to the annual gym membership.

Reimbursement is only possible if you provide documentation proving that you were unable to attend the gym for a minimum of 60 consecutive days. The maximum amounts are per claim and travel period.

F) GUARANTEEMEDICAL EXPENSES FOR COVID 19

If, during the trip, you are affected by an illness attributable to a Covid-19 epidemic/pandemic confirmed by reports with positive results, Europ Assistance pays for you (if there are the technical-practical conditions to proceed) or reimburse your medical expenses up to a maximum of Euro 5,000.00.

The maximum amounts are per Insured and per duration of the Guarantee.

Abroad you can pay medical/hospital/pharmaceutical expenses in cash up to Euro 1,000.00.

Over 1,000.00 Euros, you must pay with:

- Bank transfer
- Credit card

Europ Assistance will reimburse your expenses only if you have complied with these conditions.



Where do the guarantees apply?

Art. 8. - TERRITORIAL EXTENSION

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

This means all countries in the world.



When does coverage begin and when does it end?

Art. 9. - EFFECTIVE DATE AND DURATION

The guarantees start from the date of the start of the trip/stay and will be valid until the end of the same.

SECTION II – EXCLUSIONS AND LIMITATIONS OF WARRANTIES



What is not insured?

Art. 10. - EXCLUSIONS

• GENERAL EXCLUSIONS THAT APPLY TO ALL WARRANTIES

All guarantees exclude damages caused by:

- a. fraud or gross negligence except as indicated in the individual guarantees;
- b. mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- c. pathological states related to HIV infections;
- d. from floods, inundations, volcanic eruptions, earthquakes, atmospheric phenomena having characteristics of natural disasters, phenomena of transmutation of the atomic nucleus, radiation caused by the artificial acceleration of atomic particles;
- e. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- f. epidemics and pandemics declared by the World Health Organization.

Any travel undertaken for the purpose of participating in races/competitions involving extreme activities and business travel is excluded.

EXCLUDED COUNTRIES: Travel to the following countries is not insured: Afghanistan, Cocos (Keeling) Islands, South Georgia, Heard Island and Mc Donald's Islands, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

• EXCLUSIONS RELATING TO INDIVIDUAL GUARANTEES

The ASSISTANCE GUARANTEE also excludes claims due to:

- a. air sports in general, acts of recklessness, as well as all injuries suffered as a result of sporting activities carried out on a professional basis;
- b. sports involving the use of motor vehicles and vessels;
- c. injuries resulting from and deriving from the abuse of alcohol or psychotropic drugs as well as from the non-therapeutic use of narcotics and hallucinogens;
- d. accidents caused by mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- e. for skiing, failure to use a protective helmet as required by Law 363/2003;
- f. practice of sports such as: mountaineering up to an altitude reachable by helicopter rescue and which can guarantee safe intervention/evacuation with the same means, skeleton, speleology, bobsleigh, sport climbing on any terrain if performed without the aid of safety equipment and instruments, ski or hydroski jumping, acrobatic and extreme skiing;
- g. participation, in a professional capacity or under a paid contract, in official competitions organised by any sports federation, including training for such competitions. By way of derogation from the following exclusion, sports competitions carried out for recreational and/or leisure purposes are considered covered;
- h. participation in any race, competition, event or endurance test, even if of a recreational or recreational nature, which involves deprivation of sleep, mental alertness, physical activity for a period equal to or greater than 12

- i. consecutive hours or which is carried out in extreme conditions;
- j. conscious failure to comply with official regulations;
- k. hunting with any weapon;
- l. participation in expeditions, time trials and/or record attempts or trips organized for the specific purpose (even if not exclusive) of scientific or military exploration.

l. everything not indicated in the individual services.

IN ADDITION, THE FOLLOWING EXCLUSIONS APPLY TO INDIVIDUAL SERVICES:

• HEALTH RETURN

The following are excluded:

- the illness or injury that allows you, according to the assessment of the doctors of the Organizational Structure, to continue travelling,
- the illness or injury that can be treated on site,
- infectious diseases, when transport does not comply with national or international health regulations,
- discharge from a medical center or hospital against the advice of your doctors, by your choice or by the choice of your family members.

In the event of death, the following are excluded:

- funeral expenses, search for people, recovery of the body and other expenses not related to transportation.
- The transport of the body to places that are not accessible by normal means of transport.

Transport, always in compliance with the laws in force, may be carried out with vehicles suitable for funeral transport (e.g. hearses).

Return to residence is excluded if you are not a resident of Europe and your trip is to a non-European country.

For the MEDICAL EXPENSES INSURANCE FOR ACCIDENTAL Also excluded are:

- a. injuries resulting from the performance of the following activities: air sports in general, acts of recklessness, as well as all injuries suffered as a consequence of sporting activities carried out on a professional basis;
- b. injuries resulting from and deriving from the abuse of alcohol or psychotropic drugs as well as from the non-therapeutic use of narcotics and hallucinogens;
- c. accidents caused by mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- d. the practice of skiing, without the use of a protective helmet as required by Law 363/2003;
- e. practice of sports such as: mountaineering up to an altitude reachable by helicopter rescue and which can guarantee safe intervention/evacuation with the same means, skeleton, speleology, bobsleigh, sport climbing on any terrain if performed without the aid of safety equipment and instruments, ski or hydroski jumping, acrobatic and extreme skiing;
- f. participation, in a professional capacity or under a paid contract, in official competitions organised by any sports federation, including training for these competitions. By way of derogation from the following exclusion, sports competitions carried out for recreational and/or leisure purposes are considered covered;
- g. participation in any race, competition, event or endurance test, even if of a recreational or recreational nature, which involves deprivation of sleep, mental alertness, physical activity for a period equal to or greater than 12 consecutive hours or which is carried out in extreme conditions;
- h. sports involving the use of motor vehicles and vessels;
- i. conscious failure to comply with official regulations;
- j. hunting with any weapon;
- k. participation in expeditions, time trials and/or record attempts or trips organized for the specific purpose (even if not exclusive) of scientific or military exploration;
- l. sudden illness, chronic and pre-existing illness;

Also excluded are:

- all expenses incurred by the Insured, if he has not reported to Europ Assistance, directly or through third parties, the hospitalisation or emergency room service;
- expenses for the treatment or elimination of physical defects or congenital malformations, for aesthetic applications not related to reconstructive surgery, for nursing, physiotherapy and spa treatments;
- expenses incurred after the 90th day from the occurrence of the event following departure from the place of the accident;
- the costs of purchasing and repairing glasses and contact lenses.

For the SEARCH AND RESCUE EXPENSES MONEY BACK GUARANTEE Also excluded are:

- a. injuries resulting from the performance of the following activities: air sports in general, acts of recklessness, as well as all injuries suffered as a consequence of sporting activities carried out on a professional basis;
- b. injuries resulting from and deriving from the abuse of alcohol or psychotropic drugs as well as from the non-therapeutic use of narcotics and hallucinogens;
- c. accidents caused by mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;
- d. all cases in which, in the opinion of the intervening Authorities, the Insured was able to save himself;

- e. practice of sports such as: mountaineering up to an altitude reachable by helicopter rescue and which can guarantee safe intervention/evacuation with the same means, skeleton, speleology, bobsleigh, sport climbing on any terrain if performed without the aid of safety equipment and instruments, ski or hydroski jumping, acrobatic and extreme skiing;
- f. participation, in a professional capacity or under a paid contract, in official competitions organised by any sports federation, including training for these competitions. By way of derogation from the following exclusion, sports competitions carried out for recreational and/or leisure purposes are considered covered;
- g. participation in any race, competition, event or endurance test, even if of a recreational or recreational nature, which involves deprivation of sleep, mental alertness, physical activity for a period equal to or greater than 12 consecutive hours or which is carried out in extreme conditions;
- h. sports involving the use of motor vehicles and vessels;
- i. conscious failure to comply with official regulations;
- j. hunting with any weapon;
- k. participation in expeditions, time trials and/or record attempts or trips organised for the specific purpose (even if not exclusive) of scientific or military exploration;
- l. sudden illness, chronic and pre-existing illness.

For the **GUARANTEE OF REFUND OF LESSONS, EQUIPMENT, ACCOMMODATION AND PASSES NOT ENJOYED DUE TO ACCIDENT** and for the **ANNUAL GYM MEMBERSHIP MONEY BACK GUARANTEE** also excludes injuries caused by:

- a. from driving any motor vehicle or vessel, if the Insured does not have the qualification required by the provisions in force, except in the case of driving with an expired licence, but on condition that the Insured has, at the time of the accident, the requirements for renewal;
- b. from the use, even as a passenger, of aircraft, including hang gliders, ultralights, paragliders;
- c. from drunkenness, from abuse of psychotropic drugs, from the use of narcotics and hallucinogens;
- d. from surgical operations, examinations or medical treatments not made necessary by an accident;
- e. from the Insured's participation in crimes committed or attempted by him;
- f. from floods, inundations, earthquakes and volcanic eruptions;
- g. atmospheric phenomena having characteristics of natural disasters;
- h. from war and insurrection, except as provided under the point "Accidents caused by war and insurrection";
- i. from natural or induced energetic transformations or adjustments of the atom, and from accelerations of atomic particles (nuclear fission and fusion, radioactive isotopes, accelerator machines, X-rays, etc.);
- j. from mental illnesses and psychiatric disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms and related consequences/complications;

Also excluded are injuries caused by:

- a. from the practice of sports involving the use of motor vehicles and vessels;
- b. of the sport of parachuting;
- c. from skiing, without using a protective helmet as required by Law 363/2003;
- d. from the practice of sports such as: mountaineering up to an altitude reachable by helicopter rescue and which can guarantee safe intervention/evacuation with the same means, skeleton, speleology, bobsleighting, sport climbing on any terrain if performed without the aid of safety equipment and tools, ski or hydroski jumping, acrobatic and extreme skiing;
- e. from participation, in a professional capacity or under a paid contract, in official competitions organised by any sports federation, including training in preparation for these competitions. By way of derogation from the following exclusion, sports competitions carried out for recreational and/or leisure purposes are considered covered;
- f. from participation in any race, competition, event or endurance test, even if of a recreational or recreational nature, which involves deprivation of sleep, mental alertness, physical activity for a period equal to or greater than 12 consecutive hours or which is carried out in extreme conditions;
- g. from the practice of sports involving the use of motor vehicles and vessels;
- h. from conscious non-observance of official rules;
- i. from the practice of hunting with any weapon;
- j. from participation in expeditions, time trials and/or record attempts or trips organised for the specific purpose (even if not exclusive) of scientific or military exploration.
- k. from acts of recklessness;
- l. from the practice of all activities involving the use of mines, weapons and/or dangerous substances, access to mines, excavations and/or quarries and land and sea extraction activities.

The **COVID-19 MEDICAL EXPENSES REFUND GUARANTEE** also excludes:

- a. failure to comply with the ordinances/regulations imposed by the control bodies/of the host countries or countries of origin;
- b. expenses due to or attributable to quarantine or other restrictive measures on freedom of movement, decided by the competent International and/or local Authorities, meaning local authorities any competent authority of the country of origin or of any country where you have planned your trip or through which you are transiting to reach your destination, are not guaranteed.
- c. illnesses in progress at the time of departure for the trip;

- d. everything not indicated in the "Medical Expenses" guarantee.



Are there any coverage limits?

Art. 11. - SANCTIONS INTERNATIONAL

Europ Assistance Italia SpA is not required to provide insurance coverage and is not required to pay the Indemnity and/or Compensation or to recognize any benefit provided for by these Insurance Conditions 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 sanctions or revocation measures determined by laws or regulations of the European Union or the USA. This clause shall prevail over any contrary clause that may be contained in these Insurance Conditions.

At the following link you will find the updated list of countries subject to sanctions

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

The policy is not operational in the following countries: Syria, North Korea, Iran and Venezuela and in Crimea

Attention!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, Compensation/Refunds provided for in the Policy you must demonstrate to Europ Assistance Italia SpA that you are in Cuba in compliance with US laws.

Without authorization for your stay in Cuba, Europ Assistance Italia SpA cannot provide assistance and recognize compensation/reimbursement.

Art. 12. - LIMITATIONS OF WARRANTIES

• OPERATIONAL LIMITS

The guarantees are operational more than 50 km from where you live in Italy.

• TRAVEL RESTRICTIONS

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

• AGE LIMITS

This policy insures people aged 75 years and under.

If you turn 75 during the policy's term, we still consider you insured until the expiry date.

• CONTINUED STAY ABROAD

You can stay abroad for a maximum of 7 consecutive days. You will not be insured for claims that occur after 7 days.

A) ASSISTANCE WARRANTY

• INTERVENTION LIMITS

Europ Assistance does not provide you with Services in those countries that are in a state of declared or actual belligerence, including those whose belligerence has been made public. The countries indicated on the website are considered such. <https://www.europassistance.it/paesi-in-stato-di-belligeranza> with a danger level equal to or greater than 4.0. Europ Assistance cannot provide you with assistance services in countries where local or international authorities do not allow you to intervene on site even if there is no risk of war.

• LIMITS ON THE DELIVERY OF SERVICES

The Assistance benefits are provided up to three times per insured person, for each type within the duration of the trip.

• LIMITATION OF LIABILITY

Europ Assistance will not have to compensate for damages:

- caused by the intervention of the Authorities of the country in which the assistance is provided,
- resulting from any other fortuitous and unforeseeable circumstance.

Yes precisely furthermore that the operation of the services is in any case subject to the limitations and provisions imposed by the government, local and health authorities.

B) MEDICAL EXPENSES REIMBURSEMENT GUARANTEE FOR INJURY

• DISCOVERY

In the event of reimbursement, after evaluating the documentation and only if authorised by the Organisational Structure, Europ Assistance will proceed to settle the medical expenses by applying a 20% deductible on the expenses incurred with a minimum of Euro 50.00.

This deductible does not apply to expenses resulting from hospitalization in a healthcare institution.

Example of overdraft:

eg: 1) estimated amount of damage Euro 100.00

20% overdraft Euro 20.00

there is a minimum of Euro 50.00 that I apply because the calculated overdraft is lower

damages compensable/reimbursable within the limits of the maximum Euro 50.00 (Euro 100.00 – Euro 50.00)
eg:2) estimated amount of damage Euro 500.00
uncovered 20% Euro 100.00
there is a minimum of Euro 50.00, but I apply the overdraft which is higher than the minimum
compensable/refundable damage within the limits of the maximum Euro 400.00 (Euro 500.00 – Euro 100.00)

- medical certificate showing the days of prognosis;
- original of pass, ski pass, any payment invoices for lessons, sports equipment and accommodation.

E) ANNUAL GYM MEMBERSHIP REFUND GUARANTEE

You must file a report no later than ten days after you had the accident.

You must submit the following data/documents

- Emergency Room certificate, drawn up at the scene of the accident, reporting the injury suffered or the medical diagnosis certifying the type and manner of the injury suffered;
- certified copy of the original medical record;
- medical certificate showing the days of prognosis;
- original of the entrance cards and declaration from the gym itself of cancellation of membership;
- copy of the gym membership contract;
- subscription payment invoices.

F) COVID 19 MEDICAL EXPENSES GUARANTEE

In case of an accident, you must call immediately the Organizational Structure at number: +3902.58.28.65.37 from Italy or abroad, you have to do a report it no later than sixty days after you had the accident.

You must send the following data/documents:

- the Emergency Room certificate written at the scene of the accident indicating the pathology suffered or the medical diagnosis certifying the type of injury suffered and how it happened;
- the certified copy of the original medical record, if you have been hospitalized;
- original invoices, receipts or tax receipts for expenses incurred, complete with the tax data (VAT number or tax code) of the issuers and holders of the receipts themselves;
- premedical prescription for the purchase of medicines with the original receipts of the medicines purchased;
- Covid-19 positivity test report

For claims management of all guarantees:

Europ Assistance may ask you for other documents necessary to evaluate the claim.

You are obligated to give them to him.

If you fail to comply with your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

This is established by the Civil Code in art. 1915.

Art. 1915 Italian Civil Code: the article explains what happens to the Insured if he does not report the accident to his insurer within the time frame requested.

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

If the Insured intentionally behaves in a way that causes or aggravates the damage, the insurer may not pay him.

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

Art. 14. - CRITERIA FOR THE EVALUATION AND LIQUIDATION OF DAMAGES

• PAYMENT OF COMPENSATION

For all Guarantees with the exception of Europ Assistance, after having received the necessary documentation from you, after having verified the operability of the Guarantee and after having carried out the necessary checks, it establishes the Compensation/Daily Allowance/refund that is due to you and communicates it to you.

Europ Assistance will pay you within 20 days of this communication.

In the event of death before Europ Assistance has paid you the compensation/Daily Allowance/refund, your heirs will be entitled to the settlement that would have been due to you only by demonstrating the existence of the right to the compensation/Daily Allowance/refund by delivering to Europ Assistance the documentation requested in the art. "Obligations of the Insured in the event of a Claim".

C) GUARANTEE REIMBURSEMENT OF EXPENSES FOR SEARCH AND RESCUE

• CRITERIA

If the search and rescue operation involves more than one person, Europ Assistance will only reimburse you for the portion of expenses that are attributable to you.

The total costs incurred will be divided equally between the people involved and, as an insured person, only your share will be reimbursed.

E) ANNUAL GYM SUBSCRIPTION REFUND GUARANTEE

• CRITERIA

It will refund you the amount relating to the number of unused subscription days, calculated as follows:

- (Annual gym membership cost) : (number of days membership duration) = Cost of one day's membership.
- (Cost of one day of membership) x (number of unused membership days) = REFUNDABLE AMOUNT.

The REFUNDABLE AMOUNT will be refunded to you within the limits of the maximum amount provided for by the guarantee.

GLOSSARY

Insured: Ito a natural person who has purchased a travel package from the Contractor (whom we address on a first-name basis).

SECTION III – OBLIGATIONS OF THE INSURED AND OF EUROP ASSISTANCE



What obligations do you have and what obligations does the company have?

Art. 13. - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM FOR ALL WARRANTIES OTHER THAN ASSISTANCE

You will need to report the accident in the following ways:

- by accessing the portal <https://sinistrionline.europassistance.it> or to the site www.europassistance.it to the CLAIMS section. You must follow the instructions.

or

- by writing a registered letter with return receipt to Europ Assistance - Claims Settlement Office (indicating the guarantee for which you are reporting the claim) – Via del Mulino 4, 20057 Assago (MI).

You must provide the following data/documents:

- your name, surname and address
- your phone number;
- The Europ Assistance card number + case number;
- the circumstances of the incident;
- the date of the accident;
- place where you or the person(s) who caused the accident can be found.

The times for reporting the claim are indicated in the individual guarantees.

IN ADDITION TO THIS, FOR EACH WARRANTY YOU MUST GIVE US OTHER INFORMATION/DOCUMENTS, AS INDICATED BELOW:

A) ASSISTANCE WARRANTY

Always call the Europ Assistance Organizational Structure at: +3902.58.28.65.37 from Italy or abroad. The Organizational Structure is active 365 days a year, 24 hours a day.

Don't do anything without first contacting the Organizational Structure. In case of emergency, call Emergency Services.

If you do not contact Europ Assistance, it will not guarantee you the services. Article 1915 of the Civil Code applies.

B) MEDICAL EXPENSES INSURANCE FOR ACCIDENT

In case of an accident, you must call immediately the Organizational Structure at number: +3902.58.28.65.37 from Italy or abroad, you have to do a report it no later than sixty days after you had the accident.

You must send the following data/documents:

- the Emergency Room certificate written at the scene of the accident indicating the pathology suffered or the medical diagnosis certifying the type of injury suffered and how it happened;
- a certified copy of your medical records, if you have been hospitalized;
- original invoices, receipts or tax receipts for expenses incurred, complete with the tax data (VAT number or tax code) of the issuers and holders of the receipts themselves;
- medical prescription for the purchase of medicines with the original receipts of the purchased medicines.

C) GUARANTEE REIMBURSEMENT OF EXPENSES FOR SEARCH AND RESCUE

You must file a report no later than ten days after you had the accident.

You must send the following data/documents:

- in case of hospitalization, a certified copy of the original medical record;
- original invoices, receipts or tax receipts for expenses incurred, complete with the tax data (VAT number or Tax Code) of the issuers and holders of the receipts themselves.
- detailed report from the authorities who intervened to provide relief.

D) GUARANTEE REFUND OF LESSONS, EQUIPMENT, ACCOMMODATION AND PASSES NOT ENJOYED DUE TO ACCIDENT

You must file a report no later than ten days after you had the accident.

You must send the following data/documents:

- Emergency Room certificate, drawn up at the scene of the accident, reporting the injury suffered or the medical diagnosis certifying the type and manner of the injury suffered;
- certified copy of the original medical record;

Outdoor Activities: recreational activities and sports practices carried out in a natural environment, such as, by way of example and not limited to: Trekking, Hiking, Hiking with the use of snowshoes, Mountaineering, Climbing, Nordic Walking, Skiing, Snowboarding, Ski Mountaineering, Freeride Skiing, Mountain biking, Running, Sailing, Canoeing/Kayaking, Rafting, Nature walks including with animals, Orienteering.

Sports Equipment: everything necessary for practicing outdoor activities.

Failure: It is the damage to the baggage during navigation or flight.

Luggage: the suitcase, bag and backpack that you take with you on your travels and what they contain.

Insurance Conditions: clauses of the Policy containing: General Insurance Conditions for the Insured, the description of the Guarantees, the excluded risks and the limitations of the Guarantees, and the obligations of the insured and of Europ Assistance.

Contractor: the Company that carries out the activity of Tour Operator, which has its registered office and tax office in Italy, the Republic of San Marino, and the Vatican City State and which underwrites the policy on behalf of third parties and assumes the related costs.

Travel companion: the person traveling with you and is insured under this policy.

Europ Assistance: The insurance company, that is Europ Assistance Italia SpA in Via Del Mulino, 4 20057 Assago (MI), authorised by the decree of the Ministry of Industry, Trade and Crafts No. 19569 of 2 June 1993 (Official Journal of 1 July 1993 No. 152) and registered in section I of the Register of Insurance and Reinsurance Companies at no. 1.00108. Europ Assistance is a company of the Generali Group, registered in the Register of Insurance Groups, managed and coordinated by Assicurazioni Generali SpA

Family: the spouse, the common-law partner, the children, parents, brothers/sisters, son-in-law/daughter-in-law, grandparents, grandchildren, parents-in-law, brother-in-law/sister-in-law and any other persons who live with the insured person provided that they are registered on a regular registry certificate.

Franchise: is the amount that remains your responsibility at the time of settlement of the claim.

Warranty: insurance that is different from assistance insurance and for which, in the event of a claim, Europ Assistance recognises compensation.

Broken down: the damage suffered by the vehicle due to wear, defect, breakage, failure of its parts to function such as to make it impossible for you to use it under normal conditions.

Compensation/Reimbursement: the amount that Europ Assistance pays you in the event of a claim.

Injury: the event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is objectively verifiable physical injuries that cause death, permanent disability or temporary incapacity.

Plaster cast: the means of containment made of modelling plaster or other equivalent immobilising supports.

Institute of Treatment: the public hospital, clinic or nursing home, whether contracted with the National Health Service or private, regularly authorised to provide hospital care. Spas, convalescent and residential homes, and clinics with dietetic and aesthetic purposes are not considered health care institutions.

Illness: any alteration in the state of health not dependent on injury.

Chronic disease: the illness which has led, in the last 12 months, to diagnostic investigations, hospital admissions or treatments/therapies.

Sudden illness: acute onset illness that you were unaware of prior to the start of your Trip.

Pre-existing disease: illness which is the expression or direct consequence of pathological situations which occurred before the start of the Policy.

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

Policy: the insurance contract that establishes the rights and duties between Europ Assistance and the Contractor/Insured.

Award: the amount owed to Europ Assistance.

Performance: assistance provided in kind, i.e. the help that must be provided to the Insured, in times of need, by Europ Assistance through the Organizational Structure.

Residence: the place where you live as shown on your registry certificate.

Hospitalization: staying in a healthcare facility for at least one night.

Risk: the probability that the accident will occur.

Left: the occurrence of the damaging event for which the insurance benefit/guarantee is recognized.

Discovery: the part of the amount of the damage, which is declared as a percentage and which remains obligatorily your responsibility with a minimum expressed in absolute value.

Medical/Pharmaceutical/Hospital Expenses: are to be understood as surgical costs (fees of the surgeon, assistant, anesthetist, operating room fees and surgical materials) and health costs (hospitalization fees, specialist medical consultations, medicines, tests and diagnostic tests). Hospitalization fees indicate the cost of a day of hospitalization in a health care institution. The cost also includes medical/nursing assistance.

Organizational Structure: the structure of Europ Assistance Italia SpA - P.zza Trento, 8 - 20135 Milan, made up of managers, personnel (doctors, technicians, operators), equipment and devices (centralized and otherwise) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured, and the organization and provision of the assistance services provided for in the Insurance Conditions.

Vehicle: pursuant to articles 47 and following of the New Highway Code, a vehicle is understood to be one for personal use with a total weight when fully loaded of up to 3.5 tonnes with an Italian license plate and in particular:

- car
- trailers (trailer trailer; caravan) towed by cars;
- camper vans and motorhomes that require a B driving licence;

- motorcycle.

Vector: plane, tour bus, train, ship.

Voyage: travel for tourist purposes.

In the case of travel by plane, train, bus or ship, this means the journey from the departure station (airport, port or bus/railway station) of the journey to the arrival station. In the case of travel by car or other means other than ship, plane or bus, this means any location more than 50 km from the place of residence in Italy of the Insured. Only for Vehicle Assistance the mileage deductible does not apply.

COMPLAINTS

Any complaints regarding the contractual relationship or the management of claims must be forwarded in writing to: Europ Assistance Italia SpA – Complaints Office – Via del Mulino n. 4 – 20057 Assago (MI); fax: 02.58.47.71.28 – certified email: reclami@pec.europassistance.it - e-mail: ufficio.reclami@europassistance.it .

If you are not satisfied with the outcome of the complaint or if you do not receive a response within a maximum of forty-five days, you can contact IVASS (Institute for the Supervision of Insurance) - Consumer Protection Service - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, pec: ivass@pec.ivass.it , attaching the documentation relating to the complaint handled by Europ Assistance. In these cases and for complaints regarding compliance with sector regulations to be submitted directly to IVASS, in the complaint you must indicate:

- name, surname and address of the complainant, with telephone number if applicable;
- identification of the person or persons whose actions are being complained about;
- brief and exhaustive description of the reason for the complaint;
- copy of the complaint submitted to Europ Assistance Italia and any feedback provided by the latter;
- any document useful for describing the relevant circumstances more fully.

The form for submitting a complaint to IVASS can be downloaded from the website www.ivass.it.

Before involving the judicial authorities, you can turn to alternative dispute resolution systems provided for by law or convention.

• *Mediation: by contacting a Mediation Body from among those listed by the Ministry of Justice, which can be consulted on the website www.giustizia.it (Law 9/8/2013 n. 98);*

• *Assisted negotiation: through a request from your lawyer to Europ Assistance Italia SpA*

Insurance disputes regarding the determination and estimation of damages under damage risk policies (where provided for in the Insurance Conditions).

In the event of disputes relating to the determination and estimate of damages, it is necessary to resort to the contractual appraisal where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual appraisal or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino n. 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address sinistri@pec.europassistance.it .

If the disputes are in the context of damage risk policies for which the contractual appraisal has already been carried out or which are not related to the determination and estimate of damages, the law provides for mandatory mediation, which constitutes a condition of admissibility, with the option of resorting to assisted negotiation beforehand.

Insurance disputes on medical matters (where provided for in the Insurance Conditions).

In the event of disputes relating to medical issues related to accident or illness policies, it is necessary to resort to arbitration where provided for by the Insurance Conditions for the resolution of this type of dispute. The request for activation of the contractual assessment or arbitration must be addressed to: Claims Liquidation Office – Via del Mulino n. 4 – 20057 Assago (MI), by registered mail with return receipt or certified email: to the address sinistri@pec.europassistance.it . The arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

If the disputes are in the context of accident or health insurance policies for which arbitration has already been carried out or which do not concern medical issues, the law provides for mandatory mediation, which constitutes a condition for admissibility, with the option of resorting to assisted negotiation beforehand.

The right to appeal to the Judicial Authority remains intact.

To resolve cross-border disputes you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (accessing the website http://ec.europa.eu/internal_market/finnet/index_en.htm).

HOW TO CONTACT EUROP ASSISTANCE

To request assistance and payment of medical expenses you must call the following numbers:

02-58.28.65.37

from Italy or abroad.

IMPORTANT: Do not take any action without first contacting the Organizational Structure by telephone.

If you can't call, you can send:

- a fax to the number 02.58.47.72.01

or

- a communication to the email address: sanitario@europassistance.it

The Europ Assistance Organizational Structure is available 24 hours a day to answer your phone calls, to help you or to tell you what to do to best resolve any type of problem, as well as to authorize any expenses.

In order to provide the Guarantees provided for in the Insurance Conditions, Europ Assistance must process your personal data and, as stated in EU Regulation 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By calling or writing or by having Europ Assistance called or written, you freely provide your consent to the processing of your personal health-related data as indicated in the Information on data processing that you have received. To obtain information on the Policy you can call the toll-free number 800-013529 from Italy from Monday to Saturday excluding holidays, from 8.00 to 20.00.

PRIVACY POLICY

WHAT ARE PERSONAL DATA AND HOW ARE THEY USED BY EUROP ASSISTANCE ITALIA SPA Information on data processing for insurance and commercial purposes (pursuant to articles 13 and 14 of the European Regulation on the protection of personal data)

Personal Data is information that relates to a person and allows them to be recognized among other people. Personal Data includes, for example, the name and surname, identity card or passport number, information relating to health, such as illness or injury, information relating to crimes and criminal convictions. There are rules¹ that protect Personal Data to protect them from incorrect use. Europ Assistance Italia, as Data Controller, respects these rules and, also for this reason, wishes to inform you about what it does with your Personal Data.

If what is described in this Notice is not sufficient or you wish to assert a right provided for by the legislation, you can write to the Data Protection Officer at Europ Assistance Italia - Data Protection Office – Via del Mulino, 4 – 20057 Assago (MI) or by email to Data.Protection.Office@europassistance.it

Why Europ Assistance Italia uses your personal data and what happens if you do not provide it or do not authorize its use

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and GUARANTEES, including those relating to your health status or relating to crimes and criminal convictions, for the following insurance purposes:

- carry out the activity that is envisaged by the Policy or to provide the SERVICES and GUARANTEES; carry out the insurance activity or for example propose and manage the Policy, collect premiums, reinsure, carry out control and statistical activities: Your common Data, which could also be related to Your position (geolocation), are processed for contractual fulfillment; to process, where necessary, Your Data relating to the state of health, you will have to provide Your consent; in some processes of management of SERVICES and GUARANTEES, automated decision-making processes are used².
- carry out insurance activities, prevent and detect fraud, take legal action and report possible crimes to the Authorities, recover credits, carry out intra-group communications, protect the security of company assets (e.g. buildings and IT tools), develop IT solutions, processes and products: Your Data, including those relating to your health for which you have given consent or relating to crimes and criminal convictions, are processed for the legitimate interest of the company and third parties;
- carry out the activity that is required by law, such as the conservation of Policy and claim documents; respond to requests from authorities, such as the Carabinieri, the Institute for Insurance Supervision (IVASS): Your Data, including those relating to your health status or relating to crimes and criminal convictions, are processed to comply with the law or regulations.

If you do not provide your Personal Data and/or do not consent to their use, Europ Assistance Italia will not be able to carry out the activity for insurance purposes and therefore will not be able to provide the SERVICES and GUARANTEES.

How Europ Assistance Italia uses your personal data and to whom it communicates them

Europ Assistance Italia, through its employees, collaborators and also external subjects/companies³, uses the Personal Data it has obtained from you or other people (such as, for example, the policyholder, a relative or the doctor who treated you, a travel companion or a supplier) both on paper and with the computer or app.

For insurance purposes, Europ Assistance Italia may communicate your personal data, if necessary, to private and public entities operating in the insurance sector who are involved in the management of existing relationships with you or to other entities that carry out technical, organizational, operational tasks.⁴

Europ Assistance Italia, based on the activity it must carry out, may use your Personal Data in Italy and abroad and also communicate them to subjects based in States that are outside the European Union and that may not guarantee an adequate 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 appropriate and adequate guarantees based on the applicable law. You have the right to obtain information relating to the transfer of your Personal Data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not make your Personal Data accessible to the public.

How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia retains your Personal Data for the entire time necessary to manage the purposes indicated above in accordance with the provisions of the law or, if missing, based on the times reported below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration pursuant to the provisions of the Civil Code or for a further 5 years pursuant to the insurance regulatory provisions.
- Common personal data collected on any occasion (for example, taking out a Policy, requesting a quote) accompanied by consent/refusal of consent for commercial promotions and profiling are retained without expiry, as well as evidence of the related changes made by you over time to the consent/refusal. Your right to object at any time to such processing and to request the deletion of your data remains intact where there are no contractual or regulatory conditions that provide for the necessary retention.
- Personal data collected following the exercise of the rights of the interested parties are retained for 10 years from the last registration in accordance with the provisions of the Civil Code
- Personal data of individuals who have defrauded or attempted to defraud are retained even beyond the 10-year period.

In general, for anything not expressly specified, the ten-year retention period provided for by Article 2220 of the Civil Code or another specific period provided for by the legislation in force applies.

What are your rights to protect your personal data?

In relation to the processing of your Personal Data, you have the following rights: access, rectification, erasure, limitation, portability, revocation, opposition that you can assert in the manner indicated in the following paragraph "How you can assert your rights to protect your personal data". You have the right to lodge a complaint with the Guarantor for the Protection of Personal Data and you can find more information on the website www.garanteprivacy.it.

How you can exercise your rights to protect your personal data

- To find out which of your Personal Data is used by Europ Assistance Italia (right of access);

¹The European Regulation on the Processing of Personal Data EU 2016/679 (hereinafter Privacy Regulation) and the primary and secondary Italian legislation

²Automated decision-making means that management process that does not require the intervention of an operator: this process has shorter management times. If you want to request the intervention of an operator in relation to the Services you can call the Organizational Structure in relation to the Guarantees you can write to the Claims Liquidation at the contacts on the site www.europassistance.it and on the Policy.

³These subjects, pursuant to the Privacy Regulation, are designated as Data Processors and/or persons authorised to process data, or operate as independent Data Controllers or Joint Data Controllers, and carry out tasks of a technical, organisational and operational nature. They are, for example: agents, sub-agents and other agency collaborators, producers, insurance brokers, banks, SIMs and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical trustees, technical consultants, roadside assistance, experts, garages, car demolition centres, healthcare facilities, claims settlement companies and other contracted service providers, companies of the Generali Group and other companies that provide contract and performance management services, IT, telematics, financial, administrative, archiving, correspondence management, accounting auditing and balance sheet certification services, as well as companies specialising in market research and surveys on the quality of services.

⁴To the Policyholder, other branches of Europ Assistance, Generali Group Companies and other entities such as insurance intermediaries (agents, brokers, subagents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolition companies, healthcare facilities, companies that manage claims, other companies that provide IT, telematics, financial, administrative, archiving, mailing, profiling services and that detect the degree of customer satisfaction. The information on the processing of data of private and public entities that operate in the insurance sector and of other entities that perform technical, organizational, operational tasks that act as Data Controllers are located at the same (e.g. at the suppliers) and/or on www.europassistance.it

- to ask to rectify (update, modify) or, if possible, delete, limit and exercise the right of portability on your Personal Data processed by Europ Assistance Italia;
- to object to the processing of your Personal Data based on the legitimate interest of the owner or a third party unless the owner or the third party demonstrates the prevalence of such legitimate interests over yours or such processing is necessary for the establishment, exercise or defense of a right in court; to object to the processing of your Personal Data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, without prejudice to the fact that the revocation of the consent previously given does not deprive the processing carried out before the revocation of its lawfulness.

at any time you can write to:

Data Protection Office - Europ Assistance Italia SpA – Via del Mulino, 4 – 20057 Assago (MI),
also via email: Data Protection Office@europassistance.it

Changes and updates to the Policy

Also in consideration of future changes that may occur in the applicable privacy legislation, Europ Assistance Italia may integrate and/or update, in whole or in part, this Information. It is understood that any modification, integration or update will be communicated in compliance with the legislation in force also by means of publication on the website www.europassistance.it where you can also find more information on the personal data protection policies adopted by Europ Assistance Italia.