



# TRIPY ANNUAL

## INSURANCE CONDITIONS INCLUDING GLOSSARY AND PRIVACY NOTICE

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

**Travel Insurance Contract**

edition 06/2024



**Inter Partner Assistance S.A. - Rappresentanza Generale per l'Italia**

Compagnia di Assicurazioni e Riassicurazioni - Via Carlo Pesenti, 121 - 00156 Roma - Tel.06/42118.1  
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## GLOSSARY

**Insured:** the individual whose interests are covered and protected by the insurance.

**Insurance:** the insurance contract.

**Assistance:** timely assistance or help, in money or in kind, provided that the Insured person is in difficulties following the occurrence of an accident, organised through the Operations Centre.

**Luggage:** clothing, sporting goods and personal hygiene items, photographic and video equipment and its case, handbag, a backpack that may contain them and which the Insured may take with him/her on the trip.

**Natural disasters:** tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances.

**Operations Centre:** the organisational structure of Inter Partner Assistance SA - Rappresentanza Generale per l'Italia - Via Carlo Pesenti, n. 121 - 00156 Rome - made up of human resources and equipment, available 24 hours of every day of the year, providing telephone contact with the Insured, organising intervention in-situ and to carry out, with costs borne by the Company, any assistance provided for in the Policy.

**Travelling companion:** the Insured Person who, while not having family ties with the Insured who suffered the incident, is listed on the same journey of the Insured.

**Policyholder:** the person who takes out the insurance policy. In the case of a natural person, a person of legal age with legal capacity to act.

**Destinations:**

- **Italy:** the Italian Republic, the Republic of San Marino and the Vatican City State.
- **Europe, Mediterranean area, Australia and Argentina:** the countries of geographical Europe (including Italy and the Russian Federation), the Mediterranean (Algeria, Canary Islands, Cyprus, Egypt, Lebanon, Libya, Madeira, Morocco, Tunisia, Turkey, Israel), Australia and Argentina.
- **Whole world excluding USA, Canada and Mexico:** all countries of the world, excluding USA, Canada and Mexico.
- **Whole world including USA, Canada and Mexico:** all countries of the world including USA, Canada and Mexico.

**Domicile:** the place in the country of origin where the Insured has established the headquarters of his/her business and interests.

**Day hospital:** hospitalisation that does not involve an overnight stay, but is documented by medical records, at an authorised medical facility having beds devoted to hospital use.

**Abroad:** all countries of the world, except Italy.

**Event:** the occurrence that caused or has given rise, directly or indirectly, to one or more claims.

**Relative:** the spouse, children, father, mother, brothers, sisters, half-brother, half-sister, grandparents, in-laws, sons-in-law, daughters-in-law, brothers-in-law, uncles, first cousins, nieces and nephews of the Insured, as well as any others living with him/her, provided that they have been duly certified.

**Excess:** a fixed amount, in absolute number, to be paid by the Insured Person in the event of a claim or claims.

**Theft:** The offence under Article 624 of the Italian Criminal Code, committed by anyone who takes possession of the property of others, depriving its owner of it in order to gain profit for themselves or others.

**Compensation or indemnification:** the sum payable by the Company in event of a claim covered by the guarantees of the policy.

**Injury:** casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm, which, as a consequence, result in the death, permanent injury or temporary disability.

**Healthcare institution:** university hospital, hospital, healthcare facility, day hospital, diagnostic and / or therapeutic clinic, that is duly authorized for diagnosis and treatment. The following are not commonly considered health facilities for diagnosis and care: thermal baths and spas, those that are primarily for dietary purposes, for personal wellness, rehabilitation, convalescence, long-term hospitalisation or stays, facilities for the elderly.

**Italy:** the Italian Republic, the Republic of San Marino and the Vatican City State.

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

**Pre-existing illness:** illness that is the manifestation or direct result of chronic pathological conditions or those that existed before date trip.

**Maximum limit:** the maximum amount, established in the Policy, guaranteed by the Company in the event of a claim.

**Medicines:** are considered to be those listed in the Italian Register of Medicines. The following are not considered to be medicines: parapharmaceutical, homoeopathic, cosmetic and dietary products, galenic preparations, etc., even if prescribed by a doctor;

**Policy:** the document which proves the insurance has been taken out.

**Premium:** the amount owed by the Policyholder to the Insurer.

**Statute of Limitations:** the expiry of the time to exercise the same right within the time allowed by law.

**Robbery:** the theft of movable objects from the owner, with violence or threat to his/her person.

**Residence:** the place where the insured has established his/her dwelling as indicated on the certificate of residence.

**Hospitalization:** a stay in a healthcare institution that is duly authorised to provide hospital care, covering at least one overnight stay, or a day hospital.

**Deadline:** the date the contract expires in all its effects.

**Deductible:** the part of indemnifiable damage under the terms of the policy, calculated as a percentage, that remains the responsibility of the Insured per claim.

**Casualty:** the occurrence of the damaging event, in an uncertain future, for which insurance has been given.

**Company:** INTER PARTNER ASSISTANCE S.A. Rappresentanza Generale per l'Italia - Via Carlo Pesenti 121 - 00156 Rome.

**Third Parties:** any person not falling within the definition of "relative".

**Travel:** a trip, stay or location resulting from the relative contract or travel document.

## 1. GENERAL RULES OF THE CONTRACT

### 1.1- Other insurance policies

If the same risk is covered separately by multiple insurance policies with different insurers, the Insured must notify each insurer of all the other insurance policies.

If the Insured intentionally fails to notify the insurers, the latter are not obliged to pay the compensation. In the event of a claim, the Insured must notify all insurers pursuant to Article 1913 of the Italian Civil Code, specifying the names of the other insurers. The Insured Person may claim compensation from each insurer in accordance with the terms of the respective contract with each insurer, provided that the total amount collected does not exceed the amount of the loss.

The insurer that has paid shall be entitled to recourse against the others for the proportional distribution of the indemnities due under the respective contracts. If an insurer is insolvent, its share is divided among the other insurers.

The Insured Person must also make all documentation available to the Company relevant to the investigation and assessment of the case..

### 1.2- Declarations of risk factors

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

### 1.3- Payment currency

The indemnities are paid in Italy, in Euro. For expenses incurred outside the Euro area, the reimbursement will be calculated using the official exchange rate for the day the expenses were incurred.

### 1.4- Reference to Laws

Italian laws apply to any other matter not otherwise regulated herein. All litigations are subject to the Italian jurisdiction.

### 1.5- Tax burden

The tax charges for the insurance are borne by the Policyholder.

### 1.6- Competent Court

Competent court is the place of residence of the Insured or Policyholder.

### 1.7- Prescription term

The prescription term of rights concerning this Policy is two years, as set forth by art. 2952 of the Italian Civil Code.

### 1.8- Right of Recourse

Until the liquidated sum is reached, the Company is subrogated in all rights or actions that the Insured Party may have in relation to those responsible for the harm.

### 1.9- Documentation

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

### 1.10- Cooling-off period

If the Policy is taken out remotely or outside the Insurer's offices, if the trip lasts more than one month and if the Policyholder is a natural person, the Policyholder has the right to cancel the policy within 14 days of taking out the policy by calling **06 42115606**, selecting the relevant option and following the instructions provided.

If the Policyholder exercises the right of withdrawal and the premium has been paid, the Company will refund the amount of the premium already paid (less legal taxes, which are not refundable).

## 2. HOW THIS POLICY WORKS

### 2.1- Operation and effective start date

The explicitly signed guarantees apply for:

- for travel for tourism, study or business purposes;
- from the date and time indicated in the policy. The Company will use the Rome time zone (UTC/GMT + 1) as the reference for the effective date. Cover commences at 24.00 hours on the day before departure and ends at the end of the trip, but in no case later than the expiry date of the policy (24.00 hours on the day of return).
- **for the duration specified in the policy, up to a maximum of 365 days, and in any case for no more than 31 consecutive days for the same trip**
- for the destination and maximum amounts indicated in the policy;
- if the Policyholder is, in the case of a natural person, a person of legal age with legal capacity to act;
- if the premium has been paid.

The Company declines all responsibility for delays or impediments that may arise during the provision of services, if they are due to force majeure, caused by the intervention of the authorities of the country in which the assistance is provided, or due to events not attributable to the Company.

### 2.2- Insurable persons

The Company only insures persons with an Italian tax code who are resident in the Italian Republic and who have legal capacity at the time the policy is taken out. Residents of the Republic of San Marino and Vatican City can also be insured, even if they do not have an Italian tax code.

**Persons under the age of 71 on the policy date are eligible for cover. Nevertheless, persons who turn 71 during the term of the policy will continue to be covered until the policy expires.**

### 2.3- AGE LIMITS

1.3.1- Multiple policies issued by the Company to cover the same risk in order to increase the insured amount and/or extend the duration of cover is not permitted.

1.3.2- In cases where the premium may be determined by the destination, the policy must be issued for the destination that comprises all legs of the trip, including any intermediate ones. 2.3.3 - The policy must be taken out before departure. The policy is valid for countries falling within the same risk category as the chosen destination, as well as for countries falling within lower risk categories (please refer to [www.triply.net](http://www.triply.net)).

1.3.3 - The conformity of this policy for issuing visas for travel to the Russian Federation may be subject to changes, even temporary, decided by the competent diplomatic authorities. Contact the Embassy or Consulate before taking out this policy.

1.3.4 - The policy must be taken out before departure. If the policy is taken out after the date of departure, the Company will not consider any request for assistance or reimbursement in the event of a claim.

### 2.4- Territorial extension

The insurance is valid for the following sections:

- Assistance/Medical expenses during the travel, Luggage, Third Party Liability - TPL, Travel Accidents, Plane accidents, Legal protection: destination chosen in the policy.

### 2.3- Limitations common to all sections

In the event of multiple claims under the policy originating from the same event that simultaneously involves several insured parties, the aggregate policy limit for all claims may not exceed €20,000,000.00.

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

### 3. WHAT IS COVERED

#### A. ALL RISKS - TRAVEL ASSISTANCE

##### A.1- Definitions of the section details:

**Assistance:** The Company, for the entire duration of the policy or for the duration of the trip, is committed to providing immediate assistance within the limits agreed, in the event of difficulties caused by the occurrence of unexpected events and incidental findings affecting the Insured himself, his relatives (though not travelling with the insured) and his possessions.

**Relative** (specific definition for the provision of medical assistance to relatives left at home): the person who is related to the Insured (limited to: spouse, cohabiting partner, children, father, mother). The definition of the family includes other relatives permanently living with the Insured as well as resulting from the family status (exhaustive list: brothers, sisters, grandparents, sons-in-law, daughters-in-law, uncles, cousins, nephews).

**Property of the Insured:** vehicles / motorcycles and home, located in Italy, owned by the Insured.

##### A.2- PURPOSE OF THE INSURANCE:

The company, following the "ALL RISKS" principle in case of any unforeseeable and unpredictable event that occurs during the trip, and affecting:

- the Insured party;
- the Family of the Insured;
- the Goods of the Insured;

organises and provides, 24 hours a day, through the Operations Centre, all Assistance services necessary to resolve the situation of need that has arisen, except as expressly provided for in the exclusions specific to each section or in the exclusions common to all sections. Prior to providing any assistance, the Company has the right to request, at its sole discretion, all the necessary supporting documentation proving the actual occurrence of the fortuitous and unforeseen event that gave rise to the accident.

**A.2.1- Following an accident by the Insured during the trip** the Company guarantees, **by way of example only**, the following assistance services:

- **MEDICAL CONSULTATION BY TELEPHONE;**
- **SEND A DOCTOR OR AMBULANCE;**
- **INDICATION OF A SPECIALIST DOCTOR;**
- **REPATRIATION OF TRAVELING COMPANIONS;**
- **RELATIVE TRAVEL FOR THE REPATRIATION OF MINORS IF NECESSARY;**
- **SEND MEDICINES ABROAD;**
- **INTERPRETER AVAILABLE IN CASE OF HOSPITALISATION;**
- **TRANSLATION OF MEDICAL RECORDS;**
- **TRAVEL OF A RELATIVE IN THE EVENT OF HOSPITALISATION;**
- **EXTENSION OF STAY DUE TO HOSPITALISATION;**
- **SEND URGENT COMMUNICATIONS;**
- **TRIP CURTAILMENT OF THE INSURED FOLLOWING THE ILLNESS OF A RELATIVE AT HOME;**
- **ADVANCE PAYMENT OF BASIC NECESSITIES ABROAD IN THE EVENT OF THEFT, MUGGING, ROBBERY OR LOSS OF MEANS OF PAYMENT;**
- **BLOCKING OF CREDIT CARDS;**
- **ADVANCE PAYMENT OF EXPENSES FOR LEGAL ASSISTANCE ABROAD;**
- **ADVANCE FOR BAIL ABROAD.**

Maximum aggregate amount insured of **€ 15,000 per event** for assistance services related to injury, illness, or death.

It should be noted that even in the event of the death or hospitalisation for more than 7 (seven) days of a Relative who is not travelling, the Company guarantees the **EARLY RETURN** of the Insured covered by the policy;

Maximum aggregate amount insured of **€1,500 per event** for assistance services related to events other than injury, illness, or quarantine.

A maximum of **€100,000** for evacuation, rescue and assistance in the Arctic and Antarctic.

Assistance coverage during travel is valid for relatives and a travel companion, as long as they are insured.

It should also be noted that, solely with regard to the Insured named in the policy, the Company provides **100% coverage of actual costs** for the following:

- **MEDICAL REPATRIATION;**
- **REPATRIATION OF REMAINS UPON DEATH ABROAD;**
- **REPATRIATION OF THE CONVALESCENT INSURED FOLLOWING HOSPITALISATION.**

In case of Medical Repatriation, the following are not covered:

- illnesses or injuries which, in the opinion of the medical service of the Operational Centre, can be treated on site or at least do not prevent the continuation of the travel;
- infectious diseases if transportation implies violation of national or international health requirements;

**A.2.2- Following a claim involving a Relative who is not travelling with the insured and/or Property belonging to them**, the Company provides, **by way of example and not limited to**, the following services:

- **MEDICAL ASSISTANCE TO RELATIVES THAT REMAINED AT HOME;**
- **SENDING A CRAFTSMAN IF YOUR HOME IS DAMAGED;**
- **SENDING A BABY-SITTER FOR CHILDREN LEFT UNATTENDED;**
- **ROADSIDE ASSISTANCE IN CASE OF BREAKDOWN OR ACCIDENT;**

Please note that the guarantees under section A.2.2 shall be provided only in Italy.

Maximum aggregate amount of **€ 3000 per claim and per policy**.

#### A.2 - Effective start date and operation of Assistance Service and Medical Expenses during travel

The guarantee runs from the time the trip begins and it ends at the end of the trip, however not later than the policy's end date.

The guarantee is given within the limits of capital and the assistance in situ where the event occurred, always included in the "destination" chosen in the policy.

#### A.3 – Provisions and limitations

- a) The Insured releases the doctors who examined him/her and the people involved by the policy conditions from professional confidentiality, exclusively for the events covered by this insurance and exclusively to the Company.
- b) For amounts greater than €1,000.00, the Company shall reimburse medical expenses incurred only if the Insured Person pays them by bank transfer or credit.

Additionally:

**A.3.1-TRAVEL ASSISTANCE**

- a) The assistance services are supplied per event, regardless of the number of policyholders involved, within the limits and any sub limits of the insured capital; the provision of assistance, in accordance with the specific operating conditions, are carried out in consideration of the state of health and the state of necessity, using the means and facilities that the Company believes, in its sole discretion, more appropriate for the purpose;
- c) the Company may not be held responsible for:
- delays or impediments in the services agreed resulting from Acts of God, according to the provisions of the local authorities or contrary to rules and regulations applicable at the place of payment of benefits;
  - errors arising from inexact communications received by the insured or on his/her behalf;
- d) the Company is not required to pay a compensation to replace the guarantees of assistance due.

TRAVEL MEDICAL EXPENSES	Destination	
<i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	ITALY	EUROPE, WORLD / USA, CANADA, MEXICO
<p><b>BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand</b></p> <p>a) If the insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed, received in situ during the travel, during the coverage period, the Company shall bear the costs with direct payments made by the Operations Centre. Coverage continues until the date of discharge or until such time as the insured shall be deemed, in the opinion of the Company’s medical doctors, in condition to be repatriated. Where the Company cannot make direct payment, the expenses will be reimbursed provided they have been authorised in advance by the Operational Centre which, in this case, was contacted during the period of hospitalisation. No refund will be made without prior contact with the Operations Centre helpline.</p>	<b>€ 10,000</b>	<p><i>Maximum amount indicated on the Policy Declarations Page</i>  <i>Maximum amount as chosen</i>  <b>€ 100,000</b>  <b>€ 300,000</b>  <b>€ 500,000</b></p>
<p><b>A REFUND – Even without prior authorisation from the Operations Centre, within the sub-limits indicated.</b></p>		
<p>a) The Company will reimburse the cost of transport from the scene of the event to the medical centre emergency room or place of first admission.</p>	<b>€ 500</b>	<b>€ 2,500</b>
<p>b) The Company shall reimburse the expenses for medical and / or pharmaceutical examinations provided that they are undergone as a result of medical prescription, diagnostic tests, ambulatory care and/or admission (<i>including day hospital</i>), sustained following an injury or illness that occurred while travelling.</p>	<b>€ 250</b>	<b>€ 750</b>
<p>c) <u>Dental care</u>: The Company will reimburse the expenses for urgent dental care following an accident while travelling.  <u>Treatment following an accident</u>: In the event of an injury occurring while travelling the Company will also reimburse, in addition to the expenses incurred on site, the expenses for medical and diagnostic tests, provided they are performed within 30 days after the return from the travel.</p>	<b>NO</b>	<b>€ 250</b>
<p>d) The Company shall provide the refund of the rehabilitation expenses, including the physiotherapy, incurred following an accident or illness occurring while travelling and which resulted in a hospital admission. The guarantee covers, exclusively, the expenses incurred in the hospital or during the recovery period immediately following the admission and, in any case, prior to the return from the trip.</p>	<b>NO</b>	<b>€ 250</b>

**B. LUGGAGE**

**B.1 - Territoriality:** Pre-chosen **destination** identified in the policy.

**B.2 – Purpose of the Insurance:**

<b>LUGGAGE</b> <i>The maximum amounts mentioned above are per Insured and per accident</i>	<b>All destinations</b>	<b>Limit of compensation (sub-maximum)</b>
<p><b>THEFT, MUGGING, ROBBERY, FIRE, LOST LUGGAGE.</b>                      The company indemnifies the Insured for the material and direct damages to him arising from the theft, fire, robbery, mugging, failure of the air carrier to return/damage to the personal luggage. The guarantee is valid also for travel bags, suitcases, pushchairs and prams.                      The warranty is only valid for the objects inside the luggage.</p>	<p><i>Maximum amount indicated on the Policy                      Declarations Page                      Maximum amount as chosen</i>                      € 500                      € 750                      € 1,000</p>	<p>The guarantee only covers one occurrence of damage during the term of the policy.                      The Company will pay the indemnification with the maximum compensation:</p> <ul style="list-style-type: none"> <li>▪ € 250.00 per item;</li> <li>▪ all the cinema-photo-optical materials are considered a single object;</li> <li>▪ a computer, a tablet and the accessories are considered a single object;</li> <li>▪ a mobile phone and the accessories are considered a single object.</li> </ul> <p>The maximum and the sub-maximum amounts provided shall be reduced by 50% in cases of:</p> <ul style="list-style-type: none"> <li>▪ forgetfulness, carelessness, negligence or loss by the Insured;</li> <li>▪ lack of appropriate documentation supporting the value of the asset to be compensated.</li> </ul>
<p><b>DELAYED LUGGAGE.</b> Following a delay (of its scheduled time of arrival) in the delivery of the luggage, the Company shall reimburse, within the limits of the capital insured purchases of essential items (clothing and personal toiletries items).</p>	<p>€ 200</p>	<p>The guarantee only covers one occurrence of damage during the term of the policy.                      The Company will not reimburse expenses:</p> <ul style="list-style-type: none"> <li>▪ for late delivery of luggage on the flight back to the habitual residence of the Insured;</li> <li>▪ incurred after the date the luggage was received.</li> </ul>

**B.3 – Compensation criteria and limits**

The Company indemnifies the Insured within the limits of the maximum sum according to the place of occurrence of the insured event.

**B.4 – Effective start/end date**

The guarantee for the "Theft, mugging, robbery, fire, non-delivery of luggage" runs from the time the trip begins and it ends at the end of the trip, however not later than the policy's end date.

The "Delayed luggage" guarantee is operational from the point of first boarding the aircraft (check-in) and it ends before the last check-in

**B.5 – Provisions and limitations**

The company decides the compensation:

b) according to the market value of the items stolen at the time of the occurrence of the event. In the event of apparel purchased during the trip, the refund will be the purchase value, provided it is substantiated by appropriate documentation.

b) in all the cases where the Insured is unable to provide appropriate documentation supporting the value of the asset to be compensated, the maximum and the sub-maximum amounts will be reduced by 50%.

### C. THIRD PARTY LIABILITY - TPL

**C.1 - Territoriality:** Pre-chosen destination identified in the policy.

#### C.2 – Purpose of the Insurance

<b>THIRD PARTY LIABILITY</b> The <i>maximum amounts mentioned above are per Insured, event and insurance period</i>	Limit For damages to persons, objects and animals	Deductible
<p><b>THIRD PARTY LIABILITY - TPL</b> The Company is responsible for the sums which the Insured is obliged to pay, as the latter is civilly liable in accordance with the law, as compensation (capital, interest and expenses) for damages involuntarily caused to third parties for death, personal injury and damage to property and animals as a result of an accidental incident that occurred during the period of insurance in relation to issues of a private life matter, with the exclusion of all liability to the professional activity. The guarantee also includes collateral damage:</p> <ul style="list-style-type: none"><li>▪ caused by pets;</li><li>▪ caused by the ownership and use of cycles, non-motorised vehicles and boats no longer than 6.5 meters, golf carts;</li><li>▪ caused by the use of horses and other saddle animals with the consent of the owner;</li><li>▪ caused by playing sports, including races, not at the professional level, leisure activities and camping.</li></ul>	<p><b>Maximum amount indicated on the Policy Declarations Page</b></p> <p><b>Maximum amount as chosen</b></p> <p><b>€ 50,000</b></p> <p><b>€ 100,000</b></p> <p><b>€ 300,000</b></p>	For damage to property and animals, the insurance applies an excess of € 150 per claim.

#### C.3 - In case of accident

The Insured or his/her agent must:

a) notify

- the Company as stipulated in the policy. The failure to comply with this requirement may result in the total or partial loss of the right to compensation (Article 1915 of the Italian Civil Code);
- to all the insurers, in case of stipulation of more policies for the same risk, specifying their names (Article 1910 of the Italian Civil Code);

b) make available to the Company all the documentation useful for investigations and checks.

#### C.4 - Management of the Third Party Liability event

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

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



#### **D. TRAVEL ACCIDENTS**

**D.1 - Territoriality:** Pre-chosen destination identified in the policy.

**D.2. - Purpose of the insurance:**

<b>TRAVEL ACCIDENTS</b> <i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	<b>Limit</b>	<b>Deductible</b>
<b>Death or permanent disability</b> The Company provides the accident insurance (not plane accidents) suffered by the insured during the travel period, and communicated to the Company, and which, within two years from the day on which they occurred, have as a direct result death or permanent disability. The company considers injuries as the following: <ul style="list-style-type: none"><li>▪ suffocation without morbid origin;</li><li>▪ acute poisoning by ingestion or by absorption of substances;</li><li>▪ drowning;</li><li>▪ frostbite or freezing;</li><li>▪ sunburn or heat strokes.</li></ul>	<b>Maximum amount indicated on the Policy</b> <b>Declarations Page</b> <b>Maximum amount as chosen</b> <b>€ 50,000</b> <b>€ 100,000</b> <b>€ 300,000</b>	Compensation for permanent disability is due solely in the case where the degree of permanent disability is greater than 5 percentage points of the total; in this case, the allowance will be settled only by the percentage of permanent disability in excess of 5 percentage points.

#### **D.3 - Start date and operation**

The guarantee runs from the time the travel begins and it ends at the end of the travel, however not later than the policy's end date.

#### **D.4 - Compensation criteria**

The company pays:

- a) the compensation for death or permanent disability even if they occur after the expiry of the insurance, but within two years from the day of the accident. It is understood that the injury must be reported to the company at the time of the occurrence;
- b) the compensation for the direct, exclusive and objectively evident consequences of the injury, that are independent of the pre-existing pathological or physical conditions or the ones occurred with respect to the accident;
- c) the amount of damages agreed directly with the insured or person designated by the last. In the event of disagreement either party may propose that the matter be settled by one or more arbitrators, to be appointed by a special act;
- d) in the case of death, the insured amount to the heirs. The compensation may not be combined with that for permanent disability. If after the payment of the compensation for permanent disability, the insured person dies as a result of the same accident, the company pays to the beneficiaries only the difference between the compensation for death - and that already paid for permanent disability whichever is higher;
- e) in the case of permanent disability equal to 100% of the maximum amount for such guarantee;
- f) In the case of permanent disability, the compensation is calculated against the insured amount in proportion to the degree of permanent disability which must be ensured in accordance with the criteria and the percentages provided by INAIL Table, referred to in the Italian Presidential Decree of 30 June 1965 no. 1124, as amended.

#### **D.5 - Persons for whom the travel guarantee is not valid**

This travel accident insurance is not valid for the insured persons who have already reached 75 years of age.

## E. FLIGHT ACCIDENTS

**E.1 - Territoriality:** Pre-chosen destination identified in the policy.

**E.2. - Purpose of the insurance:**

<b>FLIGHT ACCIDENTS</b> <i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	<b>Limit</b>	<b>Deductible</b>
Death or permanent disability The company shall provide, from the moment when the Insured boards an aircraft until the moment when he/she disembarks, insurance for the injuries that they suffer as a passenger of scheduled and charter flights (excluding private planes), and that within two years from the day on which they occurred, have as a direct result incur death or permanent disability. The company considers injuries as the following: <ul style="list-style-type: none"><li>▪ suffocation without morbid origin;</li><li>▪ acute poisoning by ingestion or by absorption of substances;</li><li>▪ drowning;</li><li>▪ frostbite or freezing;</li><li>▪ sunburn or heat strokes.</li></ul>	<b>Maximum amount indicated on the Policy Declarations Page</b> <b>Maximum amount as chosen</b> <b>€ 50,000</b> <b>€ 100,000</b> <b>€ 300,000</b>	Compensation for permanent disability is due solely in the case where the degree of permanent disability is greater than 5 percentage points of the total; in this case, the allowance will be settled only by the percentage of permanent disability in excess of 5 percentage points.

### E.3 - Effective start date and operation of Assistance

The guarantee, for the period identified in the policy, works from the moment when the insured boards an aircraft and ends at the moment when he/she disembarks.

### E.4 - Compensation criteria

The company pays:

- a) the compensation for death or permanent disability even if they occur after the expiry of the insurance, but within two years from the day of the accident. It is understood that the injury must be reported to the company at the time of the occurrence;
- b) the compensation for the direct, exclusive and objectively evident consequences of the injury, that are independent of the pre-existing pathological or physical conditions or the ones occurred with respect to the accident;
- c) the amount of damages agreed directly with the insured or person designated by the last. In the event of disagreement either party may propose that the matter be settled by one or more arbitrators, to be appointed by a special act;
- d) in the case of death, the insured amount to the heirs. The compensation may not be combined with that for permanent disability. If after the payment of the compensation for permanent disability, the insured person dies as a result of the same accident, the company pays to the beneficiaries only the difference between the compensation for death -and that already paid for permanent disability whichever is higher;
- e) in the case of permanent disability equal to 100% of the maximum amount for such guarantee;
- f) In the case of permanent disability, the compensation is calculated against the insured amount in proportion to the degree of permanent disability which must be ensured in accordance with the criteria and the percentages provided by INAIL Table, referred to in the Italian Presidential Decree of 30 June 1965 no. 1124, as amended.

## F. COVER STAY AND BACK HOME PACKAGE (OPTIONAL)

**THIS OPTIONAL COVER IS VALID AND OPERATIONAL ONLY IF THEY ARE SPECIFIED ON THE INSURANCE CERTIFICATE AND THE PREMIUM HAS BEEN PAID. FOR THIS COVER, THE EXCLUSIONS AND TERMS AND CONDITIONS UNDER THE TRAVEL ASSISTANCE POLICY SECTION APPLY, WHERE RELEVANT.**

### F.1 - COVER STAY

#### Purpose of the insurance

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

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

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

If, however, the medical confinement concerns an adult, any accompanying member who is not detained is excluded from this coverage.

#### Limit: € 2,500.00 per Insured and 25,000.00 per policy

If the medical confinement concerns a minor, who is not accompanied by an adult, this cover is intended for an accompanying adult, even if not insured, with a sub-limit of €1,000.00.

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

### F.2 BACK HOME

#### Purpose of the insurance

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

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

The Operations Centre organises:

- the continuation of the Insured Person's stay in a new hotel; or
- transfer of the insured to his/her home in Italy.

**Limit: € 1,500.00 per claim and € 5,000.00 per policy**

## WHAT IS NOT COVERED

### 4.1 Exclusions common to all sections

Excluded from the terms of this insurance are all the services for which the insured has not sought prior approval from the Operations Centre helpline.

The following are also excluded from any compensation, services, consequences and / or event arising directly or indirectly from:

- situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power;
- acts of terrorism in general, including the use of any type of nuclear or chemical bomb; This exclusion is not operating for the travel assistance and medical expenses guarantees during travel;
- ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances. This exclusion does not apply to the Travel Assistance, Travel Medical Expenses and Back Home guarantees.
- air, water, soil, subsoil contamination, or any other environmental damage;
- expenses for the search and rescue of the Insured from the sea, lakes, mountains or desert;
- wilful or gross misconduct of the insured;
- suicide or attempted suicide.

No (re)insurer will be required to provide coverage, to pay a claim or provide a service in any capacity in the event that the provision of such coverage, payment of the claim or the provision of this service exposes the (re)insurer to any penalty or restriction pursuant to a resolution of the United Nations or under the sanctions, laws or economic and trade embargoes of the European Union, the United Kingdom or the United States of America

### 4.2- Specific exclusions in the Assistance/ Travel Medical Expenses sections and, if activated, the Back Home Package (in addition to the common exclusions)

The assistance will not be provided in the following cases:

- if the Insured (or his/her representative) ignores the indications of the Operations Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In both cases, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport/repatriation to Italy;
- a travel made to an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority;
- a travel made for the purpose of undergoing medical / surgical treatment;
- travels to countries to which travel is formally advised against by the Ministry of Foreign Affairs and International Cooperation, for Italy, and/or equivalent competent authority of the country of destination;
- cover does not apply in the event of non-compliance/observance of vaccination and disease prevention regulations.

Additionally:

#### 4.2.1 - Travel assistance

The Company takes no responsibility for events resulting from:

- failure to contact the Operations Centre or otherwise, without prior authorisation;
- extreme trips in remote areas accessible only with the use of special rescue vehicles.

#### 4.2.2 - Travel Medical Expenses

The Company will not accept responsibility for expenses arising from:

- rehabilitation and physiotherapy services other than those referred to in the Medical Expenses in the Travel Section, point d);
- purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc.);
- mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
- treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;
- voluntary termination of a pregnancy;
- practising sports involving aircraft and aerial sports in general, boxing, martial arts, weightlifting, wrestling in its various forms, mountaineering with climbing of a difficulty greater than grade 3 on the UIAA scale, free climbing, skeleton, high-speed skiing, extreme skiing, American football, rugby hockey, descending rapids using any means, solo regattas or crossings on the high seas, bungee jumping, ski or water ski jumping, acrobatic skiing, scuba diving, spelunking, bob-sleighting on a designated track, kite surfing, snowkiting; any sport practised professionally or otherwise involving direct or indirect remuneration;
- any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- purchase and repair of glasses, contact lenses;
- follow-up visits in Italy for situations resulting from illnesses which started while travelling.

Coverage also does not apply to accidents caused by or due to:

- natural delivery or caesarean section;
- morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
- ☒ malice of the insured;
- ☒ abuse of alcohol or drugs and the use of narcotics and hallucinogens;
- ☒ attempted suicide or suicide.

Under no circumstances, regardless of the duration of the trip, will cover be provided for claims caused by or in connection with:

- hunting activities;
- all the activities involving the use of mines, weapons and/or dangerous substances, explosives, access to mines, quarries and excavation and/or mining activities on land and sea;
- working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- skydiving and downhill skiing.

### 4.3 - Specific exclusions applicable to the section Luggage (in addition to common exclusions)

The following are excluded from the insurance: computers, mobile phones, media players, sunglasses, televisions, battery chargers, money, precious stones, cheques, stamps, tickets and travel documents, jewellery, precious watches, coins, 'objets d'art', collections, samples, catalogues, goods, food, perishables.

The Company does not indemnify damage:

- facilitated by malice or gross negligence by the insured or people of which he/she must respond;
- damage caused by water or liquids;

c) occurred when:

- the luggage was not properly stored in the boot of a locked vehicle;
- the vehicle was not parked overnight, between the hours of 20.00 and 07.00, in a guarded public garage for a fee;
- the theft took place without breaking into the boot of the vehicle;
- the luggage is in a motor vehicle even when stowed in a locked boot;

d) that occurred while camping;

e) for which a certified copy of the complaint endorsed by the Authority of the place where the Event occurred, containing a detailed list of the stolen and/or destroyed objects, is not submitted.

The following are also excluded:

f) photographic/video/optical kit entrusted to third parties (hoteliers, carriers etc.).

#### **4.4 - Specific exclusions applicable to the section Third Party Liability** (in addition to common exclusions)

The following damages are excluded from the insurance:

- a) resulting from malicious acts committed or attempted by the Insured;
- b) resulting from the exercise of professional activities;
- c) resulting from hunting activities;
- d) resulting from theft;
- e) resulting from the circulation on public roads or equivalent areas by using motor vehicles, and by navigating on motor boats and using aircraft;
- f) resulting from the possession of weapons and their ammunition and from using them;
- g) caused to the property of third parties that the Insured party has taken delivery of and/or has in safekeeping, in any way.

#### **4.5 - Specific exclusions applicable to the section Travel Accidents** (in addition to common exclusions)

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

- a) from driving vehicles for which a driving licence of a higher category than B is required and for motor boats for non-private use;
- b) from the use, even as a passenger, of aircraft (including gliders and ultra-light aircraft);
- c) from surgical operations, investigations or medical treatment not resulting from injury;
- d) from a suicide attempt or suicide;
- e) from the participation, even as a passenger, to sport competitions and related trials with or without the use of motor vehicles unless the same are recreational in nature;
- f) from acts of recklessness and practice of aerial sports and air generally, speleology, ski jumps with skis or water-skis, acrobatic skiing, mountaineering, free climbing, rafting, bungee jumping, as well as any sport practised professionally or that involves both direct and indirect remuneration;
- g) from drunkenness, abuse of psychoactive drugs, use of drugs, or hallucinogens;
- h) from the acquired immune deficiency syndrome (AIDS);
- i) from hernias, except for abdominal hernias caused by physical exertion;
- j) from heart attacks generated by any cause;
- k) hunting activities;
- l) all the activities involving the use of mines, weapons and/or dangerous substances, explosives, access to mines, quarries and excavation and/or mining activities on land and sea;
- m) working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- n) skydiving and downhill skiing.

#### **4.6 - Specific exclusions applicable to the section Flight Accidents** (in addition to common exclusions)

The company does not pay the compensation for the following injuries:

- a) occurring in any air vehicle that is not considered aircraft in accordance with the law, such as the equipment for sports or leisure flying (hang gliders, ultra lights, autogyros, paragliding, etc.);
- b) occurring on an aircraft other than those used for public transport of passengers, as well as the aircraft owned, affiliated or used by flying clubs;
- c) occurring on aircraft operating in violation of the provisions of the law, regulations, operating rules or of airworthiness and aircraft whose crew does not hold the required licence or valid qualifications, when the violation or irregularities are known by the Insured or they are knowable according to the usual diligence;
- d) occurred during trial flights or competition flights of all kinds and the related preparatory tests;
- e) attributable in whole or in part to the severe negligence of the Insured.

The following are also excluded from any compensation, services, consequences and / or event arising directly or indirectly from:

- f) hernias, except for the abdominal effort hernia;
- g) heart attacks generated by any cause.

#### **4.7 Exclusions relating to the Cover Stay and Back Home Package cover** (in addition to the common exclusions)

The company does not pay the compensation in the following cases:

- a) wilful or gross misconduct of the insured;
- b) trips to countries in which it was known that a public health lockdown was in place;
- c) if the destination is to be or is declared to be under quarantine. This exclusion does not apply if the Insured Party or a travel companion contracts an illness for quarantine has been declared;
- d) costs not covered by the policy;
- e) losses following insured party's rejection of trip organizer's offer to continue/reroute the interrupted journey.

## 4. WHAT TO DO IN THE EVENT OF A CLAIM

### IN CASE OF CALL FOR SERVICE

The Insured, or someone acting on his behalf, must immediately contact the Operations Centre, providing personal data of the Insured, the policy number and the type of intervention required, indicating, in addition, for:

- **Assistance and Travel Medical Expenses** following hospitalisation
  - temporary telephone number;
  - Hospital details (*name and telephone number, ward where admitted, name of the doctor who took care of the patient*);
  - address of any relatives / companions travelling with the insured.

### IN CASE OF A REFUND REQUEST

For each refund request, the Insured or the person acting on his behalf, must report the accident to the Company within 30 days after his return providing the Company, regardless of the way in which the complaint was made (i.e. in writing or via the Internet on the site [www.tripty.net](http://www.tripty.net) the set of documents relevant to the management of the claim, except as provided in 1.12 of the General Insurance Conditions, and in particular:

- policy number;
- receipt of payment of the trip with the route;
- personal details and tax I.D. of the payment recipient (pursuant to Italian Law No. 248 of 4 August 2006);
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it.

They must also provide:

#### • Refund of medical expenses:

- medical records written on site (medical records, minutes of first aid, medical certificate stating the diagnosis) and related original receipts of incurred medical expenses.

#### • Theft, mugging, robbery, burning of luggage:

- original copy of the complaint submitted to the competent authorities of the place where the event occurred, along with a detailed list of the stolen or burned items, and documentation/proof of possession certifying their value at the time of the event, brand, model and approximate date of purchase.
- in the case of theft, also the copy of the complaint sent to the hotel manager or the carrier who was entrusted with the luggage;

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

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

#### • Third Party Liability - TPL

- written request of the other party with the quantification of the damage.
- any possible testimonials.

#### • Travel Accidents:

- place, date and time of the event;
- medical certificates attesting the injury;
- thereafter and until healing has occurred, the medical certificates on the evolution of injuries, in original copy.

N.B.: Also, if the accident caused the death of the Insured or when death occurs during the treatment period, the Company must be notified immediately by submitting the death certificate.

#### • Flight accident:

- place, date and time of the event;
- official documentation confirming the presence of the Insured on the aircraft;
- medical certificates attesting the injury;
- thereafter and until healing has occurred, the medical certificates on the evolution of injuries, in original copy.

#### • Cover stay

- place, date and time of the event and the circumstances and the causes that have determined it;
- documentation certifying the public health lockdown imposed by the authority;
- contract for the trip;
- any rerouted trip document with proof of additional cost incurred or new ticket issued;
- airport taxes refund document or alternatively declaration by carrier that flight did not take place;
- bills proving expenses of enforced stopover (hotel costs, food and drink);
- documentation certifying refunds granted by providers of services.

All documents relating to expenses (bills, tickets, etc) must be made out to the Insured Party.

**IMPORTANT REFERENCES**

**ASSISTANCE AND TRAVEL MEDICAL EXPENSES**  
**OPERATIONS CENTRE 24/7**  
Ph. + 39 06 42115820

**REFUND REQUESTS**

**The events must be reported as follows:**

- via website at [www.tripy.net](http://www.tripy.net)

or otherwise

- by post to

Inter Partner Assistance S.A. - Travel - Ufficio Sinistri

Casella Postale 20175

Via Eroi di Cefalonia

00128 Spinaceto - Roma

## PERSONAL DATA PROCESSING CONSENT FORM

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

### PRELIMINARY REMARK

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

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

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

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

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

- by post: Inter Partner Assistance S.A. – Rappresentanza Generale per l'Italia Via Carlo Pesenti n. 121 – 00156 Roma;
- per e-mail: [privacy@axa-assistance.it](mailto:privacy@axa-assistance.it).

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

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

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

### 4. METHOD OF PROCESSING

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

### 5. PURPOSES AND LEGAL BASIS OF THE PROCESSING

The processing of the personal data has the following purposes:

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

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

### 6. RECIPIENTS/CATEGORIES OF RECIPIENT OF PERSONAL DATA

Recipients of the personal data of the Interested Party are above all employees and/or collaborators of the data controller, who are part of the internal organisation who process the gathered exclusively for the purposes of the respective tasks (e.g. Claims Department, Complaints Department, Back Office and Underwriting Department), in conformity to the instructions received from the data controller and on the data controller's authority.

Recipients of the personal data of the Interested Party fall into the following categories of third parties outside the organization of the data controller, to whom the personal data must be communicated. These parties act as independent data controllers unless they have been appointed as processing supervisors.

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

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

Personal data will not be disseminated.

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

If it is necessary to transfer data, also sensitive data, to a place outside the European Unit, Inter Partner Assistance S.A. - General Agent for Italy, guarantees a level of data protection similar to that required by Italian and European data protection law and in line with the transfer regulations.

### 8. PERIOD OF STORAGE OF PERSONAL DATA

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

### 9. RIGHTS OF THE INTERESTED PARTY

The Interested Party is entitled to ask the data controller:

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

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

- e. right to oppose processing of personal data;
- f. right to data portability for data relating to the Interested Party. The “right to data portability” is the right to receive in a structured format of common use that is readable by an automatic device the personal data supplied to the data controller, and the right to transmit these data to another data controller without impediment by the data controller to whom the data have been supplied;
- g. right to revoke consent at any moment without prejudicing the legality of the processing based on the consent given prior to revocation.

The Interested Party has lastly the following right:

- h. right to complain to the Personal Data Protection Authority about infringements of personal data protection regulations. The complaint can be lodged with the Personal Data Protection Authority using the method that the Interested Party deems to be most appropriate, and be delivered by hand to the Personal Data Protection Authority (to the address indicated below) or be sent by
  1. registered letter with advice of delivery to: *Garante per la protezione dei dati personali - Piazza Venezia 11 - 00187 Roma*;
  2. to the email address: [garante@gpdp.it](mailto:garante@gpdp.it), or certified email: [protocollo@pec.gpdp.it](mailto:protocollo@pec.gpdp.it);
  3. fax to the number: +39 06/696773785.

## **10. SOURCE FROM WHICH THE PERSONAL DATA ORIGINATED**

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

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

The gathered personal data are not the object of automated decision-making processes and are not subject to profiling. Our cookie policy on cookies is set out on our website and provides information on the use of cookies. When first accessing the Data Controller's website, users will be asked to give their consent for the use of cookies as set out in the relevant policy which can be accessed via a link on the homepage.

## **12. DATA ON MINORS**

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