

# INSURANCE CONDITIONS GROUPS

# 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





#### GLOSSARY

Home: all the rooms that make up the entire family housing or a building intended for residential purposes, where the Insured is residing.

**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..

**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.

**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.

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.

**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, 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 charges

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). (less legal taxes, which are not refundable).

A signed copy of the policy certificate should be sent to the following address:

Assicurazioni di Viaggio - Certificati Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia Via Carlo Pesenti, 121 00156 - Roma

Alternatively, a duly signed and scanned certificate can be sent to the following email address: certificati.travel @axa-assistance.com

# 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. For all guarantees, except cancellation, the insurance cover starts at 00:00 hrs on the day of departure and ends at the end of the trip, and in any case no later than the expiry date (24:00 hrs on the day of return); for cancellation cover only, the insurance cover starts at 00:00 hrs on the day following the date of issue and ends at 24:00 hrs on the day of departure or until the start of the trip itself.

# • for the period specified in the policy, but up to a maximum of 30 days;

- 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 90 on the policy date are eligible for cover. Nevertheless, persons who turn 90 during the term of the policy will continue to be covered until the policy expires.

## 2.3- Age Limits

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. 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.tripy.net).

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.

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/Travel Medical Expenses, Luggage, pre-chosen destination in the policy;

#### 2.5- 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

## 3.1 - Purpose of the Insurance

The Company, through its Operations Centre, provides the guarantees specified in the following sections:

- A. ASSISTANCE AND TRAVEL MEDICAL EXPENSES
- B. LUGGAGE
- C. COVER STAY AND BACK HOME PACKAGE (OPTIONAL)

## A. ASSISTANCE AND TRAVEL MEDICAL EXPENSES

#### A.1. - Purpose of the insurance:

In the event of illness or an injury while travelling, the Company, through its Operations Centre which is available 24 hours a day, organises and provides the following services:

The maximum duration of the Policy is as follows: • all destinations: 30 days

TRAVEL ASSISTANCE		Destination		
The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.	ITALY	EUROPE	WORLD / USA, CANADA, MEXICO	
a) MEDICAL CONSULTATION BY TELEPHONE. The Operations Centre is available to the Insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling.	YES	YES	YES	
b) SENDING A DOCTOR OR AMBULANCE IN THE EVENT OF AN EMERGENCY. If the Operations Centre medical service deems it necessary and a medical examination of the insured cannot be postponed, the Operations Centre will send an approved local general practitioner to the scene, or if a doctor is not immediately available, it will arrange an ambulance to transfer the insured to the closest first aid centre. The cost of this service is borne by the Company.  N.B.: It is understood that in an emergency the Operations Centre helpline cannot in any way be a substitute for Official Emergency Services (118), nor will it assume any of the costs incurred.	YES	NO	NO	
c) indication of a specialist doctor. If, following a medical consultation by telephone, the insured need to undergo specialist treatment, the Operations Centre helpline will provide, consistent with local availability, the name of a specialist doctor in the location closest to the place where the insured is located.	NO	YES	YES	
d) TRANSFER - PATIENT REPATRIATION. If the medical service of the Operations Centre recommends that the transfer of the patient, following a clinical analysis and in agreement with the attending physician on site, the Operations Centre will organise:  • transfer of the patient to the nearest suitable medical facility;  • transfer from the medical facility to the residence of the insured;  • The repatriation to Italy of the insured patient if the conditions allow and require it; with the necessary assistance during transport with medical or paramedical personnel. the patient transfer will be made, with all expenses paid by the Company, using the most appropriate means at the discretion of the Operations Centre. These may include:  • air ambulance, exclusively for the return to Italy and if the claim has taken place in Europe;  • airline, possibly stretchered;  • first-class train and, if necessary, sleeper;  • ambulance, unlimited mileage;  • other means of transport.  Excluded from the service are:  • illnesses or injuries which, in the opinion of the medical service of the Operations 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 regulations;  • All cases where the Insured or his family have voluntarily signed the waiver against the advice of the doctors with whom he/they was/were hospitalised;  The Company shall have the right to request any unused travel ticket for the return of the Insured	YES	YES	YES	

e) TRANSFER OF THE OTHER INSURED PARTIES If following the Transfer – Patient transfer service, or in case of the death of the insured, the relatives and the fellow travellers were not objectively able to return to their place of residence in Italy via the means initially planned for, the Operations Centre helpline will provide them with a first class train ticket or economy class airfare. The service shall be provided on the condition that the relatives and travelling companions are insured. The Company shall have the right to ask them for any unused travel tickets for the transfer.	€ 1,000	€ 2,000	
f) Repatriation of INSURED minors. If the Insured is unable to take care of the children insured with him on the trip as a result of hospitalisation or death and there is no one else able to do so, the helpline will provide a relative with a return ticket (first class by train or economy class by plane or other means at its sole discretion) to enable it to reach the children and bring them back to their home in Italy. The Company also refunds:  • the possible new return ticket of minors;  • the costs for a one-night stay of a relative.	€ 1,000	€ 1,500	€ 2,000
g) SENDING URGENT MEDICINES If the insured needs medications regularly registered in Italy but it is not available in the immediate location or it cannot be replaced with a suitable local medicinal equivalent, the medical service of the Operations Centre will accept to send the medicines via the quickest means possible in compliance with the rules and deadlines that regulate the transportation of medicines and drugs. The Company will bear the cost of shipping, while the cost of drugs is borne to the Insured.	NO	YES	YES
h) provision of an interpreter. If the Insured is hospitalised during the trip and he has language difficulties in communicating with the doctors, the Operations Centre will send an interpreter to in the vicinity The Company shall bear the cost of the interpreter.	NO €1,000		
i) translation of medical records. If the Insured needs the translation of the medical records released as a result of hospitalisation during the trip, he may request them to be translated into Italian from English, French, Spanish or German. The translation will only occur with the consent of the Insured in respect of the provisions of the current legislation in Italy on the processing of personal data.	NO	YES	YES
<b>J. TRAVEL OF A RELATIVE IN THE EVENT OF HOSPITALISATION</b> If the insured, travelling alone or with a minor, is hospitalized with an expected stay of more than 5 (ten) days, the Operations Centre helpline will provide a round-trip ticket (first class train or economy class air travel or other means at its sole discretion) to enable a relative, who is in Italy, to reach the insured who has been admitted to hospital.	YES	YES	YES
It includes the accommodation fees (bed and breakfast) for the relative.  k.) extension of stay. If the insured is unable to return to Italy on the pre-established date due to:  • hospitalisation with an expected stay of more than 7 (seven) nights;  • theft or loss of passport needed to return supported by an official report issued by the local law enforcement authorities;  the Company will bear the hotel expenses (overnight stay and breakfast) of the insured and travelling companions, provided they are also insured.	A maximum of 7 nights with a limit of € 700  A maximum of 10 nights with a limit of € 1,000		
i) transfer of the insured convalescent to his home. Following discharge from hospital, if the insured is not able to return to his/her place of residence by the means initially planned, the Company will organize and take responsibility for the transfer expenses.	YES YES YE		YES
The coverage is also extended to relatives and a travelling companion.	€ 500	€ 750	€ 1,500
m) NURSING CARE AFTER RETURN. If, during the 7 (seven) days after the return to Italy the Insured, based on a medical certificate, needs to be taken care of in his home by specialised personnel (nurses or carers), he may request the Operations Centre to find and send the necessary personnel. The Company will pay for this service.	€ 600		
d) REPATRIATION OF REMAINS In the event of death of the insured during the trip, the Operations Centre will organise and carry out the repatriation of the body up to the burial site in Italy.  Shipping will be done according to international standards and after fulfilling all formalities at the place of death. The Company will bear the costs of transport, excluding costs related to the funeral, interment or cremation. The Company will also bear the cost of the round-trip ticket of a relative to reach the place where the event occurred and the cost of one overnight stay at the closest hotel.	YES	YES	YES
o) EARLY RE-ENTRY If the insured needs to curtail his/her trip and return to his/her home in Italy prior to the scheduled date and with a means other than that originally planned, due to death or hospitalization of a relative with prognosis of more than 7 nights, the Operations Centre will arrange for the return and be responsible for the relative expenses thereof. The guarantee also applies to the return of a relative provided they are also insured.	€ 550 € 2,000		
<b>p) SENDING URGENT COMMUNICATIONS.</b> If the Insured, during his trip, needs to make urgent communications to a person's resident in Italy and he is unable to contact him directly, the Company shall bear the cost for sending such messages.	YES	YES	YES
Q) ADVANCED AMOUNTS FOR THE PURCHASE OF ESSENTIAL GOODS CASE OF THEFT, MUGGING, ROBBERY OR LOSS OF THE MEANS OF PAYMENT. If, during the travel, the insured has to incur unforeseen necessary expenses (hotel stay, car rental, travel tickets, restaurant, etc.) and is unable to do so directly and immediately due to theft, mugging, robbery, theft or loss of their means of payment, the Operations Centre helpline may advance, through direct payment to the supplier, the amounts shown on the corresponding tax document (invoice) within the established limit. The insured must send a copy of the report of the crime provided by the local authorities in situ.  The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:  • in countries where the Company has no branches or correspondents;  • when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;	NO € 5,000		

<ul> <li>in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.</li> </ul>			
r) PROTECTION OF CREDIT CARDS; In the event of theft or loss of credit cards of the insured, the Operations Centre by specific request, shall put the insured in contact with the issuing Institutions to start the necessary procedures to block lost or stolen credit cards. The insured is responsible for completing the blocking procedure in accordance to individual card issuers procedures.	NO	YES	YES
s) ADVANCE COSTS OF LEGAL REPRESENTATION. If the insured person is arrested or threatened with arrest and in need of legal assistance, the Operations Centre helpline will provide the insured with a lawyer, in accordance with the local regulations, and advance the payment of the relevant fee. The insured must report the reason for the request and the amount needed. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:  in countries where there are no branches or correspondents of the Company;  when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;  in cases where transfers of currency abroad infringe existing rules on foreign exchange in Italy or in the country where the Insured is.	NO	€ 1,500	
t) Advance payment of bail. If the Insured is found, while travelling, to be in detention, under arrest or threat of arrest and cannot provide directly to pay the bail fee, the Company may pay on the spot, as an advance on behalf of the Insured, the bail fee. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (thirty) days of the payment of the same. This service is not available:  • in countries where the Company has no branches or correspondents;  • when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;  • in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.	NO	€ 5,00	0
u) telephone expenses. The Company will reimburse the telephone expenses documented and sustained by the Insured to contact the Operations Centre. The costs of 'international roaming' are also reimbursed, following the calls to the Operations Centre in the phases of assistance.	NO	€ 300	l

TRAVEL MEDICAL EXPENSES	Destination	
The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.	ITALY	EUROPE / WORLD / USA, CANADA, MEXICO
BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand		
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 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 Operations 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.	€ 10,000	Maximum amount indicated on the Policy Declarations Page Maximum amount as chosen € 10,000 € 30,000
A REFUND – Even without prior authorisation from the Operations Centre, within the sub- limits indicated.  a) The Company will reimburse the cost of transport from the scene of the event to the medical	€ 500	€ 2,500
centre emergency room or place of first admission.		
<b>b)</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 (including day hospital), sustained following an injury or illness that occurred while travelling.	€ 250	€ 750
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.	NO	€ 250
<b>d)</b> 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.	NO	€ 250

# 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 Insured Persons involved, within the maximum limits and any sub limits set out in this policy.
- b) 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;

the Company is not required to pay a compensation to replace the guarantees of assistance due.

#### **B. LUGGAGE**

- **B.1 Territoriality:** Pre-chosen destination identified in the policy.
- **B.2 Purpose of the Insurance:**

LUGGAGE	Limit  All destinations			Limit of compensation (sub-maximum):	
The maximum amounts mentioned above are per Insured and per accident			s		
THEFT, MUGGING, ROBBERY, FIRE, LOST LUGGAGE. The company indemnifies the Insured for the material and direct damages suffered by him/her as a result of 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.	€ 500	€ 750	€1,000	The guarantee only covers one occurrence of damage during the term of the policy.  The Company will pay the indemnification with the maximum compensation:  • € 250.00 per item;  • € 200 for childcare equipment;  • €500.00 per insured person, €5,000 per policy  Please note that all photo-cine-optical material (camera, video camera, camcorder, lenses, flash, batteries, etc.), appliances and any other electronic equipment are considered collectively as a single object.  The maximum and the sub-maximum amounts provided shall be reduced by 50% in cases of:  • forgetfulness, carelessness, negligence or loss by the Insured;  • lack of appropriate documentation supporting the value of the asset to be compensated.	
DELAYED LUGGAGE. After a delay (as compared to the estimated time of arrival), greater than 8 hours, for the delivery of the checked luggage by the carrier, the company shall reimburse, within the limits of the insured sum:  the purchase of essential items (clothing and personal hygiene items);	€ 200			The guarantee only covers one occurrence of damage during the term of the policy.  The Company will not reimburse expenses:  for late delivery of luggage on the flight back to the habitual residence of the Insured;  incurred after the date the luggage was received.	
<ul> <li>hiring of pushchairs and prams.</li> </ul>	€ 100				

## B.3 - Compensation criteria

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 submaximum amounts will be reduced by 50%.

## C. 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.

## C.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.

# C.2 BACK HOME

## Purpose of the insurance

Should the Insured be unable to continue the trip according to the original itinerary due to:  $\frac{1}{2} \left( \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} \right) \left( \frac{1}{2} \right)$ 

- 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

#### 4. WHAT IS NOT COVERED

#### 4.1- Exclusions common to all sections

Regarding the Travel Assistance section, all the services for which the Insured has not sought prior approval from the Operations Centre helpline are excluded from the terms of this insurance.

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

- a) 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;
- b) 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;
- c) 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;
- d) air, water, soil, subsoil contamination, or any other environmental damage;
- e) expenses for the search and rescue of the Insured from the sea, lakes, mountains or desert;
- f) wilful or gross misconduct of the insured;
- g) 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 while Travelling Section and, if activated, the Back Home Package (in addition to the common exclusions)

The assistance will not be provided in the following cases:

- a) 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;
- b) 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;

## Additionally:

# A.2.1-TRAVEL ASSISTANCE

The Company takes no responsibility for events resulting from:

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

## A.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);
- b) mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
- purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, c)
- d) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;
- voluntary termination of a pregnancy: e)
- practice of air sports and the aerial activities in general, if not practised with sports organizations and without the required safety criteria; f)
  - any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- g) h) purchase and repair of glasses, contact lenses;
- i) follow-up visits in Italy for situations resulting from illnesses which started while travelling.
- j) resulting from hunting activities;
- k) 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;
- l) working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- m) skydiving and downhill skiing.

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.

## **4.3- Specific exclusions applicable to the Luggage section** (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, 'objes d'art', collections, samples, catalogues, goods, food, perishables. The Company does not indemnify damage:

a) facilitated by malice or gross negligence by the insured or people of which he/she must respond;

b) damage caused by water or liquids;

## c) occurred when:

- the luggage was not property 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 Cover Stay Section

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.

#### 5. 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 or, for the Trip Cancellation guarantee, within 5 days from the date of the event, providing the Company, regardless of the way in which the complaint was made (i.e. in writing or via the Internet on the site <a href="www.tripy.net">www.tripy.net</a>), all the documents relevant to the management of the claim, except as provided in the Art. "Documentation" of the "General Insurance Rules" 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:

- complaint, in original copy, submitted to the competent authorities of the place where the event occurred, with a detailed list of the stolen or burned items,
   and documentation certifying their value/evidence of their possession when the event occurred, brand, model, 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 lugg age;

## • 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.

# 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

# IN CASE OF NECESSITY - OPERATIONS CENTRE 24/7

Ph. + 39 06 42115820

# REFUND REQUESTS

# The events must be reported as follows:

- via website at  $\underline{www.tripy.net}$ 

or otherwise

- by post to

Inter Partner Assistance S.A. - Travel - Claims Office

Casella Postale 20175

Via Eroi di Cefalonia

00128 Spinaceto – Rome

#### 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.

# 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 Rome;
  - 2. to the email address: <a href="mailto:garante@gpdp.it">garante@gpdp.it</a>, or certified email: <a href="mailto:protocollo@pec.gpdp.it">protocollo@pec.gpdp.it</a>;
  - 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.