



# INSURANCE CONDITIONS TRIPY STUDENTS

**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 11/2024



**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

Pec: [ipaassicurazioni@pec.it](mailto:ipaassicurazioni@pec.it) – Sito web: [www.axapartners.it](http://www.axapartners.it)

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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.

**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:** 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, as demonstrated by a valid certificate.

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

**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.

**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. General Representative for Italy - 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 - Taxes

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).

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:

- **student travel;**
- 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 up to a maximum of 365 consecutive or non-consecutive 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 and are not older than 40 years of age.

### 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.triply.net](http://www.triply.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 and Third Party Liability - destination selected 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

### 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**.

### **A3 - Start date and operation**

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.

### **A.4 - Provisions and limitations**

The Company reserves the right not to deliver the required services following an event, or to suspend at any moment the execution if it is blatantly or reasonably impossible, impractical or feasible only through illegal channels or by invading the privacy or by breaching the national or international laws or the ethical and moral standards.

The Insured and any other beneficiary of the Assistance services shall release from professional secrecy, exclusively for the events that are the subject of this insurance policy and exclusively in relation to the Company, the doctors and other medical professionals who have examined them or who have acquired sensitive information on their state of health.

The Company provides Roadside Assistance services exclusively in the following countries: Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Russian Federation, Finland, France, Germany, Great Britain, Georgia, Gibraltar, Greece, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Monaco, Norway, Poland, Portugal, Romania, Czech Republic, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Hungary, Ukraine.

The Company takes no responsibility for events resulting from:

- failure to contact the Operational Centre helpline or otherwise, without prior authorization;
- extreme journeys in remote areas accessible only with the use of special means of rescue.

Please also note that:

- a) the provision of Assistance, in accordance with the specific operating conditions, are carried out in consideration of the state of health of the Insured and the state of necessity, using the means and facilities that the Company believes, in its sole discretion, more appropriate for the purpose;
- b) 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;
- c) the Company is not required to pay a compensation to replace the guarantees of assistance due;
- d) in the event the Insured is hospitalised, travel arrangements for a relative to stay with the Insured is limited to 2 persons;
- e) nursing assistance is only available during the 7 days following return from the trip;
- f) the costs/bail advances are paid exclusively abroad within the limit of € 5,000 per claim and per policy and the guarantee will become effective at the time when, in Italy, the helpline receives the 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.
- g) with regard to the extension of stay, the Company shall bear the hotel expenses (overnight stay and breakfast) of the Insured and his/her travelling companions, provided that they are insured, subject to a limit of € 1,500.00 per claim and per policy;
- h) when the convalescing Insured returns to his/her home, the organisation of the trip for an accompanying person is limited to 1 person;
- i) the medical records released as a result of hospitalisation during the trip may 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.

### **A.5 - Obligations of the Insured in the event of an assistance request**

The Insured must contact personally the Helpline, unless he is objectively unable to do so, and he must provide his personal data, the policy number and the type of service required.

**B. TRAVEL MEDICAL EXPENSES**

**B.1. - Purpose of the insurance:**

The Company, in the event of an illness or an accident of the Insured while travelling, provides the following services:

**TRIPS UP TO 35 DAYS**

TRAVEL MEDICAL EXPENSES <i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	Destination			WORLD INCLUDING USA, CANADA AND MEXICO
	ITALY	EUROPE	WORLD EXCEPT FOR USA, CANADA AND MEXICO	
<b>BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand</b>		<i>Maximum amount indicated on the Policy Declarations Page</i>	<i>Maximum amount indicated on the Policy Declarations Page</i>	<i>Maximum amount indicated on the Policy Declarations Page</i>
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. Coverage is provided for a maximum 50 days including the hospital stay in Europe/Australia and up to 120 days in the rest of the world. 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.	<b>€ 10,000</b>	<i>Maximum amount as chosen</i> € 100,000 € 200,000 € 300,000	<i>Maximum amount as chosen</i> € 100,000 € 200,000 € 300,000	<i>Maximum amount as chosen</i> € 100,000 € 200,000 € 300,000
<b>REIMBURSEMENT - Even without prior authorisation from the Operations Centre, within the indicated sub-limits, upon the presentation of appropriate both clinical and tax documentation</b>			<b>€ 5,000</b>	
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.				
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.			<b>€ 1,500</b>	
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.			<b>€ 500</b>	
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.			<b>€ 500</b>	

**B.2 - Effective start date and operation of the section of Travel Medical Expenses**

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.

**B.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.**

**TRIPS LASTING FROM 36 TO 365 DAYS**

<b>TRAVEL MEDICAL EXPENSES</b> <i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	Destination			
	ITALY	EUROPE	WORLD EXCEPT FOR USA, CANADA AND MEXICO	WORLD INCLUDING USA, CANADA AND MEXICO
<b>BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand</b> 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. Coverage is provided for a maximum 50 days including the hospital stay in Europe/Australia and up to 120 days in the rest of the world. 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.	<b>€ 10,000</b>	<i>Maximum amount indicated on the Policy Declarations Page</i> <b>Maximum amount as chosen</b> € 100,000 €200,000	<i>Maximum amount indicated on the Policy Declarations Page</i> <b>Maximum amount as chosen</b> € 100,000 €200,000	<i>Maximum amount indicated on the Policy Declarations Page</i> <b>Maximum amount as chosen</b> € 100,000 €200,000
<b>REIMBURSEMENT - Even without prior authorisation from the Operations Centre, within the indicated sub-limits, upon the presentation of appropriate both clinical and tax documentation</b>			<b>€ 5,000</b>	
<b>a)</b> 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.			<b>€ 1,500</b>	
<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 ( <i>including day hospital</i> ), sustained following an injury or illness that occurred while travelling.			<b>€ 500</b>	
<b>c) Dental care:</b> The Company will reimburse the expenses for urgent dental care following an accident while travelling. <b>Treatment following an accident:</b> 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.			<b>€ 500</b>	
<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.			<b>€ 500</b>	

**B.2 - Effective start date and operation of the section of Travel Medical Expenses**

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.

**B.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.**

### C. TRAVEL ACCIDENTS/FLIGHT ACCIDENTS

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

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

#### TRAVEL ACCIDENTS

<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>€ 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.

#### C.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.

#### C.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.

#### C.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.

#### FLIGHT ACCIDENTS

<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>
<b>Death or permanent disability</b> 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>€ 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.

#### C.6 - 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.

#### C.7 - 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.

#### C.8 - Provisions/Limitations

The capital sum insured by this policy and by other cumulative injury insurances that include this guarantee, stipulated by the Policyholder with the Company, in favour of the same insured persons, cannot exceed the limits of:

- € 300,000.00 per person;
- € 5,000,000.00 per aircraft.

In the event that the insured capital altogether exceeds the amounts indicated above, the allowances payable in the event of a claim shall be adapted with the proportional reduction and imputation on individual policies, so as not to exceed, altogether, the attributable amount on the basis of the amounts stated above.

#### D. LUGGAGE

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

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

LUGGAGE <i>The maximum amounts mentioned above are per Insured and per accident</i>	Maximum amount indicated on the Policy Declarations Page			Limit of compensation (sub-maximum)
	All destinations			
<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>	€ 500	€ 750	€ 1,000	<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>▪ € 200 for childcare equipment;</li> <li>▪ € 2,500 per policy.</li> </ul> <p>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.</p> <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> 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:</p> <ul style="list-style-type: none"> <li>▪ the purchase of essential items (clothing and personal hygiene items);</li> </ul>	€ 200			<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>

#### D.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.

#### D.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

#### D.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%.

### E. Third Party Liability – TPL

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

### E.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><i>Maximum amount as chosen</i> <b>€ 50,000</b> <b>€ 100,000</b> <b>€ 300,000</b></p>	For damage to property and animals, the insurance applies an excess of € 150 per claim.

### E.3 - In case of an event (see also art. C.5)

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.

### E.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.

### F. COURSE REIMBURSEMENT

*The maximum amounts mentioned above are per Insured and per accident*

The company will refund the portion of the cost of the course that was not used, starting from the date when the Insured returned to his home, due to:

- a. the medical repatriation of the Insured, organised and carried out by the Operations Centre;
- b. early return due to death or hospitalisation with a prognosis of more than 7 consecutive nights of a relative, authorised and organised by the Operations Centre.

Coverage is also valid in the event of the death of the Insured during the course, provided that the "Repatriation of the Remains" service has been organised and carried out by the Operations Centre. The Company shall reimburse the legitimate and/or testamentary heirs.

**Maximum €5,000.00**

### Excess/Compensation limits

The Company will refund the portion of the cost of the course that was not used by the Insured.

When calculating the cost of the unused portion of the course, it should be noted that the actual day of return and the day initially planned for the return are considered to be a single day.

## **G STAY AND BACK HOME COVER 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.**

### **G.1 BACK HOME**

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 any government entity), of such a severity and virulence with a high mortality or that require restrictive measures to reduce the risk of transmission to the civilian;
- acts of terrorism in general, including the use of any type of nuclear or chemical bomb; This exclusion does not apply to the Travel Assistance, Travel Medical Expenses and Trip Cancellation guarantees.

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**

### **G.2 COVER STAY**

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.

## **4. 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:

- 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 does not apply to the Travel Assistance, Travel Medical Expenses and Back Home cover;
- 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) 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 Trip Cancellation guarantees;
- e) air, water, soil, subsoil contamination, or any other environmental damage;
- f) search and rescue expenses of the Insured in the sea, lake, mountain or desert;
- g) wilful or gross misconduct of the insured;
- h) 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 All Risks Section and, if activated, the Stay/ Back Home Cover Package (in addition to the common exclusions)**

The assistance will not be provided in the following cases:

1. 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 this last case, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport / repatriation to Italy.
2. direct organisation, or otherwise, without the prior permission of the Operations Centre, of any kind of assistance;
3. medical expenses except those specified in Section B - Travel Medical Expenses.
4. planned trip:
  - towards an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority.
  - a trip made for the purpose of undergoing medical / surgical treatment;
  - for medical rehabilitation and physiotherapy;
  - for the purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc.)
  - for the treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments, dental treatments;
  - for voluntary termination of pregnancy, assisted reproduction and their complications;
  - for explants and/or organ transplants;

5. 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;
6. purchase and repair of glasses, contact lenses;
7. natural delivery or caesarean section;
8. morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
9. ☒ abuse of alcohol or drugs and the use of narcotics and hallucinogens;
10. attempted suicide or suicide;
11. car racing, motorcycle racing, motorboat racing and related tests and workouts;
12. all the professional activities involving the use of mines, weapons and/or dangerous substances, access to mines, quarries and excavation and/or mining activities on land and sea;
13. bankruptcy of the carrier or the travel agent or the organiser of the trip; **this exclusion is not operational for the cover in the Back Home section.**
14. errors or omissions at the time of booking or inability to obtain a visa or passport;
15. mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
16. if you need assistance at home:
  - it excludes the costs related to equipment and/or the spare parts required for repair;
  - the services cannot be provided abroad;
17. in case of roadside assistance, vehicles are excluded:
  - with a full load weight exceeding 3.5 tonnes;
  - with a foreign plate, not registered in Italy;
  - with the date of the first registration exceeding 15 years;
  - not regularly insured for the compulsory third-party liability coverage;
  - used for public use, driving schools and taxis, as well as electric vehicles, three-wheeled vehicles, camper vans and caravans, and trailers;
18. Roadside Assistance services are not provided
  - if the vehicle is located in a place which is not accessible by means of ordinary aid;
  - for the recovery, transfer and storage of personal effects and the transported goods;
  - for rentals of motor cars exceeding 1,200 cc, for periods longer than 3 days and if the insured is not able to guarantee the security deposit, required by the car rental companies, in the form of a credit card. Fuel costs are excluded, as well as charges for not topping up the fuel tank when returning the vehicle to the rental company, drop-off (returning the vehicle to a country other than the country of pick-up), optional insurances, theft and comprehensive insurance deductibles, tolls in general (motorways, ferries, etc.), any fines, and time beyond the guaranteed days;
  - for the immobilisation of the vehicle for carrying out the periodic service check and in the case of the recall.
19. In case of provision of hotel services, all charges other than the bed and breakfast are not included.

#### 4.3 Exclusions in the Travel Medical Expenses Section for trips up to 35 days (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;
- c) a travel made for the purpose of undergoing medical / surgical treatment;
- d) 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;
- e) cover does not apply in the event of non-compliance/observance of vaccination and disease prevention regulations.

Also,

The Company will not accept responsibility for expenses arising from:

- f) rehabilitation and physiotherapy services other than those referred to in the Medical Expenses in the Travel Section, point d);
- g) mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
- h) purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc.);
- i) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;
- j) voluntary termination of a pregnancy;
- k) 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;
- l) purchase and repair of glasses, contact lenses;
- m) 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.

#### 4.4 Exclusions in the Travel Medical Expenses Section for trips from 36 to 365 days (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 transport 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 trip made towards an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority;
- c) a travel made for the purpose of undergoing medical / surgical treatment;
- d) 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;

e) cover does not apply in the event of non-compliance/observance of vaccination and disease prevention regulations.

In addition

The Company will not accept responsibility for expenses arising from:

f) rehabilitation and physiotherapy services other than those referred to in the Travel Medical Expenses Section;

g) 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, etc.);

i) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;

j) voluntary termination of a pregnancy;

k) practice of air sports and the aerial activities in general, extreme sports if not practised with sports organizations and without the required safety criteria;

l) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;

m) purchase and repair of glasses, contact lenses;

n) 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.

#### **4.5 - Exclusions to the Travel Accidents section (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 Exclusions to the Flight Accidents section (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 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, 'objets 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 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.).

#### **4.8 Exclusions relating to the Stay and Back Home Cover Package (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 which 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.

#### **4.9 Exclusions to the Third party liability cover** *(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.
- h) resulting from the use of horses and other saddle animals.

### **3. 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 / travelling with the Insured.

#### **IN CASE OF A REFUND REQUEST**

For every refund request, the Insured or the person acting on his behalf, must report the accident to the Company within 30 days after his/her return, regardless of the way in which the claim is made (i.e. in writing or via the [www.tripzy.net](http://www.tripzy.net) website), with all the documents relevant to the settlement of the claim, without prejudice to the provisions of Article 1.12 of the General Conditions of Insurance, 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.
- for hospitalisation per diem, medical records showing the date of admission and discharge.

##### **■ 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.

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.

##### **■ 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.

##### **■ 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.

■ **Course Reimbursement**

- copy of the documentation demonstrating the cause of interruption: medical certificate stating the diagnosis, medical records, death certificate;
- catalogue and/or programme stating the cost of the course or declaration from the institution that organised the course;
- document confirming the booked course that was not used, including the non-refundable costs.

■ **Third Party Liability - TPL**

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

**IMPORTANT REFERENCES**

**ASSISTANCE, TRAVEL MEDICAL EXPENSES, COVER STAY AND BACK HOME PACKAGE AND SEARCH, RESCUE AND RECOVERY COSTS SECTION**  
**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 - Claims Office

Casella Postale 20175

Via Eroi di Cefalonia

00128 Spinaceto – Rome



## INFORMATIVA SUL TRATTAMENTO DEI DATI PERSONALI AI SENSI DEGLI ART. 13 E 14 DEL REGOLAMENTO (UE) 2016/679 (CLIENTELA DI PRODOTTI ASSICURATIVI)

### PREMESSA

AXA (come definita nella Sezione 1) tratta con cura i tuoi dati personali. A conferma di questo impegno, e per dare esecuzione alle norme che tutelano il trattamento dei dati personali, desideriamo fornire qui di seguito le informazioni essenziali ai sensi degli art. 13 e 14 del Regolamento (UE) 2016/679 (relativo alla protezione delle persone fisiche con riguardo al trattamento dei dati personali, nonché alla libera circolazione di tali dati – c.d. "GDPR"), e del Decreto Legislativo 30 giugno 2003, n.196, così come modificato dal Decreto Legislativo n. 101/2018 ("Codice in materia di protezione dei dati personali" o anche solo "Codice"), nonché di ogni altra normativa privacy di volta in volta applicabile.

La presente informativa privacy ("Informativa") è rivolta alla clientela assicurativa (persone fisiche) di prodotti assicurativi che prevedono garanzie assicurative emesse da **Inter Partner Assistance SA – Rappresentanza Titolare per l'Italia**, in cui rientrano:

- a) i soggetti che stipulano con noi un contratto di assicurazione o che rivestono una qualifica rilevante ai fini dello stesso (contraenti, aderenti a polizze collettive, assicurati, coassicurati);
  - b) altri soggetti che esercitano i diritti o assolvono gli obblighi previsti dal contratto di assicurazione o comunque rilevanti ai fini contrattuali o di legge, che agiscono in nome proprio o per conto dei soggetti di cui alla precedente lett. a (es.: soggetti delegati, legali rappresentanti di società, soggetti che pagano i premi, soggetti che denunciano i sinistri).
- (congiuntamente, "Interessato/i").

Qualora i dati forniti da te o da terzi si riferiscano a **soggetti minori di età** sui quali tu eserciti la responsabilità genitoriale o la tutela legale, ovvero a **familiari/congiunti o altri soggetti terzi che non stipulano il contratto** (es.: altri assicurati o altri beneficiari delle prestazioni assicurative diversi da te), le presenti informazioni e le dichiarazioni di volontà formulate rispetto alle richieste di consenso si intendono riferite anche ai trattamenti su questi dati. Qualora i dati da te forniti si riferiscono a **soggetti terzi** (es.: altri assicurati), ti chiediamo di informare tali soggetti della comunicazione a noi dei loro dati personali e di mettere loro a disposizione la presente Informativa, disponibile anche sul nostro sito internet [www.axapartners.it](http://www.axapartners.it) (Sezione Privacy).

### 1. CHI DECIDE PERCHÉ E COME TRATTARE I DATI PERSONALI

Chi decide perché e come trattare i tuoi dati personali – cioè il **titolare del trattamento** – è la compagnia assicurativa con cui hai stipulato il contratto assicurativo, vale a dire:

- **INTER PARTNER ASSISTANCE S.A. - Rappresentanza Generale per l'Italia** - Via Carlo Pesenti 121 - 00156 Roma - Registro delle Imprese di Roma RM – Numero REA 792129 - Part. I.V.A. 04673941003 - Cod. Fisc. 03420940151; PEC: [ipaassicurazioni@pec.it](mailto:ipaassicurazioni@pec.it)

(di seguito anche "AXA" o il "Titolare/i" o "noi", "ci", "nostro").

### 2. QUALI SONO I DATI DI CONTATTO DEL RESPONSABILE DELLA PROTEZIONE DEI DATI (DPO)

Puoi contattare il Responsabile della Protezione dei dati (DPO - Data Protection Officer) del Titolare scrivendo ai seguenti contatti:

- per posta: INTER PARTNER ASSISTANCE S.A. - *Rappresentanza Generale per l'Italia* - Att.ne del Data Protection Officer - Via Carlo Pesenti n. 121 – 00156 ROMA
- per e-mail: [privacy@axa-assistance.com](mailto:privacy@axa-assistance.com)

### 3. QUALI SONO I TUOI DIRITTI IN QUALITÀ DI INTERESSATO E COME PUOI ESERCITARLI

Nella tua qualità di Interessato al trattamento dei dati personali, hai i diritti di seguito elencati.

- **Diritto di accesso ai tuoi dati personali (Art. 15 GDPR)**  
Se desideri avere accesso ai tuoi dati personali, ti forniremo una copia dei dati che hai richiesto e le informazioni relative al loro trattamento.
- **Diritto di rettifica dei tuoi dati personali (Art. 16 GDPR)**  
Se ritieni che i tuoi dati personali siano inesatti o incompleti, puoi richiedere che tali dati vengano da noi corretti o integrati di conseguenza.
- **Diritto di cancellazione dei tuoi dati personali (Art. 17 GDPR)**  
Se lo desideri, puoi richiedere la cancellazione dei tuoi dati personali, nei limiti previsti dalla legge (ad esempio, non puoi richiedere la cancellazione dei tuoi dati personali se siamo tenuti alla loro conservazione per obblighi di legge o se sono necessari per l'esecuzione del contratto).
- **Diritto di limitare il trattamento dei tuoi dati personali (art. 18 GDPR)**  
Hai il diritto di chiederci di limitare l'utilizzo dei tuoi dati personali se:
  - ritieni che i tuoi dati siano inesatti;
  - ritieni che i tuoi dati siano stati trattati illegalmente;
  - non abbiamo più bisogno dei tuoi dati, ma desideri che li conserviamo per utilizzarli nell'ambito di un'azione legale;
  - ti sei opposto al trattamento dei tuoi dati per i nostri interessi legittimi.
- **Diritto di richiedere la portabilità di parte dei tuoi dati personali (Art. 20 GDPR)**  
Puoi richiedere una copia dei dati personali che ci hai fornito in un formato strutturato, di uso comune e leggibile da dispositivo automatico, laddove il trattamento si basi sul tuo consenso o sul contratto, ed avvenga in modo automatizzato. Ove tecnicamente fattibile, è possibile richiedere la trasmissione di questa copia a terzi titolari da te indicati.
- **Diritto di revocare il tuo consenso al trattamento dei tuoi dati personali**  
Se, per una specifica finalità, ci hai dato il consenso per il trattamento dei tuoi dati personali come indicato nella Sezione 4 ("*Quali sono le finalità e le basi giuridiche del trattamento dei dati personali*"), puoi revocarlo in qualsiasi momento. Dal momento della revoca non ci sarà più consentito trattare i tuoi dati personali per quella finalità, fermo comunque restando che tale revoca non pregiudicherà la liceità dei trattamenti basati sul consenso svolti prima della revoca stessa.
- **Diritto di opporsi al trattamento dei tuoi dati personali (Art. 21 GDPR)**  
Hai il diritto di opposti al trattamento dei tuoi dati personali nei casi in cui utilizziamo come base giuridica del trattamento un nostro interesse legittimo. In caso di tua opposizione, ci asterremo dal trattare ulteriormente i dati personali (salva l'esistenza di motivi legittimi cogenti per



procedere al trattamento che prevalgono i tuoi interessi, diritti e libertà oppure salvo il caso in cui dobbiamo trattare i tuoi dati per l'accertamento, l'esercizio o la difesa di un diritto in sede giudiziaria).

▪ **Diritto contro una decisione automatizzata (Art. 22 GDPR)**

Hai il diritto di non essere soggetto ad una decisione basata esclusivamente su un trattamento automatizzato, compresa la profilazione, che abbia un effetto giuridico o incida in modo significativo su di Te. Tuttavia, potremmo adottare una decisione automatizzata qualora quest'ultima sia **(i)** necessaria per la conclusione o l'esecuzione di un contratto concluso con noi, **(ii)** autorizzata da una norma italiana o dell'Unione Europea o **(iii)** se hai prestato il tuo consenso esplicito. In ogni caso, hai la possibilità di contestare la decisione, esprimere le tue opinioni e chiedere l'intervento di una persona che possa rivedere la decisione.

▪ **Diritto di proporre un reclamo al Garante per la Protezione dei dati personali**

Hai diritto di proporre reclamo all'Autorità di controllo in materia di protezione dei dati personali, in Italia il Garante per la protezione dei dati personali ("**Garante privacy**"). Potrai far pervenire il tuo reclamo utilizzando una delle seguenti modalità: a) messaggio di posta elettronica certificata indirizzata a: *protocollo@pec.gdpd.it* (questo indirizzo è configurato per ricevere SOLO comunicazioni provenienti da posta elettronica certificata); b) raccomandata A/R indirizzata a: Garante per la protezione dei dati personali, Piazza Venezia, 11 - 00187 Roma; c) consegna a mano presso gli uffici del Garante per la protezione dei dati personali, Piazza Venezia, 11 – Roma.

**4. QUALI SONO LE FINALITÀ E LE BASI GIURIDICHE DEL TRATTAMENTO DEI DATI PERSONALI**

Nella tabella che segue trovi elencate le finalità da noi perseguite quando trattiamo i tuoi dati personali e, per ciascuna di tali finalità, la base giuridica del trattamento.

FINALITÀ DEL TRATTAMENTO	BASE GIURIDICA DEL TRATTAMENTO
<p><b>1. Finalità di esecuzione del contratto assicurativo o di esecuzione di misure precontrattuali.</b></p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> <li>• preventivazione ed offerta del contratto assicurativo;</li> <li>• valutazione ed assunzione del rischio assicurativo prima della stipula del contratto;</li> <li>• conclusione, esecuzione e gestione del contratto assicurativo (es.: incasso e rimborso dei premi, gestione dei recessi e dei rinnovi di contratto, gestione e liquidazione dei sinistri); riscontro e gestione delle tue richieste (c.d. attività di customer care), sia scritte che telefoniche, o dei tuoi reclami;</li> <li>• comunicazioni di servizio, attraverso i nostri canali, inerenti il contratto assicurativo;</li> <li>• gestione di ogni altro adempimento precontrattuale e contrattuale a nostro carico e di ogni altra attività amministrativa accessoria e connessa a tali adempimenti.</li> </ul>	<p><b>ESECUZIONE DI UN CONTRATTO</b> – in riferimento ai dati personali "comuni" (e.g., dati identificativi e di contatto) la <b>base giuridica</b> di questi trattamenti è l'Art. 6.1.b GDPR (<i>il trattamento è necessario all'esecuzione di un contratto di cui l'interessato è parte o all'esecuzione di misure precontrattuali adottate su richiesta dello stesso</i>).</p> <p>Fermo restando quanto sopra, il trattamento dei dati personali dei soggetti che non fanno parte del contratto assicurativo, ma ne subiscono gli effetti (ad esempio, gli assicurati diversi dal contraente), viene effettuato sulla base del <b>LEGITTIMO INTERESSE</b> (sia del Titolare che del soggetto che stipula il contratto assicurativo), ai sensi dell'art. 6.1.f GDPR. Tale trattamento è necessario per garantire l'esecuzione delle prestazioni previste dal contratto e la tutela dei diritti di tali soggetti terzi che non fanno parte del contratto.</p> <p><b>CONSENSO ESPlicito</b> - In riferimento alle categorie particolari di dati personali (ad esempio inerenti lo stato di salute) eventualmente forniti dall'Interessato, tale trattamento sarà giustificato dall'eccezione di cui all'Art. 9.2.a del GDPR (<i>l'interessato ha espresso il proprio consenso esplicito al trattamento di tali dati personali dati personali</i>).</p> <p>In aggiunta, per completezza segnaliamo che anche il trattamento di altre tipologie di dati personali diversi da quelli di categoria particolare (ad es. dati di geolocalizzazione), potrà fondarsi sul consenso ai sensi dell'Art. 6.1.a GDPR, al fine di poter rendere efficacemente il servizio.</p>
<p><b>Avvertenza</b> - Precisiamo che senza i Tuoi dati personali comuni e di categoria particolare, non saremo in grado di fornirti i prodotti assicurativi richiesti. Pertanto, in relazione a questa specifica finalità, il conferimento dei tuoi dati personali comuni, ed il tuo consenso esplicito al trattamento dei dati di categoria particolare, sono un requisito necessario per la conclusione del contratto e per lo svolgimento del rapporto assicurativo.</p>	
<p><b>2. Finalità di adempimento di obblighi di legge ai quali siamo soggetti (derivanti dalla normativa nazionale o dell'Unione Europea) e di adempimento di provvedimenti o richieste specifiche delle Autorità competenti.</b></p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> <li>• adempimento di tutte le prescrizioni normative, di legge e regolamentari, in materia assicurativa alle quali siamo soggetti;</li> </ul>	<p><b>ADEMPIMENTO OBBLIGO DI LEGGE</b> - La <b>base giuridica</b> di questi trattamenti è l'Art. 6.1.c GDPR (<i>il trattamento è necessario per adempiere un obbligo legale al quale è soggetto il titolare del trattamento</i>).</p>

<ul style="list-style-type: none"> <li>• adempimento di tutte le altre prescrizioni normative, di legge e regolamentari, a noi applicabili, ad esempio in materia contabile e fiscale, in materia di contrasto al riciclaggio e al finanziamento del terrorismo (AML/CFT), in materia di rilevazione e prevenzione della corruzione, in materia antifrode, in materia di tutela del consumatore, in materia di segnalazione di illeciti (c.d. <i>whistleblowing</i>);</li> <li>• adempimento di disposizioni delle Autorità competenti (IVASS, Banca d'Italia, Garante Privacy, ecc.) emesse sotto qualsiasi forma (provvedimenti, circolari, linee guida, lettere al mercato, raccomandazioni, codici di condotta, etc.), e adempimento di richieste delle Autorità giudiziarie</li> <li>• attività di gestione di controllo interno e di revisione interna previste dalle prescrizioni normative, di legge e regolamentari, applicabili al Titolare.</li> </ul>	
<p><b>3. Finalità di perseguimento di un nostro interesse legittimo (o di un altro titolare a cui comunichiamo i tuoi dati personali), comunque connesso alle finalità assicurative sopra indicate di esecuzione del contratto e adempimento di obblighi di legge.</b></p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> <li>• gestione del rischio assicurativo a seguito della stipula di un contratto di assicurazione (ad es., gestione dei rapporti con i coassicuratori e/o riassicuratori);</li> <li>• adozione di presidi e utilizzo di strumenti e tecnologie idonei alla prevenzione delle frodi (ad esempio, verifiche antifrode sui documenti, verifiche antifrode sui pagamenti anche relative alla congruità dell'IBAN, verifiche sui furti di identità);</li> <li>• monitoraggio e gestione dei pagamenti dei premi irregolari e degli insoluti, e connesse attività di recupero crediti;</li> <li>• gestione di eventuali contenziosi stragiudiziali e giudiziali;</li> <li>• attività di gestione di controllo interno, di revisione interna e di risposta ad audit interni, in adempimento di obblighi giuridici gravanti sul Titolare e delle nostre procedure interne aziendali;</li> <li>• analisi e reportistiche interne tecniche ed attuariali (es.: valutazione dei rischi, stima delle riserve e dei sinistri, previsione dei rischi, pricing analysis, calcolo e modellizzazione dei rischi);</li> <li>• presidio della sicurezza dei sistemi IT e delle reti ai fini di tutela della riservatezza, integrità e disponibilità dei dati personali, e di prevenzione di incidenti informatici da cui possano derivare anche violazioni di dati personali;</li> <li>• comunicazione di dati personali all'interno del Gruppo AXA, per finalità di gestione contrattuali, amministrativa in generale e di reportistica interna;</li> <li>• efficienza aziendale (es.: ottimizzazione e automatizzazione di processi operativi, test dei sistemi informatici);</li> <li>• effettuazione di sondaggi di opinione e di soddisfazione della clientela sulla qualità dei servizi resi, svolte direttamente da noi o tramite il supporto di società specializzate (di seguito, congiuntamente, i "Sondaggi");</li> <li>• attività di data management (gestione e governance dei dati, <i>data quality</i>);</li> <li>• gestione di eventuali operazioni societarie.</li> </ul>	<p><b>LEGITTIMO INTERESSE</b> - La base giuridica di questi trattamenti è l'Art. 6.1.f GDPR (<i>il trattamento è necessario per il perseguimento del legittimo interesse del titolare del trattamento o di terzi, a condizione che non prevalgano gli interessi o i diritti e le libertà fondamentali dell'interessato che richiedono la protezione dei dati personali, in particolare se l'interessato è un minore</i>).</p> <p>In aggiunta, unicamente per quanto riguarda l'effettuazione dei sondaggi di opinione, il trattamento si basa sull'eccezione del <i>soft spam</i>, prevista ai sensi dell'Art. 130.4 del Codice.</p> <p><b>CONSENSO ESPLICITO</b> – nel caso in cui, in riferimento alle operazioni di trattamento giustificate sulla base del legittimo interesse, i Titolari dovessero trattare anche dati di categoria particolare degli Interessati (e.g. inerenti allo stato di salute), tale trattamento verrà giustificato sulla base dell'eccezione di cui all'Art. 9.2.a GDPR (<i>l'interessato ha espresso il proprio consenso esplicito al trattamento di tali dati personali dati personali</i>) o, ove applicabile, dell'Art. 9.2.f GDPR (<i>il trattamento è necessario per accertare, esercitare o difendere un diritto in sede giudiziaria</i>).</p>
<p><b>Avvertenza</b> - Quando facciamo affidamento sull'interesse legittimo, garantiamo che il trattamento sia proporzionato e che i tuoi interessi, diritti fondamentali e libertà siano rispettati. In ogni caso, nei limiti di quanto applicabile, potrai sempre opperti al trattamento basato sul legittimo interesse o sull'eccezione del <i>soft spam</i> per quanto riguarda l'erogazione dei Sondaggi.</p>	
<p><b>4. Finalità di marketing e di profilazione</b></p> <p>Per questa finalità, trattiamo i tuoi dati personali svolgendo le seguenti attività:</p> <ul style="list-style-type: none"> <li>• invio di comunicazioni promozionali, pubblicitarie o commerciali e offerta diretta di nostri prodotti o servizi, tramite l'impiego del telefono e della posta cartacea, nonché tramite sistemi automatizzati di chiamata senza l'intervento di un operatore e tramite posta elettronica, telefax, messaggi SMS, MMS, App o di altro tipo;</li> <li>• attività di profilazione, finalizzata ad analizzare i dati personali, prodotti, servizi, le caratteristiche dell'interessato, con lo scopo di rilevare comportamenti e preferenze, anche attraverso trattamenti</li> </ul>	<p><b>CONSENSO</b> - La base giuridica di questi trattamenti è l'Art. 6.1.a GDPR (<i>l'interessato ha espresso il consenso al trattamento dei propri dati personali</i>).</p> <p>Avvertenza - Potremmo trattare i dati per queste due finalità solo ed esclusivamente qualora, in sede di stipula del contratto assicurativo, anche eventualmente on-line, ti sia richiesto nella modulistica di prestare o negare il consenso a questi trattamenti (due consensi distinti e separati). In assenza di tale richiesta, o in caso di negazione dei consensi, non tratteremo mai i tuoi dati</p>

automatizzati, compresa la profilazione, per ottenere vantaggi personalizzati, formulare offerte che tengano conto dei risultati di tali analisi e migliorare l'offerta dei prodotti per renderla maggiormente in linea con i bisogni dell'interessato.

per le finalità (marketing e/o profilazione) per le quali hai negato il consenso.  
Se presti i consensi, potrai comunque revocarli in qualsiasi momento. Tale revoca non pregiudica la liceità di qualsiasi trattamento effettuato prima di esso.

## 5. QUALI SONO LE CATEGORIE DI DATI PERSONALI OGGETTO DI TRATTAMENTO

Possono essere oggetto di trattamento, solo ed esclusivamente per le finalità sopra indicate, le seguenti categorie e tipologie di dati personali:

- a) **dati identificativi e di contatto** (ad esempio: il nome e il cognome, il luogo e la data di nascita, la residenza anagrafica e il domicilio, copia e/o estremi del documento di identificazione, il codice fiscale o partita iva, e-mail, numero di telefono, ed eventuali altri dati identificativi e di contatto strettamente necessari ai fini contrattuali);
- b) **dati identificativi univoci del contratto di assicurazione e del sinistro** (ad esempio: numero di proposta, numero di polizza, numero di sinistro, capitale assicurato, decorrenza, durata e scadenza del contratto, garanzie assicurative oggetto di contratto e/o di sinistro);
- c) **dati relativi alla situazione personale o familiare** (ad esempio: stato civile, composizione nucleo familiare, rapporti con i beneficiari delle prestazioni o tra assicurati e contraenti), **occupazionale** (ad esempio: categoria professionale, settore di attività, professione, procure, visure e altri documenti societari) ed **economica**, raccolti e trattati solo qualora rilevanti per l'esecuzione precontrattuale/contrattuale del contratto di assicurazione o la fase di sinistro.
- d) **dati bancari e di pagamento** (ad esempio, l'IBAN del conto corrente relativo al pagamento dei premi e dei sinistri);
- e) **dati di autenticazione** (ad esempio, username e password di nostri siti web o nostre app);
- f) **dati di connessione e telecomunicazione**, ottenuti quando sei connesso a un sito web o a una rete di comunicazione (ad esempio, indirizzi IP, log, cookie, metadati di telefonate/e-mail);
- g) in caso di polizze aventi ad oggetto rischi sui veicoli a motore e di assistenza sui veicoli a motore, sono altresì oggetto di trattamento: (i) i **dati che identificano il veicolo assicurato** (ad esempio: marca e modello, targa, numero di telaio, data di immatricolazione, libretto di circolazione, certificato di proprietà del veicolo) e; (ii) i **dati di geolocalizzazione del veicolo**, trattati solo al fine di erogare la prestazione di assistenza per localizzare il veicolo, senza tracciamento degli spostamenti, ed acquisiti solo nel momento in cui l'interessato presta consenso sul proprio dispositivo all'erogazione della prestazione di assistenza con geolocalizzazione.

Inoltre:

- h) solo qualora necessario per l'esecuzione precontrattuale/contrattuale del contratto di assicurazione o la fase di sinistro, trattiamo altresì **categorie di dati particolari ex art. 9 GDPR, inclusi quelli relativi al tuo stato di salute** (da te forniti mediante risposte a nostri questionari medici oppure contenuti in documentazione medica, quali ad esempio certificati medici, referti di viste ed esami, cartelle cliniche), per cui verrà comunque richiesto un consenso esplicito;
- i) potremmo trattare altresì **dati giudiziari**, cioè i dati relativi a condanne penali o reati o a connesse misure di sicurezza, che possono rivelare l'esistenza di determinati provvedimenti giudiziari soggetti ad iscrizione nel casellario giudiziale. Il trattamento di dati giudiziari avviene sempre e comunque in conformità a quanto previsto dalle leggi o dai regolamenti o decreti in materia e limitatamente alle finalità ivi stabilite, quali ad esempio l'accertamento di responsabilità o del diritto all'indennizzo in relazione a sinistri e/o la prevenzione, l'accertamento e il contrasto di frodi o situazioni di concreto rischio per il corretto esercizio dell'attività assicurativa, secondo quanto previsto dall'art. 2-*octies* del Codice.

## 6. A CHI COMUNICHIAMO I TUOI DATI PERSONALI

All'interno della nostra organizzazione, i tuoi dati personali sono trattati da nostri dipendenti e collaboratori che trattano i dati raccolti esclusivamente nell'ambito delle rispettive mansioni, per le finalità indicate nella presente informativa, in conformità alle istruzioni ricevute dal Titolare e sotto la sua autorità.

I tuoi dati personali (raccolti in sede di stipula ed esecuzione del contratto, inclusa la fase di sinistro) possono altresì essere comunicati alle seguenti categorie di soggetti terzi, esterni alla nostra organizzazione, che agiscono in qualità di autonomi titolari del trattamento o di responsabili del trattamento per nostro conto. Tali soggetti a cui possiamo comunicare i tuoi dati personali sono:

- a) altri soggetti del settore assicurativo (c.d. catena assicurativa), quali assicuratori, coassicuratori e riassicuratori, broker, agenti ed altri intermediari assicurativi (e relativi addetti all'attività di intermediazione) utilizzati per l'acquisizione e gestione dei contratti di assicurazione, contraenti di polizze collettive;
- b) professionisti, consulenti, studi o società operanti nell'ambito di rapporti di consulenza e assistenza professionale, quali consulenti legali, avvocati, medici di fiducia, periti, consulenti privacy, consulenti antiriciclaggio, consulenti fiscali, professionisti/società di recupero crediti, società incaricate del monitoraggio/controllo qualità dell'offerta e collocamento dei contratti di assicurazione, società di servizi informatici e telematici, società di informazione commerciale, società di investigazioni private;
- c) soggetti che svolgono attività connesse e strumentali all'esecuzione del contratto di assicurazione e alla gestione o liquidazione del sinistro / erogazione della prestazione, quali: fornitori, professionisti e qualsiasi altro partner o terzo soggetto convenzionato per l'erogazione delle prestazioni (c.d. rete network del ramo assistenza); soggetti coinvolti nelle attività di riparazione di veicoli e beni assicurati; fornitori di servizi di stoccaggio, gestione, archiviazione e distruzione della documentazione dei rapporti intrattenuti con la clientela e non; fornitori di servizi postali (per attività di trasmissione, imbustamento, trasporto e smistamento delle comunicazioni alla clientela); fornitori di servizi di assistenza alla clientela (es.: call center, help desk); fornitori di servizi di offerta e collocamento a distanza di contratti di assicurazione (call center esterni); fornitori di servizi di assunzione medica del rischio; fornitori di servizi di amministrazione delle polizze e supporto alla gestione ed incasso dei premi; fornitori di servizi bancari, finanziari e di pagamento; fornitori di servizi antiriciclaggio; fornitori di servizi antifrode;
- d) organismi associativi consortili propri del settore assicurativo (ANIA) o finanziario, cui noi o altri soggetti della catena assicurativa siamo iscritti;
- e) altre società AXA Partners e del gruppo AXA (società controllanti, controllate e collegate, anche indirettamente, ai sensi delle vigenti disposizioni di legge);

- f) altri soggetti nei cui confronti la comunicazione dei dati è obbligatoria per legge quali, a titolo esemplificativo: IVASS, Banca d'Italia - UIF (Unità d'informazione finanziaria) e altre autorità di vigilanza (incluse quelle del paese di origine del titolare), Agenzia delle Entrate, Magistratura, Forze dell'Ordine.

Puoi ottenere l'elenco nominativo dei soggetti a cui abbiamo comunicato i tuoi dati personali, e che agiscono come autonomo titolare o responsabile del trattamento, in sede di esercizio del tuo diritto di accesso ai sensi dell'Art. 15 GDPR, contattandoci ai recapiti indicati nella precedente Sezione 2 (*"QUALI SONO I DATI DI CONTATTO DEL RESPONSABILE DELLA PROTEZIONE DEI DATI (DPO)"*).

## **7. TRASFERIMENTO DEI DATI PERSONALI A DESTINATARI UBICATI IN PAESI TERZI**

Per talune attività, ci avvaliamo di soggetti di nostra fiducia - operanti talvolta anche al di fuori dell'Unione Europea - che svolgono per nostro conto compiti di natura tecnica, organizzativa o gestionale; lo stesso fanno anche i soggetti già indicati nella presente informativa a cui i dati vengono comunicati. In ogni caso il trasferimento dei dati fuori dall'Unione Europea avverrà sulla base delle ipotesi previste dalla vigente normativa, tra cui l'utilizzo di regole aziendali vincolanti (cd. BCR - *Binding Corporate Rules*, consultabili sul sito internet [www.axapartners.it](http://www.axapartners.it), sezione Privacy) per i trasferimenti all'interno del Gruppo AXA, l'applicazione di clausole contrattuali standard definite dalla Commissione Europea per i trasferimenti verso società non appartenenti al Gruppo AXA o la verifica della presenza di una decisione di adeguatezza in merito al sistema di protezione dei dati personali del paese importatore.

## **8. PER QUANTO TEMPO CONSERVIAMO I DATI PERSONALI**

Conserviamo i dati personali per un periodo di tempo compatibile con la finalità per la quale viene effettuato il trattamento e, in ogni caso, con l'assolvimento degli obblighi di legge e di quelli contrattuali, tenuto altresì conto del termine prescrizione applicabile.

In particolare:

- a) i dati personali relativi ai contratti assicurativi stipulati sono conservati per un periodo di 10 anni decorrente dalla scadenza o anticipata cessazione, per qualsiasi causa, del contratto di assicurazione, oppure - se verificatasi successivamente a tale scadenza/cessazione - decorrente dall'ultima operazione (ad esempio, di pagamento del sinistro). In riferimento ai dati personali relativi a proposte assicurative a cui non ha poi fatto seguito la stipula del contratto, il Titolare potrà applicare termini di conservazione inferiori;
- b) in caso di necessità di tutela dei diritti del Titolare e dell'Interessato (anche in sede giudiziaria), i dati personali sono conservati sino al termine di passaggio in giudicato della relativa sentenza o ultimo grado di giudicato e, ove necessario, per la successiva fase esecutiva;
- c) i dati personali raccolti per le finalità di marketing (ivi incluso per l'invio dei Sondaggi) e di profilazione vengono conservati, rispettivamente, per un periodo di 24 e 12 mesi e successivamente cancellati, salvo raccolta di un nuovo consenso.

Alla scadenza del termine di conservazione, provvediamo alla cancellazione o anonimizzazione dei dati personali.

Potremo altresì stabilire i termini di conservazione sulla base del bilanciamento tra il nostro legittimo interesse e il rispetto dei diritti e delle libertà dell'interessato. In ogni caso, con cadenza periodica, verifichiamo l'effettivo permanere dell'interesse del soggetto a cui si riferiscono i dati rispetto alle finalità in precedenza richiamate e, in sua assenza, per dare corso alle operazioni di cancellazione o di anonimizzazione.

## **9. QUAL E' LA FONTE DA CUI OTTENIAMO I DATI PERSONALI**

Otteniamo i tuoi dati personali:

- avvalendoci della nostra rete di intermediari assicurativi (agenti, broker, banche e loro addetti interni ed esterni all'attività di intermediazione assicurativa), altri partner commerciali o fornitori - sono tali soggetti che raccolgono i dati personali presso di te;
- direttamente presso di te, ad esempio in fase di sinistro o in caso di collocamento di contratti di assicurazione direttamente da parte nostra, senza intermediari;
- presso i nostri clienti (aziende o privati), che stipulano con noi il contratto di assicurazione (quando, ad esempio, tu sei un assicurato o un beneficiario indicato in polizza che non intervengono nella fase di stipula del contratto);
- da altre società del gruppo AXA;
- da informazioni pubbliche come quelle pubblicate sulla stampa, nonché da pubblicazioni/banche dati messe a disposizione da autorità ufficiali o da terzi (ad esempio: registro imprese, banche dati gestite da autorità di vigilanza).

## **10. INFORMAZIONI SU PROCESSI DECISIONALI AUTOMATIZZATI**

L'emissione del contratto assicurativo può essere sottoposta allo svolgimento di processi decisionali automatizzati, predisposti sia in considerazione dei nostri requisiti di assicurabilità / assunzione dei rischi / tariffazione (esempio: età alla stipula della polizza, età alla scadenza della polizza, capitale assicurato) che in considerazione di requisiti normativi (ad esempio, al fine di proporti il prodotto più adeguato alle tue esigenze assicurative, al fine del rispetto delle normative antiriciclaggio e antiterrorismo). Tale processo automatizzato è necessario ai fini della conclusione del contratto, e si può verificare ad esempio in riferimento ai prodotti assicurativi acquistati on-line oppure emessi tramite piattaforme informatiche di nostri intermediari. Il trattamento automatizzato è comunque sempre finalizzato ad assicurare che, operativamente, entrino effettivamente in copertura soggetti assicurabili in base alle decisioni prese dal Titolare in merito a requisiti di assicurabilità / assunzione dei rischi / tariffazione. In ogni caso, raccoglieremo sempre il tuo consenso esplicito ai sensi dell'Art. 9.2.a GDPR per il trattamento dei dati di categoria particolare (e.g. dati legati alla salute) coinvolti nel trattamento automatizzato.

Tale processo decisionale automatizzato impatta sulla emissione della polizza. Il conferimento dei dati per tali finalità è necessario: perciò, in mancanza sarà impossibile concludere ed eseguire il contratto assicurativo.

Potrai comunque esercitare il diritto di ottenere l'intervento umano da parte del Titolare, di esprimere la tua opinione o di contestare la decisione, contattandoci ai recapiti indicati nella precedente Sezione 2 (*"QUALI SONO I DATI DI CONTATTO DEL RESPONSABILE DELLA PROTEZIONE DEI DATI (DPO)"*).

## **11. MODIFICHE ALLA INFORMATIVA PRIVACY**

Il Titolare potrà aggiornare la presente Informativa sulla privacy per riflettere i cambiamenti di informazioni in essa contenuti o in adempimento di requisiti di legge. Quando ciò accadrà, il Titolare potrà fornirti una comunicazione in merito, ad esempio pubblicando un avviso in evidenza sul sito web o contattandoti utilizzando i dati di contatto raccolti.

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