



INSURANCE CONDITIONS TRIPY T'OP&FLY

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

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Sede legale Bruxelles - 7, Boulevard du Régent - Capitale sociale € 130.702.613 interamente versato - Gruppo AXA Partners

N. Iscrizione all'Albo Imprese di Assicurazioni e Riassicurazioni I.00014 - Autorizzazione Ministeriale n. 19662 del 19.10.1993

Registro delle Imprese di Roma RM - Numero REA 792129 - Part. I.V.A. 04673941003 - Cod. Fisc. 03420940151



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.

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

Accident: damage sustained by a vehicle while on the road as a result of a collision with a stationary object or other vehicle which prevents it from being used as intended.

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.

Family unit: all persons appearing on the family status certificate at the time of the claim.

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

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

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

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

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

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

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

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

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

Company: INTER PARTNER ASSISTANCE S.A. 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. The Insured undertakes, under penalty of forfeiture, to provide the documents and other information necessary for the exercise of the right of recourse and to take all the necessary steps to preserve this right.

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

This policy needs to be taken out at the same time as the trip is booked/purchased.

The explicitly signed guarantees apply for:

- for travel for tourism, study or business purposes;
- from the date and time indicated in the policy. The Company will use the Rome time zone (UTC/GMT + 1) as the reference for the effective date. For all guarantees, except cancellation, the insurance cover starts at 00:00 hrs on the day of departure and ends at the end of the trip, and in any case no later than the expiry date (24:00 hrs on the day of return); for cancellation cover only, the insurance cover starts at 00:00 hrs on the day following the date of issue and ends at 24:00 hrs on the day of departure or until the start of the trip itself.
- for the destination and maximum amounts indicated in the policy;
- if the Policyholder is, in the case of a natural person, a person of legal age with legal capacity to act;
- if the premium has been paid.

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

2.2 - Insurable Persons

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

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

For Home Assistance benefits, persons who are resident abroad and temporarily residing in Italy are also considered to be insured. In this case, the cover will be provided at the place of temporary residence in Italy.

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).

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, Assistance to the departure location, Luggage: Destination chosen and specified in the policy and all countries within the chosen destination category and those falling in a lower category.

2.5- Limitations common to all sections

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

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

3. WHAT IS COVERED

3.1 - Purpose of the Insurance

The Company provides the coverage specified in the following sections:

- ASSISTANCE AND TRAVEL MEDICAL EXPENSES**
- ROADSIDE ASSISTANCE TO THE PLACE OF DEPARTURE**
- LUGGAGE**
- TRIP CANCELLATION**
- FLIGHT PACKAGE**

A. ASSISTANCE AND TRAVEL MEDICAL EXPENSES

A.1. Purpose of the insurance

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

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

TRAVEL ASSISTANCE	Destination		
	ITALY	EUROPE	WORLD / USA, CANADA AND MEXICO
<i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>			
a) MEDICAL CONSULTATION BY TELEPHONE. The Operations Centre is available to the Insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling.	YES	YES	YES
b) SENDING A DOCTOR OR AMBULANCE IN THE EVENT OF AN EMERGENCY. If the Operations Centre medical service deems it necessary and a medical examination of the insured cannot be postponed, the Operations Centre will send an approved local general practitioner to the scene, or if a doctor is not immediately available, it will arrange an ambulance to transfer the insured to the closest first aid centre. The cost of this service is borne by the Company. <i>N.B.: It is understood that in an emergency the Operations Centre helpline cannot in any way be a substitute for Official Emergency Services (118), nor will it assume any of the costs incurred.</i>	YES	NO	NO
c) indication of a specialist doctor. If, following a medical consultation by telephone, the insured need to undergo specialist treatment, the Operations Centre helpline will provide, consistent with local availability, the name of a specialist doctor in the location closest to the place where the insured is located.	NO	YES	YES
d) TRANSFER – PATIENT REPATRIATION. If the medical service of the Operations Centre recommends that the transfer of the patient, following a clinical analysis and in agreement with the attending physician on site, the Operations Centre will organise: <ul style="list-style-type: none"> • transfer of the patient to the nearest suitable medical facility; • transfer from the medical facility to the residence of the insured; • The repatriation to Italy of the insured patient if the conditions allow and require it; with the necessary assistance during transport with medical or paramedical personnel. the patient transfer will be made, with all expenses paid by the Company, using the most appropriate means at the discretion of the Operations Centre. These may include: <ul style="list-style-type: none"> • air ambulance, exclusively for the return to Italy and if the claim has taken place in Europe; • airline, possibly stretchered; • first-class train and, if necessary, sleeper; • ambulance, unlimited mileage; • other means of transport. Excluded from the service are: <ul style="list-style-type: none"> • illnesses or injuries which, in the opinion of the medical service of the Operations Centre, can be treated on site or at least do not prevent the continuation of the travel; • infectious diseases if transportation implies violation of national or international health regulations; • All cases where the Insured or his family have voluntarily signed the waiver against the advice of 	YES	YES	YES

the doctors with whom he/they was/were hospitalised; The Company shall have the right to request any unused travel ticket for the return of the Insured			
e) TRANSFER OF THE OTHER INSURED PARTIES If following the Transfer – Patient transfer service, or in case of the death of the insured, the relatives and the fellow travellers were not objectively able to return to their place of residence in Italy via the means initially planned for, the Operations Centre helpline will provide them with a first class train ticket or economy class airfare. The service shall be provided on the condition that the relatives and travelling companions are insured. The Company shall have the right to ask them for any unused travel tickets for the transfer.	€ 1,000	€ 1,500	€ 2,000
f) Repatriation of INSURED minors. If the Insured is unable to take care of the children insured with him on the trip as a result of hospitalisation or death and there is no one else able to do so, the helpline will provide a relative with a return ticket (first class by train or economy class by plane or other means at its sole discretion) to enable it to reach the children and bring them back to their home in Italy. The Company also refunds: <ul style="list-style-type: none"> the possible new return ticket of minors; the costs for a one-night stay of a relative. 	€ 1,000	€ 1,500	€ 2,000
g) SENDING URGENT MEDICINES If the insured needs medications regularly registered in Italy but it is not available in the immediate location or it cannot be replaced with a suitable local medicinal equivalent, the medical service of the Operations Centre will accept to send the medicines via the quickest means possible in compliance with the rules and deadlines that regulate the transportation of medicines and drugs. The Company will bear the cost of shipping, while the cost of drugs is borne to the insured.	NO	YES	YES
h) provision of an interpreter. If the Insured is hospitalised during the trip and he has language difficulties in communicating with the doctors, the Operations Centre will send an interpreter to in the vicinity. The Company shall bear the cost of the interpreter.	NO	€ 1,000	
i) translation of medical records. If the Insured needs the translation of the medical records released as a result of hospitalisation during the trip, he may request them to be translated into Italian from English, French, Spanish or German. The translation will only occur with the consent of the Insured in respect of the provisions of the current legislation in Italy on the processing of personal data.	NO	YES	YES
J. TRAVEL OF A RELATIVE IN THE EVENT OF HOSPITALISATION If the insured, travelling alone or with a minor, is hospitalized with an expected stay of more than 5 (ten) days, the Operations Centre helpline will provide a round-trip ticket (first class train or economy class air travel or other means at its sole discretion) to enable a relative, who is in Italy, to reach the insured who has been admitted to hospital.	YES	YES	YES
It includes the accommodation fees (bed and breakfast) for the relative.	A maximum of 7 nights with a limit of € 700		
k.) extension of stay. If the insured is unable to return to Italy on the pre-established date due to: <ul style="list-style-type: none"> hospitalisation with an expected stay of more than 7 (seven) nights; theft or loss of passport needed to return supported by an official report issued by the local law enforcement authorities; the Company will bear the hotel expenses (overnight stay and breakfast) of the insured and travelling companions, provided they are also insured.	YES	A maximum of 10 nights with a limit of € 1,000	
i) transfer of the insured convalescent to his home. Following discharge from hospital, if the insured is not able to return to his/her place of residence by the means initially planned, the Company will organize and take responsibility for the transfer expenses.	YES	YES	YES
The coverage is also extended to relatives and a travelling companion.	€ 500	€ 750	€ 1,500
m) NURSING CARE AFTER RETURN. If, during the 7 (seven) days after the return to Italy the Insured, based on a medical certificate, needs to be taken care of in his home by specialised personnel (nurses or carers), he may request the Operations Centre to find and send the necessary personnel. The Company will pay for this service.	€ 600		
d) REPATRIATION OF REMAINS In the event of death of the insured during the trip, the Operations Centre will organise and carry out the repatriation of the body up to the burial site in Italy. Shipping will be done according to international standards and after fulfilling all formalities at the place of death. The Company will bear the costs of transport, excluding costs related to the funeral, interment or cremation. The Company will also bear the cost of the round-trip ticket of a relative to reach the place where the event occurred and the cost of one overnight stay at the closest hotel.	YES	YES	YES
o) EARLY RE-ENTRY If the insured needs to curtail his/her trip and return to his/her home in Italy prior to the scheduled date and with a means other than that originally planned, due to death or hospitalization of a relative with prognosis of more than 7 nights, the Operations Centre will arrange for the return and be responsible for the relative expenses thereof. The guarantee also applies to the return of a relative provided they are also insured.	€ 550	€ 2,000	
p) SENDING URGENT COMMUNICATIONS. If the Insured, during his trip, needs to make urgent communications to a person's resident in Italy and he is unable to contact him directly, the Company shall bear the cost for sending such messages.	YES	YES	YES
q) ADVANCED AMOUNTS FOR THE PURCHASE OF ESSENTIAL GOODS CASE OF THEFT, MUGGING, ROBBERY OR LOSS OF THE MEANS OF PAYMENT. If, during the travel, the insured has to incur unforeseen necessary expenses (hotel stay, car rental, travel tickets, restaurant, etc.) and is unable to do so directly and immediately due to theft, mugging, robbery, theft or loss of their means of payment, the Operations Centre helpline may advance, through direct payment to the supplier, the amounts shown on the corresponding tax document (invoice) within the established limit. The insured must send a copy of the report of the crime provided by the local authorities in situ. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees.	NO	€ 3,000	

<p>The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (<i>thirty</i>) days of the payment of the same.</p> <p>This service is not available:</p> <ul style="list-style-type: none"> • in countries where the Company has no branches or correspondents; • when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company; • in cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country. 			
<p>r) PROTECTION OF CREDIT CARDS; In the event of theft or loss of credit cards of the insured, the Operations Centre by specific request, shall put the insured in contact with the issuing Institutions to start the necessary procedures to block lost or stolen credit cards. The insured is responsible for completing the blocking procedure in accordance to individual card issuers procedures.</p>	NO	YES	YES
<p>s) ADVANCE COSTS OF LEGAL REPRESENTATION. If the insured person is arrested or threatened with arrest and in need of legal assistance, the Operations Centre helpline will provide the insured with a lawyer, in accordance with the local regulations, and advance the payment of the relevant fee. The insured must report the reason for the request and the amount needed. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (<i>thirty</i>) days of the payment of the same. This service is not available:</p> <ul style="list-style-type: none"> • in countries where there are no branches or correspondents of the Company; • when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company; • in cases where transfers of currency abroad infringe existing rules on foreign exchange in Italy or in the country where the Insured is. 	NO	€ 1,500	
<p>t) Advance payment of bail. If the Insured is found, while travelling, to be in detention, under arrest or threat of arrest and cannot provide directly to pay the bail fee, the Company may pay on the spot, as an advance on behalf of the Insured, the bail fee. The guarantee will become effective at the time when, in Italy, the Operations Centre receives adequate bank refund guarantees. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (<i>thirty</i>) days of the payment of the same. This service is not available:</p> <ul style="list-style-type: none"> • in countries where the Company has no branches or correspondents; • when the insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company; • cases where money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country. 	NO	€ 5,000	
<p>u) telephone expenses. The Company will reimburse the telephone expenses documented and sustained by the Insured to contact the Operations Centre. The costs of 'international roaming' are also reimbursed, following the calls to the Operations Centre in the phases of assistance.</p>	NO	€ 300	

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	
	ITALY	EUROPE / WORLD / USA and CANADA
BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand		
<p>a) If the insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed, received in situ during the travel, during the coverage period, the Company shall bear the costs with payments made by the Operations Centre.</p> <p>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.</p> <p>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.</p> <p>No refund will be made without prior contact with the Operations Centre helpline.</p>	€ 10,000	<p><i>Maximum amount indicated on the Policy Declarations Page</i></p> <p><i>Maximum amount as chosen</i> € 10,000 € 30,000 € 50,000</p>
A REFUND – Even without prior authorisation from the Operations Centre, within the sub-limits indicated.		
a) The Company will reimburse the cost of transport from the scene of the event to the medical centre emergency room or place of first admission.	€ 500	€ 2,500
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.	€ 250	€ 750
<p>c) Dental care: The Company will reimburse the expenses for urgent dental care following an accident while travelling.</p> <p><u>Treatment following an accident:</u> In the event of an injury occurring while travelling the Company will also reimburse, in addition to the expenses incurred on site, the expenses for medical and diagnostic tests, provided they are performed within 30 days after the return from the travel.</p>	NO	€ 250
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.	NO	€ 250

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

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

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

A.2.1- Travel assistance

The Company takes no responsibility for events resulting from:

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

A.3 – Provisions and limitations

a) **The Insured releases the doctors who examined him/her and the people involved by the policy conditions from professional confidentiality, exclusively for the events covered by this insurance and exclusively to the Company.**

b) **For amounts greater than €1,000.00, the Company shall reimburse medical expenses incurred only if the Insured Person pays them by bank transfer or credit.**

A.3.1- Travel assistance

a) The assistance services are supplied per event, regardless of the number of policyholders involved, within the limits and any sub limits of the insured capital;

the provision of assistance, in accordance with the specific operating conditions, are carried out in consideration of the state of health and the state of necessity, using the means and facilities that the Company believes, in its sole discretion, more appropriate for the purpose;

c) the Company may not be held responsible for:

- delays or impediments in the services agreed resulting from Acts of God, to the provisions of the local authorities or contrary to rules and regulations applicable at the place of payment of benefits;
- errors arising from inexact communications received by the Insured or on his/her behalf;

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

B. ROADSIDE ASSISTANCE TO THE PLACE OF DEPARTURE

B.1 - Territoriality: Italy.

B.2 – Purpose of the Insurance: As a result of a mechanical failure or a car or motorcycle accident (referred to below as "vehicle") used to reach the starting point of the trip or stay, the Operations Centre organises and provides the following services:

ROADSIDE ASSISTANCE TO THE PLACE OF DEPARTURE <i>The maximum amounts mentioned above are per Event</i>	Limit	Specific exclusions (beyond common exclusions)
A) BREAK DOWN ASSISTANCE. Retrieval and sending a rescue vehicle for towing the vehicle at the nearest generic workshop.	€ 150	The repair costs are borne by the Insured.
b) SENDING TAXI. Organising and sending a taxi, following the towing of the vehicle carried by the Operations Centre, to allow the Insured to reach the departure point of the trip.	€ 250	=

B.3. - Start date and operation

The guarantee:

- is working for the car or the motorcycle used by the Insured, registered in Italy and not more than 10 years;
- it starts 24 hours prior to the beginning of the journey and it ends when reaching the place of departure.

C. LUGGAGE

C.1 - Territoriality: Destination chosen and specified in the policy and all countries within the chosen destination category and those falling in a lower category.

C.2 – Purpose of the Insurance

<i>The maximum amounts mentioned above are per Insured and per accident</i>	Limit			Limit of compensation (sub-maximum):
	All destinations			
<p>THEFT, MUGGING, ROBBERY, FIRE, LOST LUGGAGE. The Company indemnifies the Insured for the material and direct damages suffered by him/her as a result of the theft, fire, robbery, mugging, failure of the air carrier to return/damage to the personal luggage. The guarantee is valid also for travel bags, suitcases, pushchairs and prams. The warranty is only valid for the objects inside the luggage.</p> <p>Damage to Baggage during a Cruise Damage to luggage during a cruise Please note that this guarantee only covers damage to luggage during transport on the cruise.</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"> ▪ € 250.00 per item; ▪ € 200 for childcare equipment; ▪ € 2,500 per policy. <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"> ▪ forgetfulness, carelessness, negligence or loss by the Insured; ▪ lack of appropriate documentation supporting the value of the asset to be compensated.
<p>DELAYED LUGGAGE. After a delay (as compared to the estimated time of arrival), greater than 8 hours, for the delivery of the checked luggage by the carrier, the company shall reimburse, within the limits of the insured sum:</p> <ul style="list-style-type: none"> ▪ the purchase of essential items (clothing and personal hygiene items); 		€ 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"> ▪ for late delivery of luggage on the flight back to the habitual residence of the Insured; ▪ incurred after the date the luggage was received.
<ul style="list-style-type: none"> ▪ hiring of pushchairs and prams. 		€ 100		

C.3 - Compensation criteria

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

C.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

C.5 – Provisions and limitations

The company decides the compensation:

- 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.
- 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%.

D. TRIP CANCELLATION

D.1 – Purpose of the Insurance:

TRIP CANCELLATION	Limit	Excess/Compensation limits
<p>• The Company will indemnify the Insured with the sums paid and not reimbursed, retained by the Tour Operator according to the trip Participation Conditions, if the trip itself must be cancelled due to one of the following circumstances, involuntary and unpredictable at the time of booking:</p> <p>a) illness, injury or death</p> <ul style="list-style-type: none"> - of the Insured or of a relative (<i>see definition</i>); - The co-owner of a company or of a professional office; <p>b) selection of the insured as juror or sworn testimony to appear before the judicial authorities;</p> <p>c) damage to the Insured's dwelling or his own locations where he develops his business, professional or industry activity, as a result of fire, burglary or natural disasters, severe enough to make his presence necessary;</p> <p>c) inability to reach the place of departure of the trip as a result of:</p> <ul style="list-style-type: none"> - accidental, direct and material damage to the vehicle transporting the Insured (accident or breakdown with certified/verifiable roadside assistance). <p>• natural disasters.</p> <p>The Company will reimburse the fee charged:</p> <ul style="list-style-type: none"> • to the insured; <p>and as long as they are insured and listed on the same policy:</p> <ul style="list-style-type: none"> • to all his relatives; • one of his travelling companions. <p>Trip Cancellation following a Pandemic or Quarantine</p> <p>The cover also applies in the event of:</p> <ul style="list-style-type: none"> • Diseases that are of a pandemic nature that affect the Insured Person, a Relative (as defined in the glossary) or a Travelling Companion (as defined in the glossary); The cover is also valid if the Insured Person tests positive for the disease after check-in, provided that the trip has not commenced; • quarantine that entails unsupervised or supervised isolation of the Insured Party or a travel companion (as defined in the glossary); <p>Trip Cancellation following an act of terrorism or natural disaster</p> <p>Coverage also applies to acts of terrorism or natural disaster occurring after a Trip has been booked, provided that such acts occur within 30 days of departure and within a radius of 100 km:</p> <ul style="list-style-type: none"> • the first scheduled destination indicated in the booking of the insured Trip; • the destination airport but solely when only the travel ticket is purchased. 	<p>€6,000 per Insured and €30,000 per policy</p>	<p>The Company will reimburse the cancellation fee:</p> <p>a) without deduction of any excess in the event of travel cancellation caused by death or hospitalisation of the insured in the same health institution for a hospitalisation period exceeding five nights;</p> <p>b) for all other included causes:</p> <ul style="list-style-type: none"> • subject to the application of an excess of 25%. <ul style="list-style-type: none"> • In the event of illness or injury Company physicians will be given the opportunity to carry out a medical examination to certify that the conditions of the insured to assess if they will prevent his/her participation in the trip.
<p>TRIP REROUTING expenses.</p> <p>The company shall reimburse the Insured 50% of any further costs incurred to purchase new tickets (by air, sea or rail), to replace those that cannot be used because of the late arrival of the insured at the place of departure determined by unforeseeable causes or events at the time of booking, which has affected the insured, their family members, or the joint holder of the company/associated office.</p>	<p>€ 500 per insured person</p>	<p>The company shall reimburse the costs incurred within the fixed maximum amount provided that the purchased tickets are used for services previously booked.</p>
<p>TRAVEL INTERRUPTION</p> <p>The maximum amounts mentioned above are per Insured and per accident</p> <p>The company will refund the portion of the cost of the stay that was not used, starting from the date when the Insured returned to his home, in case of:</p> <p>a) the medical repatriation of the Insured, organised and carried out by the Operations Centre;</p> <p>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.</p> <p>Coverage is also valid in the event of the death of the Insured during their stay, 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.</p>		<ul style="list-style-type: none"> ▪ The Company will reimburse the Insured Person's share of the cost of the unused stay (excluding travel tickets and administrative costs); ▪ when calculating the cost of the unused portion of the stay, 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.

In the event of cancellation of a trip that is covered under the terms of the policy, and the application of a partial or otherwise reduced penalty, it is understood that the Company will only reimburse the penalty actually withheld by the Tour Operator or the Airline or Shipping Company.

• **D.2 - Start date and operation**

The guarantee starts from the date of issue of the agreement and it is operative until the fruition of the first service for the trip provided by the contract.

• **D.3 - Compensation criteria**

• The Company will reimburse the cancellation fee:

- a) up to the existing percentage on the date on which the event occurred Art. 1914 of the Italian Civ. (Italian Civil Code) Therefore, if the Insured cancels the trip after the event, the majority of the cancellation fee will be at his/her cost;
- b) reserving the right to reduce the compensation by the amount recovered directly by the insured. The Company has the right to take possession of the unused tickets.

• **D.4 - Validity**

• The warranty is only valid if the policy was entered into:

- a) by the agency that made the travel reservation;
- b) at the same time of the reservation/purchase of the trip;

• The warranty is effective for a single application for compensation regardless of the outcome, at the occurrence of which it ceases.

E. FLIGHT PACKAGE (OPTIONAL COVER)

E.1 REROUTING COSTS

If, as a result of an event leading to the cancellation of regularly scheduled and booked flights, it becomes necessary to cancel or alter the originally booked travel, the Company will, as an alternative, refund

- a. The ground service fee charged by the direct suppliers for the cancellation of the travel as a result of the flight cancellation;
- b. The higher costs reasonably incurred by the Policyholder or the Insured Persons to arrange alternative transport services compared to those provided for in the contract;
- c. In the event of insolvency, default or breach of financial obligations on the part of the air carrier, the insurance will be provided, within the limits indicated in the policy, in excess of the limits that may be provided by the established insolvency funds or the insolvency proceedings.

Maximum per Insured: ITALY € 500.00 – EUROPE € 500.00 - WORLD € 1,000.00

E.2 Limitations

This cover is valid from 24:00 on the day of issue and at the same time as the flight booking, i.e. until midnight.

E.3 FLIGHT DELAYS

The maximum amounts mentioned above are per Insured and per accident

COMPENSATION FOR DELAYED DEPARTURE

In case of a documented delay of your flight, the company indemnifies the insured:

- for the first 8 full hours of delay; € 80
- for 8 additional full hours of delay; € 50

TRIP CANCELLATION DUE TO DELAYED DEPARTURE

In the event of a documented delay of the one-way trip exceeding 16 hours, if the insured decides not to participate in the trip, the company reimburses the cost of the trip.

Maximum 50% of the total cost of the trip (net of the registration fee) up to a maximum of € 1,000 per insured person

E.4 Compensation Limits

The insurance cover extends to all the round trips in conjunction for the one-way trip. However, it excludes the internal flights, which are not part of the one-way trip.

The guarantee only covers one event during the term of the policy.

The guarantee Compensation for the delayed departure and the guarantee travel cancellation for delayed departure cannot be combined.

F.5 Compensation criteria

Compensation is paid on condition that the Insured person has been registered and checked in accordance with the route provided by the airline. In addition, the hours of delay will be calculated according to the last official schedule released by the airline, of which the Insured will provide appropriate documentation.

4. WHAT IS NOT COVERED

4.1- Exclusions common to all sections

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

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

- a) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power;
- b) acts of terrorism in general, including the use of any type of nuclear or chemical bomb; This exclusion is not operating for the travel assistance and medical expenses guarantees during travel;
- c) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc.);
- d) air, water, soil, subsoil contamination, or any other environmental damage;
- e) expenses for the search and rescue of the Insured from the sea, lakes, mountains or desert;
- f) wilful or gross misconduct of the insured;
- g) suicide or attempted suicide.

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

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

The assistance will not be provided in the following cases:

- a) if the insured (*or his/her representative*) ignores the indications of the Operations Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In both cases the Company will immediately suspend assistance, and coverage of additional medical expenses accrued from the day following the refusal of transport/repatriation to Italy;
- b) a travel made to an area where, at the time of departure, there is a ban or limitation (*even temporary*) issued by a competent public authority;
-) a travel made for the purpose of undergoing medical / surgical treatment;

Also, for the Travel Medical Expenses cover section

The Company will not accept responsibility for expenses arising from:

- a) rehabilitation and physiotherapy services other than those referred to in the Medical Expenses in the Travel Section, point d);
- b) the purchase, application, maintenance and repair of prostheses and therapeutic devices;
- c) mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
- d) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;
- e) voluntary termination of a pregnancy;
- f) practising sports involving aircraft and aerial sports in general, extreme sports, 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-sleighing on a designated track, kite surfing, snowkiting;
- g) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- h) purchase and repair of glasses, contact lenses;
- i) follow-up visits in Italy for situations resulting from illnesses which started while travelling.
- j) 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;
- k) cover does not apply in the event of non-compliance/observance of vaccination and disease prevention regulations.
- l) resulting from hunting activities;
- m) 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;
- n) working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- o) skydiving and downhill skiing.

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

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

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

The following are excluded from the insurance: computers, mobile phones, media players, sunglasses, televisions, battery chargers, money, precious stones, cheques, stamps, tickets and travel documents, jewellery, precious watches, coins, '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.).

4.4 - Exclusions to the Trip Cancellation section (in addition to common exclusions)

The Company does not make the reimbursements related to cancellations caused by:

- a) pre-existing conditions of an evolving nature and their complications or if at the time of booking there are pre-existing conditions or events that could give rise to a claim;
- b) causes, except for medical ones, known to the Insured at the time of booking;
- c) forms of depression;
- d) pregnancy;
- e) complications from a pregnancy if the pregnancy started before the date of booking;
- f) bankruptcy of the carrier or travel agent;
- g) travel to or from areas where there are restrictions on movement.
- h) 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;
- i) In any event, the following are excluded:
- j) - the reimbursement of expenses other than the penalty imposed, including those that may be reimbursed by third parties (for example, but not limited to, expenses that may be reimbursed by transport providers, accommodation providers, credit/debit card issuers, etc.).
- k) - claims arising from causes other than those specified in the Trip Cancellation cover.

5. WHAT TO DO IN THE EVENT OF A CLAIM

IN CASE OF CALL FOR SERVICE

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

■ **Assistance and Travel Medical Expenses** following hospitalisation

- temporary telephone number;
- Hospital data (Name and telephone number, ward where admitted, name of the doctor who took care of the patient);
- address of any relatives / companions travelling with the Insured.

■ **Roadside assistance to the place of departure**

- identification data of the vehicle;
- location and telephone number.

IN CASE OF A REFUND REQUEST

Cancellation of trip

For "Trip Cancellation" cover, the claim must be reported by telephone or online via the www.tripy.net website no later than midnight of the day immediately following the event that led to the cancellation of the trip. Please refer to Article 2.3.D - Trip Cancellation, of the Special Conditions of Insurance for details of the excesses applicable to the cover.

For any other refund request, the Insured or the person acting on his/her behalf, must report the accident within 30 days after his/her return providing the Company, regardless of the way in which the complaint was made (i.e. in writing or via the Internet on the site www.tripy.net), all the documents relevant to the management of the claim, except as provided in the Art. "Documentation" of the "General Insurance Rules" of the General Insurance Conditions, and in particular:

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

He will also provide:

■ **Refund of medical expenses:**

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

■ **Theft, mugging, robbery, burning of luggage:**

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

■ **Trip cancellation**

- copy of the documentation objectively proving the cause of the waiver/change;
- in the event of illness or accident, first aid and medical certificate reporting the date of the accident or the onset of the disease, the specific diagnosis and prognosis;
- documentation proving the link between the Insured and any other person who has issued the waiver;
- if hospitalised, complete copy of the medical record;
- copy of the catalogue and/or tour program with its rules regarding the penalty
- copy of the travel contract with payment records;
- copy of the booking statement of the reservation and penalty issued by the organizer of the trip;
- original travel documents, for the 100% penalty.

■ **Flight delay**

- copy of the travel pass or the last official press release from the airline regarding the timetable;
- documentation demonstrating the actual boarding time.

N.B.: The air carrier must provide a written certification stating the cause and the actual delay compared to the originally scheduled flight and the possible reimbursement and/or services of the same.

■ **Flight Package**

- original documentation objectively proving the cause of the waiver/change;
- new travel tickets purchased to reach the intended location of the trip and the relevant amount;
- copy of the travel contract with payment records;
- A copy of the booking statement issued by the agency that organised the trip;
- original unused travel tickets.

■ **Travel interruption**

- copy of the documentation demonstrating the cause of interruption: medical certificate stating the diagnosis, medical records, death certificate;
- copy of the booking statement;
- catalogue and/or travel program proving the cost of ground services or a statement from the agency that organised the trip.
- document confirming the booked services that were not used, with non-refundable costs.

IMPORTANT REFERENCES

TRIP CANCELLATION SECTION

TELEPHONE CLAIMS 24 hours a day: Phone 39 06 42115586
ONLINE COMPLAINT: www.tripy.net

ASSISTANCE AND TRAVEL MEDICAL EXPENSES

OPERATIONS CENTRE 24/7
Ph. + 39 06 42115820

REFUND REQUESTS

The events must be reported as follows:

- via website at www.tripy.net

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 (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

(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

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 sui 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.gdp.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>1. Finalità di esecuzione del contratto assicurativo o di esecuzione di misure precontrattuali.</p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> • preventivazione ed offerta del contratto assicurativo; • valutazione ed assunzione del rischio assicurativo prima della stipula del contratto; • 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; • comunicazioni di servizio, attraverso i nostri canali, inerenti il contratto assicurativo; • gestione di ogni altro adempimento precontrattuale e contrattuale a nostro carico e di ogni altra attività amministrativa accessoria e connessa a tali adempimenti. 	<p>ESECUZIONE DI UN CONTRATTO – in riferimento ai dati personali "comuni" (e.g., dati identificativi e di contatto) la base giuridica 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 LEGITTIMO INTERESSE (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>CONSENSO ESPlicito - 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>Avvertenza - 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>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.</p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> • adempimento di tutte le prescrizioni normative, di legge e regolamentari, in materia assicurativa alle quali siamo soggetti; • 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>); • 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 • attività di gestione di controllo interno e di revisione interna previste dalle prescrizioni normative, di legge e regolamentari, applicabili al Titolare. 	<p>ADEMPIMENTO OBBLIGO DI LEGGE - La base giuridica 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>
<p>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.</p> <p>Nel dettaglio, tratteremo i tuoi dati personali per le seguenti finalità:</p> <ul style="list-style-type: none"> • gestione del rischio assicurativo a seguito della stipula di un contratto di assicurazione (ad es., gestione dei rapporti con i coassicuratori e/o riassicuratori); • 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); • monitoraggio e gestione dei pagamenti dei premi irregolari e degli insoluti, e connesse attività di recupero crediti; • gestione di eventuali contenziosi stragiudiziali e giudiziali; • 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; • 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); • 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; • comunicazione di dati personali all'interno del Gruppo AXA, per finalità di gestione contrattuali, amministrativa in generale e di reportistica interna; • efficienza aziendale (es.: ottimizzazione e automatizzazione di processi operativi, test dei sistemi informatici); • 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"); • attività di data management (gestione e governance dei dati, <i>data quality</i>); • gestione di eventuali operazioni societarie. 	<p>LEGITTIMO INTERESSE - 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>CONSENSO ESPlicito – 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>

Avvertenza - 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, sempre opposti al trattamento basato sul legittimo interesse o sull'eccezione del soft spam per quanto riguarda l'erogazione dei Sondaggi.

4. Finalità di marketing e di profilazione

Per questa finalità, trattiamo i tuoi dati personali svolgendo le seguenti attività:

- 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;
- 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 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.

CONSENSO - La base giuridica di questi trattamenti è l'Art. 6.1.a GDPR (*l'interessato ha espresso il consenso al trattamento dei propri dati personali*).

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 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:

- 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);
- 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);
- 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.
- dati bancari e di pagamento** (ad esempio, l'IBAN del conto corrente relativo al pagamento dei premi e dei sinistri);
- dati di autenticazione** (ad esempio, username e password di nostri siti web o nostre app);
- 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);
- 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) **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) **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:

- 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;
- 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:

- 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;
- 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, 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.

Data ultimo aggiornamento: 30/09/2024