

Non-life insurance for the risks to the person during business trips

Pre-contractual information document on the insurance product

Company: Europ Assistance Italia S.p.A. Product: "Business Pass Flat Solution 2.0 - Form 20281"

Complete pre-contractual and contractual information on the product is supplied in other documents

What type of insurance is it? This policy covers the risks to the person during business trips.



What is insured?

- ✓ ASSISTANCE cover (also in the event of terrorism):
 - PERSONAL ASSISTANCE: Medical advice, Notification of a specialist doctor abroad, Information and notification of corresponding medicines abroad, Information about the stay, Interpreter available abroad (up to 8 working hours), Lawyer available abroad (advance expenses up to Euro 5,000.00), Advance expenses of essentials (up to Euro 2,500.00), Advance penalty deposit (up to Euro 7,500.00); Medical return; Transfer to a fully equipped hospital (up to Euro 2,500.00 per insured person and period of validity); Return of the convalescent insured person; Integrated light home care (up to a total of 10 hours); Sending of a replacement colleague; Travel of a family member; Extension of stay (up to Euro 200.00 per day per insured person and Euro 1,000.00 per year); Early return of the CEO and HR Director; Early return; Body transport; My Clinic; Sending of replacement baggage (up to Euro 260.00 per claim and Euro 780.00 per year).
 - ASSISTANCE TO FAMILY MEMBERS STAYING AT HOME: Assistance to family members for the duration of the trip (medical advice; sending a doctor home, sending an ambulance home); Phone Caring;
 - VEHICLE ASSISTANCE IN EUROPE: Roadside assistance and breakdown recovery (up to Euro 150.00 in Italy and Euro 250.00 abroad);
 - ASSISTANCE AT RESIDENTIAL HOME IN ITALY: sending a blacksmith, sending a plumber, sending an electrician, with assumption of costs for exit and labour up to Euro 150.00 per claim.
- ✓ MEDICAL EXPENSE REIMBURSEMENT DURING TRAVEL cover (also in the event of terrorism):
 1. MEDICAL/PHARMACEUTICAL/HOSPITAL EXPENSES
Europ Assistance will pay (up to a maximum of 180 days after the accident and until you are deemed able to return to your home country by the doctors) or reimburse these expenses up to the maximum amount you have chosen.
In the event of hospitalisation
Europ Assistance will pay or reimburse medical expenses up to the maximum limits you have chosen (ranging from Euro 50,000.00/Euro 300,000.00/Euro 750,000.00, UNLIMITED) per Insured, per claim and per period of travel.
If the claim occurs in your country of residence, the maximum limit is limited to Euro 5,000.00; if you are a registered member of A.I.R.E., the maximum limit in the country of residence of A.I.R.E. is intended to be raised to a maximum of Euro 30,000.00.
The maximum cover includes:
 - prosthesis repair expenses, only following injury, up to Euro 500.00 per Insured Party;
 - urgent dental treatment, up to Euro 1,000.00 per Insured Party;
 - the cost of transport abroad for first aid from the scene of the event to the healthcare facility. Transport may use any means of medical rescue deemed useful for the purpose and up to a maximum of Euro 5,000.00.In the event of an accident and/or illness, the guarantee also includes the additional costs for the treatment you receive when you return to your residence, for 60 days after your return and up to a maximum of Euro 30,000.00 per claim.
Without hospitalisation
If you are not hospitalised, and you need to bear the medical and pharmaceutical costs, Europ Assistance will reimburse you up to the maximum per claim and per period of travel:
 - Euro 2,500.00 if you are in your country of residence or are an A.I.R.E. member
 - Euro 5,000.00, if you are outside your country of residence.
 2. DAILY HOSPITALISATION COVER of Euro 50.00 for a maximum of 90 consecutive days of hospitalisation;
 3. SEARCH AND RESCUE EXPENSES for illness/accident while travelling with the intervention of an emergency team up to Euro 50,000.00 per claim and per period of travel.
- ✓ TRAVEL CANCELLATION cover
 1. TRAVEL CANCELLATION up to Euro 5,000.00 per single trip abroad, for death or sudden hospitalisation of the employee who has to leave for the business trip; death or sudden hospitalization of the consort, cohabiting partner, son/daughter, parents, son-in-law or daughter-in-law, siblings, in-laws of the employee who has to leave for the business trip; death or sudden hospitalisation of the person with whom the employee must leave for business travel or with whom they must meet during the same; for the participation of the employee who must leave for business travel in a civil or criminal trial as a juror or witness; fire that renders unusable the habitual residence of the employee who must leave for business travel.
These causes must have directly affected an employee of the Contracting Party.
(Cover valid for business travels starting in Italy and only for Contracting Party's employees resident in Italy)



What is not insured?

- * You are not insured if you no longer have a contract of employment with the Contracting Party due to dismissal, resignation, expiry of the employment contract or redundancy fund within one month of the date of departure of the trip.
- * You are not insured if claims are caused by:
 - wilful misconduct or gross negligence except as indicated in the individual cover;
 - flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters (except as indicated in the individual Cover);
 - phenomena such as atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
 - war, strikes, revolutions, uprisings or popular movements, looting, acts of terrorism (except for that indicated in the individual Cover) and vandalism;
 - atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles.
- * In addition, claims due to the following are excluded from the ASSISTANCE COVER and the MEDICAL EXPENSES COVER:
 - attempted suicide or suicide;
 - use of motor boats for all sports activities (whether amateur, recreational or professional) with the exclusion of water-skiing (apart from platform jumps) and fishing;
 - mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
 - illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
 - injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, kite-surfing, air sports in general, acts of bravado, racing in motor cars, water motorcycles and motorcycles and related trials and training and all injuries suffered as a consequence of sports practice professionally;
 - illness or injury consequent or deriving from a state of drunkenness or abuse of drugs and the non-therapeutic use of drugs and hallucinogenic products;
 - removal and/or transplant of organs;
 - all activities involving the use of mines, arms and/or dangerous substances, explosives, access to mines, digs and/or quarries and the extraction of earth and sea;
 - anything else not specifically indicated in the individual covers.
- * In addition, the MEDICAL EXPENSES COVER does not cover claims due to:
 - voluntary, non-therapeutic abortion;
 - pathological states relating to HIV infection;
 - removal and/or transplant of organs;
 - injury existing at the beginning of the journey;
 - non-urgent dental treatment, dental prostheses and dental pathologies;
 - stays at thermal establishments, in specialised care homes for nervous and tubercular diseases, in residential and convalescence homes, rest homes, even if classified as healthcare institutes.
 - trips you make for the purpose of visits, checks and admissions
- * For the TRAVEL CANCELLATION COVER, claims are also excluded as due to:
 - all foreseeable causes and/or causes known to you and the Contracting Party at the time of booking the Travel;
 - consequences and/or complications of injuries that took place prior to confirming the Travel;
 - bankruptcy of the Carrier or Travel Agency or Organiser;
 - epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine;
 - causes or events not specified in the Subject of the Insurance;
- * FLIGHT DELAY COVER also excludes facts known or occurred up to eight hours before the scheduled time of departure.



Are there limits to cover?

- ! INTERNATIONAL SANCTIONS (valid for all types of Cover)
Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Terms and Conditions.
The link below gives an updated list of the countries subject to sanctions
<https://www.europassistance.it/contenuti-utili/international-regulatory-information>
Please note: If you are a "United States Person" and you are in Cuba, in order to receive the assistance and Compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws. If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay Compensation.
- ! You can stay abroad for a maximum of 180 consecutive days during the validity of this Policy. You are not insured for claims that occur after 180 days.
- ! This policy insures people aged no older than 75 years old.
- ! Disaster limit in the case of terrorism; If you are involved in an act of terrorism that also involves other insured parties of Europ Assistance, Europ Assistance, for the cover:

2. DELAYED FLIGHT indemnity of Euro 100.00 if:

- the flight departing from Italy scheduled for business travel is delayed by 8 hours or more from the time initially established and confirmed for departure;
- the flight departing from Italy scheduled and confirmed for the business trip is cancelled.

(Cover valid for business travels starting in Italy and only for Contracting Party's employees resident in Italy)

3. REIMBURSEMENT OF EXPENSES FOR CRISIS SITUATIONS

In the event of a sudden and unforeseeable Crisis situation during the Business Trip, in the host country of the trip itself, which endangers the lives of the insured, the additional costs will be reimbursed as strictly necessary and reasonable relating to the safety of persons up to Euro 50,000.00 per event even in the case of more than one insured person and for the duration of the policy.

The following costs are reimbursed:

- transport and hotel accommodation supported by the Insured Party/Contracting Party for the return to the country of residence (or Italy in the case of members of A.I.R.E.) or for transfer to the place indicated by the Contracting Party/Insured Party;
- the securing of the insured persons.

The cover does not include expenses due or attributable/consequent to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination.

- Luggage cover (Optional)
- Civil Liability cover (Optional)
- Travel Accident cover (Optional)
- Legal Protection cover (Optional)
- Special clauses cover (Each clause can be activated individually)

Assistance and Medical expenses in total and for all its insured parties, guarantees a limit to liability of Euro 10 million per Disaster.

If the above limits to liability is not sufficient to pay all insured parties involved, Europ Assistance will reduce the reimbursements/indemnities/provisions of each individual insured party considering the limits of liability indicated in their policies. For insured parties with no limit to liability, Europ Assistance reduces the reimbursements, keeping Euro 1 million as reference limit to liability.

The total amount of costs cannot exceed the limit to liability.

! For ASSISTANCE COVER

- Europ Assistance shall not compensate any damage caused by the intervention of the Authorities of the country in which assistance is provided or resulting from any other accidental unforeseeable circumstance. It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government Authorities.
- Europ Assistance shall not guarantee intervention and the consequent timely provision of the service in the event of war, armed fight or uprising, even in limited geographic areas, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism and epidemics/pandemics. In any case, interventions will be carried out in compliance with instructions given by local and international authorities.

! For MEDICAL EXPENSES REIMBURSEMENT COVER

Europ Assistance does not pay you: expenses incurred in the event that you have not reported to Europ Assistance, directly or through third parties, hospitalisation or first aid and/or all expenses incurred in the absence of authorisation of the organisational structure except in the case of proven inability to make the report; expenses for treatment or elimination of physical defects or birth defects, for applications of an aesthetic nature, for nursing care, physiotherapy, spa and slimming; expenses for the purchase and repair of spectacles, contact lenses, expenses for orthopaedic and/or prosthetic devices; expenses that you incur for illnesses or accidents that have already generated a claim already reimbursed to you and which took place during the same travel; medical and hospital expenses that can be postponed to your return to the residence.

! Europ Assistance does not pay for the TRAVEL CANCELLATION COVER:

- deposits and/or advances that are not justified by penalty tax documents;
- incentive trips



Where is the cover valid?

Cover is valid in all countries of the world. There are limitations to the Assistance and Legal Protection cover.

EXCLUDED COUNTRIES: The following countries are excluded: Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.



What are my obligations?

When you sign the contract: you are obliged to make exact, complete, truthful declarations, at risk of the total or partial loss of the right to receive compensation, in addition to the cessation of insurance in accordance with Arts. 1892, 1893 and 1894 of the Italian Civil Code.

During the contract validity: you are obliged to notify any changes that may worsen the risk, at risk of the total or partial loss of the right to receive compensation/indemnity/assistance, in addition to the cessation of insurance in accordance with Art. 1898 of the Italian Civil Code.

In the event of a Claim: you are obliged to notify Europ Assistance Italia S.p.A. in writing of the existence of other Insurance policies you may have stipulated with the same characteristics as this one (Art. 1910 of the Italian Civil Code) and to comply with the terms for reporting a claim.



When and how do I need to pay?

The premium is determined on the basis of the number of travel days declared, the covers and the relative maximum amounts insured. When you take out the policy, you must pay the full premium due: only for policies of annual duration you can alternatively pay the premium in semi-annual or quarterly instalments, only if the instalment premium is not less than Euro 250.00. The premium includes tax.



When does cover start and end?

The policy begins and ends at midnight on the dates indicated in the policy.

In the case of a policy with an annual duration, if no written notice of cancellation is given by you or Europ Assistance at least 30 days before the expiry date, the policy is tacitly renewed for one year and so on from year to year.



How can I cancel the policy?

You can send written notice of cancellation by letter sent recorded delivery with advice of receipt to: Europ Assistance Italia SpA - Piazza Trento 8 - 20135 Milan at least 30 days before the expiry date indicated on the policy form.

Non-life insurance for the risks to the person during business trips

Additional IPID for non-life insurance products

(Additional non-life IPID)

Company: Europ Assistance Italia S.p.A.

Product: "Business Pass Flat Solution 2.0 - Form 20281"

Date the additional non-life IPID was drafted/last updated: 03.11.2020



This document contains additional, supplementary information with respect to that contained in the IPID for non-life insurance products (non-life IPID) to help the potential contracting party/insured party to understand the characteristics of the product in greater detail, the contractual obligations and the company's financial position.

The contracting party/insured party is required to read the insurance conditions before signing the contract.

Europ Assistance Italia S.p.A., Piazza Trento, n.8 - 20135 Milan - tel. 02.58.38.41 - www.europassistance.it - e-mail: servizio.clienti@europassistance.it - certified e-mail: EuropAssistanceltaliaSpA@pec.europassistance.it.


Registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Its shareholders' equity amounts to Euro 76,341,000, including share capital of Euro 12,000,000 and total capital reserves of Euro 64,341,000.

Its solvency ratio, for the non-life business line, is 174%; this percentage is the ratio of the available solvency margin of Euro 113,533,000 to the amount of solvency margin required under applicable regulations, of Euro 65,299,000.

The above data refers to the last approved financial statements and the balance sheet as at 31/12/2019. Subsequent updates regarding the company's capital and financial position will be available on the website <https://www.europassistance.it/azienda/bilancio>.

Italian law applies to the contract

 What is insured?	
Assistance cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Medical expenses cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Travel Cancellation cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Luggage cover (Optional)	<p>1. Luggage and personal effects The insurance covers material and direct damages caused by theft, robbery, mugging, extortion; theft of luggage left in the boot of the vehicle, if you leave the vehicle in a guarded garage or report the total theft of the vehicle; and only in the case of delivery to an air carrier, even loss and damage to your luggage and / or your Personal Property or Company Property up to a maximum of Euro 8,000.00 divided as follows: Euro 5,000.00 for Personal Property and Euro 3,000.00 for Company Property. Europ Assistance will reimburse you up to the maximum amount:</p> <ul style="list-style-type: none">- a maximum of Euro 400.00 per item if you have purchase receipts dating back to a maximum of three months before the claim; for Personal Computer/Tablet, this limit is intended to be raised to Euro 500.00.- 50% of the declared value with a limit of Euro 200.00 per item if you do not have the purchase receipts indicating the value of the items.- expenses for reissuing an ID card, passport and driving licence during theft, robbery, bag-snatching or loss of such, up to Euro 50.00 <p>● 2. Delayed delivery of luggage You can request cover for Delayed delivery of Luggage if the carrier returns your luggage more than 12 hours late in the case of confirmed flights. Europ Assistance will reimburse you for unforeseen expenses you may need to incur to purchase articles of personal hygiene and/or clothing necessary. This up to a maximum amount of Euro 500.00 and only for delays in delivery at the airport of destination of the outward journey.</p> <p>● 3. Loss, theft or destruction of samples If you have to interrupt your trip due to loss, theft or destruction of samples, demonstration material or prototypes of products necessary to carry out the Travel, Europ Assistance will reimburse you for the share of travel and accommodation costs for the days remaining until your scheduled return, up to a maximum amount of Euro 1,000.00. Limits of liability are per Insured Party, per claim and per period of travel duration.</p>
Civil liability cover (Optional)	<ul style="list-style-type: none">● Europ Assistance indemnifies you for any amounts for which you are liable to third parties by way of compensation (principal, interest and expenses) for damage accidentally caused including death, personal injury and loss of property, as a consequence of an accidental fact occurred during travel, relating solely to private life. Risks inherent in professional activities are excluded.● You can choose between Euro 250,000.00 or 500,000.00 or 750,000.00.
Injury During Travel Cover (Optional)	<ul style="list-style-type: none">● Injuries are insured:<ul style="list-style-type: none">- that you suffer during your travels in the performance of both the main and secondary professional activities indicated in the Policy Form, and any other activity that is not of a professional nature;

	<ul style="list-style-type: none"> - that you incur during tourist or transfer flights performed as a passenger; - that you suffer in case of war or insurrection outside Italian territory and for a maximum of 14 days; • and those from: <ul style="list-style-type: none"> - use and driving of all motor vehicles and boats; - asphyxia of non-morbid origin; - acute food poisoning or poisoning from the assimilation of substances; - drowning; - electrocution; - freezing; - sunstroke, from heat or cold; - infections and poisoning as a result of lesions and animal bites; - injury suffered whilst feeling ill, being unconscious or as a consequence of drowsiness; - lack of expertise, imprudence or negligence, including wilful negligence; - injury caused by exertion, apart from heart attacks and hernias of all kinds; - popular uprising or acts of terrorism, vandalism and other such attacks, as long as you have not been actively involved in such; - natural disasters, within the disaster limit indicated in the section "ARE THERE LIMITS TO COVER?". <p>that can cause Permanent Disability, Death, Presumed Death, up to the maximum that you can choose from those provided by Europ Assistance ranging from a minimum of Euro 150,000.00 to a maximum of Euro 1,000,000.00.</p> <p>Europ Assistance will calculate the degree of Permanent Disability based on the INAIL "Permanent Disability Degree Assessment Table for Industry".</p>
<p>Legal Protection cover (Optional)</p>	<ul style="list-style-type: none"> • You are insured for the expenses necessary to defend your interests in extra-judicial and judicial proceedings, in the context of your private life during your work mission. You can choose between Euro 15,000.00 and Euro 30,000.00. • In the event of an accident occurring during a trip, Europ Assistance will reimburse you: <ul style="list-style-type: none"> - the media/negotiation costs necessary to participate in the Trial. Europ Assistance will reimburse you on the basis of the rates indicated in the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments, without taking into account any increases or decreases provided for by Ministerial Decree 55/2014 and/or subsequent amendments; - for one lawyer covering your dispute. Europ Assistance will reimburse you for expenses based on the rates indicated in the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments, without taking into account any increases or decreases provided for by Ministerial Decree 55/2014 and/or subsequent amendments; - the costs, only for the trial phase, for a second lawyer domiciliary, up to a maximum of Euro 2,500.00. These expenses are reimbursed by Europ Assistance only when the district of the Court of Appeal in which the process is to be carried out, is different from that of residence of the Insured, according to the rates indicated in the tables attached to the Ministerial Decree 55/2014 and/or subsequent amendments, without taking into account any increases or decreases provided for by the Ministerial Decree 55/2014 and/or subsequent amendments; - the costs of investigating to find and obtain evidence to defend you; - any costs incurred by the opponent's lawyer in the event that you lose the case or have reached an agreement authorised by Europ Assistance; - the expenses of the Court-Appointed Expert Witness when the judge decides that their activity is necessary; - the costs of the Expert Witness of your choice and of Experts, provided that they are chosen in agreement with Europ Assistance; - legal costs; - the expenses of the arbitrator who decided how to resolve the disagreement. This includes the expenses of the arbitrators paid by you on the basis of the rates indicated in the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments, without taking into account any increases or decreases provided for by Ministerial Decree 55/2014 and/or subsequent amendments; - the Single Contribution for the expenses for legal acts (Italian Law no. 488 of 23 December 1999, Art. 9 of Italian Decree-Law 11.03.2002 no. 28), if they cannot be recovered from the opponent who has lost the cause; - the expenses relating to the registration of legal acts up to a limit of Euro 500.00. <p>The cover you can use the policy for are:</p> <ul style="list-style-type: none"> - to claim compensation from the other party for damages which are not the result of an agreement, pact or contract. The damage must be the result of a wrongful act by another party. You can also claim compensation from the other party when you have appeared as a plaintiff in a criminal trial involving the other party; - to claim compensation from the other party for damages caused by road accidents, when the insured persons are involved as pedestrians, or because they were driving bicycles or passengers in a motor vehicle or boat. The damage must result from a tort or crime of another person which does not result from an agreement, pact or contract. You can also claim compensation from the other party when you have appeared as a plaintiff in a criminal trial involving the other party; - when you are defending yourself in a criminal trial, for a manslaughter, and for fines. The policy covers you even before the offence has been officially indicated; - if the claim is to be dealt with abroad, Europ Assistance will also reimburse you for the costs of an interpreter up to the maximum amount you have insured. <p>Europ Assistance, at the request of the Contracting Party, will acknowledge, for each claim of criminal defence, payment of the "expenses and fees fund" required by the lawyer appointed to handle the claim, by means of valid invoice, up to the limit of Euro 5,000.00 per claim.</p>

Special clauses cover (Optional)	<ul style="list-style-type: none"> • A1 - EXTENSION OF SUBSIDIARIES/ASSOCIATES The cover concerned by this contract and specified on the Policy Form is extended to the subsidiaries/associates of the Contracting Party whose company name is given on the Policy Form. • A2 - EXTENSION TO INSURED PARTIES RESIDENT OUTSIDE THE EU AND NOT A.I.R.E. As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and described in the Policy Form is intended as also extended to the other Insured Parties registered with the LUL employed by the Contracting Party, resident in a non-European Union Member State and not registered with A.I.R.E. Therefore, also the provisions of "Return for health reasons", "Return of the convalescent Insured Party", "Body Transport" and "Early return" are intended as applicable to all countries of the world. Any reimbursements relative to the cover concerned by this policy will be made through the Contracting Party. • A3 - EXTENSION TO WORKERS NOT EMPLOYED BY THE CONTRACTING PARTY AND SIMILAR As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and recalled in the Policy Form is also extended to include Insured Parties that hold offices of consultants, directors, trainees, temporary workers, seconded workers, workers on collaboration contracts or participating in congresses/meetings organised by the Contracting Party, wherever they may be resident. Therefore, also the provisions of "Return for health reasons", "Return of the convalescent Insured Party", "Body Transport" and "Early return" are intended as applicable to all countries of the world. Any reimbursements relative to the cover concerned by this policy will be made through the Contracting Party. • A4 - EXTENSION TO THE FAMILY MEMBERS OF THE EMPLOYED INSURED PARTY (this extension can be applied alone or together with the extension pursuant to Clause A1 as long as the subsidiaries/associates have their registered office in Italy) As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and specified in the Policy Form is intended as also extended to include the family members resident in a European Union Member State, Insured Parties employed by the Contracting Party as described in the definition of "Insured Party", who make travel for pleasure with the same destination as the working mission of the Insured Party. The insurable family members are only those specified on the Insured Party's certificate of family status.
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What is NOT insured?

Assistance cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Medical expenses cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Travel Cancellation cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Luggage cover (Optional)	<ul style="list-style-type: none"> • Luggage and personal effects cover excludes claims: <ul style="list-style-type: none"> - occurring during travel on motor vehicles of any power; - for theft of luggage in the vehicle; - caused to sports equipment during use; - due to forgetting, lack of care or mislaying by yourself; • The loss, theft or destruction of samples cover also excludes claims: <ul style="list-style-type: none"> - due to cancellation of the business trip due to loss, theft or destruction of samples, demonstration material or prototypes, before the date of departure for the business trip; - due to theft of these samples from any vehicle; - due to confiscation, seizure or destruction of the same samples, by order of an administrative authority.
Civil liability cover (Optional)	<ul style="list-style-type: none"> • THIRD-PARTY LIABILITY COVER also excludes damages: <ul style="list-style-type: none"> - to movable and immovable objects that you have in delivery and/or custody by any title; - deriving from the exercise of a profession or salaried activity; - deriving from the ownership, possession, use and driving of motor vehicles in general, without prejudice to the case where it is merely started by children aged under 14 years old; - deriving from the holding of toxic or radioactive substances and from the pollution of the soil, air and water; - deriving from the exercise of hunting, model aircraft, parachuting and air sports in general; - deriving from the ownership of a house or apartment and the related plants.

Injury During Travel Cover (Optional)	<ul style="list-style-type: none"> • INJURY COVER also excludes accidents caused: <ul style="list-style-type: none"> - by driving any motor vehicle or boat, if the Insured Party is not authorised under current law, except where driving with an expired licence, but as long as, at the time of the claim, the Insured Party meets the requirements for renewal; - by use, as pilot or passenger, of aircraft, including hang-gliders, ultra-light aircraft, paragliding, without prejudice to the provisions of the point "Flight Risk"; - by mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications; - by drunkenness, abuse of drugs, use of drugs and hallucinogenic substances; - by surgery and medical treatments or examinations not made necessary by the injury; - by the participation of the Insured Party in crimes they have committed or attempted; Injury caused by practising the following is also excluded: <ul style="list-style-type: none"> - sports involving the use of motor vehicles and boats; - parachuting; - the following other sports: boxing, fighting in all its forms, heavy athletics, rugby, American football, caving, rock or ice climbing, free climbing, sledging, bob sleighing, acrobatic skiing, kite-surfing; platform jumps with skis or water skis, diving with breathing apparatus; - sports that are the main or secondary professional activity of the Insured Party and which have not been declared; - all activities involving the use of mines, arms and/or dangerous substances, explosives, access to mines, digs and/or quarries and the extraction of earth and sea; - carrying out activities of fire-fighting, fire technician, diver, acrobat, stunt person, stand-in and pilot or crew of aeroplanes.
Legal Protection cover (Optional)	<ul style="list-style-type: none"> • The LEGAL PROTECTION DURING TRAVEL cover is not provided in the following cases: <ul style="list-style-type: none"> - disputes deriving from wilful acts by the Insured Party; - disputes consequent to popular tumult, acts of war, revolutions, earthquakes, flooding, volcanic eruptions, strikes or lock-downs or consequent to the possession or use of radioactive substances; - disputes deriving from tax, fiscal and administrative disputes; - disputes relating to family and succession law; - disputes deriving from appeals and oppositions against pecuniary sanctions applied by administration; - disputes deriving from the ownership and use of boats and similar with motors and the ownership and use of motor vehicles requiring compulsory third party liability insurance; - disputes deriving from disputes connected with anti-trade union behaviour (as established by Art. 28 of the Workers' Statute) and disputes relating to collective redundancies; - disputes deriving from disputes relating to patent rights, trademarks, copyright, unfair competition, relations between shareholders and directors and disputes deriving from agency agreements as well as for disputes relating to an agent and/or representative; - disputes deriving from debt collection disputes; - disputes relating to tender and/or subcontracting contracts; - disputes relating to property lease contracts; - disputes for property purchase and sale contracts; - disputes relating to corporate mergers, modifications and transformations; - disputes between Contracting Party and non-employed collaborators; - disputes for operations in construction, transformation and property restructuring works, for which building permits are necessary; - disputes worth less than Euro 250.00; - contractual disputes with Europ Assistance; - disputes not mentioned in the "Subject of the Insurance".
Special clauses cover (Optional)	For each Extension the exclusions applied apply, valid for the individual Cover of reference



Are there limits to cover?

Assistance cover (Mandatory)	<ul style="list-style-type: none"> ! The services are provided three times for each type
Medical expenses cover (Mandatory)	<ul style="list-style-type: none"> ! MEDICAL/PHARMACEUTICAL/HOSPITAL EXPENSES: Excess Euro 75.00 and limit of Euro 300,000.00 in case of expenses incurred for chronic illnesses if you have chosen a limit to liability higher than Euro 300,000.00. The excess does not apply when Europ Assistance bears the costs. ! 2. DAILY FROM HOSPITALISATION: excess 3 days. The day of hospitalisation and the day of resignation shall be considered as a single day in the day-count.

Travel Cancellation cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Luggage cover (Optional)	<ul style="list-style-type: none"> • 1. LUGGAGE AND PERSONAL EFFECTS Europ Assistance will not indemnify you: <ul style="list-style-type: none"> - cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, helmet, professional equipment, documents other than ID cards, passports and driving licences; - goods other than items of clothing, which were delivered, even with the clothes, to transport companies, including the airline; - fixed accessories and services of the vehicle you are using (including removable radios or players). • 2. "COSTS FOR THE DELAYED DELIVERY OF LUGGAGE" Europ Assistance does not pay you: <ul style="list-style-type: none"> - the case of delayed delivery of luggage in the airport of your city of residence; - expenses incurred after receipt of the luggage.
Civil liability cover (Optional)	<ul style="list-style-type: none"> • The following are not considered as third parties: <ul style="list-style-type: none"> a) The spouse, the cohabiting partner more uxorio, the parents and children of all the insured parties; b) the persons who suffer the damage while working for you or providing you with a service.
Injury During Travel Cover (Optional)	<ul style="list-style-type: none"> • ABSOLUTE EXCESS ON PERMANENT INVALIDITY The insured capital for Permanent Invalidity is subject to the following fixed absorbing excess of 15%: <ul style="list-style-type: none"> - of 2.5% up to Euro 250,000.00 of insured capital - of 5% over Euro 250,000.00 of insured capital By way of example: <ul style="list-style-type: none"> - on insured capital of Euro 250,000.00 for Permanent Invalidity equal to or less than 2.5%, no indemnity is due; for Permanent Invalidity in excess of 2.5%, indemnity is only recognised for the portion exceeding 2.5%. - on insured capital between Euro 250,000.00 and Euro 1,000,000.00 for Permanent Invalidity equal to or less than 5.0%, no indemnity is due; for Permanent Invalidity in excess of 5.0%, indemnity is only recognised for the portion exceeding 5.0%. • DISASTER LIMIT IN THE CASE OF NATURAL DISASTERS If you are involved in a Natural Disaster that also involves other insured parties of Europ Assistance, Europ Assistance for total INJURY cover and for all its insured parties involved, guarantees a limit to liability of Euro 1 million per event. If this limit to liability is not sufficient to pay all insured parties involved, Europ Assistance will reduce the indemnities proportionally of each individual insured party considering the limits of liability indicated in their policies. The total amount of costs cannot exceed the limit to liability set out in this paragraph. • If the Permanent Invalidity should exceed 15.0% of the total, the indemnity will be liquidated without deducting any excess charge. In the case of the FLIGHT RISK cover, if you have several policies with us for Flight Risk, Europ Assistance will pay you a maximum amount that cannot be higher: <ul style="list-style-type: none"> - IN THE EVENT OF DEATH <ul style="list-style-type: none"> o Euro 1,000,000.00 per person; o a total of Euro 5,000,000.00 per aircraft, if there are more than one person insured with us. - IN THE EVENT OF PERMANENT INVALIDITY <ul style="list-style-type: none"> o Euro 1,000,000.00 per person; o a total of Euro 5,000,000.00 per aircraft, if there are more than one person insured with us.
Legal Protection cover (Optional)	<ul style="list-style-type: none"> • Europ Assistance does not pay: <ul style="list-style-type: none"> - fines, monetary penalties and pecuniary sanctions in general; - expenses liquidated in favour of the civil parties filing an appearance against the Insured Party in criminal proceedings (Art. 541 of the Italian Code of Criminal Procedure); - the lawyer's travel expenses; - expenses connected with the execution of imprisonment penalties and the custody of objects.
Special clauses cover (Optional)	<ul style="list-style-type: none"> • A2 - EXTENSION TO INSURED PARTIES RESIDENT OUTSIDE THE EU AND NOT A.I.R.E. Please note! Special conditions for the application of Injury cover during travel. Permanent Invalidity cover will be operative with an excess amount applied to the insured capital of 50%. In the event of a claim that can be liquidated in accordance with the terms of the policy a super-valuation will be applied equal to 100% of the insured capital. • A4 - EXTENSION TO INCLUDE THE FAMILY MEMBERS OF THE EMPLOYED INSURED PARTY Please note! Special conditions for the application of the Medical Expenses Reimbursement cover for family members The Medical Expenses Reimbursement cover will apply without hospitalisation, only if these expenses are reimbursed after having been previously authorised by the Organisational Structure, with the application of an excess amount equal to Euro 150.00. If you have chosen a limit to liability of more than Euro 300,000.00, in the case of medical expenses incurred as a result of a chronic illness, Europ Assistance will pay them for you or reimburse them to you, up to a maximum of Euro 300,000.00 per insured person, per claim and per duration of the trip.



Where is the cover valid?

Assistance cover (Mandatory)	<ul style="list-style-type: none"> ✓ For vehicle service, the cover applies in the following countries: Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Continental Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland and Northern Ireland, Iceland, Israel, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Monaco, Norway, the Netherlands, Poland, Continental Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, European Russia (excluding the Ural Mountains), Serbia, Syria, Slovakia, Slovenia, Continental Spain and the Mediterranean islands, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary. ✓ For Personal Assistance the cover is valid in all countries of the world. ✓ The cover is valid exclusively in Italy for family and household assistance.
Medical expenses cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Travel Cancellation cover (Mandatory)	There is no further information beyond that supplied in the non-life IPID.
Luggage cover (Optional)	There is no further information beyond that supplied in the non-life IPID.
Civil liability cover (Optional)	There is no further information beyond that supplied in the non-life IPID.
Injury During Travel Cover (Optional)	There is no further information beyond that supplied in the non-life IPID.
Legal Protection cover (Optional)	<ul style="list-style-type: none"> • Cover for Protection applies in the following countries: Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Liechtenstein, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, Russia, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.
Special clauses cover (Optional)	For each Extension the territorial extension valid for the individual Cover of reference applies



What are my obligations? What are the company's obligations?

What should I do in the event of a claim?	<p>Claim filing:</p> <p>Assistance cover (mandatory) In the event of a claim, you must call the Europ Assistance Organisational Structure immediately, or as soon as possible, at 800 - 083723 from Italy or (+39) 02.58.24.59.42 from abroad. If you cannot call, fax the Organisational Structure on 02.58.47.72.01 or send a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN</p> <p>Medical expense reimbursement cover (mandatory) In the event of a claim:</p> <ul style="list-style-type: none"> - you must immediately contact the Organisational Structure at 800 - 083723 from Italy or (+39) 02.58.24.59.42 from abroad; - you must make a report within sixty days of when the incident occurred. <p>To make the report:</p> <ul style="list-style-type: none"> - access the portal https://sinistrionline.europassistance.it or website www.europassistance.it in the CLAIMS section and following the instructions (if you need help, you can always call 800.90.48.91 from 08:00 to 20:00, Monday to Saturday) <p>or</p> <ul style="list-style-type: none"> - write a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the guarantee for which you are reporting the claim) - Piazza Trento, 8 20135 Milan. <p>or</p> <ul style="list-style-type: none"> - Send an e-mail to: turismo@europassistance.it <p>or</p> <ul style="list-style-type: none"> - Fax 02- 58.47.70.19 <p>You must send Europ Assistance all documentation required in accordance with the policy.</p>
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		<p>Travel Cancellation cover (Mandatory); Baggage cover (Optional); Civil Liability cover (Optional); Travel Accident cover (Optional)</p> <p>To make the report:</p> <ul style="list-style-type: none"> - access the portal https://sinistrionline.europassistance.it or website www.europassistance.it in the CLAIMS section and following the instructions (if you need help, you can always call 800.90.48.91 from 08:00 to 20:00, Monday to Saturday) <p>or</p> <ul style="list-style-type: none"> - write a letter sent recorded delivery with advice of receipt to Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the guarantee for which you are reporting the claim) - Piazza Trento, 8 20135 Milan. <p>or</p> <ul style="list-style-type: none"> - Send an e-mail to: turismo@europassistance.it <p>or</p> <ul style="list-style-type: none"> - Fax 02- 58.47.70.19 <p>You must send Europ Assistance all documentation required in accordance with the policy.</p> <p style="text-align: center;">Legal Protection cover (Optional)</p> <p>You must report any claim as soon as it occurs and/or you become aware of it, by accessing the portal https://sinistrionline.europassistance.it and following the instructions (or accessing the website directly at www.europassistance.it claims section), or sending a written report to Europ Assistance Italia S.p.A., Ufficio Liquidazione Sinistri "Tutela Legale" (Claims Liquidation Office "Legal Protection"), Milan, Piazza Trento n° 8, Fax 02 58384210, Freephone number 800.085820.</p> <p>You must send Europ Assistance a copy of each document received within 7 days of receiving it. You must also specify the registered number and/or any other element useful to correctly identifying the proceedings.</p>
	<p style="text-align: center;">Direct assistance/Agreements:</p>	<p style="text-align: center;">Assistance cover (mandatory)</p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance other than those indicated in the Assistance cover</p> <p style="text-align: center;">Medical expense reimbursement cover (mandatory)</p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance other than those indicated in the Medical expenses reimbursement cover</p> <p>Travel Cancellation cover (Mandatory); Baggage cover (Optional); Civil Liability cover (Optional); Travel Accident cover (Optional); Legal Protection cover (Optional)</p> <p>No services will be provided to you directly by entities or facilities authorised by Europ Assistance.</p>
	<p style="text-align: center;">Management by other companies:</p>	<p>There is no management by other companies.</p>
	<p style="text-align: center;">Time limit:</p>	<p style="text-align: center;">Assistance cover (mandatory)</p> <p>All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right.</p> <p style="text-align: center;">Medical expense reimbursement cover (mandatory)</p> <p>All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right. If a claim is filed, you are required to stop the time limit in writing.</p> <p>Travel Cancellation cover (Mandatory); Baggage cover (Optional); Civil Liability cover (Optional); Travel Accident cover (Optional); Legal Protection cover (Optional)</p> <p>All rights deriving from the insurance contract will expire two years after the occurrence of the event giving rise to the right. If a claim is filed, you are required to stop the time limit in writing.</p> <p>In third-party liability insurance, the two year period starts as of the date on which the third party claimed damages from the Insured Party or brought the action against the latter.</p>
<p>Inexact or reticent declarations</p>	<p>There is no further information beyond that supplied in the non-life IPID.</p>	

Obligations of the company	Assistance cover (mandatory)
	No compensation will be paid since the Europ Assistance Organisational Structure provides the assistance benefits directly
	Medical Expense Reimbursement cover (Mandatory); Trip Cancellation cover (Mandatory); Baggage Guarantee (Optional); Civil Liability cover (Optional); Travel Accident cover (Optional); Legal Protection cover (Optional)
	Once the necessary documentation has been received, the validity of the cover has been verified and all necessary assessments performed, Europ Assistance determines the amount of the compensation due, notifies the concerned parties and makes payment within 20 days.



When and how do I need to pay?

Premium	The accepted means of payment are: - bank cheques or bank drafts bearing a non-transferability clause and made out in the name of Europ Assistance Italia S.p.A. (except if the policy is purchased at a distance), - direct debits to bank and postal current accounts in the name of Europ Assistance Italia S.p.A. by bank transfer, bank account form, POS system. If the intermediary so permits, payment by credit card is also permitted. Cash payments are allowed only if the annual premium (even if split) does not exceed the amount of Euro 750.00 (excluding if the policy is purchased at a distance).
Refund	Withdrawal in the event of a claim: you can withdraw from the policy after each claim made in accordance with the methods specified in the policy and until the 60th day from the date of payment or refusal of such, writing to Europ Assistance. Withdrawal shall take effect 30 days after the date of receipt of your notice. Within the next fifteen days, Europ Assistance shall reimburse, net of tax, the part of the premium relating to the Risk period not covered. Europ Assistance may also exercise its faculty to withdraw from the policy after a claim, providing the same 30 days' notice.



When does cover start and end?

Term	Cover applies to journeys lasting up to 120 consecutive days.
Suspension	There is no suspension of the cover.



How can I cancel the policy?

Change of mind after agreement	If you have a policy with a duration of more than 12 months, you can withdraw from the policy by sending Europ Assistance a letter sent recorded delivery with advice of receipt 60 days before the annual expiry date of the policy. Withdrawal will take effect from the following year. Europ Assistance, within the following sixty days from receipt of the withdrawal, exercised in the manner described above, will reimburse you for the part of the premium relating to the insurance period not used, after deduction of taxes.
Termination	There are no termination clauses giving you the right to terminate the contract beyond any indicated in the section "When and how do I need to pay? - Refunds".



Who is this product for?

The product is dedicated to all those companies needing to protect their travelling staff in the event of illness and injury. It is intended for all medium/large enterprises that cannot identify, at the time of stipulating the contract, the names of all travelling staff that during the policy year will be making business trips, the maximum period of stay per individual transfer is 180 days.



What costs do I need to pay?

- **intermediation costs:** the average proportion received by the intermediary is 21.13%

HOW CAN I FILE COMPLAINTS AND SETTLE DISPUTES?

With the insurance company	You can submit any complaints regarding the contract or claims management by writing to Europ Assistance Italia S.p.A. - FAO Ufficio Reclami (Complaints Office) by means of: - Mail: Piazza Trento, 8 – 20135 Milan; - Fax: 02.58.47.71.28 - Certified e-mail: reclami@pec.europassistance.it - E-mail: ufficio.reclami@europassistance.it Europ Assistance Italia S.p.A. will answer your complaint within 45 days of receipt, as envisaged by the law.
With IVASS	If you are not satisfied with the outcome of the complaint or if you have not received an answer from Europ Assistance Italia S.p.A. within the maximum terms of forty-five days, you can contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection

	<p>Service) - via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified e-mail: ivass@pec.ivass.it, attaching the documentation relative to the complaint processed by Europ Assistance to your request. in the complaint, please specify:</p> <ul style="list-style-type: none"> • first name, surname and domicile of the complainant, with telephone number if available; • identification of the individual(s) whose conduct is complained of; • a brief but complete description of the reason for the complaint; • a copy of the complaint made to the insurance company and any reply received from it; • all documents useful to providing a more complete description of the related circumstances. <p>You can find the complaints submission form on the IVASS website at www.ivass.it.</p>
BEFORE INVOLVING THE LEGAL AUTHORITIES, alternative systems may be used to settle the dispute, such as:	
Mediation	Contact a mediation organisation from those featured on the list of the Ministry of Justice, available for consultation on the website www.giustizia.it (Italian Law no. 98 of 09/08/2013).
Assisted negotiation	Through a request made by your lawyer to Europ Assistance Italia S.p.A.
Other alternative dispute resolution systems	<p>Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions). In the event of a dispute relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it. If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p>Insurance disputes on medical matters (where envisaged by the Insurance Conditions). In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the policy terms and conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Settlement Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it. If the dispute relates to policies covering injuries or illnesses for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.</p> <p>The foregoing is without prejudice to the right to seek remedy in court.</p> <p>To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: http://ec.europa.eu/internal_market/finnet/index_en.htm).</p>

FOR THIS CONTRACT, THE COMPANY HAS AN INTERNET AREA RESERVED TO THE CONTRACTING PARTY (“HOME INSURANCE”), THEREFORE AFTER STIPULATION, YOU WILL BE ABLE TO CONSULT THIS AREA AND USE IT TO DIGITALLY MANAGE THE CONTRACT.

DISCLOSURE FOR ONLINE SALES OF "REMOTE" INSURANCE POLICIES

The proposed Insurance policy is defined, in accordance with Italian Legislative Decree no. 206/05, as a "remote contract", i.e. a "contract agreed between a professional [Europ Assistance Italia S.p.A.] and the Consumer in the framework of an organised system for the remote sale or provision of services without the simultaneous, physical presence of the professional and the consumer, exclusively using one or more means of remote communication up to the signing of the contract and including the signing of the contract itself".

Please be informed that: Consumer is any natural person acting for purposes that do not come under the scope of their business or professional activities and "means of remote communication" means "any technique used to contact customers that, without the simultaneous physical presence of the distributor and the contracting party, can be used for the remote placement of insurance and reinsurance contracts"

Europ Assistance Italia S.p.A. is a company authorised to carry out insurance activities under Ministerial Decree of 02 June 1993 (Official Journal no. 152 of 01 July 1993), with registered office in Italy at Piazza Trento 8, 20135 Milan.

The Insurance contract proposed is described in summary fashion in the non-life pre-contractual information document, the additional non-life pre-contractual information document and fully in the insurance terms and conditions; if these conditions coincide with your expectations, the premium to be paid to stipulate the contract is that specified in appended quotation.

The Contracting Party has the right to choose to receive and send the pre-contractual documentation and the documentation envisaged by current legislation as hard copies or e-mails or to the website address indicated by electronic communication and to change their choice at a later date.

The Contracting Party shall in any case have the right to request that the above documentation be re-sent as hard copies, at no extra cost. Europ Assistance will ask the Contracting Party to sign and re-send, purely for documentation purposes, a copy of the contract.

Please remember that the Consumer may exercise their right to withdraw within 14 days of conclusion of the contract; this is without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the amount due for the premium corresponding to the period for which the contract was in force.

In accordance with Art. 67-duodecies, paragraph 5b, withdrawal does not apply to insurance policies lasting for less than one month.

The right of withdrawal can be exercised by sending a letter sent recorded delivery with advice of receipt to:

Europ Assistance Italia S.p.A. – Servizio Clienti (Customer Services) – Piazza Trento 8, 20135 Milan.

Complaints may also be sent to the above addresses.



Europ Assistance Italia S.p.A.



“Business Pass Flat Solution 2.0”

Non-life insurance Contract

Stipulated with

Europ Assistance Italia S.p.A. having its registered office in Piazza Trento 8, Milan – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 100,108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

Version 03.11.2020

BUSINESS PASS FLAT SOLUTION 2.0

INSURANCE CONDITIONS - Form 20281

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BUSINESS PASS FLAT SOLUTION 2.0

INSURANCE CONDITIONS - Form 20281

RULES REGULATING THE INSURANCE IN GENERAL

Art. 1 - DECLARATIONS RELATING TO RISK CIRCUMSTANCES

As a Contracting Party, you must describe the risk you intend to insure accurately and completely and **you must therefore provide Europ Assistance with true, accurate and complete information. Any significant change in the information provided during the period of validity of the Policy must be immediately communicated to Europ Assistance. If you fail to comply with these obligations, as a Contracting Party and/or Insured Party, you may lose all or part of your right to compensation/provision of Assistance Services.**

Art. 2 - OTHER INSURANCE COVER

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

If a Claim occurs, you, as Insured Party, must inform all the insurance companies with which you are insured, including Europ Assistance, of the existence of other insurance companies covering the same risk. In this case, Art. 1910 of the Italian Civil Code applies.

Article 1910 of the Italian Civil Code aims to prevent the Insured Party, with more than one insurance policy covering the same Risk taken out with different insurance companies, from receiving a total sum greater than the damage they have suffered. For this reason, in the event of a claim, the Insured Party must inform each insurance company of all the insurance policies taken out with the others, for the same Risk.

Art. 3 - START DATE AND DURATION OF THE POLICY - PAYMENT OF THE PREMIUM

The Policy shall be effective as of 24:00 (midnight) of the date on which the Policy Form is signed, if the premium or the first Premium instalment have been paid; otherwise it shall be effective as of 24:00 of the date of payment, and shall expire at 24:00 on the date indicated on the Form. **If you, as Contracting Party, do not pay the subsequent Premiums or Premium instalments, the Policy shall be suspended from midnight on the thirtieth day after the due date for payment and shall take effect again from midnight on the day on which you pay the premium.**

The Policy is automatically terminated in accordance with art. 1901, paragraph 3 of the Italian Civil Code, if Europ Assistance, within six months from the day on which the premium or instalment expired, does not act for the collection. Europ Assistance is entitled to request payment of the premium for the current insurance period and reimbursement of expenses incurred.

The premium is agreed according to the number of days transfer and the type of cover chosen by the Contracting Party.

This premium, including tax, is specifically indicated for each risk insured on the Policy Form and is due in full, even if authorisation has been given to break the payment down into instalments.

Premiums must be paid in full to Europ Assistance or, where present, the intermediary of Europ Assistance duly authorised to collect premiums.

Art. 4 - POLICY RENEWAL

The Policy is tacitly renewed every year.

If, as a Contracting Party, you want to cancel the Policy, you can do so in the following ways:

- by letter sent recorded delivery with advice of receipt
- by e-mail to the address EuropAssistancelitaliaSpA@pec.europassistance.it specifying "Cancellation + policy number".

You must cancel at least thirty days before the expiry date.

Europ Assistance can also send you cancellations within the same time frame.

The renewal premium will be charged to the same payment instrument you used to pay for the first year.

Art. 5 - VERIFICATION OF TRAVEL DAYS

The Contracting Party must declare the days of travel when signing the Policy Form and if they change even during the renewal phase.

At the end of each year of the policy, Europ Assistance may make checks with the Contracting Party on the declaration of travel days.

In the event of verification, the Contracting Party is also required to provide clarifications and any documents as may be necessary, including, merely by way of example: the LUL (Single Employment Register) prescribed by Italian Decree-Law no. 112 of 2008, the register of invoices or that of prices, including of its Subsidiaries and Associates.

If, after verification, the travel days are found to be incorrect with a margin of tolerance of 15% with respect to the initial declaration, the policy must be replaced and updated.

Please note! In the event of a claim exceeding the specified margin of tolerance, the proportional rule shall apply.

BUSINESS PASS FLAT SOLUTION 2.0

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Art. 6 - WORSENING OF THE RISK

As Contracting Party and/or Insured Party, you are obliged to notify Europ Assistance of any changes that may worsen the risk. Failure to provide such notification may result in the total or partial loss of the right to receive indemnity/compensation/assistance, in addition to the cessation of insurance in accordance with Art. 1898 of the Italian Civil Code.

Art. 7 - REDUCTION OF THE RISK

If you are a Contracting Party and/or Insured Party and notify Europ Assistance of any changes that result in a reduction in risk, Europ Assistance is required to reduce the premium, or instalment of the premium, following your notification and waives the right of withdrawal.

Art. 8 - TAX CHARGES

The premium indicated on the Policy Form includes the taxes which, as a Contracting Party, you are required to pay by law. When you pay the premium, you also pay the tax (as stated on the Policy Form).

Art. 9 - TIME LIMITS

All claims against Europ Assistance are time-barred within two years of the date of the claim. In the Civil Liability Insurance, the two years commence from the day on which the injured party asked you for compensation or sued you for it.

For cover other than Assistance in case of opening of the claim and pending legal proceedings you have the obligation to interrupt the time limit in writing.

It should be noted that pending legal proceedings are not considered to be grounds for suspension of the limitation period.

E.g.: if the Insured Party reports a Claim beyond the maximum term of two years established by the Italian Civil Code, they will not be entitled to compensation.

Art. 10 - LAW GOVERNING THE CONTRACT AND JURISDICTION

The Policy is governed by Italian law.

For anything not specifically written in this Policy and for all rules of jurisdiction and/or competence of the court, the provisions of Italian law shall apply.

Art. 11 - CONTRACT FORM

The Policy must be concluded in writing by you and Europ Assistance. Any change or modification to the Policy must be made, proven and accepted in writing.

Art. 12 - PAYMENT CURRENCY

In Italy, as a Contracting Party and/or Insured Party, you receive the Indemnity in euros. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of expenses you have had into Euro. Europ Assistance calculates the indemnity on the basis of the exchange rate recorded by the European Central Bank for the day on which you incurred the expenses on the day of issue of the invoice.

Art. 13 - CHANGES TO THE PERSON OF THE CONTRACTING PARTY

If the Contracting Party is a company and if the company:

- is sold or part of its assets are sold, the Policy is transferred to the person who bought the company itself;
- merges with another company, the Policy continues with the acquiring company or with the one resulting from the merger;
- changes its name, the Policy continues with the new society;
- is dissolved or put into liquidation, the Policy ceases with immediate effect and Europ Assistance returns to the Contracting Party the part of the premium paid and not enjoyed. The portion of the premium that is refunded, is calculated by deducting taxes and after making the adjustment with the minimum guaranteed annual premium calculated pro-rata, where applicable.

Within 15 days of the sale, merger, transformation or change of name, the Contracting Party or the purchaser or the acquiring company or company resulting from the merger must inform Europ Assistance. Europ Assistance may decide to withdraw from the Policy within 30 days of receiving notification. In order to withdraw from the Policy, Europ Assistance must send the Contracting Party a written notice, stating the intention to withdraw. The withdrawal will be effective 15 days after the date on which the Contracting Party has received the notice.

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Art. 14 - EARLY TERMINATION

In the event of cancellation or early termination of the Policy because there is no longer the risk for which, as a Contracting Party, you have stipulated the Policy and in the other cases of withdrawal, early termination or cancellation provided for in articles "Declarations relating to risk circumstances" and "Worsening of the risk", you must pay Europ Assistance the full premium for the period of insurance in progress at the time when the cause that caused the cancellation or termination of the Policy occurred.

Art. 15 - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim has been reported and up to 60 days after payment or refusal of payment, as a Contracting Party you can withdraw from the Policy by writing to Europ Assistance a letter sent recorded delivery with advice of receipt. The withdrawal is effective 30 days after the date on which Europ Assistance received your letter sent recorded delivery with advice of receipt. In the following fifteen days, Europ Assistance will reimburse you for the part of the premium relating to the period of risk not taken, withholding taxes.

Europ Assistance may also exercise its faculty to withdraw after a claim, providing the same thirty days' notice.

Collection or payment of premiums expired after you have reported the Claim or after any other act by the Insured Party or Europ Assistance shall not be interpreted as a waiver of the right to withdraw.

Europ Assistance undertakes to terminate the management of claims in progress on the effective date of withdrawal and the management of claims that occur before withdrawal and reported after it, provided that they are within the terms set out in the article "Obligations of the Insured Party in the event of a claim" of these Insurance Conditions.

Art. 16 - BROKER CLAUSE (ONLY VALID FOR POLICIES INTERMEDIATED BY BROKERS)

Europ Assistance acknowledges and confirms that this Policy is brokered by the Broker whose name is indicated in the Policy Form. Consequently, communications, administrative reports and the payment of premiums relating to the Agreement will also be made through the Broker. All communications that, by law or under this Policy, the Contracting Party or the Insured Party are required to make to Europ Assistance, are valid and effective even if notified to the Broker. Exceptions to the above are requests for assistance and the management of the claim.

Art. 17 - PERSONAL DATA PROCESSING

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. As Insured Party, you undertake to provide these persons with the information on the processing of data and to give their written consent to the processing of their health-related data for insurance purposes. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data relating to health necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure".

Art. 18 - PROFESSIONAL SECRECY

You must release from professional secrecy with regards to Europ Assistance, all doctors needing to examine your state of health.

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SECTION I – DESCRIPTION OF COVER



What is insured?

Art. 19 - SUBJECT OF THE COVER

A) ASSISTANCE COVER

INTERVENTION IN THE CASE OF TERRORISM

Europ Assistance assists you even when acts of terrorism strike you directly in the place where you are travelling.

Europ Assistance provides all provisions when:

- political and military events or the local authorities so permit
- the activated operators can work without personal risk
- the intervention complies with local and international laws and/or regulations

PERSONAL ASSISTANCE

1. MEDICAL CONSULTATION

If you become ill and/or suffer an injury while travelling, you can request a medical opinion over the telephone.

The physicians will use the information you give them to assess your health.

This opinion is not a diagnosis.

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

2. INDICATION OF A SPECIALISED PHYSICIAN ABROAD

If you are abroad and want to know who your nearest doctor is for a specialist appointment, call the Organisational Structure and it will provide you with the doctor's name, subject to local availability.

3. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

(only valid for Insured Parties resident in Italy)

If you are abroad and should require information on medicinal products duly registered in Italy, the Organisational Structure will inform you of the corresponding medicinal products, if such exist, available locally.

4. INFORMATION ON THE HOSPITAL STAY

If, in the event of illness/injury, you should be admitted to a hospital, the doctors of the Organisational Structure will keep the family members updated on your health, providing all medical information in their possession.

The Organisational Structure is not responsible for the messages sent.

5. INTERPRETER AVAILABLE ABROAD

You can ask for an Interpreter if you are hospitalised in a healthcare institute abroad and have difficulty communicating with the physicians, because you do not speak the local language.

The Organisational Structure sends you to the hospital an interpreter for daily interviews with the doctors who are treating you.

Europ Assistance pays the costs of the interpreter up to a maximum of 8 working hours.

6. LAWYER AVAILABLE ABROAD

If you are abroad and you're being arrested or at risk of being arrested, you may need a lawyer. Call the Organisational Structure that will provide you with a lawyer.

Europ Assistance will, at your request and on your behalf, **anticipate payment of the fees up to the equivalent in local currency of Euro 5,000.00.**

Europ Assistance may decide to anticipate even a larger amount of money if you can provide an economic guarantee in your country of residence.

The Organisational Structure guarantees you the advance payment of the fee if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you prove that you are able to repay the amount of money lent

Please note!

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

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7. ADVANCE OF EMERGENCY EXPENSES

You can have an advance on emergency expenses if you have suffered:

- an injury
- an illness
- theft, robbery, bag-snatching or failure to deliver your luggage

or have had to pay for unforeseen costs you cannot afford.

The Organisational Structure will advance payment of the invoices for you, in situ, **up to a maximum of Euro 250.00.**

Europ Assistance may decide to anticipate even a larger amount of money if you can provide an economic guarantee in your country of residence.

The Organisational Structure will guarantee you an Advance of Emergency Expenses if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

Please note!

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

8. ADVANCE OF BAIL IN THE EVENT OF CRIMINAL CHARGES

You can request the advance of criminal bail if you are abroad and have been arrested or threatened with arrest and need to pay criminal bail to be restored to freedom.

The Organisational Structure will advance payment of bail for you, directly in situ, **up to a total maximum value of Euro 2,500.00.**

Europ Assistance may decide to anticipate even a larger amount of money if you can provide an economic guarantee in your country of residence.

The Organisational Structure will guarantee you an Advance of Criminal Bail if:

- the money transfer respects the rules or regulations in Italy or in the country in which you are located
- you can show that you are able to repay the amount

Please note!

You will need to repay the full amount advanced within a month of the date of the advance.

If you fail to do so, you will also pay interest at the current legal rate.

9. RETURN FOR HEALTH REASONS

You can request a Return for Health Reasons when the Organisational Structure doctors, together with the local doctors, decide if you can be transferred to a Healthcare Institute in Italy or to your residence.

Europ Assistance organises and pays for your return for health reasons in the most appropriate time and manner.

The transport means are:

- health aeroplane, where available and only from Europe and the countries of the Mediterranean basin;
- economy class flight, including with a seat for a stretcher if you need to lie down;
- first class train, with sleeper if necessary;
- ambulance.

The Organisational Structure also provides medical or nursing care during return travel if your physicians consider it necessary.

Europ Assistance may ask you for your unused return travel ticket.

Please note! This service will not be organised in case of:

- **illness or injury that the Organisational Structure doctors consider does not prevent you from continuing your travel,**
- **illness or accident that can be treated on site,**
- **infectious diseases, when transport does not comply with national or international medical standards,**
- **discharge from the medical centre or hospital against the doctors' advice, for your own choice or that of your family members.**

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10. TRANSFER TO AN EQUIPPED HOSPITAL CENTRE

You may be transferred to an equipped hospital centre, if you are hospitalised in a Healthcare Institute that the doctors of the Organisational Structure do not consider fit for your health. The Organisational Structure doctors, together with the doctors treating you locally, will decide whether or not to transfer you.

Europ Assistance organises your transport to the nearest equipped Healthcare Institute in the time and using the means most suitable to the situation.

The transport means are:

- medical aeroplane, where available;
- economy class flight, including with a seat for a stretcher if you need to lie down;
- first class train, with sleeper if necessary;
- ambulance.

The Organisational Structure also provides medical or nursing care during travel if your doctors consider it necessary.

Please note! This service will not be organised in case of:

- **illness or injury that the Organisational Structure doctors consider can be treated locally;**
- **infectious diseases, when transport breaches national or international medical standards;**
- **discharge from the medical centre or hospital against the doctors' advice, for your own choice or that of your family members.**

11. RETURN OF THE CONVALESCENT INSURED PARTY

You may ask to return to your residence if you are convalescent after an injury or illness and cannot use the means you had initially envisaged for your return.

The Organisational Structure books for you a ticket for the return.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket.

Europ Assistance may ask you for your unused return travel ticket.

12. LIGHT INTEGRATED HOME CARE

(Only valid for insured parties with residence/domicile in Italy)

If you need assistance after hospitalization after the "RETURN OF THE CONVALESCENT" and/or "MEDICAL RETURN" service with which you have been taken back to Italy to your domicile/residence or to a Treatment Institution, please call the Organizational Structure.

This service must be requested by your treating physician in writing and you will be given directions to proceed within 48 hours after the Organisational Structure receives the request.

The Organisational Structure will organise and manage:

- the continued hospitalisation at home, with own medical and paramedical staff;
- blood samples, ultrasound scans, non-urgent electrocardiograms, which will be taken at home
- the delivery and collection of the results of the examinations and the sending of emergency drugs to your home.

Services will be supplied for a total of up to 10 hours.

Please note!

You will not be provided with benefits for hospitalisations following dental treatment, application of dental prostheses and for periodontal diseases not caused by an accident and aesthetic applications (except for plastic or reconstructive stomatological surgery required as a result of injury or illness).

In the event of a claim, you shall contact the Organisational Structure within 48 hours before you are expected to be discharged from the Healthcare Institute, by requesting Home Care and faxing the appropriate medical certificate prescribing home care to 02-58384761.

If you do not do so, you will not be entitled to this assistance.

13. SENDING OF A SUBSTITUTE COLLEAGUE

If, following organisation of the "RETURN OF THE INSURED PARTY" and/or "RETURN OF THE CONVALESCENT", you should need to be replaced by a colleague, the Organisational Structure will provide a single (first class) rail ticket or single (economy class) air ticket to enable a colleague to replace you in your duties.

Europ Assistance will pay for the costs of the ticket.

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14. TRAVEL OF A FAMILY MEMBER

You may ask for a family member to reach you if you are hospitalised during travel in a Healthcare Institute for more than 7 days and need their help.

The Organizational Structure books a ticket to reach you and a hotel in the place of your hospitalization, for your family member living in Italy so that they can stay with you.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket and for a room and breakfast in a hotel of up to 4 stars.

15. EXTENSION OF THE STAY

You can ask to extend your stay if a medical certificate confirms that the illness or injury prevents you from returning home on the date you had planned. In this case, the Organisational Structure will book a hotel for you.

Europ Assistance will pay for the costs of the room and breakfast in a hotel of up to 4 stars until the date on which you can return home using the "Return for health reasons" or the "Return of the convalescent insured party" according to the opinion of the Europ Assistance doctors.

16. EARLY RETURN OF THE CEO AND HR DIRECTOR

The Contracting Party may request the early return to Italy of the CEO or HR Director for:

- severe material damage which damages more than 50% of the Contracting Party's buildings,
- death of a close associate of the CEO or HR Director,
- hospitalisation for more than 7 consecutive days of a close collaborator of the CEO or HR Director such as to require the presence of the same at the Contracting Party's premises.

The Operations Facility will provide **a first class rail or economy class air ticket** to allow the CEO or HR Director to reach the Contracting Party's premises.

Europ Assistance will pay for the costs of the ticket.

This service is available in the event that the CEO or HR Director is unable to use the travel tickets already booked and for which it is not possible to make a change or modification.

Europ Assistance may ask you for your unused return travel ticket.

17. EARLY RETURN

You can request an early return to Italy, ahead of schedule. This applies in the event of death or hospitalisation for a life-threatening emergency of any of your family members.

Europ Assistance shall pay for the cost of a first class rail ticket or economy class air ticket for you.

Europ Assistance may ask you for your unused return travel ticket.

If you are travelling with a vehicle and cannot use it to return early, the Organisational Structure will also provide you with a ticket to head back and collect it on a later date.

Please note!

You will need to send Europ Assistance the death certificate or documents proving the hospitalisation for a life-threatening emergency of your family member within 15 days of the event that required you to return early.

18. BODY TRANSPORT

In the event of death, the Organisational Structure will arrange and provide for the transport of the body to the international airport close to the place of burial, as long as it is in a European Union Member State.

Europ Assistance will pay for all transport costs.

Please note! Europ Assistance does not pay you the cost of the funeral ceremony and any recovery of the body.

19. MY CLINIC

My clinic is a technological platform through which the Organisational Structure provides, in the event of an accident or illness, digital remote medical assistance services.

You can use the services by connecting to the site <https://bpass.myclinic.europassistance.it/#/landing?bpcoderedeem=activate> and accessing your personal area.

The use of the services is subject to the acceptance of the conditions of use of the My Clinic platform.

Symptom evaluation

By accessing your personal area, you will be able to benefit from a self-assessment programme that will help you to understand your symptoms and indicate the probable causes and possible behaviour to adopt.

The result of the self-assessment is not a diagnosis, so remember that for a correct assessment of your health status it is always necessary to consult a doctor.

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Medical consultation

Accessing your personal area, you can request a.:

- GENERAL MEDICAL CONSULTATION 24 hours a day with the doctors of the Organisational Structure, through voice call or video call. You will have 3 consultations in total.

Remember that remote medical consultation is not a diagnosis.

Medical records

Accessing your personal area you can store all data on your previous and current health, attach results of examinations and reports, enter measurements of your parameters (blood pressure, blood sugar, heart rate, weight, temperature) and keep track of the history, enter the drugs taken.

The medical record is available to consult and/or download your data independently and securely at any time.

Health Passport

From your Health folder you can create your health passport by automatically translating your data into the available languages, to share it with doctors on the spot.

20. SENDING OF SUBSTITUTE LUGGAGE

If you are travelling for at least 7 days, and you do not have your luggage available abroad because:

- a) the air carrier failed to deliver it to you within 24 hours.
 - b) you have suffered theft/robbery, mugging or bag-snatching,
- call the Organisational Structure.

If you need clothes to comfortably continue your planned trip or stay, the Organisational Structure will deliver the luggage, which your family member has prepared, to you as quickly as possible.

The delivery will be made free of customs at the airport closest to the place where you are, within technically possible time and respecting local laws.

Europ Assistance will bear the cost of shipping the luggage up to a maximum limit of Euro 780.00 per year and Euro 260.00 per shipment.

Please note!

- **The luggage must be checked in your name and in this case the air carrier must issue you with a document certifying that it cannot deliver it to you.**
- **the service is not valid if the days remaining until your return home are less than the days required by the Organisational Structure to send your luggage.**

When you call the Organisational Structure you must indicate the reason for your request, the address of the family member who will prepare the luggage to be shipped to you and their telephone number.

In addition, by fax you must send to the Organisational Structure:

- *in case a), a copy of the claim made against the carrier;*
- *in case b), a true copy of the report made with the stamp of the Police Authority of the place in which the claim occurred, explaining the circumstances of the claim, with a list of objects lost or stolen and the names of the Insured Parties who suffered the damages.*

ASSISTANCE TO FAMILY MEMBERS REMAINING AT THE RESIDENCE IN ITALY

(The services specified only apply to Italy)

21. ASSISTANCE TO FAMILY MEMBERS FOR THE DURATION OF TRAVEL

If a family member (parents, children living together, spouse) has a sudden illness and/or an accident at home in Italy while you are travelling, they can ask the Organisational Structure:

- **Medical advice** with doctors to assess your state of health;
- **sending a doctor home:** if, after a MEDICAL CONSULTATION, your family member in Italy needs a medical sight or an ambulance, the Organisational Structure sends an affiliated doctor to their home. *The provision can be supplied during the following hours: from Monday to Friday, from 8 p.m. to 8 a.m., on Saturdays, Sundays and public holidays, 24 hours a day.*
- **sending an ambulance to the home;** if, following a MEDICAL CONSULTATION, your family member in Italy needs transport to the nearest suitable medical structure, the Organisational Structure will organise the transfer by ambulance. **Europ Assistance will pay for the costs up to a maximum of Euro 500.00 for the period for which the Policy is valid, with a limit of Euro 250.00 per claim.**

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22. PHONE CARING

If, as a result of **illness or injury**, you cannot contact your parent at home or communicate with them, the Organisational Structure will establish, in agreement with you and your parent, a program of telephone calls to stimulate the relational activity of the elderly person in a period of potential loneliness related to your temporary absence.

The Organisational Structure, agrees with you and your parent a time of call between 09.00 and 18.00, and will call your parent every day for a maximum of 30 days.

The Organisational Structure will make 3 attempts to contact by phone during the day and will alert the relative or the person designated by them in case of failure to contact your parent.

You must obtain your parent's consent to be contacted by the Organisational Structure.

To benefit from the service you must contact the Organisational Structure with a notice of at least 48 hours.

The phone call is not aimed at assessing the state of health of your parent and / or to manage any emergency and / or emergency situations and therefore the Organisational Structure will not contact any emergency service.

Please note that the telephone contact is not made by health staff able to assess the health status of your parent.

VEHICLE SERVICES IN EUROPE

23. ROADSIDE ASSISTANCE SERVICE

If the vehicle stops due to an accident and/or breakdown, during the journey you are making to reach your destination, so as not to be able to move independently, call the Organisational Structure.

The Organisational Structure will send you where you stopped a roadside assistance vehicle.

The breakdown truck transports the vehicle from the location of the stop:

- to the nearest Authorised Europ Assistance Centre;
- to the nearest customer service workshop of the relevant Manufacturer or the nearest mechanic;
- to a place indicated by the Insured Party, provided it is located within 50 kilometres from where the vehicle stopped.

Europ Assistance **shall pay the cost of towing the vehicle to any of the destinations listed above.**

Please note! Tyre punctures or incorrect refuelling, where not causing the vehicle to fail, shall not be considered as claims.

24. RECOVERY

If the vehicle remains immobilised due to loss and/or breakage of keys, tire punctures, battery depletion, failure to start in general, and cannot move independently, you must call the Organisational Structure.

This will send you a roadside assistance vehicle which, if possible, will repair the vehicle on site.

Europ Assistance will pay for the rescue expenses as long as the supplier is **within 20 km of the place of breakdown**; if not, the "Roadside Assistance" service shall apply.

ASSISTANCE AT THE HOME OF RESIDENCE IN ITALY

(The services specified only apply to Italy)

25. HOME ASSISTANCE FOR THE DURATION OF TRAVEL

If you should require home assistance for an emergency intervention that took place during travel or during the 24 hours following your return or expiry of the Policy, the Organisational Structure will send out, 24 hours a day, including public holidays:

- a locksmith following:

- a) theft or attempted theft, loss or breakage of keys, failure of the lock making it impossible to access the home;
- b) theft or attempted theft that has damaged the operation of the front door of your home and the security of your home is no longer guaranteed;

- a plumber following:

- a) 1. flooding or leaks;
2. lack of water in the home or that of neighbours caused by a breakage, blockage or failure in the fixed pipes of the drains system;

Please note! The plumber does not intervene for claims due to failures of taps and mobile pipes connected or otherwise to any appliances (e.g. washing machines) and claims due to your negligence. The plumber does not even intervene in the event of an interruption of the water supply by the regulator or in the event of a break in the pipes outside the building;

- b) failure of sewage to drain into the drainage systems as a result of a blockage in the fixed hydraulic system drains pipes.
Please note! The plumber does not intervene in case of overflow due to sewage regurgitation and for the blockage of mobile pipes of sanitary facilities.

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- **an electrician following** lack of electricity in all rooms of the house due to failures of the switches, internal distribution systems or sockets.

Please note! The electrician does not intervene in cases of short circuit due to false contacts caused by you; of interruption of the power supply by the regulator; faults in the power cable of the rooms of the house upstream of the meter.

Europ Assistance will pay for the call-out and labour of the plumber, locksmith and electrician **up to a maximum of Euro 150.00 per claim.**

In order to benefit from this service, a person appointed by yourself must be at home.

B) MEDICAL EXPENSES REIMBURSEMENT COVER DURING TRAVEL

1. MEDICAL/PHARMACEUTICAL/HOSPITAL EXPENSES

If you become ill and/or are injured during travel, Europ Assistance will pay for any urgent Medical/Pharmaceutical/Hospital Expenses that cannot be deferred, incurred in the place of the claim during travel.

In the event that it is not possible to bear the costs, they will be reimbursed to you, if you have incurred them personally, or to the Contracting Party.

In the event that you are covered, Europ Assistance will pay you for medical expenses on the spot **for a maximum of 180 days from the date of the accident or illness to the date on which the doctors at the Organizational Structure believe you are repatriated, up to the maximum amount provided for.**

In the event of hospitalisation

Europ Assistance will pay or reimburse medical expenses **up to the maximum limits indicated in the Policy Form, per Insured Person, per claim and for the duration of the trip.**

If the claim occurs in your **country of residence, the maximum limit is limited to Euro 5,000.00**; if you are a registered member of A.I.R.E., the maximum limit in the country of residence of A.I.R.E. is intended to be raised **to a maximum of Euro 30,000.00.**

The maximum cover includes:

- prosthesis repair expenses, only following injury, **up to Euro 500.00 per Insured Party**;
- urgent dental treatment, **up to Euro 1,000.00 per Insured Party**;
- the cost of transport **abroad for first aid from the scene of the event to the healthcare facility. Transport may use any means of medical rescue deemed useful for the purpose and up to a maximum of Euro 5,000.00.**

In the event of an accident and/or illness, the guarantee also includes the additional costs for the treatment you receive when you return to your residence, for 60 days after your return and up to a maximum of Euro 30,000.00 per claim.

Without hospitalisation

If while travelling, you are not hospitalized, but you need to bear the medical costs, Europ Assistance will reimburse you **up to the maximum per claim and per period of travel of:**

- **Euro 2,500.00 if you are in your country of residence or are an A.I.R.E. member**
- **Euro 5,000.00, if you are outside your country of residence.**

Please note! Either way:

- **you must always call the Organisational Structure before taking any initiative, except in the case of proven impossibility. If you do not contact the Organisational Structure you are not entitled to refunds.**
- **this Cover includes an Excess. See Article "Limitations of Cover" of Section II**

WHAT HAPPENS IN THE CASE OF TERRORISM?

If an act of terrorism takes place where you are while travelling and you are directly affected, you may request the Medical Expenses cover. Europ Assistance will pay for the costs directly. If this is technically impossible, Europ Assistance will reimburse you without applying any fixed excess charge.

2. PER DIEM COVER FOR HOSPITALISATION

If you are hospitalized while travelling, Europ Assistance will pay you a daily allowance for each day of hospitalization of **Euro 50.00 for a maximum of 90 consecutive days of hospitalization and per claim.**

Please note!

This cover includes a limit and an excess. See the Article "Limitations of Cover" in Section II.

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3. SEARCH AND RESCUE COSTS

If, due to an illness and/or an accident, an emergency team has to intervene while travelling, to come looking for you or to save you, Europ Assistance will reimburse you for the costs of search and rescue, advanced by the local authorities at your expense, **up to a maximum of Euro 50,000.00 per claim and per period of travel.**

C) TRAVEL CANCELLATION COVER

1. TRAVEL CANCELLATION

(Valid for business travels starting in Italy and only for Contracting Party's employees resident in Italy)

In the event of cancellation for any of the following reasons:

- death or sudden hospitalisation of the employee who is to leave on their business travel;
- sudden death or hospitalisation of the spouse, cohabiting partner, son/daughter, parents, son-in-law or daughter-in-law, siblings, in-laws of the employee must leave for the business travel;
- death or sudden hospitalisation of the person with whom the employee is to travel on business or with whom they are to meet during the business travel;
- for the participation of the employee who has to leave on business travel in a civil or criminal trial as a juror or witness;
- fire that renders unusable the habitual residence of the employee who has to leave for the business travel;

Europ Assistance pays compensation of **up to Euro 5,000.00** per individual business trip abroad.

Please note!

Europ Assistance:

- **pays the penalty only if the cause of cancellation of the business travel occurs before the scheduled departure and after the booking of the travel itself;**
- **pay the penalty due at the time of the accident or the additional costs for changing the booked business travel not covered by other insurances operating on the travel contracts themselves or otherwise not recoverable.**

2. FLIGHT DELAY

(Valid for business travels starting in Italy and only for Contracting Party's employees resident in Italy)

Europ Assistance will pay an indemnity of **Euro 100.00 per claim if:**

- the flight departing from Italy scheduled for business travel is delayed by 8 hours or more from the time initially established and confirmed for departure;
- the flight departing from Italy scheduled and confirmed for the business travel is cancelled.

3. REIMBURSEMENT OF EXPENSES FOR CRISIS SITUATIONS

In the event of a sudden and unforeseeable Crisis situation during the Business Trip, in the host country the trip itself, which endangers the lives of the insured, the additional costs will be reimbursed as strictly necessary and reasonable relating to the safety of persons.

The following costs are reimbursed:

- transport and hotel accommodation supported by the Insured Party/Contracting Party for the return to the country of residence (or Italy in the case of members of A.I.R.E.) or for transfer to the place indicated by the Contracting Party/Insured Party;
- the securing of the insured persons.

The cover does not include expenses due or attributable/consequent to quarantines or other measures restricting free movement ordered by the competent international and/or local authorities, whereby local authorities include any competent authority in your country of origin or any country where you have planned your trip or through which you will transit in order to reach your destination.

The costs are reimbursed to the Contracting Party **up to a maximum total amount of Euro 50,000.00 per event even in the case of more than one insured person and for the duration of the policy.**

The Contracting Party may contact the company Gardaworld or, as an alternative, any other third party company specialising in services for crisis situations.

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GARDAWORLD APP

Europ Assistance, to allow you to be informed and updated on any crisis situation in your destination, provides you with the free app of Gardaworld, a company specializing in the provision of security services worldwide and a partner of Europ Assistance.

By downloading the app, you have a chance to:

- consult the fact sheets of all the countries in the world
- consult practical information on safety, illnesses and behaviour to be taken during the journey
- monitor the safety status of different countries and view information on possible risk situations.
- enter your trips and receive alerts on risk situations specific to your destinations

To register you just need to have your policy number.

Gardaworld also offers emergency security services. In the event of an emergency situation, you can contact us via your representative or the insured person on the road on **+33 1 77 35 04 52** for support.

D) LUGGAGE COVER (Optional)

1. LUGGAGE AND PERSONAL EFFECTS

Europ Assistance pays you for direct damage to property caused by:

- theft, bag-snatching, robbery, extortion;
- Theft of luggage left in the boot of the vehicle, if you leave the vehicle in a guarded garage or report the total theft of the vehicle;

and only in the case of delivery to an air carrier also

- Loss
- Damage

of your Personal Property and/or Company Property **up to a single maximum amount of Euro 8,000.00 per insured person and for the duration of the trip.**

This limit shall be deemed to be distributed as follows:

- Euro 5,000.00 for Personal Property
- Euro 3,000.00 for Company Property

You will be reimbursed for:

- The value of your Personal or Company Property **with a limit of Euro 400,00 per item if you can present purchase receipts dating back to a maximum of 3 months before the claim. For personal computers/tablets, this limit is raised to Euro 500.00.**
- **50% of the declared value with a limit of Euro 200.00 per item** if you do not have the purchase receipts indicating the value of the items.
- in addition to the limit to liability, Europ Assistance will reimburse you for up to **Euro 50.00** for the expenses of redoing the ID card, passport and driving licence in the event of theft, robbery, bag-snatching and extortion.

2. DELAYED DELIVERY OF LUGGAGE

You can request cover for Delayed delivery of Luggage if the carrier returns your luggage more than 12 hours late in the case of confirmed flights.

Europ Assistance will reimburse you for unforeseen expenses you may need to incur to purchase articles of personal hygiene and/or clothing necessary. This **up to a maximum amount of Euro 500.00** and only for delays in delivery **at the airport of destination of the outward journey.**

Limits of liability are per Insured Party, per claim and per period of travel duration.

3. LOSS, THEFT OR DESTRUCTION OF SAMPLES

If you have to interrupt your trip due to loss, theft or destruction of samples, demonstration material or prototypes of products necessary to carry out the Transfer, **Europ Assistance** will reimburse you for the share of travel and accommodation costs for the days remaining until your scheduled return, **up to a maximum amount of Euro 1,000.00.**

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E) CIVIL LIABILITY COVER (Optional)

Europ Assistance indemnifies you for any amounts for which you are liable to third parties by way of compensation (principal, interest and expenses) for damage accidentally caused including death, personal injury and loss of property, as a consequence of an accidental fact occurred during travel, relating solely to private life. **Risks inherent in professional activities are excluded.**

The cover is given within the limits of maximum cover specified on the Policy Form.

For those registered with AIRE, reimbursement will be made via the Contracting Party.

F) TRAVEL ACCIDENT COVER (Optional)

1. INJURY DURING TRAVEL

Europ Assistance guarantees accidents that may occur during your trip and that may cause permanent disability or death when you travel:

- main and secondary professional activities, as declared on the Policy Form;
- all other non-professional activities.

The maximum amount and the period for which you are guaranteed are indicated in the Policy Form.

Injuries deriving from the following are also included in the Cover:

1. use and driving of all motor vehicles and boats;
2. asphyxia of non-morbid origin;
3. acute food poisoning or poisoning from the assimilation of substances;
4. drowning;
5. electrocution;
6. freezing;
7. sunstroke, from heat or cold;
8. infection and poisoning as a result of lesions, animal bites and insect stings;
9. injury suffered whilst feeling ill, being unconscious or as a consequence of drowsiness;
10. lack of expertise, imprudence or negligence, including wilful negligence;
11. stress-induced injuries, including muscle tears and subcutaneous rupture of the Achilles tendon;
12. popular uprising or acts of terrorism, vandalism and other such attacks, as long as the Insured Party has not been actively involved in such;
13. natural disasters, within the disaster limit indicated under the Art. LIMITATIONS OF COVER.

2. PERMANENT INVALIDITY

Indemnity for Permanent Invalidity is calculated on the amount insured, proportionally to the degree of invalidity ascertained by a forensic doctor in accordance with the criteria and percentages envisaged by the "Table of assessment of the degree of Permanent Invalidity for industry" attached to the Consolidated Act on compulsory insurance for injuries at work no. 1124 of 30 June 1965 as subsequently amended until the date on which this policy is stipulated.

If the injury includes partial, rather than complete (anatomical or functional) loss, the percentages given above are reduced proportionally to the function lost.

In cases of Permanent Invalidity not specified in the above table, compensation is established considering the reduced generic working capacity, regardless of your profession. The total (anatomical or functional) loss of a limb/organ or more than one organ or limb entails the application of a percentage of invalidity equal to the sum of the individual percentages due for each lesion, up to a maximum of 100%.

If left-handed, the percentage reduction of capacity to work established for the right arm or right hand will apply to the left arm and left hand and vice versa.

In the event of death for causes other than those that caused permanent disability, before Europ Assistance has been able to make the necessary checks, your heirs will be entitled to the settlement that you would have been entitled to only by demonstrating the existence of the right to compensation by delivering to Europ Assistance the documentation demonstrating the stabilisation of the after-effects.

Please note!

Permanent Disability includes an excess charge. See Article "Limitations of Cover" of Section II

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3. DEATH

If the injury results in death, the compensation is paid to your heirs by dividing it equally.

Compensation in the event of death does not apply in addition to that of Permanent Invalidity.

If within two years of the day of the accident you die as a result of the accident for which you received payment of the Permanent Invalidity Compensation, your heirs must not return any reimbursement to Europ Assistance.

If the sum insured for death is higher than that already paid for Permanent Invalidity, your heirs are entitled to receive the difference between the death benefit and the permanent disability benefit.

4. PRESUMED DEATH

If, following an injury eligible for compensation in accordance with the Policy, your body is not found, and death is assumed, Europ Assistance will pay your heirs the amount insured for death.

Payment will be made one year after submission of the request for a declaration of presumed death, in accordance with Articles 60 and 62 of the Italian Civil Code.

If after the indemnity has been paid, it is proven that you are still living, Europ Assistance has the right to take action against both your heirs and yourself to obtain a refund of the amount paid. Once returned, you may exercise your rights for any residual permanent invalidity.

5. FLIGHT RISK

As a partial exception to the Article entitled "Exclusions" relative to the travel injury cover, the Insurance is extended to include injury that you may suffer during tourist or transfer air travel carried out as passenger on any aircraft or helicopters, except:

- **by air work companies/businesses on flights other than public passenger transport;**
- **by aeroclub.**

The sum of the capitals insured by this Policy and by other Europ Assistance accident policies underwritten by you may not exceed the limits of:

a. IN THE EVENT OF DEATH:

- **Euro 1,000,000.00 per person;**
- **Euro 5,000,000.00 in total per aircraft.**

b. IN THE EVENT OF PERMANENT INVALIDITY:

- **Euro 1,000,000.00 per person;**
- **Euro 5,000,000.00 in total per aircraft.**

In the event of a claim involving more than one Europ Assistance insured party, in the event that the total sums insured exceed the amounts indicated above per aircraft, the payments due to the individual insured parties will be adjusted with a proportional reduction and allocation based on the individual policies.

The Contracting Party may request a refund of the premiums (minus any taxes already paid) in the same proportion.

For the purpose of the cover, air travel is understood as starting when you enter the aircraft and completed when you descend from it.

6. INJURY CAUSED BY WARS AND UPRISINGS

You are also insured for an accident caused by a war or uprising that suddenly broke out in a country where you are travelling, outside of Italy.

The insurance is valid for 14 days after the outbreak of war or uprising.

G) LEGAL PROTECTION COVER (Optional)

Europ Assistance provides legal protection for the defence of your interests in extra-judicial and judicial proceedings in the context of private life during your business travel, including expenses not recoverable by the counterparty in the cases indicated in the policy, under the terms of this policy and with the limit of the maximum limit per claim unlimited per year indicated in the Policy Form.

The expenses you will be paid include:

- the procedural expenses for mediation/assisted negotiation to carry out and/or participate in the procedure in accordance with the provisions of the tables attached to Ministerial Decree 55/2014 and/or subsequent amendments. The expenses will be liquidated in accordance with the parameters pursuant to the specified tables, with the exclusion of all forms of reduction or increase of fees pursuant to said Decree 55/2014 and/or subsequent amendments;
- expenses for the involvement of a single lawyer appointed to manage the claim, in accordance with the provisions of the tables attached to Ministerial Decree no. 55/2014 and/or subsequent amendments. The expenses will be paid in accordance with the parameters pursuant to the specified tables, **with the exclusion of all forms of reduction or increase of fees pursuant to said Decree 55/2014 and/or subsequent amendments;**

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- the costs up to a **maximum amount of Euro 2,500.00** of a second lawyer domiciliary, only in the judicial phase. These expenses will only be paid when the district of the Court of Appeal in which the legal proceedings are rooted, differs from that of the place of residence of the Insured Party, in accordance with the provisions of the tables attached to Ministerial Decree no. 55/2014 and/or subsequent amendments. The expenses will be paid in accordance with the parameters pursuant to the specified tables, with the exclusion of all forms of reduction or increase of fees pursuant to said Decree 55/2014 and/or subsequent amendments;
- investigation expenses for the search for and acquisition of proof for the defence;
- any counterparty legal costs if the case should be lost with your sentencing, or transaction authorised by Europ Assistance in accordance with the Article entitled "CLAIM MANAGEMENT AND FREE CHOICE OF LAWYER", letter A);
- the expenses for the involvement of the Court-Appointed Expert Witness;
- the expenses for the party's Expert Witness and Experts, as long as they are chosen by agreement with Europ Assistance in accordance with the Article entitled "CLAIM MANAGEMENT AND FREE CHOICE OF LAWYER", letter B);
- legal costs;
- costs for arbitration to settle disputes. The expenses for arbitrators in accordance with the provisions of the tables attached to Ministerial Decree no. 55/2014 and/or subsequent amendments. The expenses will be liquidated in accordance with the parameters pursuant to the specified tables, with the exclusion of all forms of reduction or increase of fees pursuant to said Decree 55/2014 and/or subsequent amendments;
- The Single Contribution for the expenses for legal acts (Italian Law no. 488 of 23 December 1999, Art. 9 of Italian Decree-Law no. 28 of 11.03.2002), if not repeated against the Counterparty if the latter should lose;
- the expenses relating to the registration of legal acts **up to a limit of Euro 500.00**.

If an event should regard the insurance cover, the Insured Party can obtain information on said covers, the risks insured, the policy conditions, the terms and conditions for making claims and progress on claims already made by telephoning the Europ Assistance freephone number.

1. LEGAL PROTECTION DURING TRAVEL

The compensable costs referred to in the previous paragraph apply in the following cases:

1. your claims for compensation of non-contractual damages due to unlawful actions by third parties, including in the event of the constitution of civil party under the scope of criminal proceedings brought against the counterparty;
2. civil suits (or any filing of an appearance as civil party under the scope of criminal proceedings) to obtain compensation for damages caused by road/naval accidents involving the insured persons as pedestrians or bicycle riders or passengers of any motor vehicle or boat;
3. defence in a criminal setting in proceedings for crimes committed without intent and violations. The benefit also applies before the official formulation of news of the crime;
4. the civil defence against claims for damages for unlawful acts made by third parties; this cover operates only if you have stipulated and paid for a third-party liability policy in the following ways:
 - in the event of a claim covered by the Civil Liability policy, this cover operates at the second risk, i.e. after all that is owed by the Civil Liability insurer has been exhausted;
 - in the event that the Civil Liability policy, despite being regularly in force, is not operative in the case in question, i.e. it does not cover the case reported because it is not covered, because it is expressly excluded or because the damage is less than the amount of the excess provided for in the Civil Liability policy, this cover operates at first risk.

Europ Assistance, at the request of the Contracting Party, will acknowledge, for each claim of criminal defence, payment of the "expenses and fees fund" required by the lawyer appointed to handle the insurance case, by means of valid invoice, **up to the limit of Euro 5,000.00 per claim**.

By virtue of these payments, the maximum cover insured will be proportionally reduced in an amount that corresponds to the entity of the "expense fund" recognised.

Europ Assistance retains the right to claim back against you for any amount it has advanced, if the negligence or wilful misconduct on your part should be ascertained in the event that gave rise to the dispute.

• OCCURRENCE OF THE CLAIM – START OF COVER

For the purposes of this Policy, the onset of the claim shall be understood to mean **the date on which the harmful event occurs, based on the nature of the dispute, as follows:**

- the time of the first event giving rise to the entitlement to compensation for the exercise of claims for non-contractual damages and for the costs of resistance to damage caused to third parties;
- the time when the Insured Party, the counterparty or a third party began or allegedly began violating provisions of a law or contract, for all other hypotheses.

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If there is more than one violation of the same nature, the occurrence of the Claim coincides with the date of the first violation. The insurance Cover is given for Claims, where the respective Cover is included in the Policy, that have occurred:

- during the period for which the Policy is valid, if an exercise of claims for compensation for non-contractual damage, expenses incurred in preparing a defence for damages caused to third parties, criminal proceedings, administrative liability and appeals or oppositions against administration sanctions;
- 3 (three) months after the Policy start date for contractual disputes.

If this Policy replaces another one stipulated for the same risk (from another Company), without interruption in time of the insurance cover, the insurance will also apply to wilful conduct implemented during the validity of the policy replaced, as long as the claims are declared during the period for which the Policy is valid and refer to acts/events implemented no more than two years prior to the date on which this Policy is stipulated and as long as the claims have not yet been submitted to the Contracting Party and/or Insured Party as at the date on which this policy is issued.

If this Policy replaces another one stipulated for the same risk (from Europ Assistance), without interruption in time of the insurance cover, the insurance will also apply to wilful conduct implemented during the validity of the policy replaced, as long as the claims are declared during the period for which the Policy is valid and refer to acts/events implemented no more than two years prior to the date on which this Policy is stipulated and as long as the claims have not yet been submitted to the Contracting Party and/or Insured Party as at the date on which this policy is issued.

The above shall apply to all benefits already provided for in the previous policy, but shall not apply in full to the new benefits provided under this contract, for which the general provisions and shortcomings shall apply.

In the event of a claim arising during the above period, the Contracting Party/Insured Party must provide a copy of the previous Legal Protection policy.

The Cover includes claims arising during the period of Policy validity and which were reported to Europ Assistance, in accordance with the terms and conditions of this Policy, within 12 (twelve) months of termination of said Policy.

The Cover will not apply to cases arising from contracts that at the time the Insurance was stipulated had already been cancelled by one of the Contracting Parties or for which rescission, termination or amendment had already been requested by one of the Contracting Parties.

For all intents and purposes, the following will be considered as a single Claim:

- **one or more related or consequential harmful events or events in the same context, even if they involve more than one person;**
- **disputes brought by or against more than one person and concerning identical or connected demands;**
- **investigations or submissions to judgement or administrative liability proceedings against one or more insured persons and due to the same event or act;**
- **criminal charges for continued crime.**

In the case of a number of Insured parties involved in a single claim, the benefit is guaranteed with a single maximum amount per claim which is **equally distributed among all the Insured parties** regardless of the costs borne by each of them. **If, at the time the claim is settled, the maximum amount per claim is not exhausted, the remainder shall be divided equally between the Insured who have only partially received reimbursement of expenses as referred to in paragraph 1. LEGAL PROTECTION DURING TRAVEL**

H) SPECIAL CLAUSES COVER (Each clause can be activated individually)

(Only valid if recalled in the Policy Form)

A1 - EXTENSION OF SUBSIDIARIES/ASSOCIATES

The cover concerned by this contract and specified on the Policy Form is extended to the subsidiaries/associates of the Contracting Party whose company name is given on the Policy Form.

A2 - EXTENSION TO INSURED PARTIES RESIDENT OUTSIDE THE EU AND NOT A.I.R.E.

As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and described in the Policy Form is intended as also extended to the other Insured Parties registered with the LUL employed by the Contracting Party, resident in a non-European Union Member State and not registered with A.I.R.E.

Therefore, also the provisions of "Return for health reasons", "Return of the convalescent Insured Party", "Body Transport" and "Early return" are intended as applicable to all countries of the world.

Any reimbursements relative to the cover concerned by this policy will be made through the Contracting Party.

Please note! Special conditions for the application of Injury Cover

Permanent Invalidity cover will be operative with an excess amount applied to the insured capital of 50%. In the event of a claim that can be liquidated in accordance with the terms of the policy a super-valuation will be applied equal to 100% of the insured capital.

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A3 - EXTENSION TO WORKERS NOT EMPLOYED BY THE CONTRACTING PARTY AND SIMILAR

As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and recalled in the Policy Form is also extended to include Insured Parties that hold offices of consultants, directors, trainees, temporary workers, seconded workers, workers on collaboration contracts or participating in congresses/meetings organised by the Contracting Party, wherever they may be resident.

Therefore, also the provisions of "Return for health reasons", "Return of the convalescent Insured Party", "Body Transport" and "Early return" are intended as applicable to all countries of the world.

Any reimbursements relative to the cover concerned by this policy will be made through the Contracting Party.

A4 - EXTENSION TO INCLUDE THE FAMILY MEMBERS OF THE EMPLOYED INSURED PARTY

(this extension can be applied alone or together with the extension pursuant to Clause A1 as long as the subsidiaries/associates have their registered office in Italy)

As a partial exception to that specified in the definition of Insured Party, the cover concerned by this Policy and specified in the Policy Form is intended as also extended to include the family members resident in a European Union Member State, Insured Parties employed by the Contracting Party as described in the definition of "Insured Party", who make travel for pleasure with the same destination as the working mission of the Insured Party.

The insurable family members are only those specified on the Insured Party's certificate of family status.

Special conditions for the application of the Medical Expenses Reimbursement cover for family members

The Medical Expense Reimbursement cover will apply without hospitalisation, only if these expenses are reimbursed after having been previously authorised by the Organisational Structure, **with the application of an excess charge equal to Euro 150.00.**

If you have chosen a limit to liability of more than Euro 300,000.00, in the case of medical expenses incurred as a result of a chronic illness, **Europ Assistance will pay them for you or reimburse them to you, up to a maximum of Euro 300,000.00 per insured person, per claim and per duration of the trip.**



Where is the cover valid?

Art. 20 - TERRITORIAL SCOPE

For all cover with the exception of the specific indications given below, this refers to all countries worldwide where the claim occurred and in which the guarantees and services are given.

EXCLUDED COUNTRIES: The following countries are excluded: Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Australian territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

Specifically for:

A) ASSISTANCE COVER

VEHICLE services are valid in EUROPE. "Europe" means:

Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Liechtenstein, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, Russia, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

PERSONAL services (with the exception of any specific clauses included in individual provisions) are valid in all countries worldwide in which the claim took place and in which the guarantees and provisions are given.

The services provided to FAMILY MEMBERS REMAINING AT THE PLACE OF RESIDENCE IN ITALY and to the HOME OF RESIDENCE IN ITALY are valid in Italy, the Republic of San Marino and the Vatican City State.

G) LEGAL PROTECTION COVER

The cover given by this policy applies for breach of the law and harm to rights occurring in Europe.

"Europe" means:

Italy, the Republic of San Marino, the Vatican City, Albania, Algeria, Andorra, Austria, Belgium, Belorussia, Bosnia Herzegovina, Bulgaria, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Liechtenstein, Latvia,

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Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czechoslovakian Republic, Romania, Russia, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

Expenses for Out-of-Court Assistance and legal assistance for breach of the law or harm to rights occurring in countries or areas in which warlike events or revolutions are underway are in any case excluded from the policy cover.



When does cover start and end?

Art. 21 - EFFECTIVE DATE AND DURATION OF COVER

Cover starts at midnight on the date indicated on the Policy Form and lasts for one year with tacit renewal.

SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



What is not insured?

Art. 22 - EXCLUSIONS

You are not insured if you no longer have a contract of employment with the Contracting Party due to dismissal, resignation, expiry of the employment contract or redundancy fund within one month of the date of departure of the trip.

All cover excludes claims caused by:

- a) wilful misconduct or gross negligence except as indicated in the individual cover;
- b) flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters (except as indicated in the individual Cover),
- c) phenomena such as atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- d) war, strikes, revolutions, uprisings or popular movements, looting, acts of terrorism (except for that indicated in the individual Cover) and vandalism;
- e) atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles.

For ASSISTANCE COVER, claims consequent to the following are also excluded:

- a) attempted suicide or suicide;
- b) use of motor boats for all sports activities (whether amateur, recreational or professional) with the exclusion of water-skiing (apart from platform jumps) and fishing;
- c) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- d) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- e) injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, kite-surfing, air sports in general, acts of bravado, racing in motor cars, water motorcycles and motorcycles and related trials and training and all injuries suffered as a consequence of sports practice professionally;
- f) illness or injury consequent or deriving from a state of drunkenness or abuse of drugs and the non-therapeutic use of drugs and hallucinogenic products;
- g) removal and/or transplant of organs;
- h) all activities involving the use of mines, arms and/or dangerous substances, explosives, access to mines, digs and/or quarries and the extraction of earth and sea;
- i) anything else not specifically indicated in the individual covers.

In addition, the MEDICAL EXPENSES COVER does not cover claims due to:

- a) attempted suicide or suicide;
- b) use of motor boats for all sports activities (whether amateur, recreational or professional) with the exclusion of water-skiing (apart from platform jumps) and fishing;
- c) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;

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- d) illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- e) voluntary, non-therapeutic abortion;
- f) injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, kite-surfing, air sports in general, acts of bravado, racing in motor cars, water motorcycles and motorcycles and related trials and training and all injuries suffered as a consequence of sports practice professionally;
- g) illness or injury consequent or deriving from a state of drunkenness or abuse of drugs and the non-therapeutic use of drugs and hallucinogenic products;
- h) pathological states relating to HIV infection;
- i) removal and/or transplant of organs;
- j) all activities involving the use of mines, arms and/or dangerous substances, explosives, access to mines, digs and/or quarries and the extraction of earth and sea;
- k) injury existing at the beginning of the journey;
- l) non-urgent dental treatment, dental prostheses and dental pathologies;
- m) stays at thermal establishments, in specialised care homes for nervous and tubercular diseases, in residential and convalescence homes, rest homes, even if classified as healthcare institutes.
- n) trips you make for the purpose of visits, checks and admissions.

For the TRAVEL CANCELLATION COVER, claims are also excluded as due to:

- a) all foreseeable causes and/or causes known to you and the Contracting Party at the time of booking the Travel;
- b) consequences and/or complications of injuries that took place prior to confirming the Travel;
- c) bankruptcy of the Carrier or Travel Agency or Organiser;
- d) epidemics classed as pandemics, of such a severity and virulence as to entail a high level of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population, quarantine;
- e) to causes or events not specified in Art. "Subject of the Insurance" letter C.;

FLIGHT DELAY COVER also excludes:

- a) events known or occurring up to eight hours before the scheduled time of departure.

For LUGGAGE AND PERSONAL EFFECTS COVER, claims are also excluded:

- a) occurring during travel on motor vehicles of any power;
- b) for theft of luggage in the vehicle;
- c) caused to sports equipment during use;
- d) due to forgetting, lack of care or mislaying by yourself;

For SAMPLE LOSS, THEFT OR DESTRUCTION COVER, claims are also excluded:

- a) due to cancellation of the Travel due to loss, theft or destruction of samples, demonstration material or prototypes, before the date of departure for the Travel;
- b) due to theft of these samples from any vehicle;
- c) due to confiscation, seizure or destruction of the same samples, by order of an administrative authority.

THIRD-PARTY LIABILITY COVER also excludes damages:

- a) to movable and immovable objects that you have in delivery and/or custody by any title;
- b) deriving from the exercise of a profession or salaried activity;
- c) deriving from the ownership, possession, use and driving of motor vehicles in general, without prejudice to the case where it is merely started by children aged under 14 years old;
- d) deriving from the holding of toxic or radioactive substances and from the pollution of the soil, air and water;
- e) deriving from the exercise of hunting, model aircraft, parachuting and air sports in general;
- f) deriving from the ownership of a house or apartment and the related plants.

INJURY COVER also excludes accidents caused:

- a) by driving any motor vehicle or boat, if the Insured Party is not authorised under current law, except where driving with an expired licence, but as long as, at the time of the claim, the Insured Party meets the requirements for renewal;
- b) by use, as pilot or passenger, of aircraft, including hang-gliders, ultra-light aircraft, paragliding, without prejudice to the provisions of point 5 above, "Flight risk" of art. "SUBJECT OF THE INSURANCE" letter F;

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- c) by mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
 - d) by drunkenness, abuse of drugs, use of drugs and hallucinogenic substances;
 - e) by surgery and medical treatments or examinations not made necessary by the injury;
 - f) by the participation of the Insured Party in crimes they have committed or attempted;
- Injury caused by practising the following is also excluded:
- g) sports involving the use of motor vehicles and boats;
 - h) parachuting;
 - i) the following other sports: boxing, fighting in all its forms, heavy athletics, rugby, American football, caving, rock or ice climbing, free climbing, sledging, bob sleighing, acrobatic skiing, kite-surfing; platform jumps with skis or water skis, diving with breathing apparatus;
 - j) sports that are the main or secondary professional activity of the Insured Party and which have not been declared;
 - k) all activities involving the use of mines, arms and/or dangerous substances, explosives, access to mines, digs and/or quarries and the extraction of earth and sea;
 - l) carrying out activities of fire-fighting, fire technician, diver, acrobat, stunt person, stand-in and pilot or crew of aeroplanes.

The LEGAL PROTECTION DURING TRAVEL COVER is not provided in the following cases:

- a) disputes deriving from wilful acts by the Insured Party;
- b) disputes consequent to popular tumult, acts of war, revolutions, earthquakes, flooding, volcanic eruptions, strikes or lock-downs or consequent to the possession or use of radioactive substances;
- c) disputes deriving from tax, fiscal and administrative disputes;
- d) disputes relating to family and succession law;
- e) disputes deriving from appeals and oppositions against pecuniary sanctions applied by administration;
- f) disputes deriving from the ownership and use of boats and similar with motors and the ownership and use of motor vehicles requiring compulsory third party liability insurance;
- g) disputes deriving from disputes connected with anti-trade union behaviour (as established by Art. 28 of the Workers' Statute) and disputes relating to collective redundancies;
- h) disputes deriving from disputes relating to patent rights, trademarks, copyright, unfair competition, relations between shareholders and directors and disputes deriving from agency agreements as well as for disputes relating to an agent and/or representative;
- i) disputes deriving from debt collection disputes;
- j) disputes relating to tender and/or subcontracting contracts;
- k) disputes relating to property lease contracts;
- l) disputes for property purchase and sale contracts;
- m) disputes relating to corporate mergers, modifications and transformations;
- n) disputes between Contracting Party and non-employed collaborators;
- o) disputes for operations in construction, transformation and property restructuring works, for which building permits are necessary;
- p) disputes worth less than Euro 250.00;
- q) contractual disputes with Europ Assistance;
- r) disputes not indicated in art. "Subject of the Insurance" letter G.



Are there limits to cover?

Art. 23 - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Terms and Conditions.

The link below gives an updated list of the countries subject to sanctions

<https://www.europassistance.it/contenuti-utili/international-regulatory-information>

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Please note!

If you are a “United States Person” and you are in Cuba, in order to receive the assistance and Compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws. If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay Compensation.

Art. 24 - LIMITS TO THE COVER

- **CONTINUED STAY ABROAD**

You can stay abroad for a maximum of 180 consecutive days during the validity of this Policy. **You are not insured for claims that occur after 180 days.**

- **AGE LIMITS**

This policy insures people aged no older than 75 years old.

If you turn 75 years old during the policy period of validity, we will in any case consider you as insured until the expiry date.

Any collection of premiums due thereafter by Europ Assistance, shall give the Contracting Party the right to request that they be returned, with the application of legal interest, at any time.

- **DISASTER LIMIT IN THE CASE OF TERRORISM**

If you are involved in an act of terrorism that also involves other insured parties of Europ Assistance, Europ Assistance, for the cover

- 1. Assistance
- 2. Medical expenses

afforded in total and for all its insured parties, guarantees a limit to liability of Euro 10 million per Disaster.

If the above limits to liability is not sufficient to pay all insured parties involved, Europ Assistance will reduce the reimbursements/indemnities/provisions of each individual insured party considering the limits of liability indicated in their policies. For insured parties with no limit to liability, Europ Assistance reduces the reimbursements, keeping Euro 1 million as reference limit to liability.

The total amount of costs cannot exceed the limit to liability.

A) ASSISTANCE COVER

- The assistance services are supplied up to three times per insured party, per type within the period of policy duration.

- **LIMIT TO LIABILITY**

Europ Assistance will not compensate damages

- caused by the intervention of the Authorities of the country in which assistance is given,
- consequent to any other random and unforeseeable circumstances.

It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government Authorities.

- **SINGLE ASSISTANCE LIMITS**

Europ Assistance for **ROADSIDE ASSISTANCE** will not pay you:

- cost of spare parts and any other repair costs;
- costs for the use of extraordinary equipment, if required to recover the vehicle;
- towing costs, if the vehicle was immobilised while circulating off the public road or equivalent areas (e.g. off-road trails).

Europ Assistance for **BREAKDOWN ASSISTANCE** will not pay you:

- cost of spare parts and any other repair costs;
- costs for the intervention of extraordinary vehicles;
- intervention costs, if the vehicle suffered the failure while circulating off the public road or equivalent areas (e.g. off-road trails).

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- **LIMITS TO INTERVENTION**

Europ Assistance shall not guarantee intervention and the consequent timely provision of the service in the event of war, armed fight or uprising, even in limited geographic areas, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism and epidemics/pandemics.
In any case, interventions will be carried out in compliance with instructions given by local and international authorities.

B) MEDICAL EXPENSES REIMBURSEMENT COVER

- **LIMITS**

Europ Assistance will not pay you for:

- all expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment and/or all expenses incurred without the authorisation of the Organisational Structure, except where it has been proven that it was impossible to make the report;
- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
- expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses;
- expenses for controls visits carried out upon return to the place of residence, for situations that are the consequence of an illness that began during travel, more than 60 days after return;
- expenses incurred for illness or injury that has led to a claim we have already refunded to you and which took place during the travel;
- medical and hospital expenses that can be postponed to your return to the residence.

Also, for point 1. Medical/pharmaceutical/hospital expenses are subject to the following limits:

- **FIXED EXCESS CHARGE**

Europ Assistance will settle the expenses by applying an **excess of Euro 75.00** to each expense .
The excess is applied only to expenses incurred without hospitalisation and without assumption of responsibility.

Example of a fixed excess:

if the agreed excess is a fixed amount of Euro 75.00:
expenses lower than Euro 75.00 will not be compensated
expenses amounting to more than Euro 75.00 will be reimbursed after a Euro 75.00 deduction (within the limits of the maximum cover).

Specialist visit	Euro 175.00
Fixed excess	Euro 75.00
Reimbursement	Euro 100.00

- **LIMITS TO INDEMNITY:**

If a maximum limit of more than Euro 300,000.00 has been chosen, **Europ Assistance will pay directly or reimburse the medical expenses incurred as a result of a chronic illness up to a maximum limit of Euro 300,000.00 per insured person, per claim and per duration of the trip.**

Also, for point 2. The following limits apply to hospitalisation daily allowances abroad:

- **FIXED EXCESS CHARGE**

Europ Assistance does not pay you for the first three days of your stay.

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- **LIMITS**

The day you enter and the day you leave the hospital are counted as one day regardless of the time you enter or leave.

Example of per diem calculation:

total days of hospitalisation 10
the first and last day counts 1 (10-1=9)

3 days' excess

Total days paid 9-3=6

Euro 50.00 x 6 days = Euro 300.00

C) TRAVEL CANCELLATION COVER

- **LIMITS**

Europ Assistance will not pay you for:

- deposits and/or advances that are not justified by penalty tax documents;
- incentive trips.

D) LUGGAGE COVER (OPTIONAL)

- **LIMITS**

Europ Assistance does not indemnify you the following for "LUGGAGE AND PERSONAL EFFECTS" cover:

- cash, cheques, stamps, tickets and travel documents, souvenirs, coins, objects of art, collections, samples, catalogues, goods, helmet, professional equipment, documents other than ID cards, passports and driving licences;
- goods other than items of clothing, which were delivered, even with the clothes, to transport companies, including the airline;
- fixed accessories and services of the vehicle (including removable radios or players).

Europ Assistance does not pay you the following for "COSTS FOR THE DELAYED DELIVERY OF LUGGAGE" cover:

- the case of delayed delivery of luggage in the airport of your city of residence;
- expenses incurred after receipt of the luggage.

E) CIVIL LIABILITY COVER (OPTIONAL)

- **PERSONS NOT CONSIDERED AS THIRD PARTIES**

The following are not considered as third parties:

- a) The spouse, the cohabiting partner more uxorio, the parents and children of all the insured parties;
- b) the persons who suffer the damage while working for you or providing you with a service.

F) INJURY COVER (OPTIONAL)

- **FIXED EXCESS ON PERMANENT INVALIDITY**

The insured capital for Permanent Invalidity is subject to the following **fixed absorbing excess of 15%**:

- of 2.5% up to Euro 250,000.00 of insured capital
- of 5% over Euro 250,000.00 of insured capital

By way of example:

- on insured capital of Euro 250,000.00 for Permanent Invalidity equal to or less than 2.5%, no indemnity is due; for Permanent Invalidity in excess of 2.5%, indemnity is only recognised for the portion exceeding 2.5%.
- on insured capital between Euro 250,000.00 and Euro 1,000,000.00 for Permanent Invalidity equal to or less than 5.0%, no indemnity is due; for Permanent Invalidity in excess of 5.0%, indemnity is only recognised for the portion exceeding 5.0%.

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If the Permanent Invalidity should exceed 15.0% of the total, the indemnity will be liquidated without deducting any excess charge.

Example of a fixed excess:

Permanent invalidity established as 6.0%
Insured capital Euro 500,000.00

Function:

On the first Euro 250,000.00, the percentage of Permanent Invalidity of 3.5% shall be applied, calculated applying an excess charge of 2.5%:

$$(6\% - 2.5\%) = 3.5\%$$

% invalidity recognised - % excess charge applied = % invalidity to be liquidated

On the remaining Euro 250,000.00, the percentage of Permanent Invalidity of 1.0% shall be applied, calculated applying an excess charge of 5.0%:

$$(6\% - 5.0\%) = 1.0\%$$

% invalidity recognised - % excess charge applied = % invalidity to be liquidated

- **DISASTER LIMIT IN THE CASE OF NATURAL DISASTERS**

If you are involved in a Natural Disaster that also involves other insured parties of Europ Assistance, Europ Assistance for total INJURY cover and for all its insured parties involved, guarantees a limit to liability of Euro 1 million per event.

If this limit to liability is not sufficient to pay all insured parties involved, Europ Assistance will reduce the indemnities proportionally of each individual insured party considering the limits of liability indicated in their policies.

The total amount of costs cannot exceed the limit to liability set out in this paragraph.

G) LEGAL PROTECTION COVER (OPTIONAL)

- **LIMITS TO THE SUBJECT OF THE COVER**

Europ Assistance does not pay:

- fines, monetary penalties and pecuniary sanctions in general;
- expenses liquidated in favour of the civil parties filing an appearance against the Insured Party in criminal proceedings (Art. 541 of the Italian Code of Criminal Procedure);
- the lawyer's travel expenses;
- expenses connected with the execution of imprisonment penalties and the custody of objects.

- **COEXISTENCE OF CIVIL LIABILITY COVER**

If there is another operative insurance cover guaranteeing you Third Party Liability cover, this Policy, within the limits of the cover guaranteed and any additional conditions acquired, applies as second risk, i.e. after using up the maximum cover due by the Third Party Liability Insurer for the expenses of defending and losing. In all other cases and if you have D. & O. insurance cover or in the event of civil action in the context of criminal proceedings, the policy operates at first risk.

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SECTION III – OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE



What are your obligations? What are your insurer's obligations?

Art. 25 - OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

A) ASSISTANCE COVER

In case of a Claim, you must call the Organisational Structure at the numbers immediately:

800.083.723 valid for calls from Italy

+39. 02.58.24.59.42 valid for calls from Italy and abroad

If you cannot call the Organizational Structure immediately because you do not have the possibility, you must call as soon as possible and always before taking any personal initiative.

If you do not telephone the Organisational Structure, Europ Assistance may decide not to provide you with Assistance Services.

In this case, Art. 1915 of the Italian Civil Code applies.

FOR ALL COVER OTHER THAN ASSISTANCE AND LEGAL PROTECTION COVER

You will need to report your claim in the following ways:

- by accessing the portal <https://sinistrionline.europassistance.it> following the instructions (or accessing directly the site www.europassistance.it in the "report the claim" section). If you use the on-line report system you will receive within 24 hours the references of the file you can, supplement the documentation and consult the status of your claim whenever you think it necessary. Those reporting a claim on-line can also use a freephone number (800.90.48.91) from 08:00 to 20:00 on Mondays to Saturdays.

or

- by writing a letter sent recorded delivery with advice of receipt to **Europ Assistance - Ufficio Liquidazione Sinistri (Claims Settlement Office) (indicating the cover for which you are reporting the claim) - Piazza Trento, 8 20135 Milan;**

or

- by sending an e-mail to turismo@europassistance.it

or

- faxing 02- 58.47.70.19

You must provide the following data/documents:

- first name, last name, address, telephone number, tax code;
- Policy number;
- the cause of the claim;
- the place where you or the persons responsible for the claim can be contacted.

The time frame for reporting the claim is indicated in the individual cover

IN DETAIL FOR EACH ITEM OF COVER YOU MUST PROCEED AS FOLLOWS:

B) MEDICAL EXPENSES REIMBURSEMENT COVER

You must report **within 60 days from the date of the claim** and send the following documentation:

- authorisation to the processing of personal data by including the following declaration in the report, which must be signed by the insured party: "I hereby authorise Europ Assistance Italia S.p.A. to process my personal data, including sensitive data, to evaluate the liquidation of the claim";
- First Aid certificate prepared in the place of the claim, stating the pathology suffered or medical diagnosis certifying the type and method of the injury suffered;
- in the event of hospitalisation, a copy of the clinical record;

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- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for any purchase of medicinal products with original receipts of the medicinal products purchased.

For the Per diem cover for hospitalisation, you must send the following documentation:

- a description of what happened;
- a copy of your medical records.

C) TRAVEL CANCELLATION COVER

You must notify Europ Assistance of the request for cancellation of the travel made to the travel organisation or agency

You must report the claim within **5 days of the occurrence of the claim** and send the following documentation:

- medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
- medical records attesting to your inability to make the travel;
- in the event of hospitalisation, a complete copy of the clinical record;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- statement of booking confirmation;
- invoice of the Organisation in relation to the penalty charged;
- travel regulation and programme;
- travel documents (visas, etc.);
- travel booking contract.
- original copies of unused travel tickets.

For the Flight Delay cover you must send the following documentation:

- documentation certifying the actual time of departure, which you must ask the airline directly;
- booking confirmation (or other document issued by the travel agency) proving the issuance of travel tickets
- copy of the tickets/boarding pass;
- last convocation sheet of the travel organisation or agency
- last update time communicated by the travel organisation or agency.

For the Expenses for reimbursement of crisis situations cover, you must send the following documentation:

- the reason for the interruption or change;
- receipt of payment of the ticket for transport;
- receipt of payment of the hotel accommodation;
- original copies of unused travel tickets.

D) LUGGAGE COVER (OPTIONAL)

You must report **within 60 days from the date of the claim** and send the following documentation:

- true copy of the declaration with the stamp of the Police Authorities of the place in which the event occurred;
- the circumstances of the event;
- list of items stolen with dates and values of purchase and related documentation certifying possession by the Insured Party prior to the claim (receipts or purchase receipts);
- copy of the letter of complaint submitted to the hotelier or other party responsible for the damages and their letter of reply;
- proof of expenses incurred in having documents re-issued, if applicable;
- original copies of invoices, receipts or tax receipts, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out, showing the value of the damaged or removed goods and their date of purchase;
- invoice for the repair or declaration of irreparable damage relating to goods damaged or removed, prepared on headed paper of a dealer or specialist in the sector.

Only if the entire or part of the luggage delivered to the airline should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the Luggage Irregularity Report (PIR) made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the airline with claim for compensation and letter of reply sent by the carrier.

For the cover "Expenses for delayed delivery of luggage", you must send a declaration made by the airport management company or the carrier company certifying the delayed delivery of luggage beyond the 12 hours and the time of actual delivery.

For the cover Loss of theft or destruction of samples you must report the theft to the authorities of the country where you are within 24 hours of the incident.

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You must send the following documentation:

- original copy of the report you made to the authorities of the country in which you were staying
- original copies of unused travel tickets.

E) CIVIL LIABILITY COVER (OPTIONAL)

You must report **within 60 days from the date of the claim** and send the following documentation:

- circumstanced description of the facts that resulted in the damages being caused to third parties and, where required, a copy of the report made to the Competent Authority;
- any request for compensation for damages by the damaged third party;
- any photographic reproduction of the objects or parts of the objects damaged.

F) INJURY COVER (OPTIONAL)

You must report **within 3 days from the date of the claim** and send the following documentation:

- medical certificate drawn up on the spot;
- medical certificates documenting the progress of the injuries.

You or, in the event of death, the beneficiaries, must allow Europ Assistance to conduct all investigations, evaluations and assessments necessary in Italy.

For the claims management of all cover:

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

You are obliged to provide them.

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

This is established by the Italian Civil Code under Art. 1915.

Art. 1915 of the Italian Civil Code: this article explains what happens to the insured party if they do not report the claim to their insurer in the time in which they requested it.

The insurer will compensate the insured party for the damage suffered by the insured party.

If the insured party deliberately acts in such a way as to cause or aggravate the damage, the insurer may not pay for it.

If the insured party involuntarily causes or aggravates the loss, the insurer may pay less.

G) LEGAL PROTECTION COVER (OPTIONAL)

1. **You must report any claim as soon as it occurs and/or you become aware of it**, by accessing the portal www.sinistrionline.europassistance.it and following the instructions (or accessing the website directly at www.europassistance.it claims section), or sending a written report to **Europ Assistance Italia S.p.A., Ufficio Liquidazione Sinistri "Tutela Legale" (Claims Liquidation Office "Legal Protection")**, Milan, Piazza Trento n° 8, Fax 02 58384210, Freephone number 800.085820.
2. **In any case, you must send Europ Assistance a copy of all acts received, within 7 (seven) days of the date of receipt.**
3. **You must specify the registered number and/or any other element useful to correctly identifying the proceedings.**

• SUPPLY OF EVIDENCE AND DOCUMENTS REQUIRED TO PROVIDE THE INSURANCE COVER

You must:

- inform Europ Assistance immediately, completely and truthfully of all details of the claim and indicate the proof and documents bearing this out, and, at request, make them available;
- confer a power of attorney upon the lawyer appointed to protect their interests and inform them fully and truthfully of all facts, providing evidence and all possible information and procuring the necessary documents.

• CLAIM MANAGEMENT AND FREE CHOICE OF LAWYER

A) Attempt at amicable settlement (out of court)

Upon receipt of the claim, Europ Assistance tries, where possible, to manage **the out-of-court settlement of the dispute** in order to reach an amicable settlement. **Europ Assistance reserves the right to delegate out-of-court management to lawyers of its own choice or chosen by the Insured with the prior approval of Europ Assistance, even before mediation**

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bodies. The Insured Party may not take any initiative or action, reach any agreements or Transactions without the prior approval of Europ Assistance. In the event of breach of these requirements, the Insured Party forfeits their right to be indemnified for the Claim.

B) Choice of the lawyer or expert

If an amicable settlement cannot be reached to the dispute (out of court, as identified under point A), or when the nature of the dispute excludes any possibility of an amicable settlement promoted by Europ Assistance, or when there is a conflict of interest between Europ Assistance and the Insured Party, or when a defence is necessary in a criminal setting covered by the insurance, the Insured Party has the right to choose a lawyer of its trust to protect their interests, as long as said lawyer is **registered with the official list of lawyers of the Court Office competent for the dispute or of the place of residence of the Insured Party**, informing Europ Assistance of the appointment. If the dispute or criminal proceedings should be rooted in a district of a court of appeal that differs from that of the residence of the Insured Party, they shall have the right to choose a lawyer operating in the district of the court of appeal of their residence, in any case providing Europ Assistance with name; in this case, Europ Assistance will also reimburse any expenses incurred exclusively in the legal setting, for a Lawyer corresponding (domiciliary expenses) to the quantity limits set forth in the Policy.

Any Insured Party not intending to exploit their right to choose a lawyer may ask Europ Assistance to provide the name of a Lawyer to appoint to protect their interests. The power of attorney conferred upon the appointed Lawyer must be issued by the Insured Party, who must provide them with all necessary documentation. Europ Assistance will confirm the professional appointment made on the lawyer.

If it should be necessary to appoint a party's expert witness, this must be agreed in advance with Europ Assistance.

Europ Assistance will in any case reimburse the expenses of a Lawyer and/or expert even if the Insured Party has appointed different lawyers/experts.

Europ Assistance is not responsible for the work of lawyers, technical consultants and experts.

C) Revocation of the appointment of the designated Lawyer or renunciation of the appointment by them

In the event of revocation of the professional appointment of the lawyer by yourself and subsequent appointment of a different lawyer during the same level of proceedings, Europ Assistance will reimburse the expenses of only one lawyer, at your choice. If the revocation of the professional appointment takes place after completion of a level of proceedings, Europ Assistance will in any case also reimburse the expenses of the lawyer appointed for the new level of proceedings.

In the event of renunciation by the appointed lawyer, Europ Assistance will reimburse both the expenses of the lawyer originally appointed and those of the new appointed lawyer, as long as the renunciation is not a result of an objective evaluation of recklessness in the dispute.

D) Obligations of the Insured Party with regards to lawyers' and experts' fees. Reimbursements of expenses incurred by the Insured Party in managing the dispute.

The Insured Party may not reach agreements with the Lawyers and experts on their fees, without the prior consent of Europ Assistance. In the event of failure to fulfil this obligation, the Insured Party forfeits their right to be indemnified. Upon definition of the dispute, Europ Assistance will reimburse the Insured Party for all expenses incurred (up to the maximum limit established in the Policy and less any fixed and variable excess charges), as long as said expenses cannot be recovered from the counterparty.

E) Disagreement between the Insured Party and the Company

If the Insured Party and Europ Assistance should disagree on the interpretation of the Policy and/or Claim management, Europ Assistance undertakes to notify the Insured Party of their right to apply for arbitration proceedings and the decision will be submitted, without excluding legal procedures, to an arbitrator designated by mutual agreement of the parties or, for lack of any such agreement, by the President of the Court with territorial jurisdiction to rule on the dispute. The arbitrator will rule according to fairness.

The expenses of the arbitration will be assigned as follows:

- in the event of a result that is partially or entirely favourable to Europ Assistance, they will be split 50% to each of the two parties;
- in the event of a result that is entirely in the favour of the Insured Party, they must be paid in full by Europ Assistance.

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- **RECOVERY OF AMOUNTS**

Europ Assistance will have the right to recover any fees, competences and expenses liquidated during the legal proceedings or settlements with the counterparty, as it may have paid in advance.

Art. 26 - CRITERIA FOR LIQUIDATION OF DAMAGES

D) LUGGAGE COVER (Optional)

- **CRITERIA**

If a carrier is liable for damages to your luggage, Europ Assistance will pay you up to the limit to liability envisaged in the Policy, supplementing the portion already reimbursed by the carrier liable for the event.

In the case of objects purchased no more than three months prior to claim, reimbursement will be according to purchase value, if proven by relevant documentation.

In the event of damage, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

In the event of reimbursement in relation to mobile telephones, personal computers and tablets, this reimbursement will be made to the Contracting Party except where the insured party can show ownership of said assets.

For those registered with A.I.R.E., damages will be paid via the Contracting Party.

E) CIVIL LIABILITY COVER (Optional)

- **MANAGEMENT OF DISPUTES AND DEFENCE EXPENSES**

Europ Assistance shall, insofar as it is interested therein, manage disputes both in and out of court, civil and criminal, on your behalf, designating, where appropriate, lawyers or technicians and availing itself of all rights or actions due to you. You are expected to cooperate to facilitate the management of such disputes and to appear personally in court whenever the procedure so requires. Europ Assistance has the right to claim against you for any damages caused to it as a result of breach of such obligations. Europ Assistance shall pay for the costs incurred in defending against a claim brought against you, **up to the limit of one quarter the maximum cover established in the Policy for the damages to which the claim refers.**

If the amount due to the damaged party should exceed said maximum cover, the expenses will be shared by Europ Assistance and yourself, proportionally to their respective interests. Europ Assistance shall not pay for any expenses incurred by you for lawyers or technicians they have not designated and shall not pay for any fines or suchlike nor the costs of criminal justice.

F) INJURY COVER (Optional)

- **CRITERIA FOR POTENTIAL INDEMNITY**

Europ Assistance pays you indemnity for the direct, exclusive and objectively seen consequences of the injury.

If, at the time of injury, you are not physically intact and healthy, only the consequences that would have been suffered in any case, had the injury struck a person who is physically intact and healthy will be indemnified by Europe Assistance.

In the event of anatomical loss or functional reduction of an organ or limb that had already been partially lost, the percentages pursuant to the Article entitled "SUBJECT OF THE INSURANCE", point "Permanent invalidity" are reduced to consider the level of pre-existing invalidity.

For those registered with A.I.R.E., the assessments and/or appraisals of the quantification of the indemnity must be carried out in Italy and payment of the damages will be made to the Contracting Party.

- **WAIVER OF THE RIGHT OF SUBROGATION (Art.1916 of the Civil Code)**

Europ Assistance waives the right to ask the person who caused you the accident for the amount that Europ Assistance paid you.

- **ASSESSMENT OF THE DAMAGES - INFORMAL ARBITRATION**

In the event of any disagreement between yourself and Europ Assistance on the potential indemnity of the claim, the Parties shall have the right to entrust settlement of the Dispute by writing to two doctors, with one appointed by each party, who shall meet in the Municipality in which the Forensic Medicine Institute nearest to the place of residence of the Insured Party.

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Where there should be any divergence on the foregoing, these doctors will constitute a medical Panel comprising themselves and a third party doctor appointed by them or, should they fail to agree, by the Council of the Order of doctors with jurisdiction in the place where the Panel of doctors meets. The third doctor thus appointed will Chair the Panel. The medical Panel resides in the municipality nearest to the place of residence of the Insured Party, site of the Forensic Medicine Institute. Each Party shall pay for its own expenses and remunerate the doctor it has designated, paying half the expenses and fees of the third doctor.

Decisions of the medical panel are taken by majority vote with complete dispensation from all legal formalities; they are binding on the Parties, which hereby waive any challenge of such, save cases of violence, misconduct, error or violation of contractual clauses.

The results of the arbitration must be set out in specific minutes to be prepared as two copies, one for each Party.

Decisions of the medical panel are binding on the Parties even if one of the doctors should refuse to sign the related minutes; said refusal must be noted by the arbitrators in the definitive minutes.

This is in any case without prejudice to your right to contact the legal authorities.

HOW TO CONTACT EUROP ASSISTANCE

To ask for help and payment of medical expenses, call the following numbers:

800.083.723 from Italy
+39. 02.58.24.59.42 from Italy or abroad.

If you cannot telephone, you can send:

- a fax to 02.58477203
- or
- an e-mail to sanitario@europassistance.it.

The Europ Assistance Organisational Structure answers the telephone 24 hours a day and is at your complete disposal, ready to help you or inform you of the most appropriate procedures by which to solve any problem in the best possible way, as well as to authorise any expenses.

IMPORTANT: do not do anything until you have called the Organisational Structure

In order to provide the services/guarantees given in the Policy, Europ Assistance must process the data and to this end requires, in accordance with Regulation EU 2016/679 on personal data processing in the event of the processing of data concerning health, your consent. By contacting or having Europ Assistance contacted, the Insured Party therefore gives free consent to the processing of their personal data relating to health, as indicated in the Privacy Disclosure received.

For information on the Policy, the freephone number is available from Italy (800-013529) from Monday to Saturday, excluding public holidays, from 08:00 to 20:00.

BUSINESS PASS FLAT SOLUTION 2.0 – Privacy disclosure

WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA SPA?

Disclosure on the processing of personal data for insurance and commercial purposes (in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

Personal data is information about a person which enables said person to be distinguished from others. Personal data includes, for example, name and surname, ID card or passport number, information on health, like illnesses or injuries and information about offences and criminal sentences.

There are rules¹ that govern personal data to protect it from incorrect use. Europ Assistance Italia complies with these rules and this is another reason why it wishes to inform you about what it does with your personal data².

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the **Data Protection Officer** c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail UfficioProtezioneDati@europassistance.it

Why does Europ Assistance Italia use Your Personal Data and what happens if you do not supply it or do not authorise its use?

Europ Assistance Italia uses your Personal Data, if necessary including that relating to your health or offences and criminal sentences, for the following *insurance purposes*:

- to carry out the activities envisaged by the policy, i.e. supplying the SERVICES and GUARANTEES; to carry out the insurance business, i.e. for example to propose and manage the policy, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position if the SERVICES and GUARANTEES involve geolocation, is processed to comply with the contract; in order to process, where necessary, your Data relating to your health, you will need to give consent; in the on-line purchase and quotation process of some policies, *automated decision-making processes* are used, which may make it impossible to purchase the policy: you can contact Customer Services for more explanations.
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of buildings and computer instruments: your Data, including that relating to your health, for which you have granted your consent, or that relating to criminal convictions and offences, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Policy and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or offences or criminal sentences, shall be processed to comply with the law or regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for *insurance purposes* and, therefore, will also be unable to provide the GUARANTEES and SERVICES.

Moreover, in giving consent, you may authorise Europ Assistance Italia to use your Personal Data (not that relating to your health or criminal convictions) for the following *commercial purposes*:

1. to receive advertising or special offers for you of Europ Assistance Italia products, to allow us to contact you to find out what new service you would like and how you got on when you needed the service you used. We will carry out these activities by sending you a letter, fax or e-mail, contacting you by telephone or sending you a message to your mobile telephone³;
2. to send your Personal Data to Europ Assistance Vai SpA⁴, which will use it to send you advertising or special offers for advertisement of Europ Assistance Vai products, to contact you to find out what new service you would like and how you got on when you needed the service you used. Europ Assistance Vai will carry out these activities by sending you a letter, fax or e-mail, contacting you by telephone or sending you a message to your mobile telephone. The disclosure of Europ Assistance Vai is on the website www.europassistance.it/Privacy-vai;
3. for profiling, including using computers, i.e. an analysis of the products and services you have used, with the aim of identifying your needs/preferences and thereby improve our offer. This analysis will be carried out by means of *automated decision-making processes*.

To receive the policy PROVISIONS and COVER, we do not need authorisation for *commercial purposes*.

¹ The European Personal Data Processing Regulation EU 2016/679 (hereinafter referred to as the "Privacy Regulation") and primary and secondary Italian legislation

² Europ Assistance Italia operates as Data Controller in accordance with the provisions of the Privacy Regulation

³ This authorisation is requested not only by the Privacy Regulation but also by insurance regulations

⁴ Europ Assistance Vai will use the Personal Data as autonomous Data Controller.

BUSINESS PASS FLAT SOLUTION 2.0 – Privacy disclosure

How does Europ Assistance Italia use Your Personal Data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies⁵, Europ Assistance Italia uses the Personal Data it has obtained from yourself or other people (such as, for example from the Policy contracting party, a relative of yours or your attending physician, a travel companion or a supplier) both on paper and computer or app.

For *insurance and commercial purposes*, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and other subjects carrying out technical, organisational and operative tasks⁶. According to the activities to carry out, Europ Assistance Italia may use Your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of Your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You are entitled to obtain information and, if appropriate, a copy of the guarantees given in transferring your Personal Data outside the European Union, by contacting the Data Protection Office.

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

For how long will Europ Assistance Italia keep Your Personal Data?

Europ Assistance Italia keeps Your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The Common Personal Data collected on any occasion (for example, agreeing a Policy, requesting a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by Yourself over time to the consent/refusal. You retain the right to object at any time to said processing and to request that Your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all the aspects not specified herein, storage terms are ten years, as per Art. 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

What are your rights in protection of Your Personal Data?

In connection with the processing of Your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can you exercise your rights in protection of Your Personal Data?". Rights can also be exercised with regards to Europ Assistance Vai if you have given consent to processing for the purposes of the commercial promotion of Europ Assistance Vai products.

You have the right to submit a complaint to the Italian Data Protection Authority; more information is available from the website www.garanteprivacy.it.

How can you exercise your rights in protection of Your Personal Data?

- To find out what personal data of yours is used by Europ Assistance Italia or Europ Assistance Vai (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of Your Personal Data processed by Europ Assistance Italia or Europ Assistance Vai;

⁵ These subjects, in accordance with the Privacy Regulation, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

⁶ To the Policy Contracting Party, other branches of Europ Assistance, companies of the Generali Group and other subjects, such as, for example insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.

BUSINESS PASS FLAT SOLUTION 2.0 – Privacy disclosure

- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your personal data for direct marketing purposes
- if the processing performed by the company is based on your consent, to withdraw your consent granted at any time, without prejudice to the fact that withdrawing previously granted consent does not affect the lawfulness of processing performed with your consent prior to withdrawal.

you can write to:

Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan,
or by e-mail: UfficioProtezioneDati@europassistance.it

Changes and updates to the Disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website www.europassistance.it, where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

Annex A - Glossary

GLOSSARY

Home: building or portion of building used exclusively for the inhabitation, recorded residence of the Insured Party.

A.I.R.E.: Anagrafe degli Italiani Residenti all'Estero [Database of Italians resident abroad].

Arbitration: an institution with which the parties, by mutual agreement, waive their right to bring proceedings before the ordinary judicial Authority for the resolution of disputes concerning the interpretation or performance of the contract.

Insured Party: the natural person registered in the LUL (Single Employment Register), resident in a European Union Member State or with the A.I.R.E. (Database of Italians resident abroad), employed by the Contracting Party, travelling for the Contracting Party, whose interests are protected by the Insurance. (In the policy we address the Insured Party as YOU)

In the case of Legal Protection, if a dispute involves more than one person insured under this policy, the cover is given in favour of the Contracting Party.

Out-of-Court Assistance: This activity is carried out in order to settle any dispute before the appeal to the court and to avoid it.

Luggage damage: damages suffered by luggage through breakage as a result of collision or impact with fixed or moving objects.

Beneficiary: your heirs or other persons designated by you, to whom Europ Assistance shall pay the amount insured in the event of death.

Company Property: the items owned by the Contracting Party, which they has entrusted to you and which are part of your luggage when you are travelling.

Personal Property: the luggage and personal effects that you own and carry with you. This includes suitcases, trunks and hand luggage and their contents. Personal Property does not include company property and travel documents entrusted to you by the Contracting Party.

Natural Disasters: natural events with disastrous characteristics that have struck violently a whole territory. By way of example: deluge, earth movements and volcanic eruptions.

Deficiency: period in which the policy has no effect. This period shall elapse between the time of conclusion of the insurance contract, or at midnight on the day on which payment is made, if later, and the time from which the guarantee becomes effective in practice.

Family status certificate: document that contains and certifies the information regarding the family nucleus of a person, lists all the family members and specifies the information about them (name, surname, date and municipality of birth, municipality and address of residence). The certificate shows the composition of the family registry, that is, the set of persons bound by bonds of marriage, kinship, affinity, adoption, protection or emotional bonds, usually cohabiting and residing in the same municipality.

Contracting Party: the legal person with registered office in Italy, San Marino Republic or Vatican City, which purchases and signs the Policy Form in Italy, San Marino Republic or Vatican City, for itself or for other persons.

Violation: crime for which the perpetrator answers for their knowing, voluntary actions or omissions, whether conduct is committed with or without intent. Violations are punished by arrest or payment of a fine. **For insurance purposes, in any case no expenses will be reimbursed for violation committed by the Insured Party.**

Single Contribution: the taxation on the expenses of legal acts as established by Italian Law no. 488 of 23 December 1999, Art. 9 - Italian Decree-Law no. 28 of 11.03.2002.

Counterparty: the opposing side in a dispute.

Contractual Dispute: dispute deriving from breach or violation of obligations accepted by the Parties in the form of contracts, pacts or agreements.

Civil action: civil action brought in the course of criminal proceedings;

Crime Committed without Intent: committed without criminal intent, the crime is not committed deliberately or with intent to cause damage and therefore only for negligence, lack of expertise, imprudence or non-compliance with provisions of law. It must be specifically classified as "without intent" by criminal law and charged as such by the legal authority.

Crime Committed with Intent: committed with criminal intent, the crime is committed deliberately and with planning. All crimes not specifically classified as "without intent" by the law are considered as such.

Rights in rem: a right which has as its object a thing and follows it independently from its owner.

Europ Assistance: The insurance company, i.e. Europ Assistance Italia S.p.A. at Piazza Trento n. 8 - 20135 Milan, authorised by Decree of the Ministry for Industry and Trade and Crafts no. 19569 of 02 June 1993 (Official Journal no. 152 of 1 July 1993) and registered with section I of the List of insurance and reinsurance companies under no. 1.00108. Europ Assistance is a Generali Group company, registered with the Official Roll of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A.

Disaster: claim involving more than one person/entity simultaneously, insured for the same risks.

For acts of terrorism, the event must have taken place within 168 hours.

Family member: brother/sister, son/daughter, husband/wife or unmarried partner, partner of the civil union, parent living in the same premises as indicated by the certificate of family status.

Unlawful Act: the event, with or without intent, that caused unfair damages and which obliges the perpetrator to compensate the damages. The unlawful act does not consist of fulfilment or breach of a contractual obligation, but rather of failure to comply with a provision of law or damaging a third party right. The damages arising as a consequence of the unlawful act are referred

Annex A - Glossary

to as "non-contractual" damages, because there is no contract in place between the damaged party and the party responsible for said damages.

Fixed Excess Charge: the sum paid by yourself when the claim is liquidated.

Theft: anyone taking possession of your property by removing it, so as to obtain undue profit for themselves or others.

Failure: damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that you are unable to use the vehicle in normal conditions.

Fire: combustion, with flames, of property outside an appropriate fireplace, with a tendency to spread and propagate.

Criminal Charge: is the charge of the alleged violation of criminal provisions that is notified to the defendant by means of "guarantee information". This information about cover is a communication that must specify the provision violated and the title (with or without intent) of the crime charged.

Indemnity: the amount paid to you by Europ Assistance in the event of a claim.

Injury: the event caused by a violent, external Act of God. The only, direct consequence of the injury are objectively evident physical injuries causing death, permanent disability or temporary disability.

Permanent Invalidity: It is the loss you have forever, to do any job, whatever your profession. It can be total or it can only partially affect you. It must be caused by injury.

Healthcare Institute: the public hospital, clinic or care home, whether in an agreement with the National Health Service or private, duly authorised to provide hospital assistance. **Thermal baths are excluded, along with convalescence and residential homes, dietary and beauty clinics are not considered as healthcare institutes.**

Ivass: Insurance Supervisory Authority.

Illness: a change in health not caused by an injury.

Chronic Illness: illness that is pre-existing as at the start date of the individual insured travel and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

Sudden illness: an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a pathology known to the Insured Party and which arose prior to the start of travel.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the start of the insured travel.

Maximum Cover/Amount Insured: the maximum amount paid by Europ Assistance in the event of a Claim.

Policy Form: the document signed by the Contracting Party and Europ Assistance with all the data of Europ Assistance, the Contracting Party, the Insured Party and a summary of what has been purchased. The Policy Form is part of the Policy.

Mediation: legal institution introduced by Legislative Decree no. 28 of 4 March 2010, for the resolution of conflicts between private parties about available rights.

Vessel: Pleasure rowing, sailing or motor craft with a hull length of 10 metres or less and which therefore does not need to be registered in the Italian Register of Shipping.

Assisted negotiation: agreement provided for by Decree Law no. 132 of 12 September 2014, by which the parties decide to cooperate in good faith and with loyalty to resolve the dispute amicably through the assistance of lawyers enrolled in the register.

Life-Threatening Emergency: when an evaluation by the Europ Assistance doctors, in contact with the patient's appointed doctors, suggest that the clinical and diagnostic situation is likely to result in death.

Continued stay abroad: For those registered with A.I.R.E., this is the time spent in the foreign state of residence in order to carry out their business on behalf of and in connection with the business of the Contracting Party.

Policy: the insurance contract between Europ Assistance and the Contracting Party concerning the cover described in the contract. The Policy consists of:

- the Insurance Conditions, which contain the rules governing the Policy in general, the description of the Guarantees, the exclusions and limitations of the Guarantees, the obligations of the Insured and Europ Assistance;
- the disclosure on the processing of personal data for insurance purposes;
- this glossary.

Premium: the amount paid by the Contracting Party to Europ Assistance for the purchase of the policy.

Time limit: Extinguishing of the right due to failure to exercise it within the legal terms.

Service: (with the exception of the Legal Protection cover), the assistance to be supplied in kind and, therefore, the aid that must be provided when required, by Europ Assistance, through the Organisational Structure. **However, the services shall cease when you are no longer employed by the Contracting Party.**

Complaint: An action by which a person who considers himself offended or harmed by offences that cannot be prosecuted ex officio asks the courts to take action against the offender.

Robbery: It is a criminal offence. Robbery is the theft of something using violence or threat to the person who is holding it in that moment (Article 628 of the Criminal Code)

Crime: violation of criminal provisions. The types of Crimes are envisaged by the Criminal Code or by special rules and are divided up into felonies and criminal offences, according to the different type of imprisonment and/or pecuniary penalties envisaged for them by the law. Felonies are distinguished according to the psychological element of the subject implementing them (see "Crime Committed without Intent" and "Crime Committed with Intent").

Residence: the place in which you live, as shown on a residency certificate.

Hospitalization: a stay in a Healthcare Institute involving at least one night.

Annex A - Glossary

Compensation: the amount paid by Europ Assistance to the damaged third party in the event of a claim.

Risk: the probability that the claim occurs.

Final judgement (final decision): judged is the measure that has become undisputed, i.e. no longer subject to the ordinary means of appeal, either because the time limit for doing so has expired, or because all possible appeals have already been made. Therefore, the measure that has become final is characterised by the indisputable nature of the thing that has been judged, i.e. no judge can rule again on that judgement.

Bag-Snatching: the crime, envisaged by Articles 624 and 625 no. 4 of the Criminal Code, committed by anyone taking possession of the movable property of another person, removing it from its owner with dexterity or snatching it from the hand or person of said other person, in order to procure unjust profit for himself or others.

Excess: the part of the amount of the damages, expressed as a percentage, which remains at the expense of the Insured Party, with a minimum charge that is expressed as an absolute value.

Claim: the damaging event for which the service/insurance guarantee is recognised. Legal Protection Insurance per claim means the onset of the damaging event - namely the dispute - for which insurance cover exists. A claim involving more than one insured party (see also the last paragraph of the Article entitled "ONSET OF THE CLAIM - GUARANTEE START-UP"), shall be considered as a single claim.

Crisis Situation: the situation that occurs when:

- 1) you are expelled from the host country or declared an undesirable person by its authorities;
- 2) the competent authorities of the country of your residence formally recommend avoiding travel or immediately evacuating the country hosting you in any of the following cases, **when they are entirely beyond your control or that of the Contracting Party:**

- civil tumult or uprising in the host country;
- military conflict involving the host country;
- terrorist attack involving the host country and which has taken victims;
- outbreak of an epidemic in the host country;
- natural disaster in the host country and which has taken victims.

Costs of justice: costs of the proceedings which the sentenced person has to pay to the State in criminal proceedings. In civil proceedings, on the other hand, the costs of the proceedings are paid by the parties at the same time as the proceedings are conducted and that, at the end of the proceedings, the unsuccessful party may be ordered to pay them back.

Medical/Pharmaceutical/Hospital Expenses: these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests).

Expert fees: amounts due to the experts appointed by the Judge (Court-Appointed Expert Witnesses) or by the party (Party-Appointed Expert Witnesses).

Organizational structure: the structure of Europ Assistance Italia S.p.A. – P.zza Trento, 8, 20135 Milan, comprising managers, staff (physicians, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Insurance Conditions.

Tacit renewal: this is a clause which provides for the automatic renewal of the contract on expiry.

Terrorism: any act of violence or threat of violence against an indeterminate group of people, perpetrated for political, religious, ethnic, ideological and similar reasons. The act of violence or threat of violence is such as to spread panic, terror and insecurity in the population or part of the population and to exert influence over a government or state institutions, to force those with the power to make decisions to act or tolerate situations they would not have accepted in normal conditions. Internal disagreements are not considered as terrorism. These cases therefore include violence against people or objects committed during mass gatherings, uprisings or riots, as well as damages caused by looting directly related to domestic turmoil.

Transaction: agreement whereby the Parties, making mutual concessions, put an end to a dispute that has arisen between them, or prevent it.

Legal Protection: insurance class as established by Italian Legislative Decree no. 209/05 - Articles 163 – 164 – 173 - 174.

Value in dispute: determination of the value of the claim.

Vehicle: Motor vehicles: under Articles 47 et seq. of the Highway Code, a means of transport for personal use with a total weight when fully loaded of up to 35 quintals, with an Italian number plate.

Trip: your movement as specified below:

- **business travel:** your move for reasons of work, on behalf of and in connection with the business of the Contracting Party, from the municipality of your residence or registered office of the Contracting Party to elsewhere in Italy or abroad.

For those registered with A.I.R.E., this means a move to a different country in connection with the business of the Contracting Party. The business travel is considered finished when you return to your place of departure.

- **travel for pleasure:** the time spent by you (apart from if registered with A.I.R.E.) in the days immediately prior to or following Business Travel, in the same country as the business mission, without returning to the place of residence.