

INSURANCE CONDITIONS FORM 20191

Health services while travelling – Vehicle assistance – Medical expense reimbursement – Luggage – Trip rebooking – Travel cancellation – Extension of stay – Hospitalisation indemnity

These terms and conditions are effective subject to the validity of the Policy.

GENERAL DEFINITIONS

Insured Party: the subject whose interests are protected by the Insurance.

Insurance: the insurance contract.

Contracting Party: HOTELTURIST S.p.A., which stipulates the Policy on behalf of third parties.

Europ Assistance: the Insurance Company with its registered office, management and offices at Piazza Trento, 8 – 20135 Milan – Certified e-mail address (PEC): EuropAssistanceItaliaSpA@pec.europassistance.it – 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 01 July 1993) – 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. **Family:** the Insured Party, the spouse/co-habiting partner more uxorio and children living in the same home, as resulting from the registry office certificate (as envisaged under Articles 4 and 5 of Italian Presidential Decree no. 223 of 30/05/1989) or equivalent international documentation.

Deductible: the pre-established fixed amount that is in any case paid by the Insured Party for each claim.

Guarantee: the insurance, other than assistance insurance, for which, in the event of a claim, Europ Assistance recognised indemnity.

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

Maximum Cover: the maximum payout established by Europ Assistance in the event of a claim.

Policy: the document considered as a whole that proves the insurance and regulates relations between Europ Assistance, the Contracting Party and the Insured Party.

Services: the assistance provided by Europ Assistance by means of the Organisational Structure, to the Insured Parties in the event of a claim.

Claim: the damaging event for which the insurance guarantee is given.

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.

Organisational Structure: the structure of Europ Assistance Italia S.p.A. – P.zza Trento, 8, 20135 Milan, comprising managers, staff (doctors, 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.

Travel/Trip:

For Insured Parties resident in the European Union or Switzerland:

- in the event of travel by air, train, coach or boat, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;

- in the event of travel by car or other means not included in the point above, to more than 50 km from the place of residence in a European Union Member State or Switzerland. For Insured Parties residing in non-European Union Member States:

- in the event of travel by air, train, coach or boat, from the date of arrival in a European Union Member State or Switzerland, until the date of departure from one of said countries at the end of the trip;

- in the event of travel by car or other means not included in the point above, to the crossing of the border and customs of a European Union Member State or Switzerland.

SPECIAL RULES GOVERNING THE INSURANCE IN GENERAL

Art. 1. OTHER INSURANCES

In accordance with the provisions of Art. 1910 of the Italian Civil Code **any Insured Party enjoying Services/Guarantees similar to those of this insurance, by virtue of contracts stipulated with another insurance company, must in any case notify each insurance company of the claim and, specifically, Europ Assistance Italia S.p.A.**

Art. 2. LAW GOVERNING THE POLICY AND JURISDICTION

The Policy is governed by Italian law. For all aspects not specifically regulated herein and with reference to the jurisdiction and/or competence of the appointed court, the provisions of law apply.

Art. 3. EXCLUSION OF ALTERNATIVE COMPENSATION

If the Insured Party does not benefit from one or more Services/Guarantees, Europ Assistance is not required to provide alternative Services/Indemnities of any kind by way of compensation.

Art. 4. TIME LIMITS

All rights deriving from the insurance contract will expire two years after the date on which the event occurred on which basis the right is accrued, in accordance with Art. 2952 of the Italian Civil Code. 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.

Art. 5. PAYMENT CURRENCY

Indemnities, advances and reimbursements are paid in Italy, in euros. If expenses are incurred in non-European Union Member States or in EU Member States that have not adopted the euro as their currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank on the date on which the Insured Party incurred the expenses.

Art. 6. PERSONAL DATA PROCESSING

Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. 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 data for insurance purposes. Processing could also involve information regarding their state of health, criminal offences or criminal convictions. You may use the following consent formula: "I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or that relating to offences and criminal sentences necessary to the management of the Cover by Europ Assistance Italia and the subjects indicated in the Disclosure".

SECTION I – ASSISTANCE INSURANCE

SPECIAL SECTION DEFINITIONS

HEALTH SERVICES WHILE TRAVELLING

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

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.

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

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 previous condition known to the Insured Party.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

VEHICLE ASSISTANCE

Breakdown: damage incurred by a vehicle as a result of wear, defect, breakdown, or malfunction of its parts, such that the Insured Party is unable to use the vehicle in normal conditions.

Residence: the place where an individual habitually resides, as stated in the certificate of residence.

Vehicle: under Articles 47 et seq. of the New Road Regulations, a vehicle is defined as a means of transport for personal use owned by a family member or the company, with a total weight when fully loaded of up to 35 metric tonnes, and specifically:
- an automobile.

SPECIAL SECTION CONDITIONS

Art. 7. INSURED PARTIES

HEALTH SERVICES WHILE TRAVELLING

The following are insured:

the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.

the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

VEHICLE ASSISTANCE

The following are insured:

the natural person who drives the vehicle (as defined above in greater detail), regardless of whether said drivers is the owner or a person authorized by the latter to drive the vehicle, who has booked a stay in a hotel facility with the Contracting Party.

Art. 8. SUBJECT AND APPLICATION OF THE INSURANCE

The assistance services, listed in the "Services" paragraph, which Europ Assistance undertakes to provide through the Organisational Structure if the Insured Party encounters problems after the occurrence of a covered event, are provided only once per type of service during the duration of a trip.

For the ROADSIDE ASSISTANCE SERVICE and CONTINUATION OF TRAVEL services only, the services are provided for vehicles that have been in service for no more than 15 years from the date of their initial registration and only once for each type during the period of validity of the Policy, on the route to the destination of the trip or stay and apply more than 50 km from the municipality of residence of the owner of the vehicle, as stated on the vehicle registration, with the exclusion of Roadside Assistance Service. Rental vehicles are excluded.

HEALTH SERVICES WHILE TRAVELLING Services

1. MEDICAL CONSULTATION

If, in the event of illness and/or injury, the Insured Party should require an assessment of his/her health, he/she may contact

the doctors of the Organisational Structure and request a telephone consultation.

It is specified that considering the methods by which the service is provided, this consultation shall not be considered as a diagnosis and shall be provided on the basis of the information acquired from the Insured Party.

The Insured Party shall inform the Organisational Structure of the reason for the request and provide a contact telephone number.

2. SENDING OF A DOCTOR OR AMBULANCE IN ITALY

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to have a medical examination, the Organisational Structure will send an authorised Europ Assistance doctor to the place of the event, at the expense of Europ Assistance. If it should be impossible for an authorised doctor to intervene personally, the Organisational Structure will organise the transfer of the Insured Party by ambulance, to the nearest suitable medical centre.

The service will be provided from 8 pm to 8 am, Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

3. INDICATION OF A SPECIALISED DOCTOR ABROAD

If, following a Medical Consultation, it should become evident that the travelling Insured Party needs to undergo a specialist medical examination, the Organisational Structure will, according to local availability, provide the name of a specialised doctor in the place nearest to the location of the Insured Party.

4. RETURN FOR HEALTH REASONS

If, following an injury or sudden illness, the travelling Insured Party should be judged by the doctors of the Organisational Structure and in accordance with the local doctor, to need transportation to an equipped Healthcare Institute in the country of residence, the Organisational Structure will organise the return using the means and time frame considered most appropriate by the doctors of the Organisational Structure, after their having consulted with the local doctor, at the expense of Europ Assistance.

These means may be:

- an air ambulance;
- economy class airline, if necessary with a stretcher seat;
- first class train, with sleeper if necessary;
- **ambulance (without distance limits).**

The Organisational Structure will only use the air ambulance for Insured Parties resident in Italy and for whom the claim occurs in a European country or country of the Mediterranean basin.

The transport will be entirely arranged by the Organisational Structure, including medical or nursing care during transport, if the doctors of the Organisational Structure should deem it necessary.

Europ Assistance shall have the right to request any travel tickets not used for the return of the Insured Party.

If the Insured Party should require transport to the closest equipped place for Accident and Emergency Care or Healthcare Institute, or transfer to a Healthcare Institute able to treat the pathology, as he/she is hospitalised at a local structure that is inadequate to treat the pathology, the Organisational Structure will arrange the transfer, in the way and within the time considered most appropriate by the doctors of the Organisational Structure, after consulting with the local doctor.

In this case, Europ Assistance will pay for the related costs up to a maximum of **Euro 7,500.00**.

In the event of the death of the Insured Party, the Organisational Structure will arrange and provide for transport of the body to the place of burial in the country of residence. Europ Assistance will pay for the transport expenses of the body up to a maximum of **Euro 5,000.00** per Insured Party; if this provision should entail a greater outlay, Europ Assistance will intervene immediately after having received suitable guarantees in Italy, with respect to payment of the extra amount.

The following are excluded from cover:

- **diseases or lesions that, according to Organisational Structure doctors, can be treated locally or do not prevent the Insured Party from continuing his/her trip;**
- **infectious diseases, if transport involves a violation of national or international medical rules;**
- **expenses relating to the funeral ceremony or involved in searching for people and/or recovering the body;**
- **all cases in which the Insured Party or his/her family members voluntarily agree to discharge, against the opinion of the doctors of the facility at which the Insured Party is hospitalised.**

5. RETURN WITH AN INSURED FAMILY MEMBER

If, in organising the provision of a "Return for health reasons", the Organisational Structure doctors should not consider that the Insured Party requires any healthcare during travel, and an insured family member should wish to accompany him/her to the place of hospitalisation or residence, the Organisational

Structure will also arrange for the family member to return, using the same means as the Insured Party. Europ Assistance shall have the right to request any travel tickets not used for the return of the insured family member.

The following are excluded from cover:

- room and board expenses of the family member.

6. RETURN OF OTHER INSURED PARTIES

If, following a "Return for health reasons", the insured persons travelling with the Insured Party should objectively be unable to return to their place of residence with the means initially envisaged and/or used, the Organisational Structure will provide them with a first class rail ticket or an economy class air ticket. Europ Assistance shall have the right to request any travel tickets not used for their return.

All costs for the tickets will be paid by Europ Assistance up to a maximum of **Euro 200.00 per insured person**.

7. TRAVEL OF A FAMILY MEMBER

If the Insured Party should be hospitalised in a Healthcare Institute for more than 7 days, the Organisational Structure will provide a return first class rail ticket or economy class air ticket to enable a co-habiting family member to reach the hospitalised person, at the expense of Europ Assistance.

The following are excluded from cover:

- **room and board expenses of the family member.**

8. ACCOMPANIMENT OF CHILDREN

If, following an injury, illness or case of force majeure, the Insured Party travelling should find himself/herself unable to look after insured children under the age of 15 travelling with him/her, the Organisational Structure will arrange for a return first class rail ticket or economy class air ticket, at the expense of Europ Assistance, to enable a family member to join the children, take care of them and take them back to their residence.

The following are excluded from cover:

- **room and board expenses of the accompanying family member.**

9. RETURN OF THE CONVALESCENT INSURED PARTY

If, due to hospitalisation in a Healthcare Institute, the Insured Party should be unable to return to his/her place of residence with the means initially envisaged, the Organisational Structure will provide him/her with a first class rail ticket or economy class air ticket, at the expense of Europ Assistance.

10. EXTENSION OF THE STAY

If the health of the Insured Party, as certified by a written medical prescription, should prevent him/her from making the return journey back to the place of residence on the scheduled date, the Organisational Structure will book a hotel.

Europ Assistance will pay for the hotel costs (room and breakfast) for up to 3 days after the scheduled return date and up to a maximum of Euro 40.00 per day per ill or injured Insured Party.

The following are excluded from cover:

- **hotel expenses other than room and breakfast.**

11. INFORMATION AND REPORT OF CORRESPONDING MEDICINAL PRODUCTS ABROAD

If the Insured Party, if ill and/or injured whilst abroad, should require information on medicinal products duly registered in Italy, the Organisational Structure will inform him/her of the corresponding medicinal products, if such exist, available locally.

12. INTERPRETER AVAILABLE ABROAD

If the Insured Party abroad should be hospitalised in a Healthcare Institute and have difficulty communicating with the doctors because he/she does not speak the local language, the Organisational Structure will send an interpreter there.

Maximum Cover:

The costs of the interpreter will be paid by Europ Assistance for **up to 8 working hours**.

13. ADVANCE OF EMERGENCY EXPENSES

(only valid for Insured Parties residing in Italy)

If the Insured Party should have to incur unforeseen expenses and be unable to do so directly and immediately as a result of: injury, illness, theft, robbery, bag snatching or failure to deliver luggage, the Organisational Structure will pay the local invoices, advancing the expenses on behalf of the Insured Party, up to a total general limit of Euro 5,000.00.

If the invoices should exceed the total amount of Euro 150.00, the provision will take effect from when Europ Assistance has received suitable guarantees of repayment in Italy.

The following are excluded from the service:

- **transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;**
- **cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;**
- **claims occurring in countries in which there are no branches or representatives of Europ Assistance.**

Obligations of the Insured Party:

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

14. EARLY RETURN

If the travelling Insured Party should need to return to the place of residence prior to the date scheduled and using a different means to that initially envisaged, as a result of the death, as per the date given on the death certificate issued by the registrar, or hospitalisation, with imminent danger of life, of one of the following family members: spouse/co-habiting partner more uxorio, son, daughter, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, the Organisational Structure will, at the expense of Europ Assistance, provide a first class rail ticket or economy class air ticket, to enable him/her to reach the place of burial or hospitalisation.

If the Insured Party is travelling with a child, as long as an Insured Party, the Organisational Structure will arrange for both to be returned. If the Insured Party should be in a position where it is impossible to use his/her own vehicle to return early, the Organisational Structure will make an additional ticket available to enable him/her to recover the vehicle at a later date.

The following are excluded from the service:

- **cases where the Insured Party cannot provide the Organisational Structure with suitable information on the reason for the early return request.**

Obligations of the Insured Party:

The Insured Party must provide original documentation proving the cause of the return within 15 days of the claim.

15. ADVANCE OF CRIMINAL BAIL ABROAD

(only valid for Insured Parties residing in Italy)

If the Insured Party should be arrested or threatened with arrest and should therefore be required to pay bail to the foreign authorities in order to be released, and should be unable to do so directly and immediately, the Organisational Structure will pay said bail locally, by way of advance on behalf of the Insured Party.

Europ Assistance will advance payment of bail up to the maximum amount of **Euro 15,000.00**. The amount of the bail paid by Europ Assistance by way of advance shall not in any case exceed the amount of Euro 15,000.00. The service will be provided when Europ Assistance has received bank guarantee in Italy.

The following are excluded from the service:

- **transfers of currency abroad entailing a breach of current provisions in Italy or in the country in which the Insured Party is located;**
- **cases where the Insured Party is unable to provide Europ Assistance with suitable guarantees of repayment in Italy;**
- **claims occurring in countries in which there are no branches or representatives of Europ Assistance.**

Obligations of the Insured Party:

The Insured Party must declare the reason for the request, the amount required, contact details and indications of references that enable Europ Assistance to verify the terms of the guarantee of repayment of the amount advanced. The Insured Party must repay the amount advanced within one month of the date the advance is made; failure to do so shall result in the charging of interest on the outstanding amount, at the current legal rate.

16. INDICATION OF A LAWYER ABROAD

If the Insured Party should be arrested or threatened with arrest and require legal assistance, the Organisational Structure will provide the name of a lawyer as near as possible to the place in which the Insured Party is located, according to local availability.

The following are excluded from the service

- **all costs deriving from the intervention of the lawyer will be paid by the Insured Party.**
- The service does not apply to countries in which there are no branches or representatives of Europ Assistance.**

17. SENDING OF URGENT MESSAGES

If the Insured Party, in the event of illness and/or injury, should be unable to send urgent messages to people residing in Italy, the Organisational Structure will arrange for the notification of the message to the addressee. The Organisational Structure is not responsible for the messages sent.

VEHICLE ASSISTANCE Services

18. ROADSIDE ASSISTANCE SERVICE

If the vehicle should be immobilised as a result of failure and/or incident, so as to be unable to move independently, the

Insured Party shall telephone the Organisational Structure and ask that a roadside assistance vehicle be sent out; this will tow the vehicle from the place of immobilisation to the nearest Europ Assistance authorised service centre, to the nearest Manufacturer service centre or to the nearest mechanical workshop, or to the point indicated by the Insured Party, as long as within 50 kilometres (return trip) from the place of failure.

Maximum Cover:

Europ Assistance shall pay the cost of roadside assistance:

- to the destinations listed above, for incidents occurring in Italy.

The following are excluded from cover:

- 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 accident or failure occurred while the vehicle was circulating off the public road or equivalent areas (e.g. off-road trails).

The following are not considered as incidents:

- tyre punctures;
- incorrect refuelling, where not causing the vehicle to fail.

19. CONTINUATION OF TRIP

In the event that, following failure, accident, fire or partial theft, the vehicle remains immobilised and requires a stop for repairs longer than 36 hours in Italy, the Organization Structure shall provide to the Insured Party and the passengers a first class train ticket or a taxi for them to continue the trip to reach the Hotel Facility.

Maximum Cover:

The following shall be paid by Europ Assistance:

- the cost of the tickets up to Euro 200.00, if continuation takes place from Italy;
- the cost of the taxi up to a maximum of Euro 50.00, which can be used by the Insured Party to continue his/her travel to reach the Hotel Facility.

The following are excluded from cover:

- costs of fuel and tolls (motorways, ferries, etc.);
- insurance coverage not required by law, and the relevant deductibles;
- shipping of luggage exceeding the limits allowed by public means of transport or that cannot be carried in the rental car.

EXTRA ASSISTANCE DURING TRAVEL

You may request that Europ Assistance provide the following services in the event of COVID-19 epidemics/pandemics, striking:

- you;
 - a family member travelling with you, as long as they are insured;
 - a travel companion, as long as insured;
 - or if the consequences are experienced at the place in which you find yourself during your Travel.
- The assistance services are supplied up to once per Insured Party, per type within the period of policy duration.

Services

1.1 RETURN TO THE RESIDENCE

If you are unable to return to your residence by the means that you had booked at the beginning of your trip, call the Organisational Structure.

The Organisational Structure will help you book the tickets necessary for your return home.

Air tickets will always be economy class.

Europ Assistance will pay the cost of the ticket for you up to a maximum of Euro 1,500 per Insured Party and per Policy duration.

Europ Assistance may ask for the tickets you were unable to use to return home, to be returned to it.

1.2 ADVANCE OF EMERGENCY EXPENSES

If you are required to extend your stay and you find yourself in economic difficulty, you may obtain an advance for emergency expenses.

The Organisational Structure will advance payment of the invoices for you, in situ, up to a maximum of Euro 2,000.00.

The Organisational Structure will guarantee you an advance of emergency expenses if:

- the money transfer respects the rules or regulations in Italy
- 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.

Art. 9. TERRITORIAL SCOPE OF COVERAGE

For Insured Parties residing in the European Union or Switzerland, this refers to the countries where the claim occurred and in which the guarantees and services are given. These are divided up into four groups:

- A) Italy; Vatican City and the Republic of San Marino;
- B) all European Union Member States and, more specifically: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, and Hungary;
- C) all non-EU European countries and Mediterranean basin countries: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, and Turkey;
- D) all countries throughout the world.

For Insured Parties residing in non-European Union Member States:

reference is made to the countries specified under points A) and B) above.

For all Insured Parties, the policy does not apply in the following countries:

Afghanistan, Antarctica, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Southern Lands, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

FOR ROADSIDE ASSISTANCE AND CONTINUATION OF TRAVEL SERVICES ONLY

The policy is in effect in the countries in which the loss event occurred and in which the services are provided, and in particular in Italy, the Republic of San Marino and the Vatican City, without prejudice to any limitation indicated in the individual services.

Art. 10. EXCLUSIONS

For PERSONAL ASSISTANCE services:

- a. mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- b. illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;
- c. illnesses that are the expression or direct consequence of chronic pathological situations;
- d. removal and/or transplant of organs;
- e. abuse of alcohol or psychological drugs;
- f. use of mind-altering and hallucinogenic substances;
- g. air sports in general, the piloting and use of hang-gliders and other types of ultra-light airborne vehicles, parachuting, paragliding and similar, sledging, bob sleighing, acrobatic skiing, platform jumps with skis or water skis, climbing rock faces or accessing glaciers, free climbing, kite-surfing, diving with breathing apparatus, sports involving the use of vehicles and motor boats, boxing, fighting in various forms, martial arts in general, heavy athletics, rugby, American football, caving, acts of bravado, injuries suffered as a consequence of professional sports or sports played in any case in a non-amateur manner (including competitions, races, trials and training).

For VEHICLE ASSISTANCE services:

- h. the Insured Party's not being authorized to drive the vehicle in accordance with applicable law provisions;
- i. wilful misconduct of the Insured Party or passengers carried;
- j. participation of the Vehicle in motor car racing and related trials;
- k. driving the Vehicle in a state of drunkenness or under the effects of drugs and the use of drugs and hallucinogenic products;
- l. everything else not specifically indicated in the services.

FOR ALL SERVICES:

- m. wilful misconduct of the Insured Party or serious negligence;
- n. war, flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- o. strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- p. attempted suicide or suicide by the Insured Party;
- q. everything else not specifically indicated in the services.

Additionally, covered services are not provided in countries in a state of declared or undeclared war, including the countries listed in the website <http://www.exclusive-analysis.com/jccwatchlist.html> with a risk score of 4.0 or higher". Countries whose state of war has been made publicly known are considered to be in a state of declared or de facto war. Services are also not supplied in any countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult. It is also not possible to provide services

in kind (and therefore assistance) where the local or international authorities do not allow private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time.

Art. 11. NON-INSURABLE PERSONS

(Article valid only in the event of Personal Assistance)

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art. 12. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In case of claim covered by the assistance insurance, the Insured Party shall immediately contact the Organizational Structure. Non-performance of this obligation may result in forfeiture of the right to assistance services under Article 1915 of the Italian Civil Code.

Art. 13. PROFESSIONAL SECRECY

(Article valid only in the event of Personal Assistance)

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 14. LIMIT TO LIABILITY

Europ Assistance shall refuse all liability for any damage caused by the intervention of the Authority of the country in which assistance is provided or resulting from any other unforeseeable circumstance of pure luck.

Art. 15. EFFECTIVE DATE AND DURATION OF COVER

Each Insured Party shall be covered throughout the period from the start date of the travel/stay until its end. **EXTRA Assistance Cover is effective from the start date of the trip and expires within 15 days of the end of the trip in the event of forced extension due to COVID-19.**

The maximum coverage duration per period of continuous stay abroad during the validity period of the Insurance is 60 consecutive days.

For ROADSIDE ASSISTANCE and CONTINUATION OF TRAVEL services only

Coverage is effective from midnight of the day before check-in date and expires when the Insured Party checks in at the booked hotel facility.

SECTION II – MEDICAL EXPENSE REIMBURSEMENT INSURANCE

SPECIAL SECTION DEFINITIONS

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

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.

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

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 previous condition known to the Insured Party.

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

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

SPECIAL SECTION CONDITIONS

Art. 16. INSURED PARTIES

The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 17. SUBJECT OF THE INSURANCE

1. MEDICAL EXPENSE REIMBURSEMENT

If following a sudden illness or injury, the Insured Party should incur medical/pharmaceutical/hospital expenses for urgent, non-deferrable surgery or treatment, received locally during the trip, during the period for which the guarantee is valid, Europ Assistance will repay them according to the maximum amount established under the heading "DETERMINATION OF MAXIMUM COVER", considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

If an injury is covered, then any additional expenses for treatment received upon return to the place of residence will also be covered, as long as made within 45 days of the injury. Maximum Cover:

For medical and pharmaceutical expenses, including in the event of hospitalisation in a Healthcare Institute or place equipped to provide Accident and Emergency Care, Europ Assistance will pay for the costs, making direct payment locally by the Organisational Structure and/or in the form of a refund, up to the maximum cover indicated under the heading "DETERMINATION OF MAXIMUM COVER", considering the greater maximum amount between that provided for the country of origin and that for the country of destination.

Reimbursements will be made with a **fixed, absolute deductible amount per claim and per Insured Party of Euro 35.00.**

The maximum cover includes:

- fees for staying in the Healthcare Institute prescribed by the doctor up to **Euro 200.00 per day per Insured Party**;
- dental treatment, only following injury, up to **Euro 100.00 per Insured Party**;
- prosthesis repair expenses, only following injury, up to **Euro 100.00 per Insured Party**.

2. EXTRA MEDICAL EXPENSE REIMBURSEMENT

Europ Assistance pays (if it is technically-practically feasible to proceed) or refunds you for any urgent medical/pharmaceutical/hospital expenses that cannot be deferred, incurred at the place of the claim, in the following cases:

Case A)

During the period for which your travel extends in the event of sudden illness or injury not connected with a COVID-19 epidemic/pandemic.

The limit to liability is Euro 5,000.00.

Case B)

During travel in the event of illness relating to COVID-19 epidemic/pandemic, ascertained by positive testing.

The limit to liability is Euro 5,000.00.

Limits of liability are per Insured Party and per period of Cover duration.

Art. 18. TERRITORIAL SCOPE OF COVERAGE

For Insured Parties residing in the European Union or Switzerland, this refers to the countries where the claim occurred and in which the guarantees and services are given. These are divided up into four groups:

- A) Italy; Vatican City and the Republic of San Marino;
- B) all European Union Member States and, more specifically: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, and Hungary;
- C) all non-EU European countries and Mediterranean basin countries: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, and Turkey;
- D) all countries throughout the world.

For Insured Parties residing in non-European Union Member States:

reference is made to the countries specified under points A) and B) above.

For all Insured Parties, the policy does not apply in the following countries:

Afghanistan, Antarctica, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Southern Lands, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

Art. 19. EXCLUSIONS

The following are excluded from cover:

- a) **all the expenses incurred by the Insured Party if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;**
- b) **expenses to treat or eliminate physical defects or congenital malformations, for aesthetic applications, nursing, physiotherapy, thermal or weight-loss treatments, dental care (apart from that specified above following injury);**

- c) **expenses for purchasing and repairing glasses, contact lenses, orthopaedic devices and/or prostheses (except for those specified above following injury);**
- d) **check-ups in Italy for situations consequent to illnesses that began during the trip;**
- e) **transport and/or transfer expenses to the Healthcare Institute and/or the place of accommodation of the Insured Party.**

Cover is also not due for claims caused by or resulting from:

- f) **mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;**
- g) **illnesses depending on pregnancies beyond the 26th week of gestation and post-partum;**
- h) **illnesses that are the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the travel began;**
- i) **injuries deriving from the following activities: rock climbing or accessing glaciers, platform jumps with skis or water skis, driving and using sledges, air sports in general, piloting and using hang-gliders and other types of ultra-light airborne vehicles, paragliding and similar, kite surfing, acts of bravado and all injuries suffered as a consequence of sports practice professionally or in any case on a non-amateur level (including competitions, races, trials and training);**
- j) **removal and/or transplant of organs;**
- k) **automotive, motorcycle or motor boat races and related tests and training;**
- l) **flooding, deluge, earth movements, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;**
- m) **wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;**
- n) **wilful misconduct on the part of the Insured Party;**
- o) **abuse of alcohol or psychological drugs and the use of mind-altering and hallucinogenic substances;**
- p) **attempted suicide or suicide.**

Art. 20. NON-INSURABLE PERSONS

Considering that had Europ Assistance been aware that the Insured Party suffered from alcoholism, drug addiction or acquired immune deficiency syndrome (AIDS), it would not have agreed to provide the insurance, it is agreed that should one or more of the above diseases or conditions arise during the course of the contract, the provisions shall apply as laid down by Art. 1898 of the Italian Civil Code, regardless of the actual evaluation of the health of the Insured Party. In the event of inexact or reticent declarations, the provisions shall apply of Articles 1892, 1893 and 1894 of the Italian Civil Code.

Art. 21. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a claim, the Insured Party must contact the Organisational Structure and make a declaration within sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions given (or accessing the website www.europassistance.it – claims section, directly) or

providing written notice to **Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Rimborso Spese Mediche" (Claims Liquidation Office – Medical Expenses Reimbursement)** on the envelope and posting:

- first name, last name, address, telephone number;
 - Europ Assistance card number or copy if held by the Insured Party;
 - the circumstances of the event;
 - 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 true copy of the original medical record;
 - 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.
- Europ Assistance may request further documentation at a later date, in order to settle the claim; in this case, the Insured Party must supply it.

Breach of this obligation may result in the complete or partial loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art. 22. CRITERIA FOR LIQUIDATION OF DAMAGES

Following the assessment of the documentation received, Europ Assistance will liquidate the damages and make the related payment, net of the deductible amounts envisaged.

Art. 23. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 24. EFFECTIVE DATE AND DURATION OF COVER

Each Insured Party shall be covered throughout the period from the start date of the travel/stay until its end.

EXTRA Medical Expense Reimbursement Cover is effective from the start date of the trip and expires within 15 days of the end of the trip in the event of forced extension due to COVID-19.

The maximum coverage duration per period of continuous stay abroad during the validity period of the Insurance is 60 consecutive days.

Art. 25. DETERMINATION OF MAXIMUM COVER

For the "Medical Expense Reimbursement" coverage, **the maximum cover per Insured Party is Euro 1,000.00 for Italy and Euro 15,000.00 for all other countries.**

SECTION III – LUGGAGE AND PERSONAL EFFECTS INSURANCE

SPECIAL SECTION DEFINITIONS

Failure: any damage suffered by the luggage during travel by boat or air.

Luggage: the suitcase, trunk and personal items contained therein that the Insured Party carries with him/her on the trip.

SPECIAL SECTION CONDITIONS

Art. 26. INSURED PARTIES

The following are insured:

the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.

the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 27. SUBJECT OF THE INSURANCE

1. LUGGAGE AND PERSONAL EFFECTS

If the Insured Party should suffer direct tangible damages as a result of theft, theft with break-in, robbery, bag snatching, loss, mislaying, damage to his/her luggage and/or personal effects, including the clothing worn at the start of travel, Europ Assistance will provide compensation according to their value and up to the maximum amount set out under the heading "DETERMINATION OF MAXIMUM COVER".

For travel by air, train, bus or sea, cover applies:

- **for Insured Parties resident in the European Union or Switzerland**, from the point of departure (airport, railway station, etc. of the organised travel) until completion of the trip as organised by the Contracting Party;

- **for Insured Parties residing in non-European Union Member States**, from the date of arrival in a European Union Member State or Switzerland, until the date of departure from one of said countries at the end of the trip.

The cover has territorial scope and applies up to the amount established under the heading "DETERMINATION OF MAXIMUM COVER", per Insured Party and trip duration. Without prejudice to the maximum cover specified above, maximum indemnity per object, including bags, cases and rucksacks, **cannot exceed Euro 200.00.**

Photo-video-optical equipment (cameras, video cameras, binoculars, flash, zooms, batteries, bags, etc.) are considered as a single item.

In the event of theft, robbery, bag snatching or loss of ID Cards, Passports and Driving Licences, in addition to the maximum cover, the expenses will also be reimbursed for the re-issue of said documents, where certified by proof of expenditure and up to the total maximum amount of Euro 50.00.

Deductible:

Damages to photo-video-optical equipment and photo-sensitive equipment; radios, televisions, recorders, all other electronic equipment; musical instruments; personal defence weapons and/or hunting weapons; diving equipment; spectacles and sunglasses, are covered up to a total of 50% of the insured amount.

Damages to cosmetics, medicinal products, healthcare articles; jewellery, precious stones, pearls, watches, gold, silver and platinum items, furs and other precious objects are covered up to a total of 30% of the insured amount.

The cover only applies if the goods are worn or kept in the hotel deposit.

The amount envisaged is halved for damages caused by:

- forgetting, lack of care or mislaying by the Insured Party;
- theft with break-in of luggage contained in a properly locked vehicle, not visible from the outside;
- theft of the entire vehicle;
- theft of objects contained in the tent, as long as in a duly equipped and authorised camp site.

2. DELAYED DELIVERY OF LUGGAGE

If, following the delivery of luggage more than 12 hours later than the flight time, as duly confirmed, and charter flights, the Insured Party should incur unforeseen expenses for the purchase of toiletries and/or the necessary clothing, Europ Assistance will refund these up to the maximum amount set out in the section "DETERMINATION OF MAXIMUM COVER".

Art. 28. TERRITORIAL SCOPE OF COVERAGE

For Insured Parties residing in the European Union or Switzerland, this refers to the countries where the claim occurred and in which the guarantees and services are given. These are divided up into two groups:

- A) all European countries and the countries of the Mediterranean basin: Algeria, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia and Turkey;
- B) all countries throughout the world.

For Insured Parties residing in non-European Union Member States: European Union Member States or Switzerland.

For all Insured Parties, the policy does not apply in the following countries:

Afghanistan, Antarctica, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Islands, Salomon Islands, Wallis and Futuna Islands, Kiribati, Micronesia, Nauru, Niue, Palau, West Sahara, Samoa, Saint Helena, Somalia, French Southern Lands, West Timor, East Timor, Tokelau, Tonga, Tuvalu and Vanuatu.

Art. 29. EXCLUSIONS

The following are excluded from coverage of "Luggage and personal effects":

- a) 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;
- b) all claims occurring during travel on motor vehicles of any power;
- c) damages caused by misconduct or wilful negligence on the part of the Insured Party and those caused by sports equipment during their use;
- d) goods other than items of clothing, such as watches and spectacles and sunglasses, which were delivered, even with the clothes, to transport companies, including the airline;
- e) the case of theft of luggage contained in a vehicle that was not properly locked;
- f) the case of theft of luggage contained in a vehicle that was visible from the outside;
- g) the case of theft of luggage on board a vehicle that was not kept in a monitored garage between 8pm and 7am;
- h) fixed accessories and services of the vehicle (including removable radios or players).

The following are excluded from coverage of "Expenses for delayed delivery of luggage":

- i) the case of delayed delivery of luggage in the airport of the city of departure at the start of the trip;
- j) all expenses incurred by the Insured Party after receipt of the luggage.

Cover of "Luggage and personal effects" and "Expenses for delayed delivery of luggage" is also not provided for claims caused by or resulting from:

- k) war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- l) strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
- m) wilful misconduct on the part of the Insured Party.

Art. 30. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

For the coverage of "Luggage and personal effects", in case of claim the Insured Party must make a declaration, no later than sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions (or accessing the website www.europassistance.it – claims section, directly) or

must send a written declaration addressed to: **Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office – Luggage**

Proceedings) on the envelope and, even later but in any case within sixty days of the claim submitting:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- copy of travel tickets or details of the trip;
- 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;
- 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";
- the list of objects lost or stolen, their value and date of purchase;
- the names of the Insured Parties who suffered the damages;
- copy of the letter of complaint submitted to the hotelier or carrier responsible;
- 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 carrier liable should not be delivered and/or be damaged, the following must be attached to the request for refund:

- copy of the declaration made immediately to the Office specifically in charge of claims for lost luggage;
- copy of the letter of complaint sent to the carrier liable with claim for compensation and letter of reply sent by the carrier. Breach of these obligations may result in the loss of a right to Indemnity, in accordance with Article 1915 of the Italian Civil Code.

For the "Expenses for the delayed delivery of luggage" guarantee, in the event of a claim, the Insured Party must make a declaration within sixty days of the claim, by accessing the portal <https://sinistronline.europassistance.it>, following the instructions given (or accessing the website www.europassistance.it – claims section, directly) or

must send a written declaration addressed to: **Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying "Ufficio Liquidazione Sinistri – Pratiche Bagaglio" (Claims Liquidation Office – Luggage Proceedings)** on the envelop and submitting:

- first name, last name, address, telephone number;
- Europ Assistance card number or copy if held by the Insured Party;
- 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";
- a declaration of the Airport Management Company or carrier certifying the delayed delivery of the luggage beyond 12 hours and the time of effective delivery;
- 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 goods purchased;
- copy of the letter of complaint sent to the airline with claim for compensation and letter of reply sent by the carrier.

Breach of this obligation may result in the complete or partial loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art. 31. CRITERIA FOR LIQUIDATION OF DAMAGES

For the "Luggage and personal effects" guarantee, the damage is liquidated, in supplementation of that reimbursed by the carrier or hotelier responsible and up to the amount insured, according to the commercial value of the insured goods at the time of the claim, as resulting from the documentation supplied to Europ Assistance.

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 failure, the cost of repair will be reimbursed upon presentation of invoice.

Under no circumstances will any emotional value be considered.

Art. 32. EFFECTIVE DATE AND DURATION OF COVER

Each Insured Party shall be covered throughout the period from the start date of the travel/stay until its end.

The maximum coverage duration per period of continuous stay abroad during the validity period of the Insurance is 60 consecutive days.

Art. 33. DETERMINATION OF MAXIMUM COVER

For the "Luggage and personal effects" coverage, the maximum cover per Insured Party and for the duration of the trip is **Euro 1,000.00 in Italy and abroad.**

For the "Delayed delivery of luggage" coverage, the maximum cover per claim and for the duration of the trip is **Euro 200.00.**

SECTION IV – TRAVEL REPETITION INSURANCE

SPECIAL SECTION DEFINITIONS

Injury: the claim caused by pure bad, external luck resulting in bodily injury that can objectively be noted and with the consequence of: death, permanent invalidity or temporary incapacity.

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

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

Hospitalisation: an overnight stay in a Healthcare Institute.

SPECIAL SECTION CONDITIONS

Art. 34. INSURED PARTIES

The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 35. SUBJECT OF THE INSURANCE

If the Insured Party should interrupt the trip insured exclusively as a result of:

- organisation and delivery by Europ Assistance of the provision of Return for Health Reasons, according to contractual conditions;
- organisation and delivery by Europ Assistance of the provision of Early Return, according to contractual conditions;
- redirection of the aeroplane on which the Insured Party is travelling, following an act of piracy.

Europ Assistance will refund the portion of the trip not used, calculated as specified in the Article entitled "**CRITERIA FOR THE LIQUIDATION OF DAMAGES**".

The part of the trip not used will be refunded up to a maximum amount equal to the travel purchase value.

Said maximum cover cannot in any case exceed **Euro 5,000 per Insured Party**. In the event of the interruption of more than one Insured Party registered for travel together and simultaneously, the reimbursement will be paid out up to the amount equal to the sum of the maximum amounts insured per Insured Party, but with the total maximum of **Euro 15,000.00 per claim**.

Art. 36. EXCLUSIONS

Cover excludes interruptions of travel caused by:

- a) pre-existing illness at the time the cover starts;
- b) pregnancy or consequent pathological situations;
- c) nervous or mental diseases;
- d) illness or injury the treatment of which constituted the purpose of the trip.

Art. 37. OBLIGATIONS OF THE INSURED PARTY

Following the interruption of the trip, within sixty days of his/her return to domicile, the Insured Party must submit a claim by accessing the portal <https://sinistronline.europassistance.it> and following the instructions given (or by accessing the website www.europassistance.it – claims section, directly) or

must send a telegram or fax to 02.58.47.70.19, with a written declaration addressed to: **Europ Assistance – Piazza Trento, 8 – 20135 Milan – specifying "Ufficio Liquidazione Sinistri – Rifacimento Viaggio" (Claims Liquidation Office – Travel Repetition) on the envelope** and giving:

- first name, last name, address, telephone number;
- Europ Assistance card number;
- 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";
- the reason for the interruption of travel;
- travel programme;
- return date;
- certificate of payment of travel;
- billing statement confirming the booking as issued by the Travel Agency/Organisation.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art. 38. CRITERIA FOR LIQUIDATION OF DAMAGES

Europ Assistance will calculate the daily value of the trip, dividing the total value declared on the policy by the number of days initially envisaged and will then proceed to pay the residual days not used by the Insured Party. The date on which travel is interrupted and that of return envisaged at the start of travel, will be considered as a single day.

Art. 39. EFFECTIVE DATE AND DURATION OF COVER

Each Insured Party shall be covered throughout the period from check-in to check-out.
The maximum continuous stay abroad during the validity period of the Insurance is 60 days.

Art. 40. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

SECTION V – TRAVEL OR LEASE CANCELLATION EXPENSES INSURANCE

SPECIAL SECTION DEFINITIONS

Injury: the event caused by pure bad, external luck resulting directly in physical injury that can objectively be noted and with the consequence of death, permanent invalidity or temporary incapacity.

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

Pre-existing illness: illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the time the guarantee began.

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

SPECIAL SECTION CONDITIONS

Art. 41. INSURED PARTIES

The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 42. SUBJECT OF THE INSURANCE

If the Insured Party should need to cancel or alter the trip booked, for reasons or events that can objectively be documented and could not be foreseen at the time of booking. Travel cancellation due to testing positive for COVID-19 is also covered.

These events must involve:

- the Insured Party directly and/or his/her family members;
 - the joint-owner of the associated firm/business directly;
- Europ Assistance refunds the penalty applied per contract terms and conditions by a Tour Operator or an Air or Sea Carrier to:
- the Insured Party
 - family members;
 - a Travel Companion.

If several Insured Parties are registered to travel together at the same time, for lack of any other persons of the same family nucleus as the Insured Party, the latter shall specify a single person as his/her "Travel Companion".

Art. 43. EXCLUSIONS

The guarantee excludes cases of renunciation caused by:

- a. wilful misconduct on the part of the Insured Party;
- b. causes that are not medical in nature, could be foreseen and/or were known to the Insured Party at the time of booking;
- c. consequences and/or complications of injuries that took place prior to stipulating the policy and chronic illnesses;
- d. situations of armed conflict, invasion, acts by foreign enemies, hostilities, war, strikes, uprisings, popular tumult, acts of terrorism, earthquakes, volcanic eruptions, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- e. bankruptcy of the Carrier or Travel Agency or Organiser;
- f. 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, except for quarantine due to COVID-19;
- g. causes or events that cannot objectively be documented;
- h. deposits and/or advances that are not justified by penalty tax documents;

i. failure by the Insured Party to send the communication (pursuant to the section OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM) before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding Day Hospital and Accident & Emergency Care) of a family member.

Cover is also not due for claims caused by or resulting from:

- a. war, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
 - b. strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism;
 - c. wilful misconduct on the part of the Insured Party.
- Cover is excluded following events consequent to laws and/or Decree Laws issued for COVID-19.

Art. 44. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM

In the event of a change and/or compulsory renunciation of the travel or lease, the Insured Party must, within five calendar days of the onset of the cause of the renunciation and in any case before the travel start date, make a declaration, by accessing the portal <https://sinistronline.europassistance.it> and following the instructions (or accessing the website www.europassistance.it – claims section, directly) or

must send a telegram or fax to 02.58.47.70.19, with a written declaration addressed to: Ufficio Liquidazione Sinistri (Annullamento Viaggio) (Claims Liquidation Office – Travel Cancellation) – Europ Assistance Italia S.p.A. – Piazza Trento, 8 – 20135 Milan, specifying:

- first name, last name, address, telephone number;
 - Europ Assistance card number;
 - authorisation to the processing of personal data by including the following declaration in the report, which must be signed by the Insured Party and by all other persons whose Personal Data are provided to the Company: "I hereby authorise Europ Assistance Italia S.p.A. to process my personal data, including sensitive data, to evaluate the liquidation of the claim";
 - the reason for the cancellation or change;
 - place at which the Insured Party can be contacted.
- If the renunciation and/or change to travel or lease is due to illness and/or injury of any of the persons listed under point a) of the Article entitled "Subject of the insurance", the declaration must also specify:
- the address where said persons can be contacted;
 - the type of pathology;
 - the pathology start and end.
- Within 15 days of the above declaration, the Insured Party must also provide Europ Assistance Italia S.p.A. with the following documents:
- copy of the Europ Assistance card if held by the Insured Party;
 - in the event of illness or injury, medical certificate stating the date of the injury or onset of the illness, the specific diagnosis and days' prognosis;
 - in the event of hospitalisation: a true copy of the original medical record;
 - in the event of death, the death certificate;
 - travel registration card or similar document;
 - receipts (deposit, balance, penalty) of payment of the travel or lease;
 - billing statement confirming the booking as issued by the Travel Agency/Organisation;
 - an account statement confirming the trip issued by the Contracting Party;
 - invoice of the Travel Agency/Organisation in relation to the penalty charged;
 - copy of the cancelled ticket;
 - travel regulation and programme;
 - travel documents (visas, etc.);
 - travel booking contract.

Europ Assistance has the right to gain possession of travel and/or lease documents not used by the Insured Party.

Breach of the obligations relating to the declaration of the claim may result in the loss of a right to indemnity, in accordance with Art. 1915 of the Italian Civil Code.

Art. 45. CRITERIA FOR LIQUIDATION OF DAMAGES

Europ Assistance reimburses the cancellation penalty:

1. in the event of a change and/or forced renunciation of travel caused by hospitalisation (excluding Day Hospital and Accident & Emergency Care) or death; the penalty will be reimbursed without applying any excess;
2. in the event of renunciation and/or change not caused by hospitalisation or death, the penalty will be reimbursed with the application of an excess equal to 20% of the total cost of the penalty;
3. in the event of renunciation and/or change caused by a persistent, chronic illness, the penalty will be reimbursed with

the application of an excess equal to 30% of the total cost of the penalty.

It is agreed that the calculation of the reimbursement will be equivalent to the percentages of penalties existing as at the date on which the event took place (Art. 1914 of the Italian Civil Code). Therefore, if the Insured Party should cancel travel after the event, any greater penalty will be at his/her expense. In the event of illness or injury, Europ Assistance reserves the right to send its own doctor to certify that the conditions of the Insured Party are such as to prevent his/her travel.

Art. 46. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 47. EFFECTIVE DATE AND DURATION OF COVER

The cover for each Insured Party applies from the date on which the travel/lease is registered/confirmed and runs until the start date of the travel/lease, with "start date of travel" meaning the date on which the Insured Party was required to go to the place of departure and "start date of lease" meaning the date on which the stay begins.

Art. 48. DETERMINATION OF MAXIMUM COVER

For the "Travel or lease cancellation expenses" cover, the maximum cover is as follows: the value of the travel/lease booked, which may never in any event exceed Euro 5,000.00 per Insured Party and Euro 15,000.00 per claim, where multiple Insured Parties are registered for travel contemporaneously together.

SECTION VI – EXTENSION OF STAY INSURANCE

Art. 49. INSURED PARTIES

The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 50. SUBJECT OF THE INSURANCE

The Cover applies in the following cases:

Case A) if a COVID-19 epidemic/pandemic affects you and you are forced to quarantine;

or

Case B) if you are forced to extend your stay due to a positive result to a control of your state of health, by government directive in the country in which you find yourself during your Travel, performed on you at the departure port/airport/station prior to returning to your residence or to reach the subsequent destination.

In these cases, Europ Assistance will indemnify you by way of reimbursement for the costs of your hotel/lease due to the extension of your stay.

In both case A) and case B) Europ Assistance will indemnify you for Euro 100.00 per day for a maximum of 15 days per Insured Party and period of duration of Cover. Only a single indemnity will be provided, i.e. without summing the two cases.

Art. 51. EXCLUSIONS

Claims as caused by the following are excluded:

- 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, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
 - c. epidemics and pandemics except for that due to COVID-19;
 - d. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.
- The cover also excludes:
- e. claims occurring in countries in a state of war that makes it impossible to provide assistance;
 - f. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

Art. 52. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 53. EFFECTIVE DATE AND DURATION OF COVER

Extension of Stay Cover is effective from the start date of the trip and expires within 15 days of the end of the trip in the event of forced extension due to Covid-19.

SECTION VII – HOSPITALISATION INDEMNITY COVER

Art. 54. INSURED PARTIES

The following are insured:

- the natural person resident in one of the European Union Member States or in Switzerland, who has purchased a tourist package/service from the Contracting Party.
- the natural person resident in a non-European Union country who has purchased a tourist package from the Contracting Party with the exclusive destination being a European Union Member State or Switzerland.

Art. 55. SUBJECT OF THE INSURANCE

If, within 15 days of returning from Travel you were hospitalised for at least 7 consecutive days for COVID-19, Europ Assistance pays you an **Indemnity of Euro 1,000.00** per Insured Party, per claim and per period of duration of Cover.

Art. 56. EXCLUSIONS

Claims as caused by the following are excluded:

- g. wilful misconduct or gross negligence except as indicated in the individual cover;**
- h. flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;**
- i. epidemics and pandemics except for that due to COVID-19;**
- j. wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism. The cover also excludes:**
- k. claims occurring in countries in a state of war that makes it impossible to provide assistance;**
- l. Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.**

Art. 57. PROFESSIONAL SECRECY

The Insured Party releases any doctors, who may be appointed to examine the claim and who examined him/her before or after the claim, from constraints to professional secrecy with regards to Europ Assistance.

Art. 58. EFFECTIVE DATE AND DURATION OF COVER

Extension of Stay Cover is effective from the start date of the trip and expires within 15 days of the end of the trip in the event of forced extension due to Covid-19.

Art. 59. 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 Conditions.

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

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

The policy shall not apply in the following countries: Syria, North Korea, Iran, Venezuela and Crimea.

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.

EUROP ASSISTANCE ITALIA S.p.A.

Complaints

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: reclami@pec.europassistance.it - e-mail: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection 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 these cases, and for claims relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all documents useful to providing a more complete description of the related circumstances.

The form for submitting the claim to IVASS can be downloaded from the website www.ivass.it.

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

- 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 9/8/2013);
- Assisted negotiation: through a request made by your lawyer to Europ Assistance Italia S.p.A.

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 disputes 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 Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation 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.

Insurance disputes on medical matters (where envisaged by the Insurance Conditions).

In the event of disputes relating to medical issues in connection with accident or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to sinistri@pec.europassistance.it. The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering accident or illness 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.

The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to the IVASS or the competent foreign system activated using the FIN-NET procedure (by accessing the website: http://ec.europa.eu/internal_market/finnet/index_en.htm).

Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Piazza Trento, 8 – 20135 Milano – Tel. 02.58.98.41 – www.europassistance.it
Indirizzo posta elettronica certificata (PEC): EuropAssistanceItalia@pec.europassistance.it
Capitale Sociale Euro 12.000.000,00 (i.v.) - Reg. Tribunale - Piazza Trento, 8 - 20135 Milano e C.F. 00039290951
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 5056 del 26/04/1994 (Gazzetta Ufficiale del 27/04/94, n. 151) - Iscritta alla sezione dell'Albo delle imprese di assicurazione e riassicurazione al n. 1.00008 - Società appartenente al Gruppo Generali, iscritta all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

www.europassistance.it



HOW TO CALL EUROP ASSISTANCE

If necessary, wherever you are and at any time, the Europ Assistance Organisational Structure is operative 24 hours a day.

The specialised staff of the Organisational Structure is at your complete disposal, ready to intervene 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 take any initiative without first having telephoned the Organisational Structure at:

02 58.28.65.32

The following information must be provided:

- Type of service requested
- Name and surname
- Europ Assistance card number
- Address of the place where the Insured is located
- Telephone number

If you are unable to call the Organisational Structure, you can send: a fax to 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN

Europ Assistance must process your data in order to provide the Cover provided for in the Insurance Conditions and therefore requires your consent, as stated in the EU Regulation 2016/679 on the protection of personal data. By calling or writing or having someone call or write to Europ Assistance for you, you freely give consent to the processing of personal data. When necessary, your consent may also extend to the use of data relating to your state of health, criminal offences and convictions, as indicated in the Privacy Policy that you have received.