

# CERTIFICATE OF CONFORMITY OF THE INSURANCE PRODUCT

## **POLICY 40658Q**

The tourist package includes an insurance product covering the following risks:

- Travel assistance
- Medical Expense Cover
- Covid-19 Trip cancellation
- Trip interruption
- Extension of stay
- Hospitalisation cover
- Travel Portion Reimbursement

with the limitations and exclusions indicated in the Information Set.

*"DIGITALTREND ITALIA S.r.I."* has chosen and agreed upon the insurance product with these characteristics acting on behalf of the customer pursuant to Article 1891 of the Italian Civil Code.

# Non-Life Insurance to cover risks during the trip

IPID - Insurance Product Information Document Company: Europ Assistance Italia S.p.A. Product: "Digitaltrend" Mod. 22152



Full pre-contractual and contractual information on the product is provided in other documents. What kind of insurance is it?

This policy insures personal risks while travelling for the purposes of tourism and covers the penalty applied by the Tour Operator.



## What is insured?

✓ Covid-19 Trip or Rental Cancellation Cover

This Cover extends the "Trip Cancellation Cover" provided by the policy no. 40657Q for Covid-19 cases.

With regard to limits of liability, coinsurance, obligations in the event of a claim, and loss settlement criteria, please refer to Basic Policy No. 40657Q.

You may request cover for the expenses of cancelling a trip or rental when you have to cancel the booked trip, as a result of testing positive for Covid-19 , which affects: you and/or your family members directly; your travelling companion directly.

#### EXTRA Cover

#### 1) EXTRA TRAVEL ASSISTANCE

You can request the following benefits, in the case of Covid-19 epidemics/pandemics that affect: you; a member of your family travelling with you, provided he/she is insured; a travelling companion provided he/she is insured; or the consequences of which become manifest in the place where you are during your trip.

Assistance will be provided up to once per Insured, for each type within the policy duration

#### 1.1 RETURN TO PLACE OF RESIDENCE

If you are unable to return to your place of residence by the means you booked at the beginning of your trip, please call the Operations Centre. The Operations Centre will help you book the necessary tickets for your return home. As regards airline tickets, economy class will always be recognised.

Europ Assistance shall pay on your behalf the cost of the ticket for each Insured Person per Policy , up to the maximum amount of Euro 1,000.00 per Insured Person and Euro 2,000.00 per claim..

#### 1.2 ADVANCE ON EXPENSES FOR BASIC NECESSITIES

If you have to extend your stay and find yourself in financial difficulty, you may receive an advance for expenses for basic necessities.

The Operations Centre will pay the invoices for you, on the spot, up to a maximum amount of Euro 3.000,00.

#### 2) EXTRA MEDICAL EXPENSE COVER

With regard to limits of liability, deductibles, obligations in the event of a claim, and loss settlement criteria, please refer to Basic Policy No. 40657Q

Europ Assistance will pay on your behalf (if the technical/practical conditions to proceed are met) or will reimburse you for the urgent, non-deferrable medical/hospital/pharmaceutical expenses incurred at the place of the event, in the following cases:

#### Case A)

During the extended period of your trip, in the event of sudden illness or injury not related to a Covid-19 epidemic/pandemic.

The upper limit is the same as that for the destination of your trip with a maximum limit of Euro 5,000.00.

#### Case B)

During the trip in the event of an illness attributable to a Covid-19

epidemic/pandemic verified by positive findings.

The upper limit is the same as that for the destination of your trip with a maximum limit of Euro 5.000.00.

This Cover extends the "Medical Expense Reimbursement Cover" provided for Basic Policy no. 40657Q for Covid-19 cases.

The limits of liability are per Insured Person and per policy term.

#### 3) EXTENDED STAY COVER Cover applies in

the following cases

Case A) If a Covid-19 outbreak/pandemic affects you and you are forced to quarantine.

## If a Covid-19 epidemic/pandemic directly affects:

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a travelling companion occupying the same room/accommodation,

a mamber of your family travelling with you

and all persons enrolled in the same travel contract/occupying the same rental are forced into quarantine, Europ Assistance reimburses the hotel/accommodation costs (board and lodging) for the period of your extended stay.

if a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person.

Case B) If you are forced to extend your stay due to the positive result of a test of your health that, by government directives of the country in which you are traveling, is done at the port/airport/station of departure before returning to your residence or reaching your next destination

In these cases, Europ Assistance will reimburse you for hotel/accommodation expenses for the extension of your stay.



#### The following are excluded from all types of Cover: wilful misconduct or gross negligence except as indicated in individual cover; floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles; epidemics or pandemics based on declarations from the World Health Organisation, with the exception of Covid-19; war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.

- The following are also excluded: events occurring in those countries that are in a state of war that
- makes it impossible to provide assistance
- Covers/Benefits of any kind arising from laws and/or Decree-laws issued during Covid-19
- ✗ For Covid-19 Trip or Rental Cancellation Expenses Cover, you are also not insured if the cancellation depends on or is caused by: theft, robbery, loss of ID and/or travel documents; the bankruptcy of the Carrier or Agency or Trip Organiser; cancellation by the Tour Operator/Travel Agency; down payments and/or advances that are not justified by tax documents relating to the penalty; your failure to send notification (as per the article "OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM") prior to the start date of the trip/stay, except in the case of waiver due to the death or hospitalisation for at least 24 consecutive hours (excluding Outpatient Hospital and Emergency Department treatment) of a family member; all other matters not indicated in the article "Subject-matter of Insurance"
- For all cover in the Extra Cover, events caused by the following are excluded: bankruptcy of the air carrier or Tour Operator/Travel Agency; cancellation by the Tour Operator/Travel Agency.
  - The following are also excluded:
  - medical expenses related to health tests for Covid-19 mandated by the destination country upon arrival.
  - voluntary extension of the trip by the insured person for personal choices not related to the Covid-19 epidemic/pandemic;

  - failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
  - events for which the Tour Operator must intervene directly in compliance with the obligations arising from the Tourism Code.
- For Extra Medical Expenses Cover CASE A), claims arising from the following are also excluded: mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications; pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth; illnesses that indicate or are the direct consequence of chronic pathological or pre-existing conditions at the start of the trip; accidents arising from the following activities: rock and glacier climbing, acrobatic skiing or water skiing, riding and using bobsleighs, aerial sports in general, operating and using hang gliders and other types of ultra-light aerial vehicles, paragliders and similar, kite surfing, acts of recklessness as well as accidents sustained as a consequence of professional, non-amateur sports (including competitions, trials and training); organ harvest and/or transplantation; car, motorbike or motorboat races and related trials and training; gross negligence; abuse of alcohol or psychotropic drugs; illnesses/accidents arising from the HIV virus; use of narcotics and hallucinogens; attempted suicide or suicide, epidemics or pandemics as declared by the World Health Organisation; all other matters not indicated in the article "Subject-matter of Insurance" In addition, Europ Assistance will not pay you for: - all expenses incurred if you have not directly informed Europ Assistance,
  - directly or through third parties, for hospitalisation or treatment at an Emergency Department.
  - expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa and weight-loss treatments,
  - expenses for dental treatment following a sudden illness,
  - the cost of purchasing and repairing eyeglasses, contact lenses,
  - expenses for orthopaedic and/or prosthetic devices, following a sudden illness, check-ups in Italy for situations resulting from illnesses that began while travelling,
  - the costs of transport and/or transfer to the healthcare facility and/or your place of accommodation.



## Are there any limits on cover?

International Sanctions (valid for all Cover)

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations;

(ii) the European Union; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

For both cases A) and B), Europ Assistance will compensate you for the amount of Euro 150.00 per day for a maximum of 15 days, per Insured Person per Cover period.

There is a single compensation and it does not add up between the two cases. ✓ Hospitalisation Cover

If, within 15 days of your return from your trip, you have been hospitalised for at least 7 consecutive days due to Covid-19, Europ Assistance shall pay you Compensation of Euro 1,000.00 per Insured Person, per Event and per Cover period.

#### ✓ Travel Portion Reimbursement Cover

If you, your family members or a travelling companion included in the cover are forced to interrupt your trip in the event of:

- admission because of the Covid-19 epidemic/pandemic;
- compulsory quarantine because of Covid-19;

 orders/regulations imposed by the supervisory bodies of your country of origin requiring you to return to your home early;

Europ Assistance will pay you the cost of ground services for the days up to the end of your trip, starting from the day when the trip was interrupted.

If a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing the Terms and Conditions of Insurance. This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

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

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan and in the following regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

#### Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance,

indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia

S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation. Continued stay abroad

You may stay abroad for a maximum of 30 consecutive days during the term of this Policy. You will not be insured for events affecting you after 30 days.

# Extra Travel Assistance Cover Limits of Intervention

Europ Assistance does not provider Benefits/Services in Countries considered to be in a state of declared or de facto war if the state of war has been made public. These are the countries listed on https://www.europassistance.it/paesi-in-stato-di-belligeranza with a danger rating of 4.0 or higher. In addition, Europ Assistance cannot provide the services/benefits in countries where local or international authorities do not permit invention in situ, even if there is no risk of war.

#### - Limitation of liability

Europ ASSISTANCE will not pay for damage: caused by the intervention of the authorities of the country in which the assistance is provided, and as a result of any other fortuitous and unpredictable circumstances. Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.



## Where does the cover apply?

✓ Indicates countries where the event occurs for which the cover may be requested. They are divided into three groups:

A) Italy, the Republic of San Marino and the Vatican City State;

B) all European countries and the countries of the Mediterranean Basin: Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, and United Kingdom.

C)all countries in the world.



#### What are my obligations?

When you sign the contract: you have the obligation to make true, accurate and complete declarations.

Untrue, inaccurate or unreported declarations may lead to the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to Articles 1892, 1893, 1894 of the Italian Civil Code.

During the contract: you are obliged to notify any changes that lead to an aggravation of the risk. Failure to provide information may result in the total or partial loss of the right to compensation, as well as the termination of the insurance pursuant to Article 1898 of the Italian Civil Code.

In case of an Event: you have the obligation to notify Europ Assistance Italia S.p.A. in writing of the existence of other insurance policies that you have entered into with the same characteristics as

this one (Article 1910 of the Italian Civil Code) and to observe the deadlines for reporting the event.



## When and how do I pay?

The premium, including taxes, is an integral part of the cost of the trip and is paid together with it.

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## When does cover begin and when does it end?

The "COVID-19 CANCELLATION" Cover begins on the date of booking the Trip and lasts until the date of commencement of the Trip. The commencement of the trip is the time when you were to use the first tourist service specified in the travel contract.

The Extra Cover and the Hospitalisation Indemnity Cover shall start from the date of the beginning of the trip and end within 15 days from the end of the trip.

The TRIP PORTION REIMBURSEMENT Cover shall start from the beginning of the trip and is effective until the end of the trip.

How can I cancel the policy? The policy does not provide for the possibility of cancellation.

## Non-Life Insurance to cover risks during the trip Additional pre-contractual information document for non-life insurance products (Additional non-life IPID)

Company: Europ Assistance Italia S.p.A. Product: "Digitaltrend *Covid"* - Mod. 22152" Date of issue of the additional non-life IPID: 01.09.2022



This document contains additional and complementary information to that contained in the Pre-contractual Information Document for Non-Life Insurance Products (Non-Life IPID), in order to help the potential policyholder/insured person to understand in more detail the characteristics of the product, the contractual obligations and the company's financial situation.

The policyholder/insured person must read the terms of insurance before signing the contract.

Europ Assistance Italia S.p.A., Via del Mulino n. 4 – 20057 Assago (MI)- tel. 02.58.38.41 - <u>www.europassistance.it</u> – email: servizio.clienti@europassistance.it- certified email address: <u>EuropAssistanceItaliaSpA@pec.europassistance.it</u>. Registered in Section I of the Register of Insurance and Reinsurance Companies under no. 1.00108 Company belonging

to the Generali Group, registered in the Register of Insurance Groups Company subject to the management and coordination of Assicurazioni Generali S.p.A.

The shareholders' equity amounts to Euro 91,539,336, of which share capital amounts to Euro 12,000,000 and total equity reserves to Euro 79,539,336.

The solvency ratio for the non-life business is 190%. This ratio represents the ratio between the amount of own funds covering the solvency capital requirement equal to Euro 109,939,000 and the amount of the solvency margin required by regulations in force equal to Euro 57,779,000. The minimum capital requirement is equal to Euro 26,000,000.

The above figures refer to the latest approved financial statements and to the financial situation at 31/12/2020. Subsequent updates on the financial situation will be made available at <a href="https://www.europassistance.it/azienda/bilancio">https://www.europassistance.it/azienda/bilancio</a>.

The contract shall be governed by Italian law



## What is insured?

No information in addition to the information given in the Non-Life IPID

# What is NOT insured?

No information in addition to the information given in the Non-Life IPID

Are there	any limits on cover?
Covid-19 Trip Cancellation Cover (mandatory)	No information in addition to the information given in the Non-Life IPID
Extra Cover (mandatory)	No information in addition to the information given in the Non-Life IPID
Hospitalisation Cover (mandatory)	No information in addition to the information given in the Non-Life IPID
Travel Portion Reimbursement Cover (mandatory)	No information in addition to the information given in the Non-Life IPID



## Where does the cover apply?

No information in addition to the information given in the Non-Life IPID

What are my c	obligations? What o	obligations does the company have?
What do I have to do in case of an event?	Reporting a claim:	<b>Covid-19 Trip Cancellation Cover</b> (mandatory) In the event of an Accident, you must inform the travel organisation or agency or inform the carrier of the formal waiver of the journey and you must lodge a claim

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	<ul> <li>no later than 3 days from when the event causing the cancellation occurred and in any case before the date of commencement of the Trip if the 3-day deadline is after the date of commencement of the Trip. You must lodge the claim within 15 days in the following ways:</li> <li>access the portal <u>https://sinistrionline.europassistance.it</u> or the website www.europassistance.it and the section CLAIMS. Follow the instructions.</li> </ul>
	<ul> <li>by writing a registered letter with return receipt to Europ Assistance - Claims Settlement Office [Ufficio Liquidazione Sinistri] (indicating the cover for which you are making the claim) - Via del Mulino no. 4 – 20057 Assago (MI).</li> <li>You must send Europ Assistance all documentation required under the policy.</li> </ul>
	EXTRA COVER (mandatory) Extra Travel Assistance Cover Always call the Operations Centre of Europ Assistance at the number: +39 02.58.24.58.96 from Italy or abroad. The Operations Centre is open 24/7, 365 days a year. If you cannot telephone, you can send a fax to the Operations Centre at the number 02.58.47.72.01 or a telegram to EUROP ASSISTANCE ITALIA S.p.A Via del Mulino, no. 4 - 20057 Assago (MI)
	<b>Extra Medical Expense Cover and Extended Stay Cover</b> For the Medical Expense Cover only, always call the Europ Assistance Operations Centre on: +39 02.58.24.58.96 from Italy or abroad.
	<ul> <li>For both types of Cover, in the event of a claim, you must report the claim within 60 days in the following ways:</li> <li>access the portal <u>https://sinistrionline.europassistance.it</u> or the website <u>www.europassistance.it</u> and the section CLAIMS. Follow the instructions.</li> </ul>
	<ul> <li>by writing a registered letter with acknowledgement of receipt to Europ Assistance - Claims Settlement Office [Ufficio Liquidazione Sinistri] (indicating the cover for which you are making the claim) - Via del Mulino, no. 4 - 20057 Assago (MI)</li> <li>You must send Europ Assistance all the documentation required under the policy.</li> </ul>
	<ul> <li>Hospitalisation Cover (mandatory) and Travel Portion</li> <li>Reimbursement Cover (mandatory)</li> <li>You must report the claim within 60 days in the following ways:</li> <li>access the portal <u>https://sinistrionline.europassistance.it</u> or the website <u>www.europassistance.it</u> and the section CLAIMS. Follow the instructions.</li> </ul>
	or - by writing a registered letter with return receipt to Europ Assistance - Claims Settlement Office [Ufficio Liquidazione Sinistri] (indicating the cover for which you are making the claim) - Via del Mulino no. 4 – 20057 Assago (MI). You must send Europ Assistance all the documentation required under the policy.
assist	Covid-19 Trip Cancellation Cover (mandatory)           ance under         No services are provided directly by organisations or facilities that have special arrangements with Europ Assistance.
arra	gements: EXTRA COVER (mandatory) Extra Travel Assistance Cover No services are provided directly to you by organisations or facilities that have special arrangements with Europ Assistance other than those indicated in the Assistance Cover.
	<b>Extra Medical Expense Cover</b> No services are provided directly to you by organisations or facilities that have special arrangements with Europ Assistance other than those indicated in the Medical Expense Reimbursement Cover.

		Extended Stoy Cover
		<b>Extended Stay Cover</b> No services are provided directly by organisations or facilities that have special arrangements with Europ Assistance.
		Hospitalisation Cover (mandatory) and Travel Portion Reimbursement Cover (mandatory) No services are provided directly by organisations or facilities that have special arrangements with Europ Assistance.
	Management by	No management by other companies.
	other companies:	no management by other companies.
	Time limitation:	<b>Covid-19 Trip Cancellation Cover</b> (mandatory) Rights arising under the contract shall be time-barred within two years from the day on which the event the right is based on occurred. In the event of a claim, you are obliged to interrupt the limitation period in writing.
		EXTRA COVER (mandatory) Extra Travel Assistance Cover Rights arising under the contract shall be time-barred within two years
		from the day on which the event the right is based on occurred.
		Extra Medical Expense Coverand Extended Stay CoverRights arising under the contract shall be time-barred within two yearsfrom the day on which the event the right is based on occurred.In the event of a claim, you are obliged to interrupt thelimitation period in writing.
		Hospitalisation Cover (mandatory) and Travel Portion Reimbursement Cover (mandatory) Rights arising under the contract shall be time-barred within two years from the day on which the event the right is based on occurred. In the event of a claim, you are obliged to interrupt the limitation period in writing.
Incorrect or reticent declarations	No information in add	dition to the information given in the Non-Life IPID.
	out the necessary ch	<b>Covid-19 Trip Cancellation Cover</b> (mandatory) eccessary documentation, checking the effectiveness of cover and carrying necks, Europ Assistance will determine the compensation due, notify the nd arrange for payment within 20 days from the notification.
	No compensation wi Assistance Operation	EXTRA COVER (mandatory) Extra Travel Assistance Cover Il be paid as the assistance services are provided directly by the Europ ns Centre.
Obligations of the company	After receiving the ne out the necessary ch	ra Medical Expense Cover and Extended Stay Cover ecessary documentation, checking the effectiveness of cover and carrying necks, Europ Assistance will determine the compensation due, notify the nd arrange for payment within 20 days from the notification.
	Hospitalisatio	on Cover (mandatory) and Travel Portion Reimbursement Cover (mandatory)
	out the necessary ch	ecessary documentation, checking the effectiveness of cover and carrying necks, Europ Assistance will determine the compensation due, notify the nd arrange for payment within 20 days from the notification.

When and	how do I pay?
Premium	No information in addition to the information given in the Non-Life IPID.
Reimburs ement	Reimbursement does not apply.

When does c	over begin and when does it end?
<b>Duration</b> No information in addition to the information given in the Non-Life IPID.	
Suspension	There is no possibility of suspending cover.

How can I can	cel the policy?
Reconsideration after entering into the contract	Reconsideration after entering into the contract does not apply.
Termination	There are no cases in which you are entitled to terminate the contract other than those that may be indicated in the section "When and how do I have to pay? - Reimbursement".

# Who is this product for?

Customers who purchase a Policyholder's travel package and related insurance cover and wish to protect themselves against the risks caused by Covid-19, when this situation forces them to extend their trip, or prevents them from starting the trip or concluding it

What costs do	o I pay?
intermediation costs:	the average share received by the intermediary(ies) is: 3%.
HOW CAN I MAKE CO	OMPLAINTS AND RESOLVE DISPUTES?
To the insurance company	You can also send complaints about the contract or management of claims in writing to Europ Assistance Italia S.p.A c.a. Ufficio Reclami:
to IVASS	<ul> <li>If you are not satisfied with the outcome of your complaint, or if you have not received a reply from Europ Assistance Italia S.p.A. within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified email: ivass@pec.ivass.it., attaching documentation relating to your complaint processed by Europ Assistance to your request. In the complaint you must: <ul> <li>indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;</li> <li>indicate the person or subjects the complaint refers to;</li> <li>briefly describe in full the grounds of the complaint;</li> <li>copy of the complaint submitted to the insurance company and any reply that it may provide;</li> <li>all documents useful to describe the relevant circumstances in more detail.</li> </ul> You can find the complaint form on the IVASS website at www.ivass.it</li></ul>
BEFORE TAKING LE	GAL ACTION, alternative dispute resolution systems can be used, such as:
Mediation	By contacting a Mediation Body from those listed by the Ministry of Justice, available at <u>www.giustizia.it</u> (Law 98 of 9 /8/2013).
Assisted negotiation	Sending a request to Europ Assistance Italia S.p.A. via your lawyer
Other alternative dispute resolution systems	Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance). In the event of a dispute regarding the determination and estimation of harm, an appraisal of the contract is necessary where contemplated by the terms of the policy, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office (Ufficio Liquidazione Sinistri) – Via del Mulino 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to sinistri@pec.europassistance.it. In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation. In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the terms of the policy, to solve the dispute. The request to have the contract appraised or to refer to arbitration should

	be sent to: Ufficio Liquidazione Sinistri - Via del Mulino No. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to the address sinistri@pec.europassistance.it. In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation. The foregoing is without prejudice to the right to take legal action. For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at http://ec.europa.eu/internal_market/finnet/index_en.htm).
HOW CAN I MAKE CO	OMPLAINTS AND RESOLVE DISPUTES?
To the insurance company	<ul> <li>You can also send complaints about the contract or management of claims in writing to Europ Assistance Italia S.p.A c.a. Ufficio Reclami:</li> <li>by post: Via del Mulino, no. 4 - 20057 Assago (MI);</li> <li>by fax: 02.58.47.71.28</li> <li>by certified email: reclami@pec.europassistance.it</li> <li>Email: ufficio.reclami@europassistance.it.</li> <li>Europ Assistance Italia S.p.A. will reply to your complaint within 45 days of receipt, as provided for by law.</li> </ul>
to IVASS	<ul> <li>If you are not satisfied with the outcome of your complaint, or if you have not received a reply from Europ Assistance Italia S.p.A. within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax 06/42.13.32.06, certified email: ivass@pec.ivass.it., attaching documentation relating to your complaint processed by Europ Assistance to your request. In the complaint you must:</li> <li>indicate the name, surname and address of the party making the complaint, and a telephone number as applicable;</li> <li>indicate the person or subjects the complaint refers to;</li> <li>briefly describe in full the grounds of the complaint;</li> <li>copy of the complaint submitted to the insurance company and any reply that it may provide;</li> <li>all documents useful to describe the relevant circumstances in more detail. You can find the complaint form on the IVASS website at</li> </ul>
	www.ivass.it. <b>GAL ACTION,</b> alternative dispute resolution systems can be used, such as:
BEI OKE TAKING EEG	
Mediation	By contacting a Mediation Body from those listed by the Ministry of Justice, available at <u>www.giustizia.it</u> (Law 98 of 9 /8/2013).
Assisted negotiation	
Other alternative dispute resolution systems	Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms of Insurance). In the event of a dispute regarding the determination and estimation of harm, an appraisal of the contract is necessary where contemplated by the terms of the policy, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Claims Settlement Office [Ufficio Liquidazione Sinistri] – Via del Mulino no. 4 – 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to sinistri@pec.europassistance.it. In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.  Insurance disputes on medical matters (where contemplated in the Terms of Insurance). In the event of disputes relating to medical matters under accident or health policies, arbitratior must be used where contemplated in the terms of the policy, to solve the dispute. The requess to have the contract appraised or to refer to arbitration should be sent to: Claims Settlemen Office [Ufficio Liquidazione Sinistri] – Via del Mulino no. 4 – 20057 Assago (MI), by registered letter with return receipt or by certified e-mail to sinistri@pec.europassistance.it. In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation. The foregoing is without prejudice to the right to take legal action. For the resolution of cross-border disputes, you can submit a complaint to IVASS or
	activate the competent foreign system through the FIN-NET procedure (at <u>http://ec.europa.eu/internal market/finnet/index en.htm</u> ).

THE COMPANY DOES <u>NOT</u> HAVE A HOME INSURANCE AREA FOR THE POLICYHOLDER/INSURED ON THE WEBSITE FOR THIS CONTRACT, SO AFTER SIGNING THE CONTRACT YOU <u>CANNOT</u> CONSULT THIS AREA, NOR USE IT FOR THE ONLINE MANAGEMENT OF YOUR PERSONAL DATA IN THE CONTRACT.



Europ Assistance Italia S.P.A.

#### "DIGITALTREND EXTRA"

Terms and Conditions of Insurance related to Policy no. 40658Q entered into between

Europ Assistance Italia S.p.A. with registered office in Assago (MI), Via del Mulino, no. 4 - A company authorised to carry out insurance business under the decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100.108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A.

and

Policyholder: Digitaltrend Italia S.r.l with registered office in Milan, Via Piceno n.6 -VAT no. 02599920994 in favour of customers of the Policyholder (hereinafter called the Insured) meaning the Insured pursuant to Article 1891 of the Italian Civil Code (hereinafter - the Policyholder)

in favour of customers of the Policyholder (hereinafter called the Insured Person) meaning the Insured pursuant to Article 1891 of the Italian Civil Code

Edition 01.09.2022



Card no. DGTCV + BOOKING NO.

# **TERMS AND CONDITIONS OF INSURANCE - FORM 22152**

GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED PERSON

#### OTHER INSURANCE Art. 1. -

You may be insured with several insurance companies for the same risk. In the event of a claim, you must inform all insurance companies with which you are insured for the same risk, including Europ Assistance, of the existence of other insurance companies covering the same risk. In this case, Article 1910 of the Italian Civil Code applies.

The purpose of Article 1910 of the Italian Civil Code is to avoid the case where the Insured Person, with several insurance policies for the same risk with different companies, receives a total sum greater than the damage sustained. For this reason, in the event of a claim, the Insured Person must inform each company of all insurance policies taken out with the others for the same risk.

#### **GOVERNING LAW AND JURISDICTION** Art. 2. -

The Terms and Conditions of Insurance are governed by Italian law. For all matters not contemplated in the Terms and Conditions of Insurance and for all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

#### Art. 3. -TIME LIMITATION

Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Article 2952 of the Italian Civil Code applies.

For Cover other than Assistance Cover, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing. It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.

Example: if the Insured reports an Event after the maximum deadline of two years established by the Italian Civil Code, he/she will not be entitled to Compensation.

#### CURRENCY OF PAYMENT Art. 4. -

In Italy, you will receive compensation in euros. If you seek Compensation for expenses incurred in countries that are not part of the European Union or that belong to the European Union, but do not have the euro as their currency, Europ Assistance will calculate the compensation by converting the amount of the expenses you incurred into euros. Europ Assistance calculates compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

#### Art. 5. -PROCESSING OF PERSONAL DATA

Europ Assistance may become aware of and use other people's personal data when providing you with cover. By taking out the Policy, you undertake to make these individuals aware of the privacy notice and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent form: "I have read the privacy notice on data processing and consent to the processing of my personal data relating to health necessary for the management of Cover by Europ Assistance Italia and the parties indicated in the notice."

#### SECTION I - DESCRIPTION OF THE COVER



What is insured?

#### Art. 6. -SUBJECT-MATTER OF INSURANCE

A) COVID-19 TRIP CANCELLATION COVER

(hereinafter - Europ Assistance)

This Cover extends the "Trip Cancellation Cover " provided by Policy no. 40657Q for Covid-19 cases.

With regard to limits of liability, coinsurance, obligations in the event of a claim, and loss settlement criteria, please refer to Basic Policy No. 40657Q.

You may request cover for the expenses of cancelling a trip or rental when you have to cancel the booked trip, as a result of testing positive for Covid-19, which affects: you and/or your family members directly;

- your travelling companion directly.

#### **B) EXTRA COVER**

1) EXTRA TRAVEL ASSISTANCE COVER You can request the following benefits, in the case of Covid-19 epidemics/pandemics that affect:

- you
- your Family member travelling with you, provided he/she is insured,

 a travelling companion provided he/she is insured
 or the consequences of which become manifest in the place where you are during your trip.

Assistance will be provided up to once per Insured, for each type within the policy duration.

#### **1.1 RETURN TO PLACE OF RESIDENCE**

If you are unable to return to your place of residence by the means you booked at the beginning of your trip, please call the Operations Centre. The Operations Centre will help you book the necessary tickets for your return home.

As regards airline tickets, economy class will always be recognised. Europ Assistance shall pay on your behalf the cost of the ticket for each Insured Person per Policy, up to the maximum amount of Euro 1,000.00 per Insured Person and Euro 2,000.00 per claim. Europ Assistance may ask you to return any tickets you were unable to use for your return home.

#### 1.2. ADVANCE ON EXPENSES FOR BASIC NECESSITIES

If you have to extend your stay and find yourself in financial difficulty, you may receive an advance for expenses for basic necessities.

The Operations Centre will pay the invoices for you, on the spot, up to a maximum amount of Euro 3.000,00. The Operations Centre guarantees it will advance Expenses for Basic

Necessities if:

- the money transfer complies with the rules or regulations in Italy
- you can prove you can repay the loaned sum
- Note:

Within one month from the date of the advance, you must repay the amount advanced

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

#### 2) EXTRA MEDICAL EXPENSE COVER

With regard to limits of liability, deductibles, obligations in the event of a claim, and loss settlement criteria, please refer to Basic Policy No. 40657Q. Europ Assistance will pay on your behalf (if the technical/practical conditions to proceed are met) or will reimburse you for the urgent, non-deferrable medical/hospital/pharmaceutical expenses incurred at the place of the event, in the following cases:

#### Case A)

During the extended period of your trip, in the event of **sudden illness or injury** unrelated to a Covid-19 epidemic/pandemic.

The upper limit is the same as that for the destination of your trip with a maximum limit of Euro 5,000.00.



#### Case B)

During the trip in the event of an illness attributable to a Covid-19 epidemic/pandemic verified by positive findings.

The upper limit is the same as that for the destination of your trip with a maximum limit of Euro 5,000.00. This Cover extends the "Medical Expense Reimbursement Cover" provided

for Basic Policy No. 40657Q for Covid-19 cases.

The limits of liability are per Insured Person and per policy term.

#### Example:

- if the limit of indemnity in ITALY of the Basic Policy is Euro 1,000.00, the limit of indemnity recognised for this cover is Euro 1,000.00
- if the limit of indemnity in EUROPE of the Basic Policy is Euro 7,000.00, the limit of indemnity recognised for this cover is Euro 5.000.00

## 3) EXTENDED STAY COVER

Cover applies in the following cases: Case A) If a Covid-19 outbreak/pandemic affects you and you are forced to

- quarantine,
- If a Covid-19 epidemic/pandemic directly affects:
  - -vou.
  - a travelling companion occupying the same room/accommodation,
  - a mamber of your family travelling with you

and all persons enrolled in the same travel contract/occupying the same rental are forced into quarantine, Europ Assistance reimburses the hotel/accommodation

costs (board and lodging) for the period of your extended stay. If a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person.

Case B) If you are forced to extend your stay due to the positive result of a test of your health that, by government directives of the country in which you are traveling, is done at the port/airport/station of departure before returning to your residence or reaching your next destination.

In these cases, Europ Assistance will reimburse you for hotel/accommodation expenses for the extension of your stay.

For both cases A) and B), Europ Assistance will compensate you for the amount of Euro 150.00 per day for a maximum of 15 days, per Insured Person per Cover period.

There is a single compensation and it does not add up between the two cases.

#### **C) HOSPITALISATION COVER**

If, within 15 days of your return from your trip, you have been hospitalised for at least 7 consecutive days due to Covid-19, Europ Assistance shall pay you Compensation of Euro 1,000.00 per Insured Person, per Event and per Cover period.

#### D) TRAVEL PORTION REIMBURSEMENT COVER

If you, your family members or a travelling companion included in the cover are forced to interrupt your trip in the event of:

- admission because of the Covid-19 epidemic/pandemic:
- compulsory quarantine because of Covid-19;
- orders/regulations imposed by the supervisory bodies of your country of origin requiring you to return to your home early;

Europ Assistance will pay you the cost of ground services for the days up to the end of your trip, starting from the day when the trip was interrupted. If a previously established group of participants is registered at the same time, the term "travelling companion" may refer to only one person.



Where does the cover apply?

#### **TERRITORIAL EXTENSION**

Indicates countries where the event occurs for which the cover may be requested. - all countries in the world.

When does the cover begin and end?

#### COMMENCEMENT AND DURATION

The Covid-19 Trip or Rental Cancellation Cover begins on the date of booking the Trip and lasts until the date of commencement of the Trip. Commencement of the Trip means: the time of check-in at the airport or in case of early check-in the passage of boarding controls, or for rentals on the day of the start of the stay.

The Extra Cover and the HOSPITALISATION INDEMNITY COVER shall start from the date of the beginning of the trip and end within 15 days from the end of the trip.

The TRIP PORTION REIMBURSEMENT Cover shall start from the beginning of the trip and is effective until the end of the trip.

#### SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### **EXCLUSIONS**

**GENERAL EXCLUSIONS VALID FOR ALL COVER** 

#### Cover excludes events caused by:

What is not insured?

- a. wilful misconduct or gross negligence except as indicated in individual cover:
- b. floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters, phenomena of the transmutation of atomic nuclei, radiation caused by the artificial acceleration of atomic particles:
- epidemics or pandemics based on declarations from the World Health c. Organisation, with the exception of Covid-19;
- d. war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism.
- The following are also excluded:
- events occurring in those countries that are in a state of war that makes e. it impossible to provide assistance;
- Covers/Benefits of any kind arising from laws and/or Decree-Laws f. issued during Covid-19.

#### EXCLUSIONS RELATED TO INDIVIDUAL COVER

#### COVID-19 TRIP CANCELLATION COVER A)

- You are also not insured if the cancellation depends on or is caused by:
- a) theft, robbery, loss of ID and/or travel documents;
- the bankruptcy of the Carrier or Agency or Trip Organiser; b)
- cancellation by the Tour Operator/Travel Agency; c)
- down payments and/or advances that are not justified by tax documents d) relating to the penalty;
- your failure to send notification (as per the article "OBLIGATIONS OF THE e) INSURED IN THE EVENT OF A CLAIM") prior to the start date of the trip/stay, except in the case of waiver due to the death or hospitalisation for at least 24 consecutive hours (excluding Outpatient Hospital and Emergency Department treatment) of a family member;
- f) all other matters not indicated in the article "Subject-matter of Insurance".

#### **B) EXTRA COVER**

For all covers of the EXTRA COVER, events caused by the following are excluded:

- a) bankruptcy of the air carrier or Tour Operator/Travel Agency;
- cancellation by the Tour Operator/Travel Agency b)
- The following are also excluded:
- medical expenses related to health tests for Covid-19 mandated by the destination country upon arrival.
- voluntary extension of the trip by the Insured for personal choices not related to the Covid-19 epidemic/pandemic;
- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;
- events for which the Tour Operator must intervene directly in compliance with the obligations arising from the Tourism Code.

#### 2) EXTRA MEDICAL EXPENSE COVER

For CASE A) only, claims arising from the following are also excluded:

- a) mental illnesses and mental disorders in general, including organic brain syndromes, schizophrenic disorders, paranoid disorders, manic depression and its consequences/complications;
- pregnancy-related illnesses after the 26th week of gestation and b) illnesses related to childbirth;
- illnesses that indicate or are the direct consequence of chronic C) pathological or pre-existing conditions at the start of the trip;
- d) accidents arising from the following activities: rock and glacier climbing, acrobatic skiing or water skiing, riding and using bobsleighs, aerial sports in general, operating and using hang gliders and other types of ultra-light aerial vehicles, paragliders and similar, kite surfing, acts of recklessness as well as accidents sustained as a consequence of professional, non-amateur sports (including competitions, trials and training);
- organ harvest and/or transplantation; e)
- car, motorbike or motorboat races and related trials and training; f)
- gross negligence; g)
- abuse of alcohol or psychotropic drugs; h)
- illnesses/accidents arising from the HIV virus; i)
- use of narcotics and hallucinogens; j)
- attempted suicide or suicide: k)
- epidemics or pandemics based on declarations from the World Health I) Organisation;



- m) all other matters not indicated in the article "Subject-matter of Insurance".
- In addition, Europ Assistance will not pay you for:
  - all expenses incurred if you have not directly informed Europ Assistance, directly or through third parties, for hospitalisation or treatment at an Emergency Department,
  - expenses for the treatment or elimination of physical defects or congenital malformations, for cosmetic applications, nursing, physical therapy, spa and weight-loss treatments,
  - expenses for dental treatment following a sudden illness,
  - the cost of purchasing and repairing eyeglasses, contact lenses,
     expenses for orthopaedic and/or prosthetic devices, following a
  - sudden illness,
  - check-ups in Italy for situations resulting from illnesses that began while travelling,
  - the costs of transport and/or transfer to the healthcare facility and/or your place of accommodation.

#### Are there any limits on cover?

#### Art. 7. - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) the United Nations; (ii) the European Unior; (iii) the United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Terms and Conditions of Insurance.

Europ Assistance Italia S.p.A. is not obliged to provide any insurance coverage, nor to settle claims, nor to provide any benefits or services described in the Terms and Conditions of Insurance if this would expose it to any sanction, prohibition or restriction pursuant to United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Terms and Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

https://www.europassistance.it/contenuti-utili/international-regulatoryinformation-links

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Venezuela, Bielorussia, Russia, Birmania (Myanmar), Afghanistan and in the following Regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

#### Please Note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance, indemnities/compensation provided for in the Policy, you must demonstrate to Europ Assistance Italia S.p.A. that you are in Cuba in compliance with US laws.

Without authorisation for your stay in Cuba, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

#### LIMITATIONS OF COVER

CONTINUED STAY ABROAD

You may stay abroad for a maximum of 30 consecutive days during the term of this Policy. You will not be insured for events affecting you after 30 days.

#### **B) EXTRA COVER**

#### 1) EXTRA TRAVEL ASSISTANCE COVER

LIMITS OF INTERVENTION

Assistance services/covers are not provided in countries that are in a state of declared or de facto war.

These are the countries listed on <u>https://www.europassistance.it/paesi-in-stato-di-belligeranza</u>, with a danger rating of 4.0 or higher.

Countries are also considered to be in a state of declared or de facto war if the state of war has been made public.

Benefits/services are also not provided in countries where, at the time of the claim and/or request for assistance, civil unrest is taking place.

In addition, benefits/services in kind (i.e. assistance) cannot be provided where local or international authorities do not allow private entities to carry out direct assistance activities regardless of whether or not there is a risk of war.

#### LIMITATION OF LIABILITY

Europ Assistance will not pay for damage:

- caused by the intervention of the authorities of the country in which the assistance is provided,

 as a result of any other fortuitous and unpredictable circumstances.

Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.

SECTION III - OBLIGATIONS OF THE INSURED AND EUROP ASSISTANCE



What obligations do you have and what obligations does the company have?

OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM

#### FOR ALL COVER OTHER THAN ASSISTANCE

You must report the claim in the following ways:

 access the portal <u>https://sinistrionline.europassistance.it</u> or the website <u>www.europassistance.it</u> and the section CLAIMS. Follow the instructions.

or

- write a registered letter with return receipt to Europ Assistance - Ufficio Liquidazione Sinistri (indicating the cover for which you are making the claim) - Piazza Trento, 8 20135 Milan.
- You must provide the following data/documents:
  - your name, surname and address
  - your telephone number;
  - Your Europ Assistance card number and the case number;
  - the circumstances of the event;
  - the date of the event;
  - the place where you or the persons who caused the accident can be found.

The times for reporting a claim are indicated in each type of cover.

#### IN ADDITION, YOU MUST PROVIDE OTHER INFORMATION/DOCUMENTS FOR EACH TYPE OF COVER, AS FOLLOWS:

#### A) COVID-19 TRIP CANCELLATION COVER

In the event of a Claim, you must notify the trip organiser or agent or the carrier of the formal wavier of or change to the Trip and you must file a claim no later than 3 days from when the event causing the cancellation occurred and in any case before the date of commencement of the Trip if the 3-day deadline is after the date of commencement of the Trip.

#### You must disclose:

- Covid-19 test results (rapid and/or serological test);
- certification by the Hospital where you were admitted for Covid-19;

#### **B) EXTRA COVER**

## 1) EXTRA TRAVEL ASSISTANCE COVER

In case of an Event, you must immediately call the Operations Centre on: (+39) 02-58.24.58.96 for calls from Italy and abroad

If you are unable to call the Operations Centre immediately because you are unable to do so, you must call as soon as possible **and in any case always before taking any personal action**.

If you do not call the Operations Centre, Europ Assistance may decide not to provide you with Assistance.

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

#### 2) EXTRA MEDICAL EXPENSE COVER

In case of an Event, you must immediately call the Operations Centre on: (+39) 02.58.24.58.96 from Italy or abroad, you must file a claim within sixty days from when the event occurred.

You must send the following data/documents:

- a first aid certificate issued at the scene of the accident stating the pathology or the medical diagnosis and certifying the type and manner of the injury;
- a true copy of the original of medical records, if you have been hospitalised;
- originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or tax ID number) of the issuers and the holders of the receipts;
- medical prescription for the purchase of medicines with the original receipts for the medicines purchased;
- Covid-19 test results (if testing positive).

#### 3) EXTENDED STAY COVER

You must file a claim **within sixty days from when the event occurred**. You must send the following documentation:

- documentation proving the duration of the extension of your trip
   any hotel/accommodation receipts proving the additional expenses incurred for the extension of your trip
- a declaration from the airport stating that it is impossible to leave.



#### **C) HOSPITALISATION COVER**

You must file a claim within sixty days from when the event occurred. You must send the following documentation:

the discharge certificate from the hospital where you were admitted for Covid-19 stating the reason and duration of hospitalisation.

#### **D) TRAVEL PORTION REIMBURSEMENT COVER**

You must file a claim within sixty days from when the event occurred. You must send the following documentation:

- the registration statement.
- the certificate of hospitalisation,
- the medical certificate stating that quarantine is compulsory; -
- documentation proving the obligation to return to the country of origin;

#### For the management of claims regarding all cover:

Europ Assistance may ask you for other documents needed to assess the claim.

You are obliged to give them.

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

This is established by Article 1915 of the Italian Civil Code.

Article 1915 of the Italian Civil Code: the article explains what happens to the insured if they do not report the claim to their insurer in time.

The insurer is required to compensate the insured for an amount equal to the damage sustained by the insured.

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

If the insured unintentionally causes or aggravates the damage, the insurer may pay less.

#### CRITERIA FOR THE ASSESSMENT AND SETTLEMENT OF THE LOSS/DAMAGE

#### PAYMENT OF COMPENSATION (VALID FOR ALL COVER WITH THE **EXCEPTION OF ASSISTANCE)**

After receiving necessary documentation from you, Europ Assistance will check the Cover is operative and carry out controls, establishing the amount of the Compensation/Reimbursement owing to you and notify you.

Europ Assistance will pay you within 20 days from this notification.

#### **C) HOSPITALISATION COVER**

In the event of death before Europ Assistance has paid the compensation provided for under Cover C) HOSPITALISATION COVER, your heirs shall be entitled to the payment owed, only if they can proof the existence of the right to the compensation/allowance by giving Europ Assistance the documentation required under the Article "Obligations of the Insured in the event of a Claim".

#### **D) TRAVEL PORTION REIMBURSEMENT COVER**

Europ Assistance will reimburse you for the cost of days up to completion of the trip, dividing the total declared/paid cost for ground services by the days of the trip. You must pay for the registration fee.

Europ Assistance will reimburse you for days not used starting from the day of early return as organised by the Operations Centre, excluding the day of departure

#### GLOSSARY

Insured: the natural person who has purchased the travel package from the Policyholder (whom we address on a first-name basis).

Assistance: timely in-kind help provided to you when you are in distress following the occurrence of an Event.

Ticket/Travel Ticket: First class train ticket or economy class air ticket.

Natural disasters: floods, inundations, earthquakes, tidal waves, hurricanes, whirlwinds and other natural phenomena of an exceptional nature, which produce serious material damage that can be objectively ascertained and documented or are identified as such by internationally recognised bodies.

Terms and Conditions of Insurance: Policy clauses containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured and of Europ Assistance.

Policyholder: the Company which carries out the activity of Tour Operator, which has its registered office and fiscal headquarters in Italy, the Republic of San Marino, or the Vatican City and which underwrites the policy in favour of third parties and undertakes the relative charges

Travelling Companion: insured person and participant in the trip together and at the same time as you.

Covid-19: acronym for COronaVirus Disease 19, the disease caused by the novel Coronavirus.

Destination: the place indicated on the travel contract/booking statement of the Policyholder as the destination of the stay or the first stop in the case of a journey that includes an overnight stay.

Domicile: the place where the individual has established the principal seat of their business and interests

Europ Assistance: the Insurance Company with Registered Office, Head Office and Offices in Via del Mulino, 4 – 20057 Assago (MI) – Certified Electronic Mail (PEC) address: EuropAssistanceItaliaSpA@pec.europassistance.it - A company authorised to carry out insurance business under Decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Italian Official Gazzete no. 152 of 1 July 1993) - Registered in section I of the Register of Insurance and Reinsurance Companies under no. 100108 - Company belonging to the Generali Group, registered in the Register of Insurance Groups Company managed and coordinated by Assicurazioni Generali S.p.A.

Event: the occurrence of the harmful event leading to one or more claims.

Family member: the spouse, cohabiting partner, children, parents, brothers/sisters, son-in-law/daughter-in-law, grandparents, grandchildren, mother-in-law/father-in-law, son-in-law/daughter-in-law and all those living in the same household as the Insured, provided that they are certified by a registry office.

Cover: insurance cover that does not fall under the definition of "Assistance", for which Europ Assistance will directly reimburse the damage that you may suffer, provided that the relative premium has been duly paid.

Compensation: the amount due by Europ Assistance in the event of a claim. Accident: the event due to a fortuitous, violent and external cause that results in objectively ascertainable physical injury whose consequence is death, or permanent or temporary disability.

Healthcare Facility: public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, duly authorised to provide medical and surgical care. Spa establishments, convalescent and residential homes, and weight and beauty treatment or weight loss clinics are excluded.

IVASS: Istituto per la Vigilanza sulle Assicurazioni (Institute for Insurance Supervision), name taken by ISVAP from 1 January 2013;

Illness: any alteration in the state of health that is not due to an accident.

Chronic disease: an illness pre-existing on the date of booking the trip and which has required diagnostic treatment, hospitalisation or treatment/therapy, or diagnostic tests with positive result in the last 12 months.

Sudden illness: acute onset illness of which you were unaware and which is not a manifestation, even sudden, of a pathology known to you.

Pre-existing Condition: an illness that indicates or is the direct consequence of pre-existing pathological conditions at the time of booking the trip.

Limit of liability/Insured sum: the maximum amount, established in the Policy, for which Europ Assistance undertakes to provide Cover and/or Assistance on your behalf, for one or more events occurring during the trip. **Policy:** the contract between Europ Assistance and the Policyholder whereby the

Policyholder undertakes to pay a premium to Europ Assistance, which undertakes to pay compensation for any damage indicated in the contract. The policy consists of the General Terms and Conditions of Insurance for the Policyholder and the Terms and Conditions of Insurance.

Premium: the amount owed by the Policyholder to Europ Assistance in accordance with the provisions of the Policy. Residence: the place where the individual permanently resides.

Hospitalisation: hospitalisation involving overnight stay in a healthcare facility. Risk: probability that the covered event may occur.

the occurrence of the harmful event for which the insurance benefit/cover is recognised.

Medical expenses Coinsurance: the part of the amount of the loss/damage, declared as a percentage, which must be borne by you with a minimum expressed as an absolute value

Medical/pharmaceutical/hospital expenses: are understood to be the costs of surgery (fees of the surgeon, assistants and anaesthetist, operating theatre and operating equipment charges) and healthcare costs (hospital charges, specialist medical advice, medicines, tests and diagnostics). Hospitalisation fees indicate the cost of a day's stay at the Healthcare Facility. The cost also includes medical and nursing care.

Operations Centre: the centre of Europ Assistance Italia S.p.A. - Via del Mulino n. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, every day of the year, providing telephone contact with the Insured, and the organisation and delivery of the Assistance provided for in the Terms of Insurance. Trip/travel: travel for tourism purposes.

In the case of travel by plane, train, coach or ship, this means the stage from the station of departure (airport, port or railway station) of the journey to the station of arrival. In the case of travel by car or other means other than ship, plane or coach, this means any location more than 50 km from the place of residence in Italy of the Insured person. For Vehicle Assistance only, no per-kilometre deductible applies.



## HOW TO REQUEST ASSISTANCE

To receive Assistance, you can telephone the Operations Centre of Europ Assistance, which is available 24 hours a day. The Operations Centre will give you all information or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

IMPORTANT: do not take any initiative without first consulting the Operations Centre, calling the number:

## (+39) 02-58.24.58.96

You can contact Europ Assistance by clicking on the link: https://cruisetopic.quickassistance.it/



You must provide the following information:

- Type of intervention required;
- name and surname;
- address of your location;
- telephone number.

If you are unable to telephone the Operations Centre, you may send: a fax to the number 02.58477201

In order to provide the cover provided in the Terms and Conditions of Insurance, Europ Assistance needs to process your data and for this it needs your consent, as says the EU Regulation 2016/679 on the protection of personal data. You can freely give your consent to the processing of your personal data by telephoning or writing to Europ Assistance. When necessary, consent may also cover the use of data relating to the state of health or criminal offences and convictions, as indicated in the Information on data processing that you have received.

#### COMPLAINTS

Any complaints about the contract or management of claims must be made in writing to: Europ Assistance Italia S.p.A. - Ufficio Reclami - Via del Mulino n. 4 - 20057 Assago (MI); fax: 0258 477128, certified email: reclami@pec.europassistance.it - email: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of your complaint, or if you have not received a reply within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified email: <u>ivass@pec.ivass.it</u>, attaching documentation relating to your complaint processed by Europ Assistance to your request. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate:

- the name, surname and address of the party making the complaint, and a telephone number as applicable;
- the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

The form for submitting a complaint to IVASS can be downloaded from www.ivass.it.

Before taking legal action, you can use alternative dispute resolution systems provided by law or conventionally.

- Mediation: by contacting a Mediation Body from those listed by the Ministry of Justice, at <u>www.giustizia.it</u> (Law 9/8/2013 no. 98);
- Assisted negotiation: by sending a request to Europ Assistance Italia S.p.A. via your lawyer

# Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms and Conditions of Insurance).

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino No. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

#### Insurance disputes on medical matters (where contemplated in the Terms of Insurance).

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino No. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: sinistri@pec.europassistance.it. Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

The foregoing is without prejudice to the right to take legal action.

For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at <a href="http://ec.europa.eu/internal\_market/finnet/index\_en.htm">http://ec.europa.eu/internal\_market/finnet/index\_en.htm</a>).



# PRIVACY NOTICE

#### WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA S.P.A.

Information on data processing for insurance purposes

(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

Personal data is information about a person that enables him or her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions. There are regulations<sup>1</sup> protecting personal data from misuse. Europ Assistance Italia, a Data Controller, complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the Data Protection Officer at Europ Assistance Italia Ufficio Protezione Dati Via del Mulino no. 4 - 20057 Assago (MI) or by email to Uffic

Why Europ Assistance Italia uses your personal data and what happens if you do not provide data or do not authorise its use

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and COVER, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes:* - to carry out the activity that is foreseen by the Policy or to provide the SERVICES and COVER; to carry out insurance business, <u>for example</u> proposing and managing

the Policy, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location (geolocation), is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; automated decision-making processes <sup>2</sup>are used in some of the processes of managing SERVICES and COVER[2].

- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including data relating to your health for which you have given your consent, or data relating to criminal offences and convictions, is processed in the legitimate interests of the company and third parties:

to carry out activities required by law, such as the retention of Policy and claim documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator, IVASS: your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for insurance purposes and therefore will not be able to provide the SERVICES and COVER.

#### How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, staff and external parties/companies<sup>3</sup>, uses personal data that it has obtained from you or from other persons (such as, for example, the policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app.

For insurance purposes, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector that are involved in managing relations with you and other entities performing technical, organisational and operational activities<sup>4</sup>

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information about the transfer of your personal data outside the European Union by contacting the Data Protection Office. Europ Assistance Italia will not make your personal data available to the public.

## How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

· Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations

- · Common personal data collected on any occasion (for example when entering into a Policy, requesting a quote) accompanied by consent/refusal to consent to sales promotions and profiling are retained without expiry, as is evidence of relevant changes you make over time to the consent/refusal. You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal conditions that require its retention.
- · Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code

 Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.
 In general, for all matters not expressly specified, the ten-year retention period indicated in Article 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply

#### What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at www.garanteprivacy.it,

- How can you exercise your rights to protect your personal data?
  To find out which of your personal data is used by Europ Assistance Italia (right of access);
  to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at Europ Assistance Italia;
- 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 the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes

if the processing carried out by the Data Controller is based on your consent, to withdraw the consent given, it being understood that the withdrawal of the consent previously given does not affect the lawfulness of the processing carried out before the withdrawal. vou can write at any time to:

Data Protection Office - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI) also by e-mail: UfficioProtezioneDati@europassistance.it

#### Changes and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future changes to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website www.europassistance.it where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

<sup>&</sup>lt;sup>1</sup> Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

<sup>&</sup>lt;sup>2</sup> Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the services of a Claims handler in relation to Benefits, you can call the Operations Centre in relation to the Cover, you can write to the Claims Department at the contact address provided on the website www.europassistance.it and on the Policy. <sup>3</sup> In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational

and operational nature. They are for example; agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisors, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

<sup>&</sup>lt;sup>4</sup> The Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services. Information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Controllers is available from them (e.g. from suppliers) and/or at www.en tance.it