

Policy No. 29230064-PV20

Tariff Code IX0021

## Your Insurance Policy

This insurance contract is stipulated with ERGO Reiseversicherung AG's Branch Office and General Agent for Italy.



ERGO Reiseversicherung AG

### Summary of Services Included

Insurance Package Summary		
GUARANTEES	MAXIMUM COVER	EXCESS/LIMITS
Travel Assistance	Specific for each service	NO
Reimbursement of medical Expenses	Italy: € 1.000 Worldwide: € 10.000 For EEA residents travelling within Italy the "Worldwide" limits apply	€ 50
Trip Cancellation	Up to € 4.000/person, € 10.000/event.	0% in the event of death or hospitalisation for over 3 days, 15% all other cases. In case of non-contextual issuance (but in any case before the 45 days prior to trip start) the excess is increased to 20% in all cases.
Interruption of the stay	To € 4.000/person, € 10.000/event.	NO

#### Age Limit:

This policy cover is available to persons under the age of 90.

#### Territorial Validity:

This policy cover is valid for destinations within Italy.

#### Maximum Policy Term

This maximum term of this cover is those dates indicated in the travel policy document. In any case trips may only last up to 30 days from the departure date of each trip.

### IMPORTANT REFERENCES

Assistance while Travelling  
Operational Centre  
24 hrs, 365 days/year

**+39.02.30.30.00.05**

In cases of request for Assistance while travelling you must call the Contact Centre to initiate the necessary claim procedures and before undertaking any personal initiatives.

#### To open a claim

+39.02.00.62.02.61 – **opzione 3**  
Mon.-Fri. 9.00-20.00; Sat. 9.00-14.00

For already existing claims

+39.02.00.62.02.61 – **opzione 4**  
Mon-Wed-Fri 9,30-12,30; Tue-Thu 14,30 – 17,30

[claims@ergoassicurazioneviaggi.it](mailto:claims@ergoassicurazioneviaggi.it);

PEC: [ergoassicurazioneviaggi@legalmail.it](mailto:ergoassicurazioneviaggi@legalmail.it)

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## Contract Information

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### 1. Contract Stipulation Procedures – Timelines

This insurance cover runs from the moment the Policyholder enters into the contract. Said contract must be stipulated on booking or purchasing the tourist service, or in any case not within the 45 days prior to beginning of the stay. Policyholders must read the Terms and Conditions of the Policy carefully.

### 2. Persons eligible for cover

This policy provides cover for persons:

- resident in the European Union or EEA; For EEA residents travelling within Italy the Worldwide” limits apply
- with the appropriate legal powers on signing up for this policy;
- below the age of 90 (the policy is still valid for persons that reach said age during the term of the contract).

### 3. Persons not eligible for cover

This Policy does not provide cover for persons suffering from AIDS, alcoholics, drug addicts and those suffering from the following mental illnesses: organic brain syndromes, schizophrenia, paranoia and forms of manic depression.

That set out in art. 1898 of the Civil Code shall be applied if one or more of the aforementioned illnesses arise during the course of the Contract;

Persons not domiciled or not resident in the EEA are not eligible for cover.

### 4. Start Date and Validity

Services and insurance cover come into force and are valid:

- for all guarantees: from the time and date indicated in the travel document; extending up to a maximum of 5 days beyond the expiry date should the return journey be delayed due to causes not attributable to the Policyholder
- If the insurance premium has been paid.

The Company refuses any liability resulting from delays or impediments arising whilst providing the relative services if due to circumstances beyond its control.

### 5. Validity

This Insurance covers trips to Italian destinations and lasting up to a maximum of 30 days.

### 6. Insurance Cover offered

The Insurance Cover provided is that set out in the General Terms and Conditions of the Policy described hereunder according to the type of product chosen by the Policyholder and indicated in the Policy Certificate.

### 7. Making a Claim – Requesting Assistance and Policyholder Obligations

#### Management of the request for assistance

In case of requests for Medical Assistance while travelling, the Insured person or whoever on his/her behalf, before undertaking any initiative, must immediately contact the Assistance Platform using the reference number indicated below, communicating the type of assistance requested, as well as his personal data, address and phone number from where he is calling, to allow the Centre to contact him/her and follow up on the request for assistance. The insured person must follow the instructions received.

The Company reserves the right to refund – if due – up to an amount equivalent to the costs the Contact Centre would have sustained if it had been informed **in time and thus able to manage and negotiate the case directly in the event of the Policyholder's unjustified default.**

#### To make a claim or request a refund

For Travel Cancellation refund requests, the Insured or whoever must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 48 hours of the cancellation communicated to the organizer or Carrier.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

For reimbursement requests due to Interruption of stay for medical reasons, the Insured must make prior contact with the Operation Center on **+39 02 30.30.00.05**, and wait for the relative authorization.

For requests for reimbursement of other types (e.g. Baggage), the Insured or his representative must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 7 days.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

Failure to comply with even one of the above obligations may result in the total or partial loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.

### 8. Contract related complaints

Contract Management related complaints, as regards the attribution of liability, effectiveness of those services provided and quantifying and paying those sums due, must be addressed directly in writing to ERGO Assicurazione Viaggi: Complaints Department - ERGO Reiseversicherung AG Rappresentanza Generale per l'Italia - Via Pola, 9 - 20124 Milan, E-mail: reclami@ergoassicurazioneviaggi.it, CEA ergoassicurazioneviaggi@legalmail.it, fax +39.02.76.41.68.62. The Complainant may contact IVASS if dissatisfied with the outcome of the complaint or the Company's failure to respond within the maximum term of 45 days contacting: IVASS – Consumer Protection Service - Via del Quirinale, 21 - 00187 Rome - telephone 06.42.133.1, enclosing a summary of the documents relating to the complaint in question. For further information on the procedures refer to [www.ergoassicurazioneviaggi.it](http://www.ergoassicurazioneviaggi.it) - *Contact section*.

All disputes regarding the amount of damages and attribution of liability must be submitted to the Judicial Authorities, in addition to means of conciliation, if available.

### 9. Right of withdrawal

The Insured may exercise his or her right to withdraw from the insurance cover by sending a notice to the Company within 10 days from the date of issue of the policy and/or payment of the premium and in any case no later than the date on which the policy takes effect. The Company acknowledges the reimbursement of the premium net of insurance taxes and on a pro rata temporis basis with respect to the risk incurred.

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## Definitions (Glossary)

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The definitions set out herein are an integral part of the insurance policy and describe the meaning of those terms included in the Terms and Conditions of the policy.

**Purchase of Basic Necessities:** this means those articles and objects strictly necessary to maintain an appropriate level of hygiene (for example, toothbrush, toothpaste, shampoo and shower gel), a respectable appearance (clothing), good health and safety (for example contact lenses or glasses, life-saving medicines).

**Geographical Area:** the area or country Policyholders have booked to travel to or for which they have entered into this insurance agreement and from which they shall return within the booked period.

**Policyholder:** the subject or subjects indicated on the travel agreement benefitting from the insurance cover, resident or domiciled in the EEA, whose interests are protected by said insurance.

**Insurance:** the insurance agreement.

**Assistance:** the immediate assistance the Company must provide Policyholders, via the Contact Centre, finding themselves in difficulty following an incident.

**Mediterranean Basin:** that group of countries overlooking the Mediterranean Sea (see also "Europe and Mediterranean Basin").

**Baggage:** personal effects, sports equipment, gifts and souvenirs from the trip for personal use and belonging to the Policyholder.

**Contact Centre:** that group of operators, doctors and engineers the Company makes available to Policyholders 24 hours a day, 365 days a year, that keep in telephone contact with the Policyholder, organise and provide those services provided for in the policy and manage claims. The Contact Centre for Italy is that of Inter Partner Assistance S.A. (on ERGO Reiseversicherung AG's behalf).

Travelling Companion: the person accompanying the Policyholder throughout the entire trip and indicated on the same insurance certificate.

Contracting Party: the natural or corporate person, specifically Frigerio Viaggi, stipulating the insurance agreement on behalf of its customers that do adhere to the terms and conditions thereof.

Contract: the insurance agreement purchased and signed by the Contracting Party, containing the Information Set.

Domicile: location where Policyholders live, even temporarily, and have their business or economic interests in the EEA.

EEA - European Economic Area: Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary and Switzerland.

ERGO Assicurazione Viaggi: ERGO Reiseversicherung AG's commercial brand name

Abroad: all Countries outside of Italy, the Republic of San Marino and the State of the Vatican City.

Europe and the Mediterranean Basin: the geographical territory extending from the Iberian Peninsula to the Ural Mountains, including the Canary Islands, Madera and those Countries on the Mediterranean Sea (Morocco, Algeria, Tunisia, Libya, Egypt, Cyprus, Israel, Lebanon, Syria and Turkey).

Excess: that amount indicated in the Policy Certificate or Terms and Conditions of Insurance deducted from the compensation amount as calculated by the Company, following a claim, remaining at the Policyholder's expense.

Close Relative: the Policyholder's spouse or partner and relatives up to the second degree of kinship (therefore: the Policyholder's children, parents, brothers and sisters, grandparents, in-laws, daughters and sons-in-law, brothers and sisters-in-law, adopted children and step-mothers and fathers).

Theft: that crime, provided for in Art. 624 of the Criminal Code, committed by anyone that takes possession of another person's belongings, to make a profit for themselves or other third party.

Guarantee: cover or service – other than assistance – offered by the Company in the event of an incident, in accordance with the provisions of the Insurance, consisting in a refund, reimbursement and/or compensation for damages suffered by the Policyholder.

Injury: the event that due to fortuitous, violent and external cause led to evident bodily injuries.

Permanent invalidity: the Policyholder definitively losing, in whole or in part, the general ability to carry out any work, irrespective of their profession.

Treatment Centre: public hospitals, clinics or private treatment centres, authorised by the competent authorities to admit sick people and provide medical assistance. Spas, convalescent homes, rehabilitation centres, as well as health clinics and those for dietary or aesthetic purposes are not considered to be treatment centres.

Italy: the whole of the national territory including: the Republic of San Marino and the State of the Vatican City.

Illness: any objective change in an individual's state of health.

Pre-existing Illness: illness that is the direct expression of pathological and/or recurrent situations or existing before the policy was signed, and/or that had resulted in treatment, care or hospitalisation or that was diagnosed before stipulating this agreement.

Limit of Liability: the maximum amount, fixed in the Policy Certificate or Terms and Conditions of Insurance, up to which the Company undertakes to provide said guarantee or assistance.

Public Means of Transport: all aircraft, as well as land vehicles and boats destined to transport passengers with fixed timetable, itinerary, frequency and tariffs (official and published) that, according to specific authorisations or concessions, continuously or periodically link one or more locations. Therefore, by way of example, hired vehicles, taxis and means of transport equipped for sightseeing tours are excluded.

World: all Countries and their relative territories.

Premium: the amount of money the Contracting Party owes the Company.

Services: solely for the Policy Assistance Sections – those services the Company provides Policyholders, via the Contact Centre, in the event of an incident.

Property Irregularity Report (P.I.R.): claims document confirming the damage caused, provided by the Airline or subject storing or looking after the baggage.

Pro Rata Temporis: indicates the compensation method applied solely for the period actually covered by said insurance.

Quarantine: compulsory confinement designed to stop the spread of a contagious disease to which the Insured or a traveling companion may have been exposed. Quarantine that applies generally or extensively to a part or all of a population or geographical area, or that applies at the place of departure, destination of the trip or at intermediate stops is excluded from insurance cover

Residence: the Policyholder's usual place of residence.

Hospitalisation: stay in a treatment centre involving an overnight stay.

Excess: that amount of compensation, expressed in a percentage, that remains at the Policyholder's expense as set out in the Insurance Certificate or Terms and Conditions of Insurance.

Incident: an event that results in damages covered by this insurance.

Company: the Insurance Company, that is ERGO Reiseversicherung AG.

Current value: by this we mean the new value of a similar type object of the same quality, reduced by an amount representing the loss in value due to wear and tear.

Material Value: current value of the material excluding the data contained therein or recovery thereof as well as the intellectual value.

Trip: transfer, accommodation or rent resulting from the relative contract or travel document, involving a journey of at least 20km from the Policyholder's place of residence.

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## General Terms and Conditions of Insurance

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### General Provisions

The following general terms and conditions apply to all Sections of the Travel Policy offered by ERGO Reiseversicherung AG.

#### 1. Insured Persons

Insured subjects are those natural persons resident or domiciled in the EEA, below 90 years of age and indicated in the travel document.

Said insurance policy remains in force until its expiry date for those reaching said age during the term of the contract.

For EEA residents travelling within Italy the "Worldwide" limits apply

#### 2. Validity, commencement and expiry of the contract

Benefits and insurance cover shall commence and shall be valid:

- a) for the specific trip indicated in the travel documents, in relation to tourist services offered by the Organiser
- b) for journeys undertaken for tourism, study or business purposes;
- c) within the limits of the funds and services of the place where the event occurred, provided that this is included in the macro area of destination for which the policy was issued.
- d) For the Trip Cancellation guarantee from the date of issue of the policy until the moment the trip begins, with the first tourist service provided by the Policyholder;
- e) For Medical Assistance and Medical Expenses guarantees from the moment the first service provided by the travel contract begins until the moment the last formality provided for in the travel contract itself is completed, but in any case no later than 30 days from the date of commencement of the trip; the insurance extends beyond the expiry date - up to a maximum of 5 days, only if the scheduled date of the trip is delayed for reasons not dependent on the Insured;

In accordance with art. 1901, subsection 1, of the Civil Code, this insurance comes into force on the date indicated in the policy, if the premium has been paid, otherwise it comes into force at midnight on the payment date.

In the event of a claim the Company is released from providing any services should the premium result unpaid for reasons attributable to the Contracting Party.

#### 4. Changes to the policy - Form of communications

Any communication from the Insured, with the exception of prior call to the Operation Center, must be made in writing. Any changes to the insurance must be proved in writing.

#### 5. Exclusions common to all Guarantees

This insurance cover excludes all compensation, services, consequences and/or events resulting directly or indirectly from:

- a) Reasons or causes that have already arisen on stipulating the policy or that were reasonably foreseeable;
- b) Causes and events that are not appropriately documented.

- c) Unlawful or malicious behaviour (whether committed or attempted) or due to carelessness or gross negligence; suicide or attempted suicide, self-harm or intentional exposure to danger (except in an attempt to save lives);
- d) Any chronic or pre-existing or pre-existing medical condition (relating to illness or injury) which has been the subject of medical consultation or examination and/or treatment or which has occurred and/or has been contracted prior to the booking of the trip (excluding death);
- e) Psychological and psychological disorders in general, neurosis, psychiatric, neuro-psychiatric, nervous or mental illnesses, states of anxiety, stress or depression psychological reaction resulting from fear (e.g. an act of war, popular uprising, act of terrorism, plane crash);
- f) Intoxications, illnesses and injuries resulting from alcohol and psychotropic drug abuse as well as from the non-therapeutic use of drugs, hallucinogens or other substances not prescribed by a doctor, alcohol and drug addiction, HIV-related illnesses, acquired immune deficiency syndrome (AIDS);
- g) Diseases dependent on pregnancy, beyond the 26th week of gestation and puerperium. Threat of abortion in the event of carelessness or malice on the part of the insured. Voluntary termination of pregnancy, assisted reproduction and related complications; non-premature birth; treatment for infertility or impotence;
- h) Acts of recklessness or dangerous sporting activities. For the purposes of this policy, sports will be grouped as follows, depending on the level of dangerousness.

Group A: athletics, gym activities, cycling, curling, trekking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, paddle surfing, fishing, snowshoeing, segway driving, hiking, snorkeling, trekking under 2,000 meters above sea level and activities with similar characteristics.

Group B: mountain biking, shooting, skiing, snowboarding, cross-country skiing, jet skiing, snowmobile as a passenger, tobogganing and bobsleighting if used within the skiable areas, mountaineering with climbs up to the 3rd degree carried out in groups, sailing, skating, river canoeing within the 3rd degree, Tibetan bridge, 4x4 routes as a passenger, survival, surfing and windsurfing, trekking between 2. 000 and 4,000 meters above sea level, dog sledding, equestrian tourism, diving and underwater activities at a depth of less than 20 meters (in the presence of the prescribed qualification or with the assistance of a qualified instructor) and activities with similar characteristics.

Group C: heavy athletics, canyoning, horseback riding, sport climbing, diving and underwater activities at a depth of more than 20 metres (in the presence of the prescribed qualification or with the assistance of a qualified instructor), river canoeing above the 3rd degree, sport climbing, fencing, caving at a depth of less than 150 metres, water skiing, acrobatic and extreme skiing, off-piste skiing, ski mountaineering, bobsledding, freestyle skiing, trampoline jumping, fly surfing, hydrobob, hydrospeed, kitesurfing, canoeing, quads, river rapids (rafting), abseiling, bungee jumping and activities with similar characteristics.

Group D: activities developed at more than 4. 000 metres above sea level, martial arts, climbing or aeronautical routes, indoor climbing, tobogganing and bobsleighting when used outside skiable areas and on slopes, boxing, speed or endurance racing, American football, track cycling, road cycling, cyclocross, wrestling, motorcycle sports, mountaineering with climbs up to the 3rd degree carried out individually and in addition to the 3rd degree carried out in groups, classic climbing, full climbing, ice climbing, cave diving, caving over 150 meters deep, caving in virgin abysses, speedboat, polo, rugby, trial, skeleton, aerial sports in general (parachuting, paragliding, hang-glider), driving sledges, snowmobiles and jet skis.

The benefits of the guarantees of this insurance will extend only to the activities of groups A and B.

Under no circumstances will participation in sporting competitions be covered, including the related trials and training, unless they are of a recreational and occasional nature and are carried out under the aegis of sports federations.

- i) Sporting activities carried out in a professional capacity
- j) Missions/business trips involving:
  - the performance of activities mainly of a manual and/or manufacturing nature and/or with the aid of mechanical or industrial tools and machinery;
  - the transport and/or supply of weapons, vehicles, materials, instrumentation, equipment or any goods having as recipients subjects participating in war operations of any nature and purpose;
- k) Hunting practice; possession of weapons and ammunition, even if provided with appropriate licenses and authorizations;
- l) Extreme travel in remote areas reachable only by special means or where situations of armed conflict, hostility, invasion, acts of foreign enemies, war, civil war, rebellion, revolution, insurrection and riots, martial law, military or usurped power or attempted usurpation of power persist;
- m) Acts of sabotage, vandalism or terrorism in general, including the use of any kind of nuclear or chemical device;
- n) Events resulting from transmutation of the atom, ionising radiation or radioactive contamination or from chemical-biological or bacteriological contamination, pollution of the air, water, soil, subsoil, or any environmental damage.
- o) Natural disasters and other disturbances of nature, earthquakes, floods, tornadoes, volcanic eruptions, atmospheric phenomena having the characteristics of natural disasters;
- p) Strikes and related events and manifestations;
- q) Bankruptcy of the Carrier, travel agency, Tour Operator or one of the suppliers of the booked services;
- r) Loss, destruction or damage directly caused by pressure waves from any aircraft or other flying object travelling at or above the speed of sound;
- s) Claims occurring while the Insured is in, boarding or exiting any aircraft, except as a paying passenger of an aircraft with a regular passenger transport licence;
- t) Quarantine. Any pandemic (declared by the WHO) of such severity and virulence as to lead to high mortality or to require restrictive measures in order to reduce the risk of transmission to the population. It is confirmed, however, that the Pandemia exclusion does not apply to Assistance and Medical Expenses benefits related to Covid 19 infection contracted by the Insured and arisen during the trip.
- u) Failure to comply with the provisions of Law No 269/1998 against the exploitation of prostitution, pornography and child sex tourism as new forms of enslavement.

#### 6. Delimitations and legal effects and indemnity

6.1 - Fraud and gross negligence on the part of the Insured: the Company is not obliged to pay compensation for claims caused by fraud or gross negligence on the part of the Policyholder and the Insured, as provided for in art. 1900, paragraph 1, of the Italian Civil Code.

6.2 - If the Insured does not benefit from one or more services and/or guarantees, the Company is not obliged to provide compensation or alternative services of any kind by way of compensation.

6.3 - The Company cannot be held responsible for:

- i. delays or impediments in the execution of the agreed services due to force majeure or to dispositions of local, national or foreign authorities;
- ii. errors, misunderstandings or any other type of inaccuracy occurred in the execution of the agreed services and which have compromised in whole or in part the usefulness of the latter if this is due to inaccurate communications received from the Insured or facts attributable to the same;
- iii. refusal to provide services if, objectively or in the opinion of their doctors, they are not necessary.

6.4 - Sanctions and Embargo Clause:

This insurance and the relative coverage, including the fulfilment of claims payment or the payment of any benefit or service, are guaranteed only and exclusively if not in contradiction with embargoes or economic, commercial and financial sanctions implemented by the European Union, the Italian Government or any other international body in charge, where applicable also to the Policyholder and the Insured of this policy.

#### 7. Policy Limits

It is forbidden to stipulate more than one ERGO Assicurazione Viaggi policy to guarantee the same risk in order to increase the capitals insured of the specific product guarantees or extend the period of cover of a risk (trip) already in progress.

#### 8. Reporting a Claim and subsequent Policyholder Obligations

Policyholders must report claims to the Company by phone and in writing according to those methods provided in the contract.

Moreover, Policyholders must do whatever is possible to avoid or reduce the damage, in accordance with art. 1914, subsection 1, of the Civil Code.

Policyholders acknowledge their obligations as set out in the Policyholder Obligations Section.

#### 9. Right of Recourse

The Company has the right of recourse versus liable third parties in accordance with art. 1916 of the Civil Code.

#### 10. Increased/Reduced Risk

10.1 - The Contracting Party/Policyholder must inform the Company in writing of any increased risk. Increased risks not communicated or not explicitly accepted by the Company may result in the loss, in whole or in part, of the right to the relative services, as well as the loss of those guarantees provided for in the policy, in accordance with art. 1898 of the Civil Code.

**10.2 - "War Zone" Clause – Reduction in Limit of Liability, Accumulation Limit and Policyholder Obligations:**

in the event that the Policyholder's destination is the subject of sudden episodes of armed conflict, hostility, war, civil war, rebellion, revolution, uprising and riots, martial law and usurpation of power, even following the Contracting Party/Policyholder stipulating this policy, following an increase in the risk:

a) the limits of liability of the various services, for events linked to the aforementioned episodes, are reduced as follows:

- Assistance: up to a maximum of € 5,000, unless a lower limit of liability is already set out in normal situations;
- Medical Expenses: up to a maximum of € 5,000, unless a lower limit of liability is already set out in normal situations;
- Injuries: up to a maximum of € 10,000, unless a lower limit of liability is already set out in normal situations;
- Baggage: up to a maximum of € 300, unless a lower limit of liability is already set out in normal situations.

In addition, an accumulation limit for increased risks of € 50,000 per event is set up; compensation due shall be proportionally reduced on individual Contracts stipulated so that their sum does not exceed that due according to those permitted limits set out herein should the capitals insured overall exceed the aforementioned amounts.

b) Policyholders that have already left must contact the Company immediately and do their best to leave the Country within 10 days of the area being declared "an area of conflict. This policy is no longer valid after said term.

**Covid19 Clause** - The Declaration issued by the competent Italian Authorities, which involves the prohibition to travel or stay of the insured person at the place of destination for reasons related to the diffusion of Covid19, represents a circumstance of aggravation of the risk after policy issuance.

Consequently, if the Insured Party is already travelling to the place of destination, he must contact the Company and make every effort to leave the place of stay within 14 days from the date of the Declaration itself. The present policy shall automatically cease to produce its effects at 11:59 p.m. on the 14th day following the date of the aforementioned Declaration and, after the expiry of this term, no insurance cover shall be provided or recognised by the Company.

**11. Declarations relating to the circumstances of the risk**

Inexact or reticent declarations or the Contracting Party's or Policyholder's reticence as to the circumstances influencing risk valuation may result in the loss, in whole or in part, of the right to assistance or compensation, where provided for, as well as termination of the insurance in accordance with articles 1892, 1893 and 1894 of the Civil Code.

**12. Prescriptions**

Premium instalment payment rights expire in two years of the individual expiry dates (1882 and following articles). The other rights, in accordance with art. 2952 of the Civil Code, resulting from the insurance contract (1882 and following articles) expire in two years of the event the right is based on, the assistance and/or compensation, taking place.

In the case of Civil liability insurance, the annual term runs from the date the damaged third party requested compensation from the Policyholder or took legal action against the aforesaid.

**13. Changes to the insurance, clauses or special agreements. Policyholder communications**

Any changes to the insurance must be proven in writing.

All Policyholder communications must be sent to the Company by means of registered letter with advice of receipt to be valid.

**14. Other insurances**

Policyholders must inform the Company in writing of the existence and subsequent stipulation of other insurances for the same risk.

In the event of a claim, Policyholders:

- a) must inform all insurers, indicating to each, the name of the others, in accordance with article 1910 of the Civil Code;
- b) undertake to firstly request compensation from the other insurers, it remaining understood that the Company shall integrate, if necessary, that paid by the other insurers.

**15. Insurance Operation**

This insurance acts as additional cover should the Policyholder hold another/other insurance/s covering the same risk. This insurance will cover that part of the damages and compensation or reimbursements not covered by the limits of liability set out by any other policies, up to the limits of liability provided for in the Company's Terms and Conditions of Insurance should this insurance act as additional cover.

**16. Tax System**

Those rates set out in the regulations in force shall be applied to this insurance contract, if due.

**17. Applicable Law and reference to the regulations in force**

This insurance is governed by Italian law. The regulations in force stand for all that not regulated herein. All disputes relating hereto shall be submitted to the Italian Courts.

## Special Terms and Conditions of Insurance

### SECTION A – ASSISTANCE AND MEDICAL EXPENSES

**A.1 - Travel Assistance****1. Object of the insurance**

The Company, in case of illness or injury of the Insured during the trip and within the limits of the capitals indicated in the Insured Capital Table, makes available, through the Operation Center, the services listed below:

**1.1 - Telephone Medical Advice**

Telephone service that can provide medical indications and/or advice, as well as ascertain, in agreement with the treating physicians, the state of health of the Insured, in order to assess the provision of the contractually provided assistance services. The service does not provide diagnosis and is based on information provided remotely by the Insured.

**1.2 - Arranging a visit to a specialist**

If it is deemed necessary to subject the Insured Party, due to his or her state of health, to a specialist examination, the Company shall provide - subject to local availability - the name and address of a specialist doctor or a suitable facility in the nearest place to the place where the Insured Party is located. Any costs incurred shall be borne by the Company according to the maximum Medical Expenses indicated in the Table of Insured Capital.

**1.3 - Sending of a doctor within Italy**

If the medical service of the Alarm Center deems a medical examination of the Insured to be necessary and cannot be postponed, the Alarm Center will send a general practitioner agreed on the spot, or if a doctor is not immediately available, it will organize the transfer of the Insured by ambulance to the nearest first aid center, bearing the costs up to the maximum amount indicated in the Table of Insured Capital.

**1.4 - Transport/Medical Repatriation**

In the event of illness or injury arising during the trip that leads to infirmity or injuries that cannot be treated locally or that prevent the continuation of the trip, the Company - following contact with its Operations Centre, in operation 24 hours a day and after receiving medical documentation issued on site certifying the nature of the pathology - organizes, according to the seriousness of the case and in order to ensure adequate treatment for the pathology in progress:

- the transport of the Insured Party to the medical centre for first aid or first admission and from there - if necessary - to a better equipped medical centre, with the most suitable means (the use of the medical plane is limited to local movements)

WARNING: in case of emergency, the Insured must contact the official rescue authorities. Under no circumstances may the Company replace or constitute an alternative to the public health emergency service.

- the medical return of the Insured Party from the medical centre in which he or she is hospitalised to his or her home or to a suitable hospital centre for the continuation of treatment in the place of residence bearing the cost of the service.

Medical transport and return is carried out by prior agreement with the treating doctors, with the possible accompaniment of medical and/or paramedical personnel, if the conditions of the Insured make it necessary and with the use of the means deemed - at the unquestionable discretion of the Company - more suitable. Such means may be:

- Medical airplane - airliner, if necessary, stretchers - train in first class and, where necessary, sleeping car - ambulance, without mileage limits - any other means deemed appropriate

- The return from non-European countries, with the exception of those of the Mediterranean Basin and the Canary Islands, is carried out exclusively by economy class scheduled airplane, possibly with stretchers.

Benefits are not due:

- For infirmity or injuries that can be treated locally, and which do not prevent the Insured from continuing his journey or stay  
 - In the event that the Insured Party or his/her family members voluntarily resign against the opinion of the medical staff of the facility where the Insured Party is hospitalized.

#### 1.5 - Repatriation of the convalescent Policyholder

If the Insured is convalescing and is unable to return to his/her home on the date and/or by the means initially foreseen, the Company shall organise and bear the costs for his/her return to his/her home, by the most suitable means (excluding medical planes), bearing the costs up to the maximum indicated in the Table of Insured Capital. The guarantee is extended to a travel companion, provided that he is insured with the Company, and operates only if the insured is unable to use the travel documents in his possession.

#### 1.6 - Repatriation of travelling companion

Following:

- Transport or medical return of the Insured organized by the Company

- Death of the Insured Party while travelling

The Company directly organizes and bears the costs up to the maximum amount indicated in the Insured Capital Table, for the return of a maximum of three travel companions of the insured, provided that they are themselves insured with the Company. The benefit is provided if the insured persons are unable to use the travel documents in their possession.

#### 1.7 - Travel Expenses for a Family Member

In the event of death of the Insured Party or hospitalization of the same with a prognosis of more than 5 days (or 24 hours if the Insured Party is a minor or differently abled), the Company organizes and covers the travel expenses (return ticket) and stay of a single family member, within the limits indicated in the Table of Insured Capital.

The service is provided only if no other family member of legal age is present on site.

#### 1.8 - Early return

If the Insured Party is forced to interrupt the trip prematurely due to the death or hospitalization of a family member with a prognosis of more than 5 days (or 24 hours if the family member is underage or otherwise abled), the Company will organize the costs of early return of the Insured Party to his/her home by a means other than the one initially foreseen, bearing the costs up to the amount indicated in the Table of Insured Capital.

The service shall be provided if the Insured is unable to use the travel documents in his possession.

#### 1.9 - Extended stay

If the Insured Party is unable to undertake the return journey on the date and with the means of transport originally planned as a result of illness or injury (proven by a medical certificate), due to the loss or theft of the documents necessary for repatriation (proven by a report to the Local Authorities) or - notwithstanding the provisions of Art. 5 Common Exclusions - par. t - as a result of quarantine affecting the Insured Party himself or a travel companion, the Company will reimburse:

a) the costs of prolonging the stay (overnight stay and breakfast) for the insured party and for a travel companion (provided they are insured), up to the amount indicated in the Table of Insured Capitals.

b) the higher costs incurred if the Insured is unable to return home on the date and/or by the means originally planned, up to the maximum amount indicated in the Schedule of Insured Amounts. The guarantee is extended to a travel companion, provided that he/she is insured with the Company, and operates only in the event that the insured is unable to use the travel documents in his/her possession.

#### 1.10 - Costs of continuing the trip

In the event that the Insured has interrupted the trip as a result of illness or injury covered by the guarantee, but his state of health - according to the opinion of the doctors at the Operations Centre - has not made repatriation necessary and the duration of the trip has not been completed, the Company shall bear, up to the amount indicated in the Table of Insured Capital, and within the limits of the cost of return to the residence, the transport costs of the Insured and a travel companion, to allow them to resume the interrupted trip. Only the Operation Center is authorized to decide on the means of transport to be used for the continuation of the trip.

#### 1.11 - Repatriation of the body

Following the death of the Insured Party during the trip, the Company organizes the transport of the body to the burial place in Italy, carrying out the necessary formalities and bearing the necessary and indispensable transport costs, with the exclusion of funeral expenses, burial expenses, and any costs for the recovery and search of the body.

#### 1.12 - Home Assistance of the Insured Party

If the Insured, once back from the trip, needs further assistance at home, the Company shall organize the provision of the services requested and bear the costs of the same up to the amount indicated in the Insured Capital Table.

#### 1.13 - Advance payment for expenses of basic need

Should the Insured Party incur unforeseen expenses resulting from particularly serious and proven events, the Company shall pay any invoices on site or advance the amount of money required, up to the amount indicated in the Insured Capital Table, against a guarantee that can be provided at home by a third party with immediate coverage of the loan.

#### 1.14 - Refund of Phone Costs

The company reimburses, within the limit indicated in the Insured Capital Table, the documented telephone expenses incurred by the Insured to contact the Operation Center. International roaming expenses incurred following calls from the Operation Center during the assistance phases are also reimbursed.

#### 1.15 - Sending urgent messages

If the Insured Party travelling needs to send urgent communications to persons residing in Italy and is unable to contact them directly, the Company shall send such communications, bearing the relevant costs.

#### 1.16 - Sending urgent medicines

In the event of need caused by an accident or illness, the Company shall seek for the Insured Person who is abroad the medicines essential to his health and not available locally, provided that they are regularly registered and marketed in Italy, and shall send them to him/her as soon as possible, within the limits allowed by the legislation of the country in which the Insured Person is located. The cost of these medicines shall be borne by the Insured Party. If it is not possible to send them, the Company shall provide the Insured with information regarding similar medicines. Treatments in progress before departure are not covered by the guarantee. Contraceptives are not considered medicines.

#### 1.17 - interpreter available over the phone

If the insured person staying in hospital requires an interpreter for contact with the treating physicians, the Company organises the service (in English, French, German, Spanish) at its own expense up to the maximum insured amount indicated in the Table of Insured Capital.

#### 1.18 - Obtaining a lawyer and advance deposit abroad

If the insured person is detained, arrested or threatened with arrest during the trip and is unable to pay the bail directly in order to be released:

a) find a lawyer to handle on site disputes involving the Insured directly as responsible for a culpable event attributable to him/her, bearing the costs up to the maximum amount indicated in the Table of Insured Capital.

b) constitutes, in the name and on behalf of the Insured Party and for culpable acts only:

- the criminal deposit required to allow its release

- any civil security, by way of guarantee of payment for civil liability of the Insured in the production of the claim

The Company shall advance the deposit up to the maximum amount indicated in the Table of Insured Capital. This amount constitutes exclusively an advance, the Insured must therefore designate a person who will make the amount available in a bank account in the name of the Company. In the event that the deposit is reimbursed by the local authorities, it must be returned immediately to the Company, which in turn will provide for the release of the above restriction. The guarantee does not apply to facts resulting from the trade or sale of drugs or narcotic substances, as well as the participation of the Insured Party in political demonstrations.

They are excluded:

a) the expenses for the payment of fines, fines and pecuniary penalties in general;

b) tax charges;

c) expenses, fees and charges relating to credit recovery disputes, meaning both the cases in which the insured person is a creditor and the case in which he or she is a party to the dispute (debtor);

(d) expenses, fees and expenses relating to disputes in administrative, fiscal and tax matters;

- (e) expenses, fees and charges for disputes arising from the insured party's malicious acts;
- (f) expenses, fees and charges for disputes relating to inheritance and/or donations;
- (g) expenses, fees and expenses for disputes arising from the sale and/or exchange of registered real estate, land and movable property;
- (h) costs, fees and expenses for disputes arising from rental contracts;
- i) expenses for disputes against the Company;
- j) expenses for disputes between insured persons (several insured persons under the same contract);
- k) registration fees;
- l) costs relating to arrears in rental contracts;
- l) expenses arising from the movement of aircraft, boats and vehicles owned and/or operated by the insured;
- m) expenses relating to reciprocal relations between shareholders and/or directors and/or company, as well as mergers, transformations and any other operation relating to corporate changes;
- n) expenses relating to matters concerning the application of Article 2114 of the Italian Civil Code. ("Compulsory social security and assistance") and following, as well as disputes relating to the awarding of public contracts;
- o) expenses relating to events already excluded in the General Exclusions of the following contract.

#### 1.19 - Search and rescue at sea or in the mountains

The Company shall reimburse, up to the amount indicated in the Table of Insured Capital, search, rescue and recovery expenses relating to operations organized by civil or military rescuers or bodies that are obliged to intervene following the disappearance of the Insured or an injury suffered by them. Only the expenses incurred by the organisations authorised to rescue the Insured and invoiced to the Insured may be reimbursed.

#### 2 - Derogation for pre-existing illnesses

Partially derogating from art. 5 "Exclusions common to all guarantees" of the General Conditions of Insurance, it is established that the services referred to in Section "A.1 - Travel Assistance" are intended to be operative also in case of unexpected relapse of illnesses that are pre-existing at the beginning of the trip. This extension will be valid only after the presentation of the certification issued on site by a health body of Public Aid (hospital, doctor's office) and not by private doctors, which requires the need, or at least the advisability of recourse to the services of assistance.

## A.2 - Reimbursement of Medical Expenses

### 1 - Object of the insurance

The guarantee provides for the reimbursement or direct payment - within the limits (sublimits included) and with the deduction of the deductible specified in the Table of Insured Capital - of medical expenses resulting from injury or illness sustained by the Insured during the trip - in addition to the services provided by the National Health Service:

- are prescribed by authorized medical authorities
- are ascertained and documented
- are necessary during the trip
- are indispensable and cannot be postponed until the return to the place of residence.

WARNING: Medical expenses or relative to assistance services, if incurred in hospital or healthcare facilities, are understood to be paid directly by the Company where this is possible and without prejudice to the prior contact of the Insured with the Operative Centre; or, for subsequent reimbursement where direct payment or for all expenses incurred outside the aforementioned facilities has not been possible, without prejudice to the sublimits indicated in the Table of Insured Capital. Direct payment is subject to the provisions of Italian and local legislation on exchange control.

Specifically:

- in case of hospitalization, contact with the Operation Center is mandatory. In this case the Operation Center, if not contacted during hospitalization, will not reimburse the costs incurred by the insured;
- in the case of hospitalization under the Day Hospital regime, failure to contact the Operations Centre will result in the reimbursement of expenses incurred with the application of the limit provided for in point A.2 of the Table of Insured Capital
- in the case of reimbursement of medical and pharmaceutical expenses, the sublimit set out in Art. A.2 of the Table of Insured Capital shall apply.
- in the case of reimbursement of urgent dental expenses that cannot be postponed upon return home, the sublimit set forth in art. A.3 of the Table of Insured Capital shall apply

### 2 - Derogation for pre-existing illnesses

Partially derogating from art. 5 "Exclusions common to all guarantees" of the General Conditions of Insurance, it is established that the services referred to in Section "A.2- Medical Expense Reimbursement" are intended to be operative also in case of unexpected flare-up of illnesses that are pre-existing at the beginning of the trip. This extension will be valid only upon presentation of a certificate issued on site by a public health organization (hospital, doctor's office) and not by private doctors, which requires the need, or at least the advisability of medical care.

### 3 - Specific exclusions (in addition to the exclusions common to all guarantees)

The Company shall not bear the events and/or expenses arising out of or consequent to:

- a) medical expenses not prescribed by an authorised medical authority;
  - b) travel undertaken against medical advice or, in any case, with acute illnesses, if the insured is on a waiting list for hospitalization or for the purpose of undergoing aesthetic or rehabilitative medical-surgical treatment, or for the elimination or correction of physical defects or malformations that existed before the policy was taken out;
  - c) medical expenses that are not necessary for the diagnosis and treatment of the disease in progress and the amount of which is higher - for the disease to be treated - than the standard amount in the country in which the insured person is located. In this case the Company may reduce the compensation to the standard compensation recorded for the specific pathology.
  - d) medical expenses resulting from diagnosis, check-ups or investigations relating to a physiological state (e.g. pregnancy) already known prior to the date of commencement of the trip; voluntary termination of pregnancy, benefits and therapies relating to fertility and/or infertility and/or impotence
  - e) purchase, fitting, maintenance and repair of spectacles, contact lenses, pacemakers, prosthetic and therapeutic devices, wheelchairs and similar walking aids, routine examinations and tests or check-ups, preventative tests or treatments, examinations and control tests in the absence of an injury or illness included in cover, psychoanalytic or psychotherapeutic treatments, hypnosis;
  - f) nursing, physiotherapy, rehabilitation, slimming or spa treatment and for the elimination of physical defects of an aesthetic nature or congenital malformations; expenditure on contraceptives; routine medical and dental expenditure;
  - g) Costs of cosmetic or reconstructive surgery and wellness treatments, acupuncture, massage therapy, treatment by a chiropractor or osteopath, acupuncture;
  - h) check-ups carried out after returning home, for situations resulting from illnesses arising while travelling;
  - i) road expenses (tolls, fuel), taxi or customs fees and refreshments/hotel expenses, except those provided for in the individual guarantees;
  - j) infectious diseases, where assistance is prevented by international health standards;
  - k) extreme journeys in remote areas that can only be reached with the use of special rescue vehicles
  - l) journeys undertaken to a territory where, at the time of departure, a prohibition or restriction (even temporary) issued by a competent public authority is operational;
- All benefits are also not due:
- m) to the newborn child, if the pregnancy is completed during the journey, even in the event of premature birth
  - n) in the absence of prior authorisation from the Operations Centre, to which the hospitalization or first aid service must be reported;
  - o) in case of expenses for medical treatment that are not medically necessary and that exceed - for the type of expense in question - the usual level of the foreign country where they are incurred. In this case, the Company may reduce the compensation to the expenses normally incurred in the country where the Insured is located in similar cases.

### 4 - Provisions and limitations

4.1 - The Insured Party shall be released from professional secrecy, exclusively for the events covered by this policy and exclusively towards the company and/or the magistrates who may be involved in the examination of the event, the doctors who examined him/her and the persons involved in the policy conditions.

4.2 - The Company directly bears or reimburses "Medical expenses".

- Even several times during the trip
- For a maximum total of 90 days of hospital stay
- Until exhaustion of the insured capital per person and per insurance period

4.3 - The deductible provided for in the Table of Insured Capital shall be applied to the settlement of expenses for reimbursement. No deductible is applied in case of direct payment of hospital and surgical expenses.

#### 5 - Obligations of the Insured Party in case of accident

Please refer to the content of section E - Obligations of the insured for detailed operational aspects.

## SECTION C – TRIP CANCELLATION

### 1 - Object of the guarantee

Following the cancellation or modification of the booked trip or rental, the Company will reimburse, within the limits provided for in the Insured Capital Table attached to this policy, the withdrawal or modification fee - or the penalty provided for in the travel contract in the event of cancellation or modification of the same by the participants - paid by the Insured in accordance with the Conditions of Participation in the trip.

The cancellation or modification must be the consequence of involuntary circumstances, unforeseeable and unknown at the time of signing the policy, which directly affect the Insured and are determined by the reasons listed in the table below:

1.1 - Illness, injury or death of the Insured Party, a family member (see definition), the sole partner or co-owner of the business activity or the sole Travel Companion
1.2 - Inability to take advantage of holidays already planned as a result of dismissal by the employer, redundancy or mobility fund, new employment of the Insured Party, a family member if a Travel Companion or the only Travel Companion
1.3 - Appointment or summons of the Insured Party, a family member if a Travel Companion or the only Travel Companion to a Juror, Witness or Popular Judge before the Court, notified to the Insured Party after the issue of the policy
1.4 - Material damage to the home of the Insured Party or the only Traveling Companion, following fire, burglary or adverse weather conditions, occurring within 48 hours of the scheduled departure date and of such severity as to require the presence of the Insured Party
1.5 - Inability to reach the place of departure or beginning of stay, from the place of residence, as a result of a traffic accident involving the car belonging to the insured person during the journey undertaken to reach the place of departure or beginning of stay, provided that this event can be documented and makes it impossible to continue the journey.
1.6 - Change in the date of the university exam session or qualifying for professional activity or participation in public competitions, communicated after booking the trip and issuing the policy

The Company does not reimburse insurance premiums, opening / practical management costs, agency fees, refundable boarding fees, fuel adjustments communicated after the booking confirmation and visas.

### 2 - Validity and operation of the guarantee

2.1 - The guarantee is valid only if the policy has been issued:

a) at the same time as the documented reservation/confirmation of services.

Or

(b) in the case of non-contextual issuance, no later than 45 days before the start of the journey

2.2 - The guarantee starts from the date of reservation/confirmation of the trip and purchase of the policy and is operative until the day of departure, with the use of the first service contractually provided.

2.3 - Derogation for pre-existing illnesses

Partially derogating from art. 5 "Exclusions common to all guarantees" of the General Conditions of Insurance, it is established that the services provided in "Section C - Trip Cancellation" are understood to be operative also in the case of an unexpected flare-up of illnesses that are pre-existing at the beginning of the trip. This extension will be valid only upon presentation of a certificate issued on site by a public health organization (hospital, doctor's office) and not by private doctors, which imposes the need, or at least the advisability of medical care.

### 3 - Insured capital and settlement criteria

3.1 - The Company shall indemnify the Insured up to the maximum amounts and with deduction of the overdrafts indicated in the Table of Insured Capital the Insured and, provided they are insured and registered on the same file, his family members or one of his travelling companions.

3.2 - The insured capital must be equal to the price of the trip, up to the maximum amount indicated in the policy. The cost of services not included in the price of the trip (e.g. for optional programs) is also covered by insurance, provided that it has been expressly included in the insured capital.

If the insured capital is lower than the price of the trip (so-called under-insured trip or partial insurance), in the event of a claim eligible for indemnification, the Company, pursuant to art. 1907 of the Italian Civil Code, will pay a proportionately reduced amount, with subsequent deduction of the overdraft.

3.3 - The indemnity due to the Insured is equal to the withdrawal fee calculated on the date on which the event occurred, or the occurrence of the circumstances that led to the inability to undertake the trip (art. 1914 of the Italian Civil Code). Any higher withdrawal fee charged to the Insured as a result of a delay in communicating the cancellation of the trip to the Organizer or supplier of the booked service will remain the responsibility of the Insured.

3.4 - The Company reserves the right to assess whether to reduce the amount of compensation to be paid by the amount already recovered from the Insured.

3.5 - In case of renouncement of the trip due to illness or injury, the Company's fiduciary doctors are entitled to carry out a medical check-up. The Insured Party must allow the Company to carry out the investigations and verifications necessary for the settlement of the claim and to produce to the same all the documentation relative to the specific case, freeing for this purpose from professional secrecy the Doctors who have visited or taken care of him/her. Failure to fulfil these obligations may result in the partial or total loss of the right to compensation.

In the event that the Company's medical trustee verifies that the condition of the person whose medical condition is at the origin of the waiver is not such as to prevent the Insured from participating in the trip, or the Insured does not allow the Company to verify the health condition of such person, a further overdraft of 30% will be applied to the indemnity to be calculated on the amount eligible for indemnity.

### 4 - Specific exclusions (in addition to the exclusions common to all guarantees)

The Company does not recognize compensation for:

a) Accidents and chronic or pre-existing illnesses at the time of registration for the trip and/or issue of the policy.

b) Any cause that led to the waiver of the trip, which occurred prior to the time of booking and/or registration for the trip and/or at the time of signing the policy, or which could reasonably be foreseen;

(c) Pathologies of pregnancy, if this occurred before the date on which the travel or rental was booked;

(d) Dismissal for "just cause";

e) Theft of documents necessary for expatriation, if this occurred more than 5 days before departure;

f) Professional reasons, except as provided for in Article 1.1 of this paragraph;

g) Decision of the insured person not to travel.

### 5 - Limitations

5.1 - If the Insured Party is enrolled on the same trip with two or more persons, not family members, or with a pre-established group or with other family units, in the event of cancellation, the guarantee is understood to apply not only to the Insured Party directly involved in the event, but also to his family members or "one" of his travel companions;

5.2 - The company has the right to take over the possession of the unused tickets, reserving the right to reduce the compensation by an amount equal to the recoveries made by the Insured himself.

5.3 - The policy is valid for only one request for reimbursement, upon the occurrence of which it lapses. 4 - Specific exclusions (in addition to the exclusions common to all guarantees)

### 6 - Obligations of the Insured Party in case of accident

Please refer to the contents of section E - Obligations of the insured for detailed operational aspects



## SECTION D – INTERRUPTION OF THE STAY

### 1 - Object

The Company shall reimburse, within the limits set out in the Insured Capital Table, the pro-rata of the unused stay from the date of return home, following the interruption of the booked trip or stay which is the result of unforeseeable and involuntary circumstances at the time of signing the policy, as determined by the Company:

- 1.1 Medical return of the Insured Party, a family member or the only travel companion for health reasons;
- 1.2 Return of family members or the only Travel Companion, following the death of the Insured during the trip. In this case, the reimbursement is awarded to the legitimate heirs and/or testamentary heirs;
- 1.3 Hospitalisation with a prognosis of more than 7 consecutive days or death of a family member or sole partner or co-owner of the insured person's or sole travel companion's business;

### Art. 2 - Validity and operation of the guarantee

2.1 The guarantee shall commence upon commencement of the journey, once the first contractually agreed service has been checked in, and shall remain in effect until the end of the journey.

2.2 In case of need to interrupt your stay for medical reasons, the warranty is subject to the prior authorization of the Company's Operations Centre, which can be contacted 24 hours a day at +39 02 30.30.00.05.

### Art. 3 - Liquidation criteria

3.1 The Company shall reimburse in accordance with the Table of Insured Capital (excluding travel documents and practical management and insurance costs) from the date of return. For the purpose of calculating the quota, it is specified that the day on which the return is made and the day initially planned for the return are considered as a single day.

3.2 If the insured capital is lower than the price of the trip, in the event of an indemnifiable claim, the Company will pay a proportionally reduced amount in accordance with article 1907 of the Italian Civil Code, with subsequent deduction of the overdraft.

3.3 If the insured person is simultaneously enrolled on a trip with his family members and/or other persons, the cover shall be deemed to apply, in addition to the insured person directly involved in the event and his family members, or for only one of the travel companions, provided that they are also insured.

3.4 Reimbursement will be made without the application of any overdraft/franchise.

### 4. Specific exclusions (in addition to the exclusions common to all guarantees)

The Company does not recognize compensation:

- a. In the absence of prior contact with the Assistance Operation Center, which must provide authorization to return;
- b. For interruption of the trip following riots, strikes, lockouts, blockades, governmental actions of any country, regardless of whether such events are actual or threatened;
- c. For travel interruption due to telluric, terrorist, sociopolitical, meteorological, natural or epidemic events, or the danger of such events occurring.

### 5 - Obligations of the Insured Party in the event of an accident

For interruption of the trip following the provisions of points 1.1, 1.2 and 1.3, the Insured must first contact the Operations Centre on the following number **+39.02.30.30.00.05**

communicating the policy number, name and surname of the insured persons who must interrupt their trip or stay and the reason for the request.

Please refer to the contents of section E - Obligations of the insured for detailed operational aspects.

## SECTION E - Policyholder Obligations

In case of requests for Medical Assistance while travelling, the Insured person or whoever on his/her behalf, before undertaking any initiative, must immediately contact the Assistance Platform using the reference number indicated below, communicating the type of assistance requested, as well as his personal data, address and phone number from where he is calling, to allow the Centre to contact him/her and follow up on the request for assistance. The insured person must follow the instructions received.

The Company reserves the right to refund – if due – up to an amount equivalent to the costs the Contact Centre would have sustained if it had been informed in time and thus able to manage and negotiate the case directly in **the event of the Policyholder's unjustified default.**

For Travel Cancellation refund requests, the Insured or whoever must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 48 hours of the cancellation communicated to the organizer or Carrier.
- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

For reimbursement requests due to Interruption of stay for medical reasons, the Insured must make prior contact with the Operation Center on **+39 02 30.30.00.05**, and wait for the relative authorization.

For requests for reimbursement of other types (e.g. Baggage), the Insured or his representative must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 7 days.
- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

Failure to comply with even one of the above obligations may result in the total or partial loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.

**"War Zone" Clause:** Policyholders must contact the Company and do their best to evacuate any Country declared a "war zone" within ten days of said declaration should the Policyholder's destination be declared an "area of conflict". This policy is no longer valid after said term. See "Increased Risk" paragraph for further details.

## Calling the Contact Centre

### What to do in case of request for medical assistance

To set the necessary procedures in motion, Policyholders or a representative must call the Company's **Contact Centre** as soon as possible, to communicate the type of assistance requested.

**Operational Centre**  
**24 hours a day, 365 days a year, in Italian**  
**PHONE NUMBER TO CONTACT IN CASE OF**  
**REQUEST FOR MEDICAL ASSISTANCE WHILE TRAVELLING**  
**+39.02.30.30.00.05**  
**madrid@euro-center.com**

## TABLE OF INSURED SUMS

Insurance Package Summary		
GUARANTEES	MAXIMUM COVER	EXCESS/LIMITS
Travel Assistance	Specific for each service	NO
Reimbursement of medical Expenses	Italy: € 1.000 Worldwide: € 10.000 For EEA residents travelling within Italy the "Worldwide" limits apply	€ 50
Trip Cancellation	Up to € 4.000/person, € 10.000/event.	0% in the event of death or hospitalisation for over 3 days, 15% all other cases. In case of non-contextual issuance (but in any case before the 45 days prior to trip start) the excess is increased to 20% in all cases.
Interruption of the stay	To € 4.000/person, € 10.000/event.	NO

Please refer to the Italian official text for covered sublimits

## TRAVEL ASSISTANCE

Personal Assistance		
Guarantees	MAXIMUM COVER PER PERSON	Excess
Telephone Medical Advice	Effective cost	NO
Arranging a visit to a specialist	Effective cost	NO
Sending of a doctor within Italy	€ 250	NO
Transport/Medical Repatriation	unlimited	NO
Repatriation of the convalescent Policyholder	€ 1.500	NO
Repatriation of travelling companion	€ 500	NO
Travel expenses for a family member	€ 750	NO
Early return	€ 750	NO
Extended stay	€ 100/days, max 14 days	NO
Extra return costs	€ 500 Italy/€ 1.000 abroad	
Obtaining a lawyer and advance deposit abroad	€ 3.000	NO
Repatriation of the body	unlimited	NO
Home assistance of the insured party	€ 150	NO
Search and rescue	€ 1.000	NO
Interpreter available over the phone	Effective cost	
Advance payment for expenses of basic need	€ 1.000	NO
Refund of phone cost	Documented costs to reach the Assistance platform over the phone	NO
Sending of urgent message	Effective cost	NO
Sending of urgent medicine	Effective cost	NO

## Privacy

The Data Controller, as defined below, hereby intends to advise you on the processing purposes and methods of your personal data and your rights in accordance with EU Regulation 2016/679 (hereinafter 'GDPR') relating to the protection of individuals with reference to the processing of personal data and its free circulation.

- Data Controller**  
The Data Controller is ERGO REISEVERSICHERUNG AG, General Agent for Italy, with registered office at Via Pola 9, 20124 Milan (hereinafter also ERGO Assicurazione Viaggi or the 'Company'). You can contact our Data Protection Manager at the above address or the following email address: [trattamento\\_privacy@ergoassicurazioneviaggi.it](mailto:trattamento_privacy@ergoassicurazioneviaggi.it)
- The data processed**  
We can process identifying and contact personal data, data on the insurance event (the trip), tariff and premium applied, any incidents occurring and, with your consent, data relating to your preferences, consumption habits and behaviour for the insurance purposes shown in this information sheet. Such data is supplied directly by you or comes from third parties, such as when the insurance contract is automatically combined with the trip acquired.
- Processing method**  
We process your personal data in compliance with Regulation EU 2016/679 using manual (processing of paper files and documents) and automated methods and logics strictly related to the purposes. The processing is protected by adequate security measures. The company does not publish personal data.
- Legal purposes and bases of processing**  
**4.1 Contractual purposes**  
If you want to stipulate an insurance policy, we need to process your personal data to acquire information preliminary to the contract, complete the said contract and also, subsequently, manage any claims. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for our administrative and accounting

processing connected with the contractual and precontractual obligations; these include remote communication techniques such as telephonic customer service. Provision of the data, which shall be kept for the period the contract is in force, is compulsory. If the contract is cancelled for any reason, the data shall be stored in relation to the legal regulations (ten years).

#### 4.2 Legal purposes

The company processes your personal data for obligations arising from laws (such as anti-money laundering checks, fraud protection, compulsory notifications for tax purposes, etc.), Community regulations and also regulations issued by supervisory and control authorities or other legally entitled bodies. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for the processing we have to carry out in compliance with the legal requirements, regulations and provisions of the legally entitled authorities. Provision of the data is compulsory. The data shall be stored for the period prescribed by the legal requirements and, in detail, ten years from the date of termination of the contract for any reason or the date of a binding decision by a legally entitled authority (such as a court sentence) subsequent to the said termination.

#### 4.3 Purposes that need your consent

Your consent to processing, which you can give by ticking the boxes corresponding to your choice on the enclosed form and revoke at any time, is necessary for:

##### 4.3.1 Processing of particular data categories

In compliance with Articles 7 and 9, sub-paragraph 1(a) of the GDPR, we need your written consent, which shall form the legal base for processing, to handle certain categories of personal data [as in the case of payment of claims that entail physical damage]. Failure to give consent shall make it impossible for the company to carry out the operations shown in square brackets above, and shall also occur at the time of any subsequent revocation. The particular data categories shall be processed up to the time of revocation or termination, for any reason, of processing and stored for the prescribed time (10 years).

##### 4.3.2 Processing for marketing

Commercial promotion shall be by postal correspondence and electronic communications or telephone calls, also via automated call systems, fax, e-mail, text or MMS messages, and communications in the social media you are registered with. Promotional contacts will be activated by our Company only in the case of a contracting individual who has expressed positive consent to the relevant type of promotional activity (direct marketing, third-party marketing, resulting from profiling).

##### 4.3.2.1 Marketing of its own and group products/services

The company intends to process the personal data to send promotional and commercial notifications relating to its own products and services and those of other group companies, and also make direct sales, market research, survey the quality of the products and services provided, also based on the analysis of such data already in its possession. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to send such notifications, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. If you have given consent to the profiling as per the Point below, marketing shall only take the data relating to the last 12 months into consideration.

##### 4.3.2.2 Transfer of data to third parties for commercial purposes

The company may transfer personal data to third party companies who, as independent data controllers, will process it to market their own products and services. The list, divided by the commodity category of such parties with which the rights set out by the GDPR for the person concerned can be exercised, can be viewed in the website [www.ergoassicurazioneviaggi.it](http://www.ergoassicurazioneviaggi.it). Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to transfer the data, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. Except for processing carried out by the parties to which it has been transferred, the data shall be stored for the prescribed time (10 years).

##### 4.3.2.3 Profiling

The company can indicate and offer services or products more appropriate for you by processing your personal data, preferences, consumer habits and behaviour with or without the aid of electronic tools. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from making targeted offers. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. The profiling shall only take the data relating to the last 12 months into consideration.

##### 4.3.2.4 Automated decision-making process, including profiling

The company can process some of your data to take decisions based only on automated processing, including profiling. In particular, the company takes account of existing business (stipulation of other insurance contracts and liquidated claims) to propose/apply the most favourable tariffs to subsequent contracts. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from proposing the most favourable tariffs.

##### 4.3.2.5 Legitimate interest

Similarly, the company processes your personal data for its legitimate interest when sending e-mails, which you do not reject, for the sale of company products and services similar to those you have already purchased and for which you gave your e-mail address.

#### 5. Parties to which the data is advised or are aware of it

Your personal data relating to business/services activated may be advised to public institutions (Revenue Office) and supervisory bodies (IVASS). When processing personal data for the purposes shown above, we similarly make use of the work of external parties in the following categories:

- ✓ group companies;
- ✓ suppliers of IT and telematic services;
- ✓ companies managing payment systems;
- ✓ bodies managing national and international systems checking on insurance fraud;
- ✓ suppliers of paper document storage services;
- ✓ suppliers of electronic storage services;
- ✓ suppliers of commercial information;
- ✓ suppliers of logistics, transport, shipping and communication sorting services;
- ✓ companies and professionals carrying out credit recovery;
- ✓ companies and professionals providing legal consultancy;
- ✓ auditing companies.

If you have given consent relating to processing for promotions, your data shall similarly be advised to:

- ✓ companies specialised in marketing and commercial promotion;
- ✓ commercial partners.

These parties operate as independent data controllers except when they have been designated by the Company as data controllers within the scope of their functions. The list is constantly updated and can be consulted easily, free of charge, by writing to the references indicated above. The personal data is processed by employees and other co-workers as authorised and appointed persons, also temporarily assigned to the relevant services of the Company.

#### 6. Transfer abroad of personal data

In some cases, the Company may transfer personal data abroad, for example and legitimate interest, to our parent company in Germany. If the foreign countries are outside the EU, transfers are permitted for adequacy decisions issued by the EU Commission and also where there are international agreements, i.e. with the adoption of adequate guarantees of protection such as contractual clauses issued by the EU Commission. Further information on these guarantees can be requested from the references shown above.

#### 7. Rights of the person concerned

The persons to whom the personal data refers have the right, at any time, to obtain confirmation that the personal data concerning them is or is not being processed, to access such data and know its content and origin, check its precision or ask for it to be supplemented, updated or rectified. Further, the persons concerned have the right to ask for the cancellation, limitation of the processing, revocation of consent, transfer of the data and also complain to the supervisory authority and, in any case, oppose processing of the data for legitimate reasons. The rights of the person concerned can be exercised with the references given above.

POLICY NR. 23290064-PV20  
POLICY HOLDER: FRIGO ASSICURAZIONI

COVID-19 and insurance coverage

Subject: Insurance cover for travel cancellation guarantees in the event of covid19 illness despite pandemic status.

In relation to the policy in question, we hereby confirm coverage for travel cancellation and interruption cases attributable to Covid-19, although Covid-19 is still classified as an epidemic or pandemic by the WHO, and is generally excluded.

Therefore, ERGO Assicurazione Viaggi will not object to the exclusion of the pandemic as long as the number of contagions remains under control. In case of important changes that would induce the Italian Government to take restrictive measures, ERGO Travel Insurance reserves the right to exclude the insurance coverage, with subsequent communications that will have effect on future bookings, and will not affect policies already purchased.

Some practical examples to better illustrate the application of the insurance coverage as of today:

Insurance cover is provided in the event that an insured person is unable to undertake the trip:

- a) Because he is found to have a body temperature higher than 37,5°C, even in the presence of a subsequent Covid19 negative test;
- b) Because the insured has tested positive for Covid19 even in the absence of symptoms or fever;
- c) Because the insured person fell ill with Covid19, as certified by the general practitioner;
- d) Because a close relative or a member of the insured's household fell ill with co-vid19 and the insured's presence at home is required;
- e) Why the insured's travel companion has fallen ill with covid19 and the trip cannot be undertaken.

Coverage is also provided in the event that the insured or a traveling companion is quarantined by order of the government or a public authority on the suspicion that the insured or a traveling companion has been exposed to a contagious disease (including Covid19 infection). The need to be subject to quarantine must be adequately substantiated by official documentation from the quarantine authorities.

The insurance does not cover quarantine that applies generally or extensively to a part or all of a population or geographical area or that applies at the place of departure, destination of the trip or intermediate stages.

The insurance cover does not operate if the insured cannot or does not want to undertake the trip because he or she is worried - even as a patient at risk - about a contagion also due to an increasing number of cases at the place of vacation or destination of the trip.

In case of lockdown, closure of borders or restrictions limiting the freedom of movement of Italian citizens, the policy will have no effect on the trips that may be cancelled, for which the Authority will have to provide appropriate forms of compensation for services paid and not used.

Milan, 2021/04/12



ERGO Reiseversicherung AG  
Rappresentanza Generale per l'Italia