

# Non-Life Insurance to cover risks during the stay

IPID - Insurance Product Information Document

Company: Europ Assistance Italia S.p.A. Product: "Medico Nostop Italy - Form 23042"

Full pre-contractual and contractual information on the product is provided in other documents.

## What kind of insurance is it?

This policy insures the risks of a person not domiciled/resident in Italy while travelling in Italy and/or in countries adhering to the Schengen Treaty.



### What is insured?

- ✓ Assistance in the event of illness and/or accident  
Medical consultation; Sending a doctor or ambulance in Italy; Referral to a medical specialist; Medical repatriation (including expenses for repatriation of the mortal remains up to Euro 8,000.00); Return with a family member (up to Euro 200.00 for return to Italy and Euro 500.00 to foreign countries); Travel of a family member (up to Euro 1,000.00); Accompanying minors (up to Euro 1,000.00); Re-entry of a convalescent insured person; Extension of stay (up to Euro 40.00 per day for a maximum of three days); Early return (up to Euro 1,000.00).
- ✓ Medical Expense Reimbursement Cover  
If, as a result of sudden illness or injury, you should incur medical/pharmaceutical/hospital expenses in countries adhering to the Schengen Treaty for urgent and non-postponable treatment or operations, during the period of validity of the cover, Europ Assistance shall provide for their reimbursement based on the limit of liability foreseen.

For medical and pharmaceutical expenses, including in the event of admission to a healthcare facility or a place equipped for First Aid, Europ Assistance shall bear the costs, with direct payment on the spot by the Operations Centre and/or as reimbursement, up to the amount provided for in this respect in the Policy Form per Insured Person and for the period of validity of the Policy.

The following are included in the limits of liability indicated:

- hospitalisation fees in a medical institution prescribed by a doctor up to €200.00 per day per Insured Person;
- expenses for urgent dental treatment, only as a result of an accident, up to a maximum of €200.00 per Insured Person.
- expenses for repairing prostheses, only as a result of an accident, up to a maximum of €200.00 per Insured Person.

Note! This Cover includes coinsurance.



### What is not insured?

- ✗ Cover excludes events caused by: malicious intent; gross negligence except as indicated in individual cover; due to floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters; transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles; strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism; nervous and mental illnesses, organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms; illnesses that are the expression or direct consequence of chronic pathological situations or pre-existing at the time of taking out the Policy on the date of commencement of the trip; pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth; accidents arising from the following activities: mountaineering with rock climbing or access to glaciers, jumping from a trampoline with skis or water skis, driving and use of bobsleighs, kite-surfing air sports in general, the driving and use of hang gliders and other types of ultralight aircraft, paragliders and the like, sports involving the use of motor vehicles or watercraft, aerial sports in general, acts of recklessness, car, motorbike or motorboat races and related trials and training, as well as accidents sustained as a consequence of professional sports; organ harvest and/or transplantation; car, motorbike or motorboat races and related trials and training; abuse of alcohol or psychotropic drugs as well as the non-therapeutic use of narcotics or hallucinogens; illnesses/accidents arising from the HIV virus; attempted suicide or suicide; epidemics or pandemics based on declarations from the World Health Organisation, with the exception of COVID-19; indirect consequences of the Covid-19 epidemic/pandemic.
- ✗ The following are also excluded:
  - failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;The insurance does not cover expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.
- ✗ The following travel is not insured:
  - trips undertaken to participate in competitions/races involving extreme activities;
  - trips undertaken to carry out hazardous occupational activities;
  - taken for the purposes of: visits, check-ups, admission to facilities, surgery.
- ✗ COUNTRIES EXCLUDED  
Travel in the following countries is excluded: Afghanistan, Cocos Islands, South Georgia, Heard Island and McDonald Islands, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

Please refer to the Additional IPID for the exclusions of individual benefits.

### ✗ MEDICAL EXPENSE REIMBURSEMENT COVER

The following are not covered: all expenses incurred by the Insured Person if he/she has 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 (except those specified above as a result of an accident); expenses for the purchase and repair of spectacles, contact lenses, orthopaedic and/or prosthetic devices (except those specified above as a result of an accident); expenses for transport and/or transfer to the healthcare facility and/or place of accommodation of the Insured Person.



### Are there any limits on cover?

#### ! INTERNATIONAL SANCTIONS (valid for all Types of 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.

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-regulatory-information-links>

Insurance cover is not available in the following countries: Syria, North Korea, Iran, Belarus, Russia and the following regions: Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson.

Please Note!

If you are a "United States Person" and you are in Cuba or Venezuela, 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 or Venezuela in compliance with US laws.

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

#### ! TRAVEL LIMITATIONS

You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.

#### ! VALIDITY OF INSURANCE

The insurance applies to persons not domiciled and not resident in Italy, the Republic of San Marino and the Vatican City.

However, for those who take up residence in Italy while the Insurance is valid, it remains valid until its expiry date.

#### ! LIMITS ON ENTERING INTO THE POLICY

You cannot buy this policy from Europ Assistance if:

- you have to insure a trip that has already commenced on the effective date of the Policy,
- you want to extend the trip you have already insured with another Europ Assistance policy, or another company,
- you want to increase the limits of liability and cover of your policy.

For Assistance Cover:

#### ! LIMITS

Assistance will be provided up to three times per insured person, for each type within the duration of the insurance.

#### ! 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.

#### ! LIMITS OF INTERVENTION

Services are not provided in countries that are in a state of declared or de facto war. These are the countries listed on <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, 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.



#### Where does the cover apply?

- ✓ The policy insures claims occurring in Italy and in Schengen Treaty countries



#### What are my obligations?

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

Any untrue, inaccurate or unreported declarations may lead to the total or partial loss of the right to benefits/reimbursement, as well as the termination of the insurance pursuant to Articles 1892, 1893 and 1894 of the Italian Civil Code.

You cannot buy this policy from Europ Assistance if: you have to insure a trip that has already commenced on the effective date of the Policy; You cannot buy several policies covering the same risk if: you want to increase the limits of liability and cover of your policy; you want to extend the trip you have already insured with another Europ Assistance policy, or another company.

**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:** In the event of a claim: you have the obligation to notify Europ Assistance Italia S.p.A. in writing of the existence of other insurance policies that you have signed with the same characteristics as this one (Article 1910 of the Italian Civil Code) and to comply with the deadlines for reporting the claim.



#### When and how do I pay?

You must pay the premium due in full when you take out the policy. The premium is inclusive of taxes.



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

The insurance begins and ends at 12:01 a.m. and 11:59 p.m. on the dates indicated on the policy form.



#### How can I cancel the policy?

The policy does not provide for the possibility of cancellation.

## Non-Life Insurance to cover risks during the stay

Additional pre-contractual information document for non-life insurance products  
(Additional non-life IPID)

Company: Europ Assistance Italia S.p.A.

Product: "Medico Nostop Italy - Form 23042"

Date of the last update to the additional non-life IPID: 5 March 2024



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 no. 4 – 20057 Assago (MI)- tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it) - e-mail: [servizio.clienti@europassistance.it](mailto:servizio.clienti@europassistance.it) - certified email address: [EuropAssistanceltaliaSpA@pec.europassistance.it](mailto:EuropAssistanceltaliaSpA@pec.europassistance.it). 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 78,573,050, of which share capital amounts to Euro 12,000,000 and total equity reserves to Euro 66,573,050.

The solvency ratio for the non-life business is 160.5%. This ratio represents the ratio between the amount of own funds covering the solvency capital requirement equal to Euro 116,561,416 and the amount of the solvency margin required by regulations in force equal to Euro 72,616,766. The minimum capital requirement is equal to Euro 32,677,544.

The above figures refer to the latest approved financial statements and to the financial situation at 31/12/2022. Subsequent updates on the financial situation will be made available at <https://www.europassistance.it/azienda/bilancio>

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?

<b>Assistance Cover</b> (mandatory)	In addition, the following exclusions apply to individual types of benefit: <ul style="list-style-type: none"><li>- MEDICAL RE-ENTRY The following are excluded: illnesses or injuries which, in the opinion of the doctors of the Operations Centre, can be treated in Italy; infectious diseases, where transport involves the violation of national or international health regulations; and expenses relating to the funeral ceremony and those for the search of persons and/or possible recovery of the mortal remains; all the cases in which the Insured Person or the Insured Person's family members voluntarily sign the discharge against the advice of the medical staff of the facility where the Insured Person is being treated.</li><li>- RE-ENTRY WITH A FAMILY MEMBER the accommodation costs of the accompanying family member are excluded from the benefit.</li><li>- EARLY RE-ENTRY the benefit shall not be provided in cases where you cannot provide the Operations Centre with adequate information on the reasons for the request for early return.</li></ul>
<b>Medical Expense Reimbursement Cover</b> (mandatory)	No information in addition to the information given in the Non-Life IPID.



### Are there any limits on cover?

<b>Assistance Cover</b> (mandatory)	No information in addition to the information given in the Non-Life IPID.
<b>Medical Expense Reimbursement Cover</b> (mandatory)	<b>COINSURANCE</b> Reimbursement shall be made, for each individual claim, by applying an advance of 20% on the expenses incurred with a minimum of €52.00 and a maximum of €2,600.00.



### Where does the cover apply?

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



## What are my obligations? What obligations does the company have?

What do I have to do in case of an event?	<b>Reporting a claim:</b>	<p><b>Assistance Cover</b> (mandatory)</p> <p>In the event of a claim, you must immediately call the Europ Assistance Operations Centre on 800 -111800 from Italy or (+39) 02.58.28.63.45 from abroad.</p> <p>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).</p> <p><b>Medical Expense Reimbursement Cover</b> (mandatory)</p> <p>In case of an event:</p> <ul style="list-style-type: none"> <li>- you must immediately contact the Operations Centre at 800 - 111800 from Italy or (+39) 02.58.28.68.28 from abroad;</li> <li>- you must make the claim within sixty days of the event occurring.</li> </ul> <p>To report the event:</p> <ul style="list-style-type: none"> <li>- access the portal <a href="https://sinistrionline.europassistance.it">https://sinistrionline.europassistance.it</a> or the website <a href="http://www.europassistance.it">www.europassistance.it</a> and the section CLAIMS and follow the instructions</li> <li>or</li> <li>- writing a letter to Europ Assistance Italia S.p.A. – Via del Mulino, no. 4 – 20057 Assago (MI). On the envelope write "CLAIMS SETTLEMENT OFFICE MEDICAL EXPENSE REIMBURSEMENT COVER" ("UFFICIO LIQUIDAZIONE SINISTRI RIMBORSO SPESE MEDICHE").</li> </ul> <p>You must send Europ Assistance all documentation required under the policy.</p>
	<b>Direct assistance/assistance under special arrangements:</b>	<p><b>Assistance Cover</b> (mandatory)</p> <p>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.</p> <p><b>Medical Expense Reimbursement Cover</b> (mandatory)</p> <p>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.</p>
	<b>Management by other companies:</b>	No management by other companies.
	<b>Time limitation:</b>	<p><b>Assistance Cover</b> (mandatory)</p> <p>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.</p> <p><b>Medical Expense Reimbursement Cover</b> (mandatory)</p> <p>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.</p>
<b>Incorrect or reticent declarations</b>	No information in addition to the information given in the Non-Life IPID.	
<b>Obligations of the company</b>	<p><b>Assistance Cover</b> (mandatory)</p> <p>No compensation will be paid as the assistance services are provided directly by the Europ Assistance Operations Centre.</p> <p><b>Medical Expense Reimbursement Cover</b> (mandatory)</p> <p>After receiving the necessary documentation, checking the effectiveness of cover and carrying out necessary checks, Europ Assistance will determine the compensation due, notify the parties concerned and arrange for payment within 20 days from the notification.</p>	





## When and how do I pay?

Premium	<p>Accepted means of payment are:</p> <p><b>For purchase via the Company's telephone channel:</b></p> <ul style="list-style-type: none"> <li>- Credit card;</li> <li>- Bank transfer;</li> <li>- Apple Pay;</li> <li>- Google Pay;</li> <li>- Scalapay;</li> <li>- Postal money orders;</li> <li>- Post Office current account slip. This means of payment is permitted by the Company only for the renewal of Policies;</li> <li>- other means of payment (if any) that will be communicated to you by the Company when purchasing the Policy.</li> </ul> <p><b>For purchase via the Company's website (where applicable)</b></p> <ul style="list-style-type: none"> <li>- Credit card;</li> <li>- PayPal;</li> <li>- Bank transfer;</li> <li>- Amazon Pay;</li> <li>- Apple Pay;</li> <li>- Google Pay;</li> <li>- Satispay;</li> <li>- Scalapay;</li> <li>- other means of payment (if any) that will be communicated to you by the Company when purchasing the Policy.</li> </ul> <p><b>For purchase through an intermediary (where applicable)</b></p> <ul style="list-style-type: none"> <li>- direct credits to the bank account in the name of the intermediary authorised by Europ Assistance Italia S.p.A. to collect premiums, by means of bank transfer;</li> <li>- bank or bank drafts bearing a non-transferability clause and payable to the Intermediary authorised by Europ Assistance Italia S.p.A. to collect premiums;</li> <li>- cash. Payments made in cash are only permitted if the amount of the annual premium (even if in separate instalments) does not exceed Euro 750.00;</li> <li>- POS or Credit Card system to the intermediary (where the intermediary allows this);</li> <li>- other means of payment (if any) that will be communicated to you when purchasing the Policy.</li> </ul>
Reimbursement	<p>Withdrawal in case of an event:</p> <p>you may withdraw from the policy after each event, reported according to the procedures indicated in the policy, and up to 60th day from payment or refusal of the claim, writing to Europ Assistance. The withdrawal will be effective after 30 days from receipt of your notice. Within the following fifteen days, Europ Assistance will reimburse you the part of the premium relative to the period of risk that has not yet taken place, net of tax.</p> <p>Europ Assistance may also exercise its right to withdraw after a claim with the same thirty-day notice.</p>



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

Duration	No information in addition to the information given in the Non-Life IPID.
Suspension	There is no possibility of suspending cover.



## How can I cancel the policy?

Reconsideration after entering into the contract	<p><b><u>Long-distance sales</u></b></p> <p>You may assert your right of withdrawal within 14 days of the policy conclusion date by writing to Europ Assistance by registered letter with acknowledgement of receipt, without prejudice to Europ Assistance's right to retain the premium instalment corresponding to the period during which the policy was in effect.</p> <p>Cancellation does not apply to insurance policies of less than one month's duration.</p> <p>In addition to the provisions in the case of distance selling, the following applies:</p> <p><b><u>Withdrawal in the event of a claim</u></b></p> <p>You may withdraw from the policy after each event, reported according to the procedures indicated in the policy, and up to 60th day from payment or refusal of the claim, writing to Europ Assistance by registered letter with return receipt. The withdrawal will be effective after 30 days</p>
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	from receipt of your notice. Within the following fifteen days, Europ Assistance will reimburse you the part of the premium relative to the period of risk that has not yet taken place, net of tax. Europ Assistance may also exercise its right to withdraw from the policy after a claim with the same thirty-day notice.
<b>Termination</b>	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?

The product is aimed at Policyholders resident in Italy who intend to insure foreigners who need to have health cover for accident or illness and reimbursement of medical expenses before entering Italy. The insured person must not already be travelling to Italy or to Schengen Treaty countries prior to taking out the policy.



### What costs do I pay?

- **intermediation costs:** the average fee received by the intermediary(ies) is: 15.49%.

### HOW CAN I MAKE COMPLAINTS AND RESOLVE DISPUTES?

<b>You can send complaints to the insurance company</b>	<p>You may send any complaints regarding the contractual relationship or the handling of claims by writing to Europ Assistance Italia S.p.A. - c.a. Ufficio Reclami by:</p> <ul style="list-style-type: none"> <li>- post: Via del Mulino, 4 – 20057 Assago (MI);</li> <li>- fax: 02.58.47.71.28</li> <li>- by certified email: <a href="mailto:reclami@pec.europassistance.it">reclami@pec.europassistance.it</a></li> <li>- Email: <a href="mailto:ufficio.reclami@europassistance.it">ufficio.reclami@europassistance.it</a>.</li> </ul> <p>Europ Assistance Italia S.p.A. will reply to your complaint within 45 days of receipt, as provided for by law.</p>
<b>to IVASS</b>	<p>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: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>, attaching documentation relating to your complaint processed by Europ Assistance to your request. In the complaint you must:</p> <ul style="list-style-type: none"> <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>• include a copy of the complaint submitted to the insurance company and any reply from it;</li> <li>• all documents useful to describe the relevant circumstances in more detail.</li> </ul> <p>You can find the complaint form on the IVASS website at <a href="http://www.ivass.it">www.ivass.it</a>.</p>
<b>BEFORE TAKING LEGAL ACTION</b> , alternative dispute resolution systems can be used, such as:	
<b>Mediation</b>	By contacting a Mediation Body from those listed by the Ministry of Justice, at <a href="http://www.giustizia.it">www.giustizia.it</a> (Law 98 of 9 August 2013).
<b>Assisted negotiation</b>	Sending a request to Europ Assistance Italia S.p.A. via your lawyer.
<b>Other alternative dispute resolution systems</b>	<p><b>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).</b></p> <p>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: Ufficio Liquidazione Sinistri – Via del Mulino, 4 – 20057 Assago (MI), by registered letter with return receipt or by certified email to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>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.</p> <p><b>Insurance disputes on medical matters (where contemplated in the Terms and Conditions of Insurance).</b></p> <p>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, 4 – 20057 Assago (MI), by registered letter with return receipt or by certified email to <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a>.</p> <p>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.</p>

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](http://ec.europa.eu/internal_market/finnet/index_en.htm)).**

**THE COMPANY DOES NOT HAVE A HOME INSURANCE AREA ON THE WEB FOR THIS CONTRACT (HOME INSURANCE) RESERVED FOR POLICYHOLDERS, SO AFTER SIGNING THE CONTRACT YOU CANNOT CONSULT THIS AREA, NOR USE IT FOR THE ONLINE MANAGEMENT OF THE CONTRACT.**

#### **INFORMATION IN THE EVENT OF DISTANCE SELLING OF THE INSURANCE CONTRACT**

This proposed Insurance Contract is defined pursuant to Legislative Decree 206/05 as a distance contract, i.e. a "contract entered into between the professional [Europ Assistance Italia S.p.A.] and the Consumer under an organised distance sales or service provision scheme without the simultaneous physical presence of the professional and the consumer, through the exclusive use of one or more means of distance communication up to and including the stipulation of the contract".

Please note that: A consumer is any natural person who is acting for purposes which are outside his trade, business or profession, and a means of distance communication means "any technique of customer contact which, without the simultaneous physical presence of the distributor and policyholder, may be used for the distance marketing of insurance and reinsurance contracts"

Europ Assistance Italia S.p.A. is a company authorised to carry out insurance business under Ministerial Decree of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) with registered office in Italy, Via del Mulino no. 4 - 20057 Assago (MI).

The proposed insurance contract is briefly described in the Non-Life IPID, the additional Non-Life IPID and in full in the terms and conditions of insurance: if these conditions meet your expectations, the premium to be paid to enter into the contract is indicated in the attached quote.

The Policyholder has the right to choose to receive and send pre-contractual documentation and the documentation required by regulations in force on paper, by email or to the address of the website indicated in an email, and to change his choice at a later date.

The Policyholder will have the right to request, in any case and free of charge, the return of the above-mentioned documentation on paper.

Europ Assistance will request the Policyholder to sign and re-send, for documentation purposes only, a copy of the contract.

We would like to remind you that the Consumer may exercise the right of withdrawal within 14 days from the date of entering into the contract, without prejudice to the right of Europ Assistance Italia S.p.A. to retain the premium instalment corresponding to the period during which the contract was effective.

Pursuant to Article 67-duodecies paragraph 5b, cancellation does not apply to insurance policies of less than one month's duration.

The right of withdrawal may be exercised by sending a registered letter with return receipt to:

Europ Assistance Italia S.p.A. – Customer Service / Servizio Clienti – Via del Mulino, 4 – 20057 Assago (MI).

Complaints may also be submitted to the addresses listed in the section "How Can I Make Complaints and Resolve Disputes?".



Europ Assistance Italia S.P.A.



# "Medico Nostop Italy"

**Non-life insurance contract**

Stipulated with

**Europ Assistance Italia S.p.A.** with registered office at Via del Mulino, no. 4, -20057 Assago (MI) – 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.

Edition of 5 March 2024

## Medico Nostop Italy

### Terms and Conditions of Insurance - Form 23042

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#### RULES GOVERNING INSURANCE IN GENERAL

##### Art. 1 - DECLARATIONS RELATING TO THE CIRCUMSTANCES OF THE RISK

As the Policyholder, you must describe the risk you intend to insure accurately and completely, and must therefore provide Europ Assistance with true, accurate and complete information. Any significant change in the information provided during the period when the Policy is valid must be immediately notified to Europ Assistance. If you fail to comply with these obligations, as the Policyholder and/or Insured, you may lose all or part of your right to compensation/assistance, as well as the termination of the insurance policy itself pursuant to Articles 1892, 1893, 1894 of the Italian Civil Code.

##### Art. 2 - OTHER INSURANCE

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.**

*Article 1910 of the Italian Civil Code aims to avoid the case where the Insured, who has 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 must inform each company of all insurance policies taken out with the others for the same Risk.*

##### Art. 3 - COMMENCEMENT AND DURATION OF THE POLICY - PAYMENT OF THE PREMIUM

The Policy will take effect at the time and date indicated in the Policy Form and will expire at 24.00 on the day indicated in the Policy Form, unless payment is made in full. **If you, as the Policyholder, do not pay the premium or subsequent premium instalments, the Policy will remain suspended from 24.00 on the fifteenth day after the day when the payment is due and will resume effect from 24.00 on the day when you pay the premium. The Policy will be lawfully terminated pursuant to Article 1901, paragraph 3 of the Italian Civil Code, if Europ Assistance, within six months from the day when the premium or instalment falls due, does not take action to collect said. In any case, Europ Assistance is entitled to request payment of the premium for the current insurance period and the reimbursement of expenses incurred.**

##### Art. 4 - AGGRAVATION OF THE RISK

As the Policyholder and/or Insured, you are obliged to notify Europ Assistance of 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/assistance, as well as the termination of the insurance pursuant to Article 1898 of the Italian Civil Code.

##### Art. 5 - DECREASE IN THE RISK

If you are the Policyholder and/or Insured, and notify Europ Assistance of any changes that decrease risk, Europ Assistance is required to reduce the premium, or the premium instalment, following your notification and waives the related right of withdrawal.

##### Art. 6 - TAXES

The premium shown in the Policy Form includes any taxes that you, as the Policyholder, are required to pay by law. When you pay the premium, you also pay the taxes (as indicated in the Policy Form).

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#### Art. 7 - 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.**

For cover other than Assistance, 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.*

#### Art. 8 - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For all matters not written in the Policy and all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

#### Art. 9 - FORM OF THE CONTRACT

**The Policy must be entered into, in writing by you the Policyholder and Europ Assistance. Any amendment or change to the Policy must be made, demonstrated and accepted in writing.**

#### Art. 10 - CURRENCY OF PAYMENT

In Italy, in a capacity as the Policyholder and/or Insured, 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 exchange rate in effect recorded by the European Central Bank on the day when you incurred the expenses on the day the invoice was issued.

#### Art. 11 - CHANGES IN THE POLICYHOLDER PERSON

If the Policyholder is a company and if the company:

- is sold or part of its assets are sold, the Policy is transferred to the party that purchased the company;
- merges with another company, the Policy continues with the absorbing or merged company;
- transforms or changes its company name, the Policy continues with the new company;
- is wound up or put into liquidation, the Policy will cease with immediate effect and Europ Assistance will return the part of the premium paid and not used to the Policyholder. The part of the premium that is returned, is calculated after deducting tax and after adjustment with the minimum guaranteed annual premium calculated pro rata, where applicable

**Within 15 days of the sale, merger, transformation or change of company name, the Policyholder or the acquiring party or absorbing company or merged company must inform Europ Assistance. Europ Assistance may decide to withdraw from the Policy within 30 days of the notice received. In order to withdraw from the Policy, Europ Assistance shall send the Policyholder a written notice stating it wishes to withdraw. Withdrawal will take effect 15 days after the date when the Policyholder receives the notice.**

#### Art. 12 - EARLY TERMINATION

**In the event of cancellation or early termination of the Policy because the risk for which you, as Policyholder, took out the Policy no longer exists and in other cases of withdrawal, early termination or cancellation provided for in the Articles "Declarations relating to the circumstances of the risk" and**

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"Aggravation of the risk", you must pay Europ Assistance the entire premium for the period of insurance in progress at the time of the cause that led to the termination or cancellation of the Policy.

#### Art. 13 - BROKER CLAUSE (VALID ONLY FOR NEGOTIATED POLICIES)

Europ Assistance acknowledges and confirms that this Policy has been negotiated by the Broker whose name is indicated in the Policy Form. Consequently, notices, administrative reports and premium payments relating to the Agreement, will also be made through the Broker. All notices which, by law or pursuant to this Policy, the Policyholder or Insured are required to give to Europ Assistance, are valid and effective even if notified to the Broker. The above does not include requests for assistance and claims' management.

#### Art. 14 - PROCESSING OF PERSONAL DATA

The Insured Person undertakes to inform all persons whose personal data may be processed by Europ Assistance Italia in compliance with the provisions of the insurance contract, of the content of the Information Notice on the processing of data included in these policy terms and conditions and to obtain their consent to the processing of their personal health data for insurance purposes. To this end, you may submit the following formulation of consent: "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 the policy by Europ Assistance Italia and the parties indicated in the notice."

#### Art. 15 - PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim and your state of health from their obligation to maintain professional secrecy with Europ Assistance.

### SECTION I - DESCRIPTION OF THE COVER



#### What is insured?

#### Art. 16 - SUBJECT-MATTER OF INSURANCE

##### A) ASSISTANCE COVER

##### HEALTH SERVICES/BENEFITS FOR THE PERSON

You may claim each of the **listed benefits up to 3 times for each type** during the Policy term when you are in distress as a result of the occurrence of a claim.

You can **request** the following benefits **in the event of accident, if you have an illness or if you have Covid-19 that directly affects you.**

##### BENEFITS/SERVICES

##### 1. MEDICAL CONSULTATION

If you have an illness or injury while travelling, you can ask for medical advice by phone. Doctors use the information you give them to assess your health. You can request this service 24 hours a day, 7 days a week.

➤ **Please Note!**

*This opinion is not a diagnosis.*

##### 2. SENDING A DOCTOR OR AN AMBULANCE IN ITALY

You can apply for this benefit only after having had a MEDICAL CONSULTATION.

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If you are in Italy and need a medical consultation or ambulance, the Operations Centre will send a doctor to where you are staying.

When no doctor can intervene personally, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

*The times for the provision of the service are as follows:*

- Mondays to Fridays, from 8 p.m. to 8 a.m.,
- Saturdays, Sundays and public holidays, 24 hours a day.

➤ **Please Note!**

*This is not an emergency service. If you require the assistance of the emergency services in Italy, call 118.*

#### 3. REFERRAL TO A MEDICAL SPECIALIST

*You can apply for this benefit only after having had a MEDICAL CONSULTATION.*

If you need to make a specialist visit and want to know which specialist doctor is closest to you, the Operations Centre will provide you with the name of the doctor, subject to local availability.

#### 4. MEDICAL RE-ENTRY

If, following an **illness or** in the opinion of the doctors of the Operations Centre and in agreement with the doctor treating you on site, **it is necessary to transport you to an equipped healthcare facility in Italy or return to your home or residence in your country of origin**, the **Operations Centre shall provide**, at expense of Europ Assistance, to **organise the return** by the means and within the timeframe deemed most appropriate to your situation.

Europ Assistance will organise and pay for your medical repatriation, according to the times and means most suitable for the circumstances.

The means of transport are:

- economy class flight, also with room for a stretcher if you have to lie down;
- **first class train** travel and, if necessary, with a sleeper car;
- **ambulance.**

Transport will be fully organised by the Operations Centre and will include medical or nursing assistance during the trip, should the Operations Centre's doctors deem it necessary.

In the event that the return to the Insured Person's residence by the above-mentioned means is not compatible with his or her clinical condition, the benefit will be paid to the nearest place of residence, be it a nursing home, hotel or friends/family home, where the sick person can be cared for.

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

In the event of the death of the Insured Person, the Operations Centre will arrange for the transport of the mortal remains to the place of burial in Italy. The transportation of the mortal remains to the Insured Person's country of residence shall be carried out to the city with an international airport closest to the place of burial.

Europ Assistance shall bear the costs of transporting the mortal remains, **up to a maximum of €8,000.00 per Insured Person. For higher amounts, Europ Assistance will intervene immediately after receiving adequate guarantees in Italy.**

#### 5. RE-ENTRY WITH A FAMILY MEMBER

If, following the "Medical Re-entry" service, the doctors of the Operations Centre do not deem it necessary to provide medical assistance during the trip, and a family member wishes to accompany you to the place where you will be hospitalised in Italy or to your residence in your country of origin, the Operations Centre will arrange for the family member to return with the same form of transport as you. Europ Assistance may request the unused return ticket of the family member.

Europ Assistance shall bear the costs:

- **up to a maximum of Euro 200.00 if the return journey is made in Italy;**
- **up to a maximum of €500.00 if the return journey is made from abroad;**

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#### 6. TRAVEL OF A FAMILY MEMBER

If you are on your own, in countries adhering to the Schengen Treaty, is admitted to a medical facility for more than 10 days, **the Operations Centre shall provide, at its own expense, a first-class train ticket or economy class aeroplane ticket, round-trip, to allow a family member to join you.**

Europ Assistance shall bear the cost of the tickets **up to a maximum amount of Euro 1,000.00 per claim and the duration of the Policy.**

#### 7. ACCOMPANYING MINORS

If, **as a result of an accident, illness or force majeure, you** are in one of the countries adhering to the Schengen Treaty and are **unable to take care of any minors under 15 years of age** who are travelling with you, **the Operations Centre shall provide, at the expense of Europ Assistance, a first-class train ticket or an economy class aeroplane ticket, round-trip, to allow a family member residing in Italy to join the minors and take care of them.**

Europ Assistance shall only bear the cost of the tickets **up to a maximum amount of €1,000.00.**

#### 8. RE-ENTRY OF A CONVALESCENT INSURED PERSON

Should you be unable to return to your home or residence in your country of origin by the means originally planned, due to hospitalisation in a medical facility in countries adhering to the Schengen Treaty, **the Operations Centre shall provide you, at Europ Assistance's expense, with a first class train ticket or an economy class flight ticket.**

#### 9. EXTENSION OF STAY

If your health conditions, certified by a written medical prescription, do not allow you to undertake the return trip to your residence in your country of origin on the scheduled date, the Operations Centre shall provide for hotel reservations and Europ Assistance shall pay the relative expenses (**exclusively room and breakfast**).

The benefit/service is provided **for a maximum of three days** from the date established for the return **up to a maximum total amount of €40.00 per day per Insured Person who is ill/injured.**

**In the event that you fall ill with Covid-19, the prolongation may last for a maximum of 15 days.**

#### 10. EARLY RE-ENTRY

If you **were to return to your residence in your country of origin before the planned date** and by a means other than that originally planned, **due to the death**, as per the date on the death certificate issued by the registry, **of one of the following family members: spouse/domestic partner, son/daughter, brother, sister, parent, father/daughter-in-law, son-in-law, daughter-in-law**, the Operations Centre shall **provide you, at Europ Assistance's expense, a first class train ticket or an economy class flight ticket**, so that you may travel to the place where the family member died or is buried.

Europ Assistance shall only bear the cost of the tickets **up to a maximum amount of €1,000.00.**

*You must provide the original documentation relating to the information requested within 15 days of the claim.*

### B) MEDICAL EXPENSE REIMBURSEMENT COVER

If, as a result of **sudden illness or injury**, you should incur medical/pharmaceutical/hospital expenses in countries adhering to the Schengen Treaty for urgent and non-postponable treatment or operations, during the period of validity of the cover, Europ Assistance shall provide for their **reimbursement** based on the limit of liability foreseen.

For medical and pharmaceutical expenses, including in the event of admission to a healthcare facility or a place equipped for First Aid, Europ Assistance shall bear the costs, with direct payment on the spot by the Operations Centre and/or as reimbursement, **up to the amount provided for in this respect in the Policy Form per Insured Person and for the period of validity of the Policy.**

**The following are included in the limits of liability indicated:**

- hospitalisation fees in a medical institution prescribed by a doctor **up to €200.00 per day per Insured Person;**



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- expenses for urgent dental treatment, only as a result of an accident, **up to a maximum of €200.00 per Insured Person;**
- expenses for repairing prostheses, only as a result of an accident, **up to a maximum of €200.00 per Insured Person.**

**Please Note!**

This Cover includes coinsurance. See the Article "Limitation of Cover" in Section II



#### Where does the cover apply?

#### Art. 17 - TERRITORIAL EXTENSION

For all types of cover it is understood to mean all countries where the claim occurred and where the benefits and types of cover are provided, **with the exception of:**

- **any different operation indicated in the individual services/types of cover,**
- **of the exclusions indicated in the benefits/covers;**
- **what is stated in the article "International Sanctions".**

Specifically: Italy, Republic of San Marino, Vatican City and Schengen countries. These are: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Iceland, Italy, Greece, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and any country acceding to the Treaty upon publication of the following conditions.



#### When does the cover begin and end?

#### Art. 18 - COMMENCEMENT AND DURATION OF COVER

The cover starts at the time and date indicated on the Policy Form and expires at 11:59 p.m. on the day indicated on the Policy Form.

### SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



#### What is not insured?

#### Art. 19 - EXCLUSIONS

Cover excludes events caused by:

- malicious intent;
- gross negligence except as indicated in individual cover;
- due to floods, inundations, volcanic eruptions, earthquakes, atmospheric events with the characteristics of natural disasters;
- transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- nervous and mental illnesses, organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms;
- illnesses that are the expression or direct consequence of chronic pathological situations or pre-existing at the date of commencement of the trip;
- pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- accidents arising from the following activities: mountaineering with rock climbing or access to glaciers, jumping from a trampoline with skis or water skis, driving and use of bobsleighs, kite-surfing air sports in general, the driving and use of hang gliders and other types of ultralight aircraft,

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paragliders and the like, sports involving the use of motor vehicles or watercraft, aerial sports in general, acts of recklessness, car, motorbike or motorboat races and related trials and training, as well as accidents sustained as a consequence of professional sports;

- j. organ harvest and/or transplantation;
- k. car, motorbike or motorboat races and related trials and training;
- l. abuse of alcohol or psychotropic drugs as well as the non-therapeutic use of narcotics or hallucinogens;
- m. illnesses/accidents arising from the HIV virus;
- n. attempted suicide or suicide.
- o. epidemics or pandemics based on declarations from the World Health Organisation, with the exception of COVID-19;
- p. indirect consequences of the Covid-19 epidemic/pandemic.

The following are also excluded:

- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;

The insurance does not cover expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.

The following travel is not insured:

- trips undertaken to participate in competitions/races involving extreme activities;
- trips undertaken to carry out hazardous occupational activities;
- taken for the purposes of: visits, check-ups, admission to facilities, surgery.

#### COUNTRIES EXCLUDED

Travel in the following countries is excluded: Afghanistan, Cocos Islands, South Georgia, Heard Island and McDonald Islands, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu.

#### A) ASSISTANCE COVER

In addition, the following exclusions apply to individual types of benefit:

- **MEDICAL RE-ENTRY**  
The following are also excluded:
  - illnesses or injuries which, in the opinion of the doctors of the Operations Centre, can be treated in Italy;
  - infectious diseases, where transport involves the violation of national or international health regulations;
  - expenses relating to the funeral ceremony and those for the search of persons and/or possible recovery of the mortal remains;
  - all the cases in which the Insured Person or the Insured Person's family members voluntarily sign the discharge against the advice of the medical staff of the facility where the Insured Person is being treated.
- **RE-ENTRY WITH A FAMILY MEMBER**  
The accommodation costs of the accompanying family member are excluded from the benefit:
- **EARLY RE-ENTRY**  
The benefit shall not be provided in cases where you cannot provide the Operations Centre with adequate information on the reasons for the request for early return.

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#### B) MEDICAL EXPENSE REIMBURSEMENT COVER

The following are not covered:

- all expenses incurred by the Insured Person if he/she has 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 (except those specified above as a result of an accident);
- expenses for the purchase and repair of spectacles, contact lenses, orthopaedic and/or prosthetic devices (except those specified above as a result of an accident);
- expenses for transport and/or transfer to the healthcare facility and/or place of accommodation of the Insured Person.



#### Are there any limits on cover?

#### Art. 20 - 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 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.*

*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-regulatory-information-links>

*Insurance cover is not available in the following countries: **Syria, North Korea, Iran, Belarus, Russia** and the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson**.*

**Please Note!**

*If you are a "United States Person" and you are in Cuba or Venezuela, 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 or Venezuela in compliance with US laws.*

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

#### Art. 21 - LIMITATIONS OF COVER

##### • TRAVEL LIMITATIONS

You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.

##### • VALIDITY OF INSURANCE

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The insurance applies to persons not domiciled and not resident in Italy, the Republic of San Marino and the Vatican City.

However, for those who take up residence in Italy while the Insurance is valid, it remains valid until its expiry date.

- LIMITS ON ENTERING INTO THE POLICY**

You cannot buy this policy from Europ Assistance if:

- you have to insure a trip that has already commenced on the effective date of the Policy,
- you want to extend the trip you have already insured with another Europ Assistance policy, or another company,
- you want to increase the limits of liability and cover of your policy.

#### A) ASSISTANCE COVER

- LIMITS**

Assistance will be provided up to three times per insured person, for each type within the duration of the insurance.

- 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.

- LIMITS OF INTERVENTION**

Services are not provided in countries that are in a state of declared or de facto war. These are the countries listed on <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, 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.

#### B) MEDICAL EXPENSE COVER

- COINSURANCE**

Reimbursement shall be made, for each individual claim, by applying an advance of 20% on the expenses incurred with a minimum of €52.00 and a maximum of €2,600.00.

**Example of the coinsurance:**

amount of the estimated damage  
coinsurance 20%

Euro 1000.00  
Euro 200.00

damage that may be compensated/reimbursed up to the limits of liability      Euro 800.00 (Euro 1000.00 – Euro 200.00)

### SECTION III - OBLIGATIONS OF THE INSURED AND EUROP ASSISTANCE



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

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#### Art. 22 - OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A CLAIM

##### A) ASSISTANCE COVER

In case of an Event, you must immediately call the Operations Centre on the following numbers:

**800 -111800 (calls from Italy)**

**(+39) 02.58.28.68.28 valid 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.**

For INTEGRATED HOME ASSISTANCE only, you must call the Operations Centre at least 48 hours prior to the scheduled discharge from the healthcare facility by dialling 02.58.28.69.81 or send a fax to 02.58.38.45.78 with all the medical documentation.

**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.**

##### B) MEDICAL EXPENSE REIMBURSEMENT COVER

In the event of a claim, after immediate telephone contact with the Operations Centre, you shall make a report within and no later than sixty days from the occurrence of the claim, by accessing the portal <https://sinistrionline.europassistance.it> following the instructions (or by directly accessing the website [www.europassistance.it](http://www.europassistance.it) in the claims section)

or

giving written notice to **Europ Assistance Italia S.p.A. - Via del Mulino no. 4 -20057 Assago (MI)**, indicating on the envelope "**Claims Settlement Office - Medical Expenses Reimbursement (Ufficio Liquidazione Sinistri - Rimborso spese medici)**" and sending the following by post:

- name, surname, address, telephone number;
- Policy number;
- documentation proving the date of entry into Italy;
- a first aid certificate issued at the scene of the accident stating the pathology or the medical diagnosis certifying the type and manner of the accident suffered;
- in the case of hospitalisation, a true copy of the original of the medical record;
- 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 any purchase of medicines with the original receipts for the medicines purchased;

In order to settle the claim, Europ Assistance may subsequently request additional documentation which the Insured Person must provide.

**Failure to comply with this obligation may result in the total or partial loss of the right to compensation, pursuant to 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.

#### Art. 23 - CRITERIA FOR THE SETTLEMENT OF THE LOSS/DAMAGE

##### B) MEDICAL EXPENSE REIMBURSEMENT COVER

- **PAYMENT OF COMPENSATION (Valid for all types of Cover with the exception of Assistance)**



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### Terms and Conditions of Insurance - Form 23042

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.**

**In the event of death before Europ Assistance has paid the compensation/reimbursement, your heirs shall be entitled to the payment owed, only if they can proof the existence of the right to the compensation/reimbursement by giving Europ Assistance the documentation required under the article "Obligations of the Insured in the event of a Claim".**

## Medico Nostop Italy

### Terms and Conditions of Insurance - Form 23042

#### HOW TO CONTACT EUROP ASSISTANCE

In the event of Assistance and Medical Expense cover, the Operations Centre of Europ Assistance is available 24 hours a day, to intervene 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:**

**800 -111800 from Italy  
(+39) 02.58.28.63.45 from Italy or abroad**

You can also contact Europ Assistance by clicking on the link <https://viaggi.quickassistance.it/>:  
or by framing the QR code



The following information should be given to the operator immediately:

- Type of intervention required;
- Forename and surname
- Policy number;
- Address of your current location;
- Telephone number.

If you are unable to contact the Operations Centre by telephone, you may send: a fax to 02.58477201 or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Via del Mulino 4- 20057 ASSAGO (MI)

**IMPORTANT: do not do anything without first calling the Operations Centre**

– *event.*

In order to provide the services/cover provided in the Policy, Europ Assistance must process your data and to this end, pursuant to Regulation (EU) 2016/679 on the protection of personal data, in the case of processing of data relating to health, it requires your consent. By contacting Europ Assistance, you freely give your consent to the processing of your personal data relating to your health as indicated in the privacy notice you received.

For information on the Policy, you can call the Toll-Free Number 800-013529 from Italy, Mondays to Saturdays, excluding public holidays, from 8.00 to 20.00.

## Medico Nostop Italy – Privacy Notice

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

Information on data processing for insurance and commercial purposes  
(pursuant to Articles 13 and 14 of the European Data Protection Regulation)

**Personal data** means information about a person that enables him/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 [UfficioProtezioneDati@euroDassistance.it](mailto:UfficioProtezioneDati@euroDassistance.it)

### 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, 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 BENEFITS/SERVICES and COVER; to carry out insurance business, for example proposing and managing the policy, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location, is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; automated decision-making processes are used in the online quotation and purchase process of certain policies and in some of the processes of managing SERVICES and COVER<sup>2</sup>.
- carrying out insurance business and preventing and detecting fraud, taking legal action and notifying the authorities of possible offences, recovering amounts owing, issuing intra-group communications, protecting the security of buildings and IT tools, developing 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 convictions and offences, 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 convictions and offences, 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 COVER and SERVICES.

In addition, by providing your consent, you may authorise Europ Assistance Italia to use your personal data (not data relating to your health or criminal convictions) for the following *commercial purposes*:

1. to receive advertising or offers dedicated to you for Europ Assistance Italia products, to allow us to contact you to find out which new service you would like and your opinion of the services you needed and used. We will carry out these activities by sending you a letter, fax or email, contacting you on your telephone numbers, sending you messages on your mobile phone<sup>3</sup>;
2. to communicate your personal data to Europ Assistance Vai SpA<sup>4</sup> which will use it to send you advertising for Europ Assistance Vai products, to contact you to find out which new service you would like and your opinion of the services you needed and used. Europ Assistance Vai will carry out these activities by sending you a letter, fax or email, contacting you on your telephone numbers, sending you messages on your mobile phone. Europ Assistance Vai's privacy notice is available at [www.europassistance.it/Privacy-vai](http://www.europassistance.it/Privacy-vai);

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

<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 intervention of an operator regarding the purchase of policies, you may call or write to Customer Service. In relation to Services, you can call the Operations Centre, and in relation to Cover, you can write to the Claims Settlement Office. Contact details are available at [www.europassistance.it](http://www.europassistance.it) and in the Policy.

<sup>3</sup> This authorisation is required not only for the purposes of data protection legislation, but also for insurance legislation

<sup>4</sup> Europ Assistance Vai will use the personal data in its capacity as independent controller.

## Medico Nostop Italy – Privacy Notice

- to carry out profiling, also by computer, i.e. an analysis of the products and services that you have used, with the aim of identifying your needs/preferences and thus improving our product offering. This analysis will be carried out using *automated decision-making processes*.

In order to receive the SERVICES and COVER of the policy, no authorisation is required for *commercial purposes*.

### 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>5</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 and commercial purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector and other entities that are involved in managing relations with you and/or that perform technical, organisational and operational activities<sup>6</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 and, if appropriate, a copy of the cover adopted to transfer 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 probation 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". The rights may also be exercised with Europ Assistance Vai if you have consented to the processing of data for the purpose of the commercial promotion of Europ Assistance Vai products.

<sup>5</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>6</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. The 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 Data Controllers can be found at the premises of such entities (e.g. suppliers) and/or at [www.europassistance.it](http://www.europassistance.it).

## Medico Nostop Italy – Privacy Notice

You have the right to lodge a complaint with the Data Protection Authority and you can find more information at [www.garanteprivacy.it](http://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 or by Europ Assistance Vai (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 or Europ Assistance Vai;
- 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 Europ Assistance Italia is based on your consent, to withdraw your consent at any time, it being understood that withdrawing consent previously given does not affect the lawfulness of the processing carried out with your consent before it was withdrawn.

you can write to:

Data Protection Office [Ufficio Protezione Dati] - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI),

also by e-mail: [UfficioProtezioneDati@europassistance.it](mailto: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](http://www.europassistance.it) where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.



## Annex A - Glossary

### GLOSSARY

**Insured:** the natural person not domiciled and not resident in Italy, the Republic of San Marino and the Vatican City, whose interest is protected by the Insurance, and whose name appears on the Policy Form.

**Indirect consequence:** any situation not attributable to positivity to Covid-19 and its variants that directly affects you.

**Policyholder:** the natural person residing in Italy, the Republic of San Marino or the Vatican City, of Italian citizenship or even foreign citizenship, or the legal person with registered office in Italy, the Republic of San Marino or the Vatican City, indicated in the Policy Form, who underwrites the Insurance Policy in favour of third parties and assumes the related charges.

**Domicile:** the Italian municipality, indicated in the Policy Form, where the Insured Person is domiciled.

**Europ Assistance:** The insurance company, i.e. Europ Assistance Italia S.p.A. in Via del Mulino no. 4 - 20057 Assago (MI), authorised by decree of the Ministry of Industry and Trade no. 19569 of 2 June 1993 (Gazzetta Ufficiale of 1 July 1993 no. 152) and registered in section I of the Register of Insurance and Reinsurance Companies under no. 1.00108. Europ Assistance is a Generali Group company, registered in the Register of Insurance Groups, managed and coordinated by Assicurazioni Generali S.p.A..

**Cover:** the Insurance, other than Assistance Insurance, for which Europ Assistance shall provide compensation in the event of a claim.

**Injury:** the event due to a fortuitous, violent and external cause that directly and exclusively results in objectively ascertainable physical injury whose consequence is death, or permanent or temporary disability.

**Healthcare Facility:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. **Spas, convalescent and residential homes, and dietary and beauty clinics are excluded.**

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

**Sudden illness:** an acute-onset illness of which the Insured Person was unaware and which is not a manifestation, even if sudden, of a previous illness known to the Insured Person.

**Pre-existing illness:** an illness that indicates or is the direct consequence of chronic pathological or pre-existing conditions at the start of the cover.

**Limit of liability/Insured sum:** the maximum amount paid by Europ Assistance in the event of a claim.

**Policy Form:** the document signed by the Policyholder and Europ Assistance with all the details of Europ Assistance, the Policyholder, the Insured and a summary of what you have purchased. The Policy Form is part of the Policy.

**Policy:** the insurance contract between Europ Assistance and the Policyholder, having as its object the Cover described in the contract. The Policy consists of:

**Premium:** the amount owed by the Policyholder to Europ Assistance in accordance with the provisions of the Policy.

**Benefit/Service:** assistance provided in kind, i.e., the help that must be provided to the Insured Person, in the event of a claim falling under the assistance cover, or in the event of need, by Europ Assistance through the Operations Centre.

**Residence:** the place where you live as indicated in your registry office certificate.

**Hospitalisation:** a stay in a care facility that includes at least one overnight stay.

**Risk:** the probability of the claim occurring.

**Co-insurance:** the part of the amount of the loss/damage, indicated as a percentage, which must be paid by the Insured, with a minimum and maximum amount indicated as the absolute value.

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

**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:** period of stay in Italy, the Republic of San Marino and the Vatican City State, as shown in the entry documentation.