



TRIPY CANCELLATION

INSURANCE CONDITIONS INCLUDING GLOSSARY AND PRIVACY NOTICE

**CAREFULLY READ THE POLICY INFORMATION PACK BEFORE SIGNING
THIS DOCUMENT WAS PREPARED ACCORDING TO THE "SIMPLE AND TRANSPARENT
CONTRACTS" GUIDELINES.**

Travel Insurance Contract

edition 04/2024



Inter Partner Assistance S.A. - Rappresentanza Generale per l'Italia

Compagnia di Assicurazioni e Riassicurazioni - Via Carlo Pesenti, 121 - 00156 Roma - Tel.06/42118.1

Registered office Brussels 7, Boulevard du Régent, Share capital € 130,702,613 fully paid - AXA Partners Group

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GLOSSARY

Insured: the individual whose interests are covered and protected by the insurance.

Insurance: the insurance contract.

Assistance: timely assistance or help, in money or in kind, provided that the Insured person is in difficulties following the occurrence of an accident, organised through the Operations Centre.

Acts of terrorism: Acts in the public domain, including serious forms of unlawful violence against a community (or part of a community) and its property, intended to instil fear in the members of an organised community and/or to destabilise the established order and/or to restrict individual freedoms (including religious freedoms) by means of attacks, kidnappings, hijackings of aircraft, ships, etc., and similar acts, provided that they are likely to endanger the lives of individuals.

Tickets: the ticket/air, rail, sea or bus travel document.

Natural disasters: tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances.

Operations Centre: the organisational structure of Inter Partner Assistance SA - Rappresentanza Generale per l'Italia - Via Carlo Pesenti, n. 121 - 00156 Rome - made up of human resources and equipment, available 24 hours of every day of the year, providing telephone contact with the Insured, organising intervention in-situ and to carry out, with costs borne by the Company, any assistance provided for in the Policy.

Travelling companion: the Insured Person who, while not having family ties with the Insured who suffered the incident, is listed on the same journey of the Insured.

Policyholder: the person who takes out the insurance policy. In the case of a natural person, a person of legal age with legal capacity to act.

Day hospital: hospitalisation that does not involve an overnight stay, but is documented by medical records, at an authorised medical facility having beds devoted to hospital use.

Destinations:

- **Italy:** the Italian Republic, the Republic of San Marino and the Vatican City State.
- **Europe:** the countries of geographical Europe (including Italy and the Russian Federation) and the Mediterranean (Algeria, Canary Islands, Cyprus, Egypt, Lebanon, Libya, Madeira, Morocco, Tunisia, Turkey, Israel).
- **Whole world excluding USA, Canada and Mexico:** all countries of the world, excluding USA, Canada and Mexico.
- **Whole world including USA, Canada and Mexico:** all countries of the world including USA, Canada and Mexico.

Event: the occurrence that caused or has given rise, directly or indirectly, to one or more claims.

Relative: the spouse, children, father, mother, brothers, sisters, half-brother, half-sister, grandparents, in-laws, sons-in-law, daughters-in-law, brothers-in-law, uncles, first cousins, nieces and nephews of the Insured, as well as any others living with him/her, provided that they have been duly certified.

Excess: a fixed amount, in absolute number, to be paid by the Insured Person in the event of a claim or claims.

Compensation or indemnification: the sum payable by the Company in event of a claim covered by the guarantees of the policy.

Injury: casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm, which, as a consequence, result in the death, permanent injury or temporary disability.

Healthcare institution: university hospital, hospital, healthcare facility, day hospital, diagnostic and / or therapeutic clinic, that is duly authorized for diagnosis and treatment. The following are not commonly considered health facilities for diagnosis and care: thermal baths and spas, those that are primarily for dietary purposes, for personal wellness, rehabilitation, convalescence, long-term hospitalisation or stays, facilities for the elderly.

Italy the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

Illness: any noticeable impairment of health not due to an injury.

Pre-existing illness: illness that is the manifestation or direct result of chronic pathological conditions or those that existed before date trip.

Maximum limit: the maximum amount, established in the Policy, guaranteed by the Company in the event of a claim.

Package: The single service on land (land) or the combination of a travel ticket / title plus other land services for the same trip.

Policy: the document which proves the insurance has been taken out.

Premium: the amount owed by the Policyholder to the Insurer.

Statute of Limitations: the expiry of the time to exercise the same right within the time allowed by law.

Residence: the place where the insured has established his/her dwelling as indicated on the certificate of residence.

Hospitalization: a stay in a healthcare institution that is duly authorised to provide hospital care, covering at least one overnight stay, or a day hospital.

Deadline: the date the contract expires in all its effects.

Deductible: the part of indemnifiable damage under the terms of the policy, calculated as a percentage, that remains the responsibility of the Insured per claim.

Casualty: the occurrence of the damaging event, in an uncertain future, for which insurance has been given.

Company: INTER PARTNER ASSISTANCE S.A. Rappresentanza Generale per l'Italia, Via Carlo Pesenti 121 - 00156 Rome.

Travel: a trip, stay or location resulting from the relative contract or travel document.

1. GENERAL RULES OF THE CONTRACT

1.1- Other insurance policies

If the same risk is covered separately by multiple insurance policies with different insurers, the Insured must notify each insurer of all the other insurance policies.

If the Insured intentionally fails to notify the insurers, the latter are not obliged to pay the compensation.

In the event of a claim, the Insured must notify all insurers pursuant to Article 1913 of the Italian Civil Code, specifying the names of the other insurers. The Insured Person may claim compensation from each insurer in accordance with the terms of the respective contract with each insurer, provided that the total amount collected does not exceed the amount of the loss.

The insurer that has paid shall be entitled to recourse against the others for the proportional distribution of the indemnities due under the respective contracts. If an insurer is insolvent, its share is divided among the other insurers.

The Insured Person must also make all documentation available to the Company relevant to the investigation and assessment of the case.

1.2- Declarations of risk factors

Inexact statements or reticence by the Policyholder or the Insured concerning the circumstances that influence the risk assessment, may lead to the total or partial loss of the right to compensation, and also termination of the Insurance article 1892 to art. 1892, 1892, 1893 and 1894 of the Italian Civil Code.

1.3- Payment currency

The indemnities are paid in Italy, in Euro. For expenses incurred outside the Euro area, the reimbursement will be calculated using the official exchange rate for the day the expenses were incurred.

1.4- Reference to Laws

Italian laws apply to any other matter not otherwise regulated herein. All litigations are subject to the Italian jurisdiction.

1.5- Tax burden

The tax charges for the insurance are borne by the Policyholder.

1.6- Competent Court

Competent court is the place of residence of the Insured or Policyholder.

1.7- Prescription term

The prescription term of rights concerning this Policy is two years, as set forth by art. 2952 of the Italian Civil Code.

1.8- Right of Recourse

Until the liquidated sum is reached, the Company is subrogated in all rights or actions that the Insured Party may have in relation to those responsible for the harm.

1.9- Documentation

The Company has the faculty to request additional documents compared to those foreseen in the contract for liquidation purposes, and does not lose the right to claim, at any time and any circumstance, any exceptions also after initiating to settle the warranty claims.

1.10- Cooling-off period

If the Policy is taken out remotely or outside the Insurer's offices, if the trip lasts more than one month and if the Policyholder is a natural person, the Policyholder has the right to cancel the policy within 14 days of taking out the policy by calling **06 42115606**, selecting the relevant option and following the instructions provided.

If the Policyholder exercises the right of withdrawal and the premium has been paid, the Company will refund the amount of the premium already paid (less legal taxes, which are not refundable).

A signed copy of the policy certificate should be sent to the following address:

Travel Insurance - Certificates

Inter Partner Assistance S.A.

General Agent for Italy

Via Carlo Pesenti, 121

00156 - Roma

Alternatively, a duly signed and scanned certificate can be sent to the following email address: **certificati.travel@axa-assistance.com**

2. HOW THIS POLICY WORKS

2.1 - Validity of the Insurance

The insurance will be valid from 24:00 of the date indicated on the Policy Declarations Page, provided that the premium is paid.

2.2- Operation and effective start date

This policy needs to be taken out at the same time as the trip is booked/purchased.

The explicitly signed guarantees apply for:

- for travel for tourism, study or business purposes;
- from the date and time indicated in the policy. The Company will use the Rome time zone (UTC/GMT + 1) as the reference for the effective date. For all guarantees, except cancellation, the insurance cover starts at 24.00 hrs on the day of before departure and ends at the end of the trip, and in any case no later than the expiry date (24:00 hrs on the day of return); for cancellation cover only, the insurance cover starts at 00:00 hrs on the day following the date of issue and ends at 24:00 hrs on the day of departure or until the start of the trip itself;
- in the case of a natural person, if the Policyholder is of legal age with legal capacity to act;
- if the premium has been paid.

2.3- Insurable persons

The Company only insures persons with an Italian tax code who are resident in the Italian Republic and who have legal capacity at the time the policy is taken out. Residents of the Republic of San Marino and Vatican City can also be insured, even if they do not have an Italian tax code.

Persons under the age of 90 on the policy date are eligible for cover. Nevertheless, persons who turn 90 during the term of the policy will continue to be covered until the policy expires.

2.4- AGE LIMITS

2.3.1- Multiple policies issued by the Company to cover the same risk in order to increase the insured amount and/or extend the duration of cover is not permitted.

2.3.2- In cases where the premium may be determined by the destination, the policy must be issued for the destination that comprises all legs of the trip, including any intermediate ones. 2.3.3 - The policy must be taken out before departure. The policy is valid for countries falling within the same risk category as the chosen destination, as well as for countries falling within lower risk categories (please refer to www.tripy.net).

2.3.3 - The conformity of this policy for issuing visas for travel to the Russian Federation may be subject to changes, even temporary, decided by the competent diplomatic authorities. Contact the Embassy or Consulate before taking out this policy.

2.3.4 - The policy must be taken out before departure. If the policy is taken out after the date of departure, the Company will not consider any request for assistance or reimbursement in the event of a claim.

2.5- Exclusions common to all sections

In the event of multiple claims under the policy originating from the same event that simultaneously involves several insured parties, the aggregate policy limit for all claims may not exceed €20,000,000.00.

If the aggregate amount of claims exceeds €20,000,000.00, the amounts payable to the Insured shall be proportionally reduced, where possible.

3. WHAT IS COVERED

3.1 - Purpose of the Insurance:

The company provides the guarantees specified below:

The warranties and pre-established maximum amounts are only valid if they have been invoked on the insurance certificate and the suitable premiums were paid

A. ALL RISKS TRIP CANCELLATION

TRAVEL CANCELLATION/CHANGE - PENALTY REFUND	Limit	Excess/Compensation limits											
<p>The company shall reimburse the penalty applied under a contract by a tour operator or airline or sailing company for the cancellation or changing of the trip brought about by causes or events objectively verifiable and unpredictable at the time of booking, which affect the Insured, their assets, a relative, or the joint holder of the company/associated office.</p> <p>The refund of fee will also include:</p> <ul style="list-style-type: none"> management costs; the fees of the agency; visas; the non-refundable airport taxes; the fuel adjustments already planned at the issue date of the policy and incorporated into the overall cost of the insured trip. <p>When purchasing the air tickets, the airport taxes refunded by the carrier are excluded</p> <p>The Company will reimburse the fee charged:</p> <ul style="list-style-type: none"> to the Insured (affected by the claim) and as long as they are insured and listed on the same policy; to all his relatives; one of his travelling companions. <p>Trip Cancellation following an act of terrorism or natural disaster Coverage also applies to acts of terrorism or natural disaster occurring after a Trip has been booked, provided that such acts occur within 30 days of departure and within a radius of 100 km:</p> <ul style="list-style-type: none"> the first scheduled destination indicated in the booking of the insured Trip; the destination airport but solely when only the travel ticket is purchased. <p>Trip Cancellation following a Pandemic or Quarantine The cover also applies in the event of:</p> <ul style="list-style-type: none"> Illness that is of a pandemic nature that affects the Insured Person, a Family Member (as defined in the glossary) or a Travelling Companion (as defined in the glossary). Cover also applies if a person tests positive for the disease after check-in, provided the trip has not yet commenced; quarantine that entails unsupervised or supervised isolation of the Insured Party or a travel companion (as defined in the glossary); 	<p>Value of the trip indicated on the policy certificate</p>	<p>The company will reimburse the cancellation with an overdraft on compensation as follows:</p> <table border="1"> <thead> <tr> <th>Event</th> <th>Overdraft</th> <th>Minimum</th> </tr> </thead> <tbody> <tr> <td>Death or hospital admission (<i>Day Hospital or emergency room excluded</i>) of the insured, relatives and the company/associated office.</td> <td>None</td> <td>--</td> </tr> <tr> <td>Other causes that led to cancellation</td> <td>20%</td> <td>€ 75.00</td> </tr> </tbody> </table>			Event	Overdraft	Minimum	Death or hospital admission (<i>Day Hospital or emergency room excluded</i>) of the insured, relatives and the company/associated office.	None	--	Other causes that led to cancellation	20%	€ 75.00
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Other causes that led to cancellation	20%	€ 75.00											
<p>In the event of Illness or Injury Company physicians will be given the opportunity to carry out an examination to certify that the conditions of the insured to assess if they will prevent his/her participation in the trip.</p>													
<p>TRIP REROUTING expenses. The company shall reimburse the Insured 50% of any further costs incurred to purchase new tickets (by air, sea or rail), to replace those that cannot be used because of the late arrival of the insured at the place of departure determined by unforeseeable causes or events at the time of booking, which has affected the insured, their family members, or the joint holder of the company/associated office.</p>	<p>€ 500 per insured person</p>	<p>The company shall reimburse the costs incurred within the fixed maximum amount provided that the purchased tickets are used for services previously booked.</p>											

In the event of cancellation of a trip that is covered under the terms of the policy, and the application of a partial or otherwise reduced penalty, it is understood that the Company will only reimburse the penalty actually withheld by the Tour Operator or the Airline or Shipping Company.

A.1 - Start date and operation

The guarantee starts from the date of issue of the agreement and it is operative until the fruition of the first service for the trip provided by the contract.

A.2 - Compensation criteria

The Company will reimburse the cancellation fee:

- up to the existing percentage on the date on which the event occurred Art. 1914 of the Italian Civ. (Italian Civil Code) Therefore, if the Insured cancels the trip after the event, the majority of the cancellation fee will be at his/her cost;
- reserving the right to reduce the compensation by the amount recovered directly by the insured. The Company has the right to take possession of the unused tickets.

A.3 - Validity

Coverage is valid only if the policy is underwritten at the same time as the booking / purchase of the travel.

The warranty is effective for a single application for compensation regardless of the outcome, at the occurrence of which it ceases

B. LIGHT TRIP CANCELLATION

TRAVEL CANCELLATION/CHANGE - PENALTY REFUND	Limit	Excess/Compensation limits									
<p>The Company shall reimburse the penalty fee applied under the terms of the contract by the Tour Operator, Airline or Cruise line for cancelling or modifying the trip due to one of the following circumstances provided that it can be documented, is involuntary and was unforeseeable at the time of booking:</p> <p>a) illness, injury or death</p> <ul style="list-style-type: none"> of the Insured or of a relative (<i>see definition</i>); the co-owner of a company or of a professional office; <p>b) selection of the insured as juror or sworn testimony to appear before the judicial authorities;</p> <p>c) damage to the Insured's dwelling or his own locations where he develops his business, professional or industry activity, as a result of fire, burglary or natural disasters, severe enough to make his presence necessary;</p> <p>c) inability to reach the place of departure of the trip as a result of:</p> <ul style="list-style-type: none"> accident to the means of transport during the journey to the departure point; natural disasters; <p>e) Certifiable impediments of a professional nature:</p> <ul style="list-style-type: none"> cancellation or changes to holidays scheduled by the Insured Party (exclusively for employees on a permanent contract); redundancy of Insured Party, not for disciplinary reasons; new hiring, with employment contract, of the Insured Party in a different company. <p>The refund of fee will also include:</p> <ul style="list-style-type: none"> management costs; the fees of the agency; visas; the non-refundable airport taxes; the fuel adjustments already planned at the issue date of the policy and incorporated into the overall cost of the insured trip. <p>When purchasing the air tickets, the airport taxes refunded by the carrier are excluded</p> <p>The Company will reimburse the fee charged:</p> <ul style="list-style-type: none"> to the Insured (affected by the claim) and as long as they are insured and listed on the same policy: to all his relatives; one of his travelling companions. <p>Trip Cancellation following a natural disaster</p> <p>Coverage also applies to a natural disaster occurring after a trip has been booked, provided that such acts occur within 30 days of departure and within a radius of 100 km:</p> <ul style="list-style-type: none"> the first scheduled destination indicated in the booking of the insured Trip; the destination airport but solely when only the travel ticket is purchased. <p>Trip Cancellation following a Pandemic or Quarantine</p> <p>The cover also applies in the event of:</p> <ul style="list-style-type: none"> Illness that is of a pandemic nature that affects the Insured Person, a Family Member (as defined in the glossary) or a Travelling Companion (as defined in the glossary). Cover also applies if a person tests positive for the disease after check-in, provided the trip has not yet commenced; quarantine that entails unsupervised or supervised isolation of the Insured Party or a travel companion (as defined in the glossary); 	<p>Value of the trip indicated on the policy certificate</p>	<p>The company will reimburse the cancellation with an overdraft on compensation as follows:</p> <table border="1" data-bbox="880 360 1533 613"> <thead> <tr> <th>Event</th> <th>Overdraft</th> <th>Minimum</th> </tr> </thead> <tbody> <tr> <td>Death or hospital admission (<i>Day Hospital or emergency room excluded</i>) of the insured, relatives and the company/associated office.</td> <td>None</td> <td>--</td> </tr> <tr> <td>Other causes that led to cancellation</td> <td>20%</td> <td>€ 75.00</td> </tr> </tbody> </table> <p>In the event of Illness or Injury Company physicians will be given the opportunity to carry out an examination to certify that the conditions of the insured to assess if they will prevent his/her participation in the trip.</p>	Event	Overdraft	Minimum	Death or hospital admission (<i>Day Hospital or emergency room excluded</i>) of the insured, relatives and the company/associated office.	None	--	Other causes that led to cancellation	20%	€ 75.00
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<p>TRIP REROUTING expenses.</p> <p>The company shall reimburse the Insured 50% of any further costs incurred to purchase new tickets (by air, sea or rail), to replace those that cannot be used because of the late arrival of the insured at the place of departure determined by unforeseeable causes or events at the time of booking, which has affected the insured, their family members, or the joint holder of the company/associated office.</p>	<p>Maximum € 500 per insured</p>	<p>The company shall reimburse the costs incurred within the fixed maximum amount provided that the purchased tickets are used for services previously booked.</p>									

In the event of cancellation of a trip that is covered under the terms of the policy, and the application of a partial or otherwise reduced penalty, it is understood that the Company will only reimburse the penalty actually withheld by the Tour Operator or the Airline or Shipping Company.

B.1 - Start date and operation

The guarantee starts from the date of issue of the agreement and it is operative until the fruition of the first service for the trip provided by the contract.

B.2 - Compensation criteria

The Company will reimburse the cancellation fee:

- a) up to the existing percentage on the date on which the event occurred Art. 1914 of the Italian Civ. (Italian Civil Code) Therefore, if the Insured cancels the trip after the event, the majority of the cancellation fee will be at his/her cost;
- b) reserving the right to reduce the compensation by the amount recovered directly by the insured. The Company has the right to take possession of the unused tickets.

B.3 - Validity

Coverage is valid only if the policy is underwritten at the same time as the booking / purchase of the travel.

The warranty is effective for a single application for compensation regardless of the outcome, at the occurrence of which it ceases

C. FLIGHT PACKAGE (OPTIONAL COVER)

C.1 REROUTING COSTS

If, as a result of an event leading to the cancellation of regularly scheduled and booked flights, it becomes necessary to cancel or alter the originally booked travel, the Company will, as an alternative, refund

- a. The ground service fee charged by the direct suppliers for the cancellation of the travel as a result of the flight cancellation;
- b. The higher costs reasonably incurred by the Policyholder or the Insured Persons to arrange alternative transport services compared to those provided for in the contract;
- c. In the event of insolvency, default or breach of financial obligations on the part of the air carrier, the insurance will be provided, within the limits indicated in the policy, in excess of the limits that may be provided by the established insolvency funds or the insolvency proceedings.

Maximum per Insured: ITALY € 500.00 - EUROPE € 500.00 - WORLD € 1,000.00

C.2 Limitations

This cover is valid from 24:00 on the day of issue and at the same time as the flight booking, i.e. until midnight.

C.3 FLIGHT DELAYS

The maximum amounts mentioned above are per Insured and per accident

COMPENSATION FOR DELAYED DEPARTURE

In case of a documented delay of your flight, the company indemnifies the insured:

- for the first 8 full hours of delay; € 80
- for 8 additional full hours of delay; € 80

TRIP CANCELLATION DUE TO DELAYED DEPARTURE

In the event of a documented delay of the one-way trip exceeding 16 hours, if the insured decides not to participate in the trip, the company reimburses the cost of the trip.

Maximum 50% of the total cost of the trip (net of the registration fee) up to a maximum of € 1,000 per insured person

C.4 Compensation Limits

The insurance cover extends to all the round trips in conjunction for the one-way trip. However, it excludes the internal flights, which are not part of the one-way trip.

The guarantee only covers one event during the term of the policy.

The guarantee Compensation for the delayed departure and the guarantee travel cancellation for delayed departure cannot be combined.

C.5 Compensation criteria

Compensation is paid on condition that the Insured person has been registered and checked in accordance with the route provided by the airline. In addition, the hours of delay will be calculated according to the last official schedule released by the airline, of which the Insured will provide appropriate documentation.

4. WHAT IS NOT COVERED

4.1 - Exclusions common to all sections

This policy excludes any claim, service, consequence and/or event that arises directly or indirectly from:

- a) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power;
- b) acts of terrorism in general, including the use of any type of nuclear or chemical bomb; This exclusion does not apply to the Travel Assistance, Travel Medical Expenses and All Risks Trip Cancellation guarantees;
- c) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- d) tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances. This exclusion does not apply to the Travel Assistance, Travel Medical Expenses and All Risks Trip Cancellation/Light and Back Home;
- e) air, water, soil, subsoil contamination, or any other environmental damage;
- f) expenses for the search and rescue of the Insured from the sea, lakes, mountains or desert;
- g) wilful or gross misconduct of the insured;
- h) suicide or attempted suicide.

No (re)insurer will be required to provide coverage, to pay a claim or provide a service in any capacity in the event that the provision of such coverage, payment of the claim or the provision of this service exposes the (re)insurer to any penalty or restriction pursuant to a resolution of the United Nations or under the sanctions, laws or economic and trade embargoes of the European Union, the United Kingdom or the United States of America

4.2- Exclusions applicable to All Risks Trip Cancellation (in addition to the common exclusions)

The Company does not make the reimbursements related to cancellations or changing directly or indirectly caused by:

- a) causes such as death or hospitalisation, not documented;
- b) causes, except for medical ones, known to the Insured at the time of booking;
- c) bankruptcy of the carrier or of the travel agent;
- d) Persons residing, domiciled or subject to a detention order, without prejudice to what is stated in the text of the cover regarding pandemics/quarantines;
- e) travels to countries to which travel is formally advised against by the Ministry of Foreign Affairs and International Cooperation, for Italy, and/or equivalent competent authority of the country of destination;
- f) strikes.

In any event, the following are excluded:

- the reimbursement of expenses other than the penalty imposed, including those that may be reimbursed by third parties (for example, but not limited to, expenses that may be reimbursed by transport providers, accommodation providers, credit/debit card issuers, etc.).
- Claims arising from causes other than those specified in the All Risks Trip Cancellation cover.

4.3 - Specific exclusions applicable to the Light Trip Cancellation (in addition to common exclusions)

The Company does not make the reimbursements related to cancellations caused by:

- a) pre-existing conditions of an evolving nature and their complications or if at the time of booking there is a pre-existing conditions or events that could give rise to a claim;
- b) forms of depression;
- c) pregnancy;

- d) complications from a pregnancy if the pregnancy started before the date of booking;
 - e) bankruptcy of the carrier or travel agent;
 - f) Persons residing, domiciled or subject to a detention order, without prejudice to what is stated in the text of the cover regarding pandemics/quarantines;
 - g) travels to countries to which travel is formally advised against by the Ministry of Foreign Affairs and International Cooperation, for Italy, and/or equivalent competent authority of the country of destination;
- In any event, the following are excluded:
- the reimbursement of expenses other than the penalty imposed, including those that may be reimbursed by third parties (for example, but not limited to, expenses that may be reimbursed by transport providers, accommodation providers, credit/debit card issuers, etc.).
 - Claims arising from causes other than those specified in the Light Trip Cancellation cover.

4.4- Specific exclusions applicable to All Risks Assistance (in addition to the common exclusions)

The assistance will not be provided in the following cases:

1. if the Insured (or his/her representative) ignores the indications of the Operations Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In this last case, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport / repatriation to Italy.
2. direct organisation, or otherwise, without the prior permission of the Operations Centre, of any kind of assistance;
3. medical expenses except those specified in Section Travel Medical Expenses.
4. planned trip:
 - towards an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority.
 - a trip made for the purpose of undergoing medical / surgical treatment;
 - for medical rehabilitation and physiotherapy;
 - for the purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc.)
 - for the treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments, dental treatments;
 - for voluntary termination of pregnancy, assisted reproduction and their complications;
 - for explants and/or organ transplants;
5. practice of air sports and the aerial activities in general, extreme sports if not practised with sports organizations and without the required safety criteria;
6. any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
7. purchase and repair of glasses, contact lenses;
8. natural delivery or caesarean section;
9. morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
10. abuse of alcohol or drugs and the use of narcotics and hallucinogens;
11. attempted suicide or suicide;
12. car racing, motorcycle racing, motorboat racing and related tests and workouts;
13. all the professional activities involving the use of mines, weapons and/or dangerous substances, access to mines, quarries and excavation and/or mining activities on land and sea;
14. bankruptcy of the carrier or of the travel agent. This exclusion is not operational for the cover in the Back Home section.
15. errors or omissions at the time of booking or inability to obtain a visa or passport;
16. mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
17. if you need assistance at home:
 - it excludes the costs related to equipment and/or the spare parts required for repair;
 - the services cannot be provided abroad;
18. in case of roadside assistance, vehicles are excluded:
 - with a full load weight exceeding 3.5 tonnes;
 - with a foreign plate, not registered in Italy;
 - with the date of the first registration exceeding 15 years;
 - not regularly insured for the compulsory third-party liability coverage;
 - used for public use, driving schools and taxis, as well as electric vehicles, three-wheeled vehicles, camper vans and caravans, and trailers;
19. Roadside Assistance services are not provided
 - if the vehicle is located in a place which is not accessible by means of ordinary aid;
 - for the recovery, transfer and storage of personal effects and the transported goods;
 - for rentals of motor cars exceeding 1,200 cc, for periods longer than 3 days and if the insured is not able to guarantee the security deposit, required by the car rental companies, in the form of a credit card. Fuel costs are excluded, as well as charges for not topping up the fuel tank when returning the vehicle to the rental company, drop-off (returning the vehicle to a country other than the country of pick-up), optional insurances, theft and comprehensive insurance deductibles, tolls in general (motorways, ferries, etc.), any fines, and time beyond the guaranteed days;
 - for the immobilisation of the vehicle for carrying out the periodic service check and in the case of the recall.
20. In case of provision of hotel services, all charges other than the bed and breakfast are not included.

4.5 Special Exclusions for the Rerouting Costs Section

The Company is not required to supply warranty for any accidents caused by or depending on:

1. wilful misconduct and gross negligence on the part of the Tour Operator and the traveller;
2. injury and illness
3. events known and/or in the public domain at the time of booking and/or when the policy is issued, if not made at the same time as the booking.

5. WHAT TO DO IN THE EVENT OF A CLAIM

IN CASE OF A REFUND REQUEST

Cancellation of trip

The claim must be reported by telephone or online at www.triply.net within 5 days of the event causing the cancellation of the trip. Please refer to the "All Risks Trip Cancellation" and "Light Trip Cancellation" articles in the Special Conditions of Insurance for details of the excesses that apply to cover.

For any other request for reimbursement, the Insured or those acting on his/her behalf must report the claim within 5 days of the occurrence of the event and provide the Company, regardless of the way in which the claim is made (i.e. in writing or via the www.triply.net website), with all the documents relevant to the settlement of the claim, without prejudice to the provisions of Article 1.12 of the General Conditions of Insurance, and in particular:

- policy number;
- receipt of payment of the trip with the route;
- personal details and tax I.D. of the payment recipient (pursuant to Italian Law No. 248 of 4 August 2006);
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it.

They must also provide:

All Risks and Light Trip Cancellation - Reimbursement of cancellation penalties

- copy of the documentation objectively proving the cause of the waiver/change;

- in the event of illness or accident, first aid and medical certificate reporting the date of the accident or the onset of the disease, the specific diagnosis and prognosis;
- documentation proving the link between the Insured and any other person who has issued the waiver;
- if hospitalised, complete copy of the medical record;
- copy of the catalogue and/or tour program with its rules regarding the penalty
- copy of the travel contract with payment records;
- copy of the booking statement of the reservation and penalty issued by the organizer of the trip;
- original travel documents, for the 100% penalty.

■ Trip rerouting expenses

The Insured must notify the Company within 30 days from the return, providing:

- original documentation objectively proving the cause of the waiver/change;
- in the event of illness or accident, first aid and medical certificate reporting the date of the accident or the onset of the disease, the specific diagnosis and prognosis;
- new travel tickets purchased to reach the intended location of the trip and the relevant amount, in original;
- copy of the travel contract with payment records;
- A copy of the booking statement issued by the agency that organised the trip;
- original unused travel tickets.

IMPORTANT REFERENCES

TRIP CANCELLATION AND FLIGHT PACKAGE SECTION

TELEPHONE CLAIMS 24 hours a day: Phone 39 06 42115586
ON-LINE CLAIMS: [www. tripy.net](http://www.tripy.net)

ASSISTANCE AND TRAVEL MEDICAL EXPENSES

OPERATIONS CENTRE 24/7
Ph. + 39 06 42115820

REFUND REQUESTS

The events must be reported as follows:

- via website at www.tripy.net

or otherwise

- by post to:

Inter Partner Assistance S.A. - Travel - Claims Office

Casella Postale 20175

Via Eroi di Cefalonia

00128 Spinaceto - Rome

PERSONAL DATA PROCESSING CONSENT FORM

Pursuant to Articles 13 and 14 of EU Regulation 2016/679 (on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) the Interested Party (client/policy holder/signatory of the collective policy/insured party/jointly insured party/beneficiary/ their interested parties) is informed of the following.

PRELIMINARY REMARK

This notice is provided by the insurance company (data controller) also in the interest of the other data controllers within the framework of the so-called "insurance chain", pursuant to the decree of the Personal Data Protection Authority of 26 April 2007 (web document No). 2

1. IDENTITY AND CONTACT DATA OF THE DATA CONTROLLER

Inter Partner Assistance S.A. - General Agent for Italy, registered office in Rome, Via Carlo Pesenti No 121, VAT number 04673941003 – Tax I.D. 03420940151, Tel: +39 06/42118.1.

2. CONTACT DATA OF THE DATA PROTECTION OFFICER (DPO)

The Interested Party can contact the data protection officer (DPO) of the insurance company, the data controller, by writing to the following contacts:

- by post: Inter Partner Assistance S.A. – Rappresentanza Generale per l'Italia Via Carlo Pesenti n. 121 – 00156 Roma;
- per e-mail: privacy@axa-assistance.it.

3. CATEGORIES OF PERSONAL DATA THAT ARE THE SUBJECT OF THE PROCESSING

The following categories of personal data of the Interested Party are the subject of the processing only and exclusively for the purposes specified below:

- a. data identifying the Interested Party, such as for example: first name and surname, place and date of birth, place of residence and domicile, details of identity document, tax I.D.;
- b. sensitive data of the Interested Party strictly necessary for performing the signed agreement.

4. METHOD OF PROCESSING

The personal data are processed manually or with electronic, information-technology and computer instruments with logics strictly linked to the purposes and anyway in such a manner as to ensure the security and confidentiality of the data.

5. PURPOSES AND LEGAL BASIS OF THE PROCESSING

The processing of the personal data has the following purposes:

- a) purposes strictly connected and instrumental to the offer, finalisation and performance of the signed agreement (including any renewals) regarding both insurance and re-insurance and the connected and instrumental activities in which Inter Partner Assistance S.A. - General Agent for Italy is authorized to engage by current legal regulations (e.g. payment of premiums, handling and settling claims), spreading risk by coinsurance or re-assurance and the prevention, identification and/or prosecution of fraud, including insurance fraud and the relative legal action; compliance with legal obligations and regulations, Community regulations, requirements set by authorities empowered by law or by supervisory and control bodies.

For the purposes of letter a), data processing is deemed to be allowed inasmuch as it is necessary for performing the agreement to which the Interested Party is a party (in his or her own right or as the representative of a legal person or in order to perform pre-contractual steps relating to this agreement. Processing is also deemed to be allowed if the Interested Party has given his or her consent to the processing of personal data, including sensitive data, for the aforesaid purposes. Without the Interested Party's revocable consent to use the data, we will not be able to provide the Interested Party with the aforementioned services, insurance services and/or products.

6. RECIPIENTS/CATEGORIES OF RECIPIENT OF PERSONAL DATA

Recipients of the personal data of the Interested Party are above all employees and/or collaborators of the data controller, who are part of the internal organisation who process the gathered exclusively for the purposes of the respective tasks (e.g. Claims Department, Complaints Department, Back Office and Underwriting Department), in conformity to the instructions received from the data controller and on the data controller's authority.

Recipients of the personal data of the Interested Party fall into the following categories of third parties outside the organization of the data controller, to whom the personal data must be communicated. These parties act as independent data controllers unless they have been appointed as processing supervisors.

For the purposes of point 5 a), these parties are:

- a. Other parties in the insurance industry (so-called "insurance chain") such as insurers, coassurers and re-insurers, insurance brokers (and relative brokerage staff);
- b. professionals, consultants, studios or companies operating in the field of professional consultancy and assistance such as legal practices, trusted physicians, privacy consultants, money-laundering consultants, tax consultants, fraud consultants/companies, debt recovery professionals/companies, companies monitoring/controlling the quality of insurance proposals and placement of insurance agreements, etc;
- c. parties engaged in activities connected and instrumental to the performance of the signed agreement and the handling and settlement of the claim such as: storage, management, filing and destruction of documentation on dealings with clients and non-clients; transmission, envelope stuffing, transport and sorting of correspondence to clients; client assistance activities (e.g.: call centres, help desks); remote offering and placement of insurance policies (outside call centres); handling, settlement and payment of claims; back-office administration of policies and support for the management and collection of premiums;
- d. consortium association organisms of the insurance industry (e.g. ANIA) or financial sector with which the data controller or the insurance chain are registered;
- e. companies of the group to which the data controller or other data controllers of the insurance chain belong (holding companies, subsidiary and affiliated companies, also indirectly subsidiary and affiliated companies, in compliance with current legal provisions);
- f. other parties to which the data have to be communicated by law, such as for example: IVASS, Banca d'Italia - UIF (Financial Information Unit), Inland Revenue, the courts, the police.

Personal data will not be disseminated.

7. TRANSFERRING PERSONAL DATA TO RECIPIENTS LOCATED IN THIRD COUNTRIES

If it is necessary to transfer data, also sensitive data, to a place outside the European Unit, Inter Partner Assistance S.A. - General Agent for Italy, guarantees a level of data protection similar to that required by Italian and European data protection law and in line with the transfer regulations.

8. PERIOD OF STORAGE OF PERSONAL DATA

The personal data will be stored for the entire time necessary for the purposes indicated above and in compliance with current regulations. Some personal data will be stored also after the termination of the agreement, in particular for the purpose of settling disputes and current or future legal processes, maintaining records of our services and in all cases protecting rights in dealings with judicial authorities and in all judicial and extrajudicial cases. The personal data will be processed securely and confidentially and will be maintained accurate and updated for the period of use authorized here. At the end of the storage period, the personal data will be made anonymous or destroyed.

9. RIGHTS OF THE INTERESTED PARTY

The Interested Party is entitled to ask the data controller:

- a. access to;

- b. rectification of;
- c. erasure of;
- d. limitation to the processing of the personal data.

The Interested Party always has the following rights in relation to the data controller:

- e. right to oppose processing of personal data;
- f. right to data portability for data relating to the Interested Party. The “right to data portability” is the right to receive in a structured format of common use that is readable by an automatic device the personal data supplied to the data controller, and the right to transmit these data to another data controller without impediment by the data controller to whom the data have been supplied;
- g. right to revoke consent at any moment without prejudicing the legality of the processing based on the consent given prior to revocation.

The Interested Party has lastly the following right:

- h. right to complain to the Personal Data Protection Authority about infringements of personal data protection regulations. The complaint can be lodged with the Personal Data Protection Authority using the method that the Interested Party deems to be most appropriate, and be delivered by hand to the Personal Data Protection Authority (to the address indicated below) or be sent by
 1. registered letter with advice of delivery to: *Garante per la protezione dei dati personali - Piazza Venezia 11 - 00187 Roma*;
 2. to the email address: garante@gpdp.it, or certified email: protocollo@pec.gpdp.it;
 3. fax to the number: +39 06/696773785.

10. SOURCE FROM WHICH THE PERSONAL DATA ORIGINATED

The data controller obtains the personal data by collecting them directly from the Interested Party or from its (internal and external) insurance brokerage staff or outsourcers who come into contact with the Interested Party (who act as outside data processors).

11. INFORMATION ON AUTOMATED DECISION-MAKING PROCESSES AND PROFILING

The gathered personal data are not the object of automated decision-making processes and are not subject to profiling. Our cookie policy on cookies is set out on our website and provides information on the use of cookies. When first accessing the Data Controller's website, users will be asked to give their consent for the use of cookies as set out in the relevant policy which can be accessed via a link on the homepage.

12. DATA ON MINORS

Some information on minors may be gathered and used by the data controller in relation to the signing of the agreement or the provision of the service.