



# INSURANCE CONDITIONS TRIPY SCHENGEN

## 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 06/2023



**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

Sede legale Bruxelles – 7, Boulevard du Régent – Capitale sociale € 130.702.613 interamente versato – Gruppo AXA Partners

N. Iscrizione all'Albo Imprese di Assicurazioni e Riassicurazioni I.00014 – Autorizzazione Ministeriale n. 19662 del 19.10.1993

Registro delle Imprese di Roma RM – Numero REA 792129 – Part. I.V.A. 04673941003 – Cod. Fisc. 03420940151



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## GLOSSARY

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

**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.

**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.

**Policy Holder:** The physical person specified in the Policy form and resident in Italy, the Republic of San Marino and Vatican City, with Italian or foreign citizenship, or legal person with registered office in Italy, the Republic of San Marino or Vatican City, which signs the insurance Policy of which third parties are the beneficiaries and bears the relative charges.

**Domicile:** the Italian municipality specified in the Policy form, where the Insured is domiciled.

**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.

**Abroad:** all countries of the world, except Italy.

**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.

**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.

**Sudden illness:** the acute illness of which the Insured was not aware and which, in any case is not the result of a resurgence, albeit sudden, of a previous illness the Insured is aware of.

**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.

**Medicines:** are considered to be those listed in the Italian Register of Medicines. The following are not considered to be medicines: parapharmaceutical, homoeopathic, cosmetic and dietary products, galenic preparations, etc., even if prescribed by a doctor.

**Schengen Area:** The Schengen area comprises: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Iceland, Italy, Greece, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and any country joining the Treaty after the publication of the following conditions.

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

**Premium:** the amount owed by the Policyholder to the Insurance Company.

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

**Residence:** the place in the foreign country where the Insured has established his/her regular dwelling as indicated on the passport.

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

**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. General Representative for Italy - Via Carlo Pesenti 121-00156 Rome.

**Travel:** the trip to or stay in a Schengen Country.

## 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 charges

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

### 1.6 - Competent Court

The competent court shall be that of the domicile of the Insured/Policyholder in Italy.

### 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:

**Assicurazioni di Viaggio - Certificati**  
**Inter Partner Assistance S.A.**  
**Rappresentanza Generale per l'Italia**  
**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 - Operation and effective start date

The explicitly signed guarantees apply for:

- travel and stays for tourism, study or business purposes in the territory of the member states that fully apply the provisions of the Schengen Acquis;
- 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 00:00 hrs on the day of 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.
- for the period specified in the policy, up to a maximum of **365 days**;
- if the Policyholder is, in the case of a natural person, a person of legal age with legal capacity to act;
- if the premium has been paid.

The Company declines all responsibility for delays or impediments that may arise during the provision of services, if they are due to force majeure, caused by the intervention of the authorities of the country in which the assistance is provided, or due to events not attributable to the Company.

### 2.2 - Insurable Persons

All people with legal capacity who are resident abroad:

- during travel or stays in Italy or when transiting through Italy or in the territory of member states that fully apply the provisions of the Schengen Acquis, and for the relative period of the stay.

**For trips of up to 35 days, 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.**

**For trips lasting more than 35 days, persons who have not already turned 71 years of age on the date of commencement of the trip are eligible for cover. Nevertheless, persons who turn 71 during the term of the policy will continue to be covered until the policy expires.**

For Home Assistance benefits, persons who are resident abroad and temporarily residing in Italy are also considered to be insured. In this case, the cover will be provided at the place of temporary residence in Italy.

### **2.3- Overlapping cover**

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](http://www.tripy.net) ).

2.3.3 - 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.

### **2.4- Territorial extension**

The insurance is valid in Italy and in other countries of the Schengen Area: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Iceland, Greece, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and any country joining the Treaty after the publication of the following conditions.

### **2.4 - Limitations 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**

### **A. ASSISTANCE AND TRAVEL MEDICAL EXPENSES**

#### **A.1. - Purpose of the insurance:**

In the event of sudden illness or an injury while travelling, the Company, through its Operations Centre which is available 24 hours a day, organises and provides the following services:

The **maximum duration of the Policy** is as follows:

- Italy and countries in the Schengen Area: **365 days**

TRAVEL ASSISTANCE IN ITALY AND SCHENGEN COUNTRIES	
<b>GUARANTEES</b>	
<i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	
<p><b>a) MEDICAL CONSULTATION BY TELEPHONE.</b> The Operations Centre is available to the Insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling.</p> <p><b>b) PROVIDE THE NAME OF A SPECIALIST DOCTOR.</b> If the need for the Insured to undergo a specialist visit is established during the medical consultation by telephone, the Operations Centre will provide the contact details of the specialist physician closest to the location of the Insured.</p> <p><b>c) TRANSFER – PATIENT REPATRIATION.</b> If the medical service of the Operations Centre recommends that the transfer of the patient, following a clinical analysis and in agreement with the attending physician on site, the Operations Centre will organise:</p> <ul style="list-style-type: none"> <li>• transfer of the patient to the nearest suitable medical facility;</li> <li>• transfer from the medical facility to the Insured Person's domicile;</li> <li>• medical repatriation to the Insured's country of residence, if their conditions allow for or require it;</li> </ul> <p>with the necessary assistance during transport with medical or paramedical personnel.</p> <p>Patient transfer/repatriation will be provided using the means deemed most suitable by the Operations Centre, with all expenses borne by the Company. These may include:</p> <ul style="list-style-type: none"> <li>a) airline, possibly stretchered;</li> <li>b) first-class train and, if necessary, sleeper;</li> <li>c) ambulance, unlimited mileage;</li> <li>d) other means of transport.</li> </ul> <p>Excluded from the service are:</p> <ul style="list-style-type: none"> <li>• illnesses or injuries which, in the opinion of the medical service of the Operations Centre, can be treated on site or at least do not prevent the continuation of the travel;</li> <li>• infectious diseases if transportation implies violation of national or international health regulations;</li> <li>• All cases where the Insured or his family have voluntarily signed the waiver against the advice of the doctors with whom he/they was/were hospitalised;</li> </ul> <p>The Company shall have the right to request any unused travel ticket for the return of the Insured</p> <p><b>d) RETURN OF REMAINS</b> In the event of death of the Insured the Operations Centre will organize and carry out the return of the remains up to the burial site in the country of residence or domicile. Transport of the remains to the Insured's country of residence up to the city with the international airport closest to the burial site. The Company will bear the costs of:</p> <ul style="list-style-type: none"> <li>• the transport of the remains;</li> <li>• if requested by the family, cremation in the country of death.</li> </ul> <p>Funeral and interment costs are not included.</p>	
MEDICAL EXPENSES IN ITALY AND SCHENGEN COUNTRIES <i>The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.</i>	Limit
	Italy and countries in the Schengen Area
	<i>The Policy Limits are in Euro</i>
<b>BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand</b>	
<p>If the Insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed and requires hospitalisation with at least one overnight stay during the coverage period, the Company shall bear the costs with direct payments in-situ made by the Operations Centre.</p> <p>Coverage continues until the date of discharge or until such time as the insured shall be deemed, in the opinion of the Company's medical doctors, in condition to be repatriated.</p> <p>Where the Company cannot make direct payment, the expenses will be reimbursed provided they have been authorised in advance by the Operational Centre which, in this case, was contacted during the period of hospitalisation. <u>No refund will be made without prior contact with the Operations Centre helpline.</u></p>	<b>€ 30,000</b>
<b>REIMBURSEMENT - Even without prior authorisation from the Operations Centre, within the indicated sub-limits, upon the presentation of appropriate both clinical and tax documentation</b>	
<b>a)</b> The Company will reimburse the cost of transport from the scene of the event to the medical centre emergency room or place of first admission.	<b>€ 2,500</b>
<b>b) Dental care:</b> The Company will reimburse the expenses for urgent dental care.	<b>€ 150</b>

## A.2 - Provisions and limitations

**a) The Insured releases the doctors who examined him/her and the people involved by the policy conditions from professional confidentiality, exclusively for the events covered by this insurance and exclusively to the Company.**

**b) For amounts greater than €1,000.00, the Company shall reimburse medical expenses incurred only if the Insured Person pays them by bank transfer or credit.**  
Additionally:

### A.2.1-TRAVEL ASSISTANCE

a) The assistance services are supplied per event, regardless of the number of policyholders involved, within the limits and any sub limits of the insured capital; the provision of assistance, in accordance with the specific operating conditions, are carried out in consideration of the state of health and the state of necessity, using the means and facilities that the Company believes, in its sole discretion, more appropriate for the purpose;

c) the Company may not be held responsible for:

- delays or impediments in the services agreed resulting from Acts of God, to the provisions of the local authorities or contrary to rules and regulations applicable at the place of payment of benefits;
  - errors arising from inexact communications received by the Insured or on his/her behalf;
- d) the Company is not required to pay a compensation to replace the guarantees of assistance due.

### B. COVER STAY AND BACK HOME PACKAGE (OPTIONAL)

**THIS OPTIONAL COVER IS VALID AND OPERATIONAL ONLY IF THEY ARE SPECIFIED ON THE INSURANCE CERTIFICATE AND THE PREMIUM HAS BEEN PAID.**

**FOR THIS COVER, THE EXCLUSIONS AND TERMS AND CONDITIONS UNDER THE TRAVEL ASSISTANCE POLICY SECTION APPLY, WHERE RELEVANT.**

#### **B.1 BACK HOME**

Should the Insured be unable to continue the trip according to the original itinerary due to:

- bankruptcy or insolvency of the travel services by the trip organiser;
- natural disasters (tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances);
- epidemic or pandemic (declared by any government entity), of such a severity and virulence with a high mortality or that require restrictive measures to reduce the risk of transmission to the civilian;
- acts of terrorism in general, including the use of any type of nuclear or chemical bomb;

The Operations Centre organises:

- the continuation of the Insured Person's stay in a new hotel; or
- transfer of the insured to his/her home in Italy.

**Limit: € 1,500.00 per claim and € 5,000.00 per policy**

#### **B.2 COVER STAY**

If the Insured Party is in a public health lockdown imposed by the authorities for reasons of safety:

1. at the moment of the Insured Party's arrival at the airport of the destination or transit country;
2. during the trip for the purpose of conducting medical examinations;
3. or in the event of quarantine being declared with enforced stay in the location;

the Company will cover any additional essential costs for food and hotel accommodation incurred by the Insured for the time they are forced to stay at the location and for travel tickets for the return journey; in the case of medical confinement involving a minor, this cover is understood to be for the benefit of a single insured travelling companion, even if they are not detained.

If, however, the medical confinement concerns an adult, any accompanying member who is not detained is excluded from this coverage.

**Limit: € 2,500.00 per Insured and € 25,000.00 per policy.**

If the medical confinement concerns a minor, who is not accompanied by an adult, this cover is intended for an accompanying adult, even if not insured, with a sub-limit of €1,000.00.

The Company reserves the right to ask the Insured Party for any refunds obtained from providers of the tourist services and/or carriers.

## **4. WHAT IS NOT COVERED**

### **4.1- Exclusions common to all sections**

Excluded from the terms of this insurance are all the services for which the insured has not sought prior approval from the Operations Centre helpline.

The following are also excluded from any compensation, services, consequences and / or event arising 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 is not operating for the travel assistance and medical expenses guarantees during travel;
- 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) air, water, soil, subsoil contamination, or any other environmental damage;
- e) expenses for the search and rescue of the Insured from the sea, lakes, mountains or desert;
- f) wilful or gross misconduct of the insured;
- g) 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- Specific exclusions in the Assistance and Travel Medical Expenses sections and, if activated, the Cover Stay/ Back Home Package (in addition to the common exclusions)**

The Company takes no responsibility for events and/or expenses resulting from:

- a) the direct organisation, or in any case without the prior permission of the Operations Centre, of all services provided;
- b) a trip against medical advice or in any case with acute illness, or for the purpose of undergoing medical/surgical treatment;
- c) mental illness, schizophrenia, bipolar disorders, psychosis, major depression in the acute stage.
- d) 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 both cases, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport/repatriation;
- e) a travel made to an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority;
- f) illnesses arising from pregnancy complications beyond the 26<sup>th</sup> week and childbirth;
- g) natural delivery, caesarian section or voluntary termination of pregnancy. Coverage does not extend to the newborn if birth takes place during the policy coverage period, even in the event of premature birth.
- h) injuries and illness arising and resulting from the abuse of alcohol and the non-therapeutic use of psychoactive or narcotics drugs;
- i) drug addiction, HIV or AIDS, mental diseases, organic, brain syndromes, schizophrenia, manic-depressive disorders, paranoid disorders, psychic disorders including neurotic behaviours;
- j) rehabilitation treatments;
- k) purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc...);
- l) purchase and repair of glasses, contact lenses;
- m) nursing, physiotherapy, slimming or spa services for the removal of physical defects of an aesthetic nature, or of congenital malformations;
- n) check-ups upon returning to the place of domicile, resulting from illnesses that began during the trip;
- o) explants and/or organ transplants;
- p) participation in sports competitions and related trials, unless recreational in nature;
- q) practising sports involving aircraft and aerial sports in general, extreme sports, boxing, martial arts, weightlifting, wrestling in its various forms, mountaineering with climbing of a difficulty greater than grade 3 on the UIAA scale, free climbing, skeleton, high-speed skiing, extreme skiing, American football, rugby hockey, descending rapids using any means, solo regattas or crossings on the high seas, bungee jumping, ski or water ski jumping, acrobatic skiing, scuba diving, spelunking, bob-sleighting on a designated track, kite surfing, snowkiting;
- r) reckless acts and any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- s) suicide or attempted suicide.

Incidents occurring during the performance of the following activities are excluded:

- t) activities involving the direct use of explosives or firearms;
- v) resulting from hunting activities;
- w) all the activities involving the use of mines, weapons and/or dangerous substances, explosives, access to mines, quarries and excavation and/or mining activities on land and sea;
- (x) working as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- y) skydiving and downhill skiing.

#### 4.3 - Specific exclusions applicable to the Cover Stay Section

The company does not pay the compensation in the following cases:

- A) wilful or gross misconduct of the insured;
- b) trips to countries in which it was known that a public health lockdown was in place
- c) if the destination is to be or is declared to be under quarantine. This exclusion does not apply if the Insured Party or a travel companion contracts an illness for quarantine has been declared;
- D) costs not covered by the policy;
- e) losses following insured party's rejection of trip organizer's offer to continue/reroute the interrupted journey.

## 5. WHAT TO DO IN THE EVENT OF A CLAIM

### IN CASE OF CALL FOR SERVICE

The Insured, or someone acting on his behalf, must immediately contact the Operations Centre, providing personal data of the Insured, the policy number and the type of intervention required, indicating, in addition, for:

• **Assistance and Travel Medical Expenses** following hospitalisation

- temporary telephone number;
- Hospital data (Name and telephone number, ward where admitted, name of the doctor who took care of the patient);
- address of any relatives / companions travelling with the Insured.

### IN CASE OF A REFUND REQUEST

For each refund request, the Insured or the person acting on his behalf, must report the accident to the Company within 30 days after his return providing the Company, regardless of the way in which the complaint was made (i.e. in writing or via the Internet on the site [www.tripy.net](http://www.tripy.net) the set of documents relevant to the management of the claim, except as provided in the Art. "Documentation" of the "General Insurance Rules" of the General Insurance Conditions, 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;
- 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.

He will also provide:

• **Refund of medical expenses:**

- medical records written on site (medical records, minutes of first aid, medical certificate stating the diagnosis) and related original receipts of incurred medical expenses.

• **Cover stay**

- place, date and time of the event and the circumstances and the causes that have determined it;
- documentation certifying the public health lockdown imposed by the authority;
- contract for the trip;
- any rerouted trip document with proof of additional cost incurred or new ticket issued;
- airport taxes refund document or alternatively declaration by carrier that flight did not take place;
- bills proving expenses of enforced stopover (hotel costs, food and drink);
- documentation certifying refunds granted by providers of services.

All documents relating to expenses (bills, tickets, etc) must be made out to the Insured Party.

### IMPORTANT REFERENCES

#### IN CASE OF NECESSITY - OPERATIONS CENTRE 24/7

Ph. + 39 06 42115820

#### REFUND REQUESTS

**The events must be reported as follows:**

- via website at [www.tripy.net](http://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](mailto: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 Rome*;
  2. to the email address: [garante@gpdp.it](mailto:garante@gpdp.it), or certified email: [protocollo@pec.gpdp.it](mailto: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.