Non-life insurance

DIP - Pre-contractual Information Document relating to the insurance product Company: Europ Assistance Italia S.p.A. Policy n. 37653Q "Insurance for residents in Italy, or non-residents but temporarily domiciled in Italy".



The complete pre-contractual and contractual information relating to the product is provided in other documents.

#### What kind of insurance is it?

This Policy provides assistance for citizens resident in Italy or non-resident foreigners but temporarily domiciled in Italy, with a regular entry permit and/or residence permit, members of Welcome Association Italy. The service is provided through the Europ Assistance Organizational Structure, available 24 hours a day, up to three times for each guarantee throughout the duration of the Policy.

#### What is insured?

- ✓ Assistance, provided following an accident or illness, for:
- medical consultation;
- doctor or ambulance sent directly to your house, in Italy, in case of urgency;

transfer and return from a hospital in Italy;

- access to health network;
- reccomandation of a specialist doctor in Italy;
- home delivery of medical results, in Italy;
- trip of a family member and interpreter available in Italy;
- -cardiological, gynecological, geriatric and pediatric consultancy;
  - search and reservation of specialist visits in Italy;
  - international second opinion.
- ✓ House Adaptation, provides the reimbursement of expenses incurred up to a maximum of Euro 2,500.00 for adaptation work of one's house following an illness and/or accident with a consequent state of permanent disability of 70%.



#### Are there coverage limits?

! Age limits:

You cannot be insured if you are 75 years of age or older.

Terms of absense:

- for accidents, starting at midnight on the day on which the insurance becomes effective;
- for illnesses, from the 30th day following that in which the insurance becomes effective:
- for consequences of latent pathological conditions, arising before the policy was signed, not yet expressed and unknown to you, from the 180th day following that in which the insurance becomes effective;
- for childbirth and puerperium diseases, from the 300th day after the day on which the insurance becomes effective.



# What is not insured?

x The following are excluded:

- accidents, illnesses, malformations, physical defects and pathological conditions diagnosed prior to the stipulation of the contract concealed by Europ Assistance with intent or gross negligence;
- participation of the Insured Party in malicious crimes;
- pathological conditions related to HIV infection;
- mental illnesses and mental disorders in general, including neurotic behavior:
- accidents and illnesses due to alcohol abuse, the use of hallucinogens and the non-therapeutic use of psychotropic drugs and narcotics;
- non-therapeutic voluntary abortion;
- accidents resulting from criminal actions committed by the Insured Party; including those suffered as a result of imprudence or even negligence of the Insured Party themselves;
- accidents resulting from air sports and from participation in motor races, related tests and training, except in the case of regulated races;
- accidents deriving or attributable to activities involving the use of firearms:
- dental care, dental prostheses and periodontopathies not resulting from injury;
- applications of an aesthetic nature (except for plastic or stomatological reconstructive surgery made necessary by injury or illness);
- consequences of wars and insurrections, earthquakes, volcanic eruptions and floods:
- active participation of the Insured Party in acts of war, declared or unreported, civil war, acts of terrorism, revolution, popular turmoil or any military operation; the coverage is also excluded if the Insured has not taken an active part in acts of war, declared or unreported or of civil war and the loss of self-sufficiency occurs after 14 days from the beginning of hostilities if the Insured Party is already in territory of occurrence; the existence of a war and similar situation in a country at the time of the Insured Party's arrival implies the exclusion from the insurance coverage;
- consequences of transformation or energetic adjustments of the atom, natural or provoked, and accelerations of atomic particles (fission and nuclear fusion, radioactive isotopes, accelerating machines, X-rays, etc.);
- purchase, maintenance and repair of prosthetic and therapeutic devices;
- stays in thermal establishments, in specialized nursing homes for nervous and tubercular diseases, in convalescence homes, rest homes (even if they are qualified as health institutes);
- negligence, imprudence and inexperience in following medical advice: this means that the service is not provided if it is proven that the Insured Party, on their own will has not consulted doctors, or has not followed the indications of the same in order to improve the own state of health;
- flight accident, if the Insured Party travels on board an aircraft that is not authorized to fly or with a pilot who does not have a suitable licence; in any case the loss of self-sufficiency caused by a flight accident is excluded if the Insured Party travels as a member of the crew;
- everything that is not expressly indicated in the individual services.





#### What obbligations do I have?

When you sign the contract: you have the obligation to make true and complete accurate statements. Declarations that are not true, inaccurate or not communicated may result in the total or partial loss of the right to a compensation, as well as the same termination of the insurance pursuant to articles 1892, 1893, 1894 C.C.

In the course of the contract: you have the obligation to communicate any changes that involve an ingravescence of the risk. Failure to do so may result in the total or partial loss of the right to a compensation, as well as the termination of the insurance pursuant to Art. 1898 C.C. In case of an accident: you have the obligation to communicate, in writing to Europ Assistance Italia S.p.A., the existence of other insurance companies that you have underwritten with the same characteristics as this (Article 1910 of the Italian Civil Code) and to comply with the



# When and how do I pay?

terms for the notification of the claim.

The contract provides, for each year, the payment of an advance annual premium of  $\in$  15,000.00 to be paid to Europ Assistance and as a minimum guaranteed annual premium, the amount  $\in$  30,000.00.

The premium must be paid by check or bank draft, bank transfer and other electronic payment systems or with cash within the limits established by law (€ 750.00). The premium is inclusive of taxes.

Payment of the insurance premium valid for the Insured Party is made by paying the membership fee to the Contracting Party Welcome Association Italy.



#### Where is the coverage vaild?

The Assistance guarantee is valid in Italy, including the Republic of San Marino and the Vatican City, and in the countries participating in the Schengen Agreement.



#### When does the coverage start and when does it finish?

The insurance for each insured individual becomes effective from midnight on the day the membership fee is paid. The duration of the insurance in respect of each individual Insured will be of 365 days from the effective date (the implicit renewal is not envisaged).



# How can I cancel the Insurance Policy?

In general, to cancel the policy, the Contracting Party must send a written communication, by registered letter or e-mail with acknowledgment of receipt to the Company. Specifically, the Contracting Party may withdraw from the contract at the end of each year of its duration, sending the cancellation at least 60 days before the respective deadline.

#### Non-life Insurance

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

Company: Europ Assistance Italia S.p.A. Product: "Insurance for residents in Italy, or non-residents but temporarily living in Italy"



This document contains additional and complementary information with respect to that contained in the pre-contractual information document for non-life insurance products (non-lifr DIP), to help the potential Contracting Party / Insured Party to understand, with more detail, the characteristics of the product, the contractual obligations and the financial position of the business.

The Contracting Party/Insured Party must review the insurance conditions before signing the contract.

Europ Assistance Italia S.p.A., Piazza Trento, n.8 - 20135 Milan - tel. 02.58.38.41 - www.europassistance.it - e-mail: servizio.clienti@europassistance.it - pec: EuropAssistanceItaliaSpA@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 direction and coordination of Assicurazioni Generali S.p.A.

Its net assets amount to  $\[ \in \]$  71,401,755 of which the part relating to the share capital amounts to  $\[ \in \]$  12,000,000 and the part relating to the total equity reserves amounts to  $\[ \in \]$  40,068,456.

The solvency ratio, referring to the non-life business, is 144%, this index represents the ratio between the amount of the available solvency margin equal to Euro 84,198,000 and the amount of the solvency margin required by the current legislation equal to Euro 58.653 .000.

The above data relate to the last approved financial statements and refer to the balance sheet at 31/12/2017. Subsequent updates regarding the company's financial position will be available on the website <a href="https://www.europassistance.it/azienda/bilancio">https://www.europassistance.it/azienda/bilancio</a>

The contract is governed by Italian law.



#### What is insured?

There is no additional information other than that provided in the non-life DIP.



# What is NOT insured?

There is no additional information other than that provided in the non-life DIP.

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#### Are there limits in coverage?

Asisstance

Individuals suffering from alcoholism, drug addiction or HIV infection cannot be insured, nor people aged 75 or over.



# Where is the coverage valid?

Assistance

There is no additional information other than that provided in the non-life DIP.



# What obbligations do I have? What obbligations does the company have?

Accident	Assisstance
claim:	In the event of an accident, you must immediately contact the
	Organizational Structure, except in the case of objective and proven
	impossibility.
	In the event of provision of Assistance services, the Europ Assistance
	Organizational Structure is available 24 hours a day to intervene or
	indicate the most suitable procedures to resolve any type of problem,
	in addition to authorizing any expenses. IMPORTANT: do not take any
	initiative without first having contacted the Organizational Structure by
	telephone:
	800.04.64.21 - +39 02.58.28.69.66
	The following information must be communicated:
	- Type of intervention required
	- Name and surname
	- Card number
	- Current Address
	- Phone number
	If it is impossible to contact the Organizational Structure by telephone,
	you can send: a fax to 02.58477201 or a telegram to EUROP
	ASSISTANCE ITALIA S.p.A Piazza Trento, 8 - 20135 MILAN

Inexact or reticent statements	There is no additional information other than that provided in the non-life DIP.
Company obligations	Assisstance No compensation is expected as the assistance services are provided directly by the Europ Assistance Organizational Structure.

# How much and when do I have to pay?

Premium	There is no additional information other than that provided in the non-life DIP.
Reimbursement	There is no additional information other than that provided in the non-life DIP.



When does the	coverage begin and when does it finish?
Duration	There is no additional information other than that provided in the non-life DIP.
Cancellation	There is no additional information other than that provided in the non-life DIP.



# How can I cancel the Insurance Policy?

Reconsideration after stipulation	The right of the Contracting Party to withdraw from the contact within a specified period from the stipulation is not foreseen.
Dissolution	There is no additional information other than that provided in the non-life DIP.



# Who is this product for?

The product is suitable for citizens resident in Italy or non-resident foreigners but temporarily living in Italy, members of Welcome Association Italy.





Which costs do I have to sustain?
brokerage costs: the portion received on average by the intermediary s is equal to 20.00%.

HOW CAN I SUBMIT (	COMPLAINTS AND RESOLVE DISPUTES?
To the insurance company	You can forward any complaints regarding the contractual relationship or the management of claims by writing to Europ Assistance Italia S.p.A c.a. Complaints Office by:  - Post: Piazza Trento, 8 - 20135 Milan;  - Fax: 02.58.47.71.28  - Pec: reclami@pec.europassistance.it  - E-mail: ufficio.reclami@europassistance.it.  Europ Assistance Italia S.p.A. will respond to your complaint within 45 days of receipt as required by law.
To IVASS	If you are not satisfied with the outcome of the complaint or if you have not received a reply from Europ Assistance Italia S.p.A. within a maximum of forty-five days, you can contact IVASS (Institute for Insurance Supervision) - Consumer Protection Service - via del Quirinale, 21 - 00187 Roma, fax 06 / 42.13.32.06, pec: <a href="ivass@pec.ivass.it">ivass@pec.ivass.it</a> attaching to your request the documentation relating to the complaint processed by Europ Assistance. in the complaint you must indicate:  - name, surname and domicile of the complainant, with possible telephone number; - identification of person or people subject of the complaint; - brief and complete description of the reason for the complaint; - copy of the claim presented to the insurance company and of any reply provided by the same; - any document useful for describing the relative circumstances more fully.  You can find the complaint submission form on the IVASS website at www.ivass.it.
Before involving the j provided for by law or	
Mediation	Contacting a Mediation Organization among those on the list of the Ministry of Justice, available on the website www.giustizia.it (Law 9/8/2013, n. 98).
Assissted negotiation	Upon request of your lawyer to Europ Assistance Italia S.p.A.
Other alternative dispute resolution systems	Insurance disputes on the determination and estimation of damages in the context of policies against the risk of damage (where envisaged by the Insurance Conditions). In the event of a dispute concerning the determination and estimation of damages, it is necessary to resort to the contractual expertise where required by the policy conditions for the resolution of this type of dispute. The request for activation of the contract or arbitration report must be addressed to: Claims Settlement Office - Piazza Trento, 8 - 20135 Milan, by registered letter with return receipt. or pec at <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a> . If there are disputes in the context of policies against the risk of damage in which the contract appraisal has already been carried out or are not relevant to the determination and estimation of damages, the law provides for mandatory mediation, which is a condition of admissibility, with the right to use preventive negotiation in advance.  Insurance disputes on medical matters (where required by the Insurance Conditions).  In the event of disputes relating to medical matters relating to accident or illness policies, it is necessary to resort to arbitration where envisaged by the policy conditions for the resolution of this type of dispute. The request for activation of the contract or arbitration report must be addressed to: Claims Settlement Office - Piazza Trento, 8 - 20135 Milan, by registered letter with return receipt. or pec at <a href="mailto:sinistri@pec.europassistance.it">sinistri@pec.europassistance.it</a> . If there are disputes in the context of policies against accidents or illnesses in which the arbitration has already been carried out or are not related to medical issues, the law provides for the mandatory mediation, which is a condition of admissibility, with the right to resort to assisted negotiation in advance.
	The right to appeal to the Judicial Authority remains unaffected.  To resolve cross-border disputes, you can file a complaint with IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the website <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a> ).



FOR THIS AGREEMENT THE COMPANY HAS AN INTERNET AREA RESERVED TO THE CONTRACTING PARTY (c.d. HOME INSURANCE), THEREFORE AFTER THE SUBSCRIPTION YOU WILL BE ABLE TO CONSULT THIS AREA AND USE IT TO DIGITALLY MANAGE YOUR PERSONAL DATA PRESENT IN THE CONTRACT.

#### REPORT ON THE HYPOTHESIS OF DISTANCE SALE OF THE INSURANCE CONTRACT

This proposed insurance contract is defined in accordance with Legislative Decree 206/05 distance contract or "contract that is concluded between the professional [Europ Assistance Italia SpA] and the consumer within the framework of an organized sales scheme or provision of remote services without the physical and simultaneous presence of the professional and the consumer, through the exclusive use of one or more remote means of communication until the conclusion of the contract, including the conclusion of the contract itself".

We inform you that: the Consumer is any natural person who acts for purposes that are not part of his business or professional activity and that by remote communication technique means "any technique of contact with customers who, without physical and simultaneous presence of the distributor and the contractor, can be used for the remote placement of insurance and reinsurance contracts"

Europ Assistance Italia S.p.A. is a company authorized to carry out insurance activities with the Ministerial Decree 2 June 1993 (G.U. of 1 July 1993 n. 152) with registered office in Italy, Piazza Trento, 8, 20135 - Milan.

The proposed insurance contract is briefly described in the damage DIP, in the additional damage DIP and in a complete manner in the insurance conditions: if these conditions correspond to what you expected, the premium to be paid for the conclusion of the contract is that provided for in the preventive attachment.

The Contractor has the right to choose to receive and transmit the pre-contractual documentation and the documentation required by current legislation on paper, e-mail or at the address of the website indicated by electronic communication and to be able to modify his choice later.

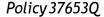
The Contractor will have the right to request in any case and without charge the postponement of the aforementioned documentation on paper.

Europ Assistance will request the Contractor to sign and re-transmit, for documentary purposes only, a copy of the contract.

We would like to remind you that the Consumer can exercise the right of withdrawal within 14 days from the date of conclusion of the contract, without prejudice to the right of Europ Assistance Italia S.p.A. to withhold the premium rate corresponding to the period in which the contract took effect.

According to the art. 67-duodecies paragraph 5b, the withdrawal does not apply to insurance policies with a duration of less than one month.

The right of withdrawal can be asserted by sending a registered letter with return receipt to: Europ Assistance Italia S.p.A. - Customer Service - Piazza Trento, 8 - 20135 Milan. Any complaints may also be forwarded to the above addresses





# CONDITIONS OF INSURANCEC Mod. 19009 OPTION B

# WHAT ARE PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA SpA

Report on information processing for insurance purposes

(pursuant to articles 13 and 14 of the European Regulation on the protection of Personal Data)

**Personal Data** are information that pertain to a person, allowing them to be recognized among other people. Personal Data are, for example, name and surname of an individual, Identity card or Passport number, information regarding health or injury, information regarding criminal offences or convictions.

There are regulations [1] that protect Personal Data from incorrect use. Europe Assistance Italia respects these regulations and, for this reason, wishes to inform you on the use of your Personal Data [2].

If what is described in this document is not sufficient or you desire to assert to your rights provided by law, you can write to the **Data Protection Manager** at Europ Assistance Italia – Data Protection Office - Piazza Trento 8 - 20135 Milan or via E-mail at <a href="mailto:UfficioProtezioneDati@europassistance.it">UfficioProtezioneDati@europassistance.it</a>

# Why Europ Assistance Italia uses your Personal Data and what happens if you do not provide or do not authorize their use

Europ Assistance Italia uses your Personal Data and, if necessary, data relating to your state of health or criminal record, for the following insurance purposes:

- Conduct the activity that is expected by the insurance policy, that is, to provide the SERVICES and GUARANTEES; carry out insurance activity, in other words, <u>for example</u>, to propose and manage the insurance policy, collect premiums, assure oneself, conduct control activities and statistics: your Prevalent Data, which could also be related to your position if the SERVICES and GUARANTEES include geolocation, is processed for contractual fulfillment; to treat, wherever necessary, your Data concerning state of health or criminal charges, you must provide your consent;
- Conduct insurance activity, identify and prevent fraud, take legal actions and notify the Authorities about possible felonies, recover credits, carry out infra-group communications, safeguard buildings and information technology tools: your Data, including Data related to state of health or related to criminal charges for which you have given your consent, is treated for the legitimate interest of the company and the legitimate interest of third parties;
- Conduct activity which is required by law, <u>for example</u>, the conservation of insurance policy and claim documents; answer requests made by the Authorities, <u>such as</u> the Carabinieri, IVASS: your Data, including data related to state of health or related to criminal charges, are treated by law or regulations.

If you do not provide your personal Data and/or do not agree for its use, Europ Assistance Italia will not be able to conduct the activity for insurance purposes and therefore will not be able to provide GUARANTEES and SERVICE.

### How Europ Assistance Italia uses your Personal Data and who we communicate it to

Europ Assistance Italia, with its employees, collaborators and external personnel/corporations<sup>[3]</sup>, uses your Personal Data, given to us by you or other individuals (for example, an insurance policy contracting party, a relative, a doctor, a traveling companion or a supplier) by means of computer, app or paper.

For insurance purposes, Europ Assistance Italia may communicate your Personal Data, if necessary, to private and public entities operating in the insurance sector and other entities that preform technical, organizational and operational tasks [4].

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

<sup>[2]</sup> Europ Assistance Italia operates as Data Controller in accordance with the Privacy Regulation

<sup>[3]</sup> These subjects, in accordance with the Privacy Regulation, are designated as Managers and / or persons authorized to process data, or operate as independent or joint Data Controllers, and perform technical, organizational and operational tasks. They are for example: agents, subagents and other agency collaborators, producers, insurance brokers, banks, SIM and other acquisition channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and trustees, technical consultants, roadside assistance, experts, car repair shops, vehicle demolition centers, health facilities, claims settlement companies and other service providers, Group companies Generali and other companies that perform services of contract and performance management, IT, telematic, financial, administrative, filing, correspondence management, auditing and financial statement services, as well as companies specialized in market research and surveys on quality of services.

<sup>[4]</sup> To the Policyholder, other branches of Europ Assistance, Companies of the Generali Group and other subjects <u>such as</u> insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, rescuers, demolishers, health facilities, companies that manage accidents, other companies that provide IT, online, financial, administrative, archiving, mailing and profiling services and that measure customer satisfaction.



Europ Assistance Italia, based on the activity it has to conduct, may use your Personal Data in Italy and abroad and may also communicate your Personal Data to entities based in countries outside the European Union which may not guarantee a level of adequate protection according to the European Commission. In these cases, the transfer of your Personal Data to entities outside the European Union will be conducted with appropriate and adequate guarantees based on applicable law. You have the right to obtain information and, if appropriate, a copy of the guarantees adopted to transfer your Personal Data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not allow your Personal Data to be accessible to the public.

# How long will Europ Assistance Italia maintain your Personal Data

Europ Assistance Italia maintains your Personal Data for as long as necessary to manage the aforementioned purposes according to the provisions by law or, if missing, based on the duration indicated below:

- Personal Data contained within insurance contracts, insurance negotiations and co-insurance contracts, claim and dispute files are kept for 10 years from the last registration pursuant to the provisions of the Civil Code or for a further 5 years pursuant to the regulatory insurance provisions.
- Prevalent Personal Data collected on any occasion (for example stipulation of an insurance policy, request for an estimate ...) accompanied by consent/refusal for commercial promotions and profiling are kept without expiration, as well as evidence of relative modifications you have made over time with consent/refusal. It is your right to oppose to such processing at any time and to request the cancellation of your Data where there are no contractual conditions or regulations that provide for the necessary conservation.
- Personal Data which have been collected following the implementation of the rights of the interested parties are kept for 10 years from the last registration pursuant to the provisions of the Civil Code.
- Personal Data of individuals who have defrauded or attempted to defraud are kept even after the 10-year limit

In general, for all matters not expressly specified, the ten-year conservation limit set forth in Article 2220 of the Civil Code or other specific limit envisaged by the legislation in force is applied.

# What are your rights to safeguard your Personal Data

In relation to processing your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition which may be enforced following the modality described in the following paragraph "What can you do to enforce your rights to safeguard your Personal Data". You have the right to file a complaint to the Guarantor for the Protection of Personal Data and you may find further information on the website <a href="https://www.garanteprivacv.it">www.garanteprivacv.it</a>.

#### What can you do to enforce your rights to safeguard your Personal Data

- To find out what Personal Data have been used by Europ Assistance Italia (right of access);
- To request to rectify (update, modify) or, if possible, cancel, limit and enforce the right of portability to your Personal Data which have been processed by Europ Assistance Italia;
- To object to the processing of your Personal Data based on the legitimate interest of the holder or a third party unless the holder or third party demonstrates the prevalence of such legitimate interests with respect to yours or such processing is necessary for the verification, enforcement or defense of a right in court; to object to the processing of your Personal Data for direct marketing purposes you can write to:

Data Protection Office - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan, E-mail: UfficioProtezioneDati@europassistance.it

# Changes and updates to the document

Also, in consideration to future changes that may affect the applicable privacy legislation, Europ Assistance Italia may integrate and/or update, in whole or in part, this Document. It is understood that any changes, additions or updates will be communicated in accordance with the current legislation also through publication on the website <a href="https://www.europassistance.it">www.europassistance.it</a> where you can also find further information on policies regarding the protection of Personal Data adopted by Europ Assistance Italia.



#### **GENERAL DELINEATIONS**

**Insured Party:** the subject whose interest is protected by the Insurance.

**Contracting Party: WELCOME ASSOCIATION ITALY** with offices in Rome, Viale dell'University, 25-Tax Code 97915800581 which signs the Policy on behalf of others.

**Europ Assistance:** the insurance company, that is Europ Assistance Italia S.p.A. - Registered office, Management and Offices: Piazza Trento, 8 - 20135 Milan - Certified e-mail address (PEC): <a href="EuropAssistanceItaliaSpA@pec.europassistance.it">EuropAssistanceItaliaSpA@pec.europassistance.it</a> - Company authorized to conduct insurance policies, according to the Ministry of Industry of Trade and of the Craftsmanship decree N. 19569 of June 2nd, 1993 (Official Gazette of July 1st, 1993 No. 152) - Registered in Section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Gruppo Generali, registered in the Insurance Groups Register

- Company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Guarantee:** the insurance policy, different from the assistance insurance policy, for which, in the event of a claim, Europ Assistance will proceed with the compensation.

Maximum coverage/sum ensured: the maximum cash outlay provided by Europ Assistance in the event of a claim.

**Insurance Policy:** the contractual document which proves the insurance contract, and which disciplines the relationship between Europ Assistance, the Contracting Party and the Insured Party.

**Service:** assistance to be supplied in kind, in other words, help that is provided to the Insured Party, in the moment of need, by Europ Assistance through its Organizational Structure.

Claim: the occurrence of a detrimental event for which the insurance guarantee is provided.

**Organizational Structure:** the structure of Europ Assistance Italia S.p.A. - Piazza Trento, 8 - 20135 Milan, consisting of managers, staff (doctors, technicians, operators), equipment and aids (centralized and otherwise) operating 24 hours a day every day of the year or within the various limits set by the contract, which provides telephone contact with the Insured Party, organization and supply of Assistance services expected by the Policy.

#### SPECIFIC REGULATIONS WHICH GOVERN THE INSURANCE IN GENERAL

#### **Art. 1. OTHER INSURANCE COMPANIES**

Pursuant to the provisions of art. 1910 of the C.C. the Insured Party which benefits from Service/Guarantees similar to those of this Insurance Company, by virtue of contracts signed with another Insurance Company, it is obligatory to give notice of an accident to each Insurance Company and specifically to Europ Assistance Italia S.p.A.

#### Art. 2. POLICY AND JURISDICTION REGULATORY LAW

The Insurance Policy is regulated by Italian law. For all that is not expressly regulated herein and with reference to the jurisdiction and/or competence of the assigned judge, the regulations of Italian law apply.

# **Art. 3. TERMS OF PRESCRIPTION**

All rights, with respect to Europ Assistance, shall expire within two years from the date of the accident that gave origin to the right to this Service/Guarantee in accordance with the provisions of Art. 2952 C.C. In the Civil Liability Insurance, the two-year term is effective from the day on which the third party requested compensation from the Insured Party.

#### **Art. 4. PAYMENT VALUATION**

Compensations, advances and reimbursements are paid in Italy, in Euros. In the case of expenses incurred in countries not belonging to the European Union or belonging to the European Union but which have not adopted the Euro as currency, the reimbursement will be calculated at the exchange rate recorded by the European Central Bank related to the day on which the invoice is issued.

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

The Insured Party must bring to the attention all those individuals, whose personal data may be processed by Europ Assistance Italia in compliance with the provisions of the Insurance Contract, of the contents of the report on Personal Data processing included in the conditions of this policy and to acquire from the individuals, for purposes of insurance, their consent to process their Personal Data, including, wherever necessary, state of health and criminal charges. To this end, you may submit to the individual the following consent formulation: "I have read the Document reguarding the processing of Data and agree to the processing of my Personal Data including health information and/or criminal



charges necessary for the management of the policy by Europ Assistance Italia and the individuals indicated in the Document. "

#### Art. 6. EFFECTIVE DATE AND DURATION OF THE INSURANCE

The insurance for each individual Insured Party is effective from midnight of the day the membership fee is paid.

The duration of the insurance for each individual Insured Party is 365 days from the effective date.

# SECTION I – INSURANCE ASSISTANCE

# SPECIFIC SECTION DELINEATIONS

**Treatment Clinic:** the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorized for medical - surgical assistance. **Spas, recovery clinics and nursing homes are**excluded.

Illness: the alteration of the state of health which does not depend on an injury.

**Sudden illness:** the acute onset illness that affects the Insured Party and which, in any case, is not a manifestation, although sudden, of a pre-existing disease or illness.

Hospitalization: recovery involving overnight stay in a Hospital.

## **SPECIFIC SECTION REGULATIONS**

#### Art. 7. INSURED INDIVIDUALS

Insured:

> The individual, member of the Contracting Association, resident in Italy, or non-resident in Italy but temporary domiciled in Italy.

#### Art. 8. CONTENT AND OPERABILITY OF THE INSURANCE

Support service, listed in the "Service" paragraph, which Europ Assistance is committed to provide through the Organizational Structure, is provided up to three times for each type during the duration of the Insurance Policy.

#### SERVICE

It is noted that consultations, given the methods of providing the service, do not count as a diagnosis and are provided on the basis of the information acquired from the Insured Party.

#### 1. MEDICAL CONSULTATION

If the Insured Party, following an accident and/or illness, needs to evaluate their health status, they can contact the doctors of the Organizational Structure and request a telephone consultation.

# 2. TRANSFER TO A HOSPITAL IN ITALY

If the Insured Party, following an accident and/or illness, is affected by a pathology that for objective characteristics were to be deemed by the doctors of the Organizational Structure not curable within the regional Hospital Structure of residence, after analyzing the medical case of the Insured Party, in agreement with the attending doctor, they find justified reasons to transfer the Insured Party to a Hospital which is suitable for the treatment of the pathology, the Organizational Structure will:

- Identify and reserve, taking into account the existing availability, the Hospital considered to be better equipped for the pathology of the Insured Party;
- Organize the transportation of the Insured Party in an ambulance, without mileage limits.

The means of transport will be entirely organized by the Organizational Structure, including medical or nursing assistance during the trip, if the doctors of the Organizational Structure deem it necessary. Europ Assistance will bear the relative costs. The service will be provided for sudden lack of necessary and suitable clinical tools for the treatment, by certification of the Chief Medical Officer of the concerned structure.

#### The following are excluded from the service:

- Illnesses or injuries which, in the opinion of the doctors of the Organizational Structure, can be treated within the Hospital of the Region of Residence;



- Illnesses or injuries that cannot be cured within the Hospital of the Region of Residence due to structural and/or organizational deficiencies of the Hospital;
- all cases in which transport involves violation of health regulations.

#### 3. RETURNING FROM THE HOSPITAL IN ITALY

If the Insured Party, following the service "Transfer to a Hospital in Italy", is discharged and needs to return to their home, the Organizational Structure will arrange the reentry of the Insured Party by means which, the doctors of the Organizational Structure, along with the treating doctors, consider more suitable to the conditions of the Insured Party:

- First class coach and, if necessary, a sleeping car;
- An ambulance, (without mileage limits).

Transport will be organized entirely by the Organizational Structure, including medical or nursing assistance during the trip, if the doctors of the Organizational Structure deem it necessary.

#### 4. ACCESS TO HEALTH NETWORK

The service is provided from 9:00 am to 6:00 pm, from Monday to Friday, excluding weekday holidays. If the Insured Party, following illness and/or accident, must be hospitalized or must undergo a specialist examination and/or a diagnostic verification, at one of the Clinical Centers and with the Medical Professionals affiliated with Europ Assistance's Health Network, they can call the Organizational Structure which, after a thorough analysis of the patient's medical case and following advice from the treating doctor, will identify and reserve, taking into account the existing availability, admission, specialist examination and/or diagnostic verification, at the Clinical Center and/or Medical Professional part of the state run health care.

#### 5. MEDICAL HOUSE CALL IN ITALY IN CASE OF URGENCY

The service is provided from 8:00 pm to 8:00 am from Monday to Friday and 24 hours a day on Saturdays, Sundays and public holidays.

If, following a Medical Consultation, the need arises for the Insured Party to undergo a medical examination, the Organizational Structure will arrange, at the expense of Europ Assistance, to send to their home one of the doctors affiliated with Europ Assistance. In the event that it is impossible for one of the affiliated doctors to intervene personally, the Organizational Structure will organize the transfer of the Insured Party in an ambulance to the nearest suitable hospital.

# 6. SENDING AN AMBULANCE TO A RESIDENCE, IN ITALY

In the event that the Insured Party, following an accident and/or illness and, following a Medical Consultation, requires transportation to the nearest suitable hospital, the Organizational Structure will organize the transfer of the Insured Party in an ambulance.

#### Maximum coverage:

Europ Assistance will bear the costs up to a maximum of Euro 500.00 per insurance year with a limit of Euro 250.00 per accident.

# 7. RECOMMENDING A SPECIALIST DOCTOR, IN ITALY

If, following a Medical Consultation, the need for the Insured Party to undergo a visit with a specialist emerges, the Organizational Structure will indicate the name of a specialist close to where the Insured Party is located.

# 8. DELIVERY OF MEDICAL RESULTS AT HOME, IN ITALY

The service is provided from 9:00 am to 6:00 pm, from Monday to Friday, excluding weekday holidays. If the Insured Party, following an accident and/or sudden illness, confirmed by his own doctor, has undergone diagnostic verifications in facilities located in the province of residence and cannot leave their home for serious health reasons which have been declared by the attending doctor, the Organizational Structure provides for the delivery of the results, either to the Insured Party or to the doctor indicated by them.

## 9. RESEARCH AND RESERVE SPECIALIST VISITS, IN ITALY

Should the Insured Party, following illness and/or accident, have to undergo a specialist examination, they may call the Organizational Structure which, having consulted the attending doctor, will identify and reserve, taking into account the existing availability, the specialist examination in accordance with the Insured Party. The service is provided from 9:00 am to 6:00 pm, from Monday to Friday, excluding weekday holidays.



# 10. TRANSPORT OF FAMILY MEMBER

If the Insured Party is admitted to a hospital for more than 7 days, Europ Assistance will provide, at its expense, a first-class train or an economy class plane, round-trip ticket to allow a person designated by him to arrive.

#### Maximum coverage:

Europ Assistance will bear the cost of the tickets up to a maximum amount of Euro 1,000.00.

#### **Exclusions:**

The family's staying expenses are excluded from the service.

# 11. INTERPRETER AVAILABLE IN ITALY

If the Insured Party is admitted to a hospital and has difficulty communicating with the doctors because they do not speak the local language, the Organizational Structure will send an interpreter.

#### Maximum coverage:

The costs of the interpreter are at the expenses of Europ Assistance for a maximum of 8 working hours.

#### 12. GYNECOLOGICAL CONSULTATION

If the Insured Party, in the cases of illness and/or accident, cannot contact their own gynecologist and need an urgent telephone connection, they can directly contact the doctors of the Organizational Structure and request a telephone consultation.

The Insured Party must communicate the name of the attending doctor and his or her telephone number.

#### 13. PEDIATRIC CONSULTATION

If the Insured Party, in the cases of illness and/or accident of their child, is unable to contact their pediatrician and needs an urgent telephone connection, they can contact the doctors of the Organizational Structure directly.

The Insured Party must communicate the name of the attending doctor and their telephone number.

#### 14. GERIATRIC CONSULTATION

If the Insured Party in cases of illness and/or accident needs to assess their state of health to decide which is the most appropriate service to perform in their favor, they can contact the geriatric doctors of the Organizational Structure directly or through the doctor who has treated them on the spot and request a telephone consultation.

The Insured Party must communicate the name of the attending doctor and his or her telephone number.

#### 15. CARDIOLOGY CONSULTATION

If the Insured Party, in case of illness and/or accident, needs to assess their state of health to decide which is the most appropriate assistance to perform in their favor, they can contact the cardiologists of the Organizational Structure directly or through their own doctor.

The Insured Party must communicate the name of the attending doctor and his or her telephone number.

# 16. INTERNATIONAL SECOND OPINION

This is a service that allows you to take advantage of generic and specialist consultations, as well as to obtain a clinical-diagnostic evaluation, in a wide spectrum of pathologies, on cases involving diagnostic and/or therapeutic doubts.

The service is provided using a network of Specialists and Clinical Centers of primary international importance. The service implies a first clinical approach made by the attending doctor and the need to obtain an opinion from international specialists on the subject.

The service is provided through the Telemedicine Center, using a computerized communication system for clinical-diagnostic data, previously sent by the Insured Party.

For more complex clinical cases, the service can count on the use of a video-conference system that allows consultation, in real time, among specialists and, with the possible help of the medical team of the Telemedicine Center, the attending doctor of the Insured Party.

## Supply the service

If the Insured Party has an alteration in their state of health, for which a diagnosis or therapeutic approach has already been formulated, and wishes to request an in-depth study or a second clinical-diagnostic evaluation: they will be put in contact with the Telemedicine Center which, upon telephone contact with the Insured Party,



will offer them the possibility of obtaining specialized medical advice needed as well as the provision of a second medical opinion, taking advantage of the experience of qualified Medical Centers. The Doctors of the Telemedicine Center, having assessed the Insured Party's request, carry out the classification of the case, eventually, interviewing the treating doctors, proceed to collect the necessary clinical and diagnostic documentation, and elaborate the questions that will be submitted to the Specialists. All clinical data will be transmitted to the international Medical Center of reference. The international Medical Center of reference, after conducting the appropriate clinical and diagnostic assessments and obtaining opinions from the Specialist Doctors, quickly formulates its written response, which is sent to the Telemedicine Center which, in turn, will forward it to the Insured Party, helping them where necessary.

# **Obligations of the Insured Party**

The Insured Party must call the Europ Assistance Organizational Structure which will put them in contact with the Telemedicine Center, to which they will explain the medical case for which they request a second opinion.

#### **Art. 9. DEFICIENCY TERMS**

The service becomes effective:

- for injuries, starting from midnight of the day on which the insurance is effective;
- for illnesses, on the 30th day following that in which the insurance is effective;
- for the consequences of latent pathological conditions, arising prior to the validity of the insurance coverage and not yet manifested, certain non-knowledge of the Insured Party, on the 180th day following that in which the Insurance is effective;
- for childbirth and puerperium diseases: on the 300th day following that in which the Insurance is effective.

#### **Art. 10. TERRITORIAL EXTENSION**

The countries where the claim may occur and in which the guarantees and services are provided are listed below: The Republic of San Marino, Vatican City and the countries that adhere to the Schengen Treaty. These are: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Iceland, Italy, Greece, Latvia, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, The Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Hungary and any countries participating in the treaty following the publication of the following conditions.

# **Art. 11. EXCLUSIONS**

# Accidents excluded resulting from:

- a. injuries, illnesses, malformations, physical defects and pathological conditions diagnosed before the stipulation of the contract concealed from Europ Assistance with intent or gross negligence;
- b. participation of the Insured Party in malicious crimes;
- c. pathological conditions related to HIV infection;
- d. mental illnesses and mental disorders in general, including neurotic behavior;
- e. injuries and illnesses resulting from alcohol abuse, the use of hallucinogens and the nontherapeutic use of psychotropic drugs and narcotics;
- f. non-therapeutic voluntary abortion;
- g. accidents resulting from criminal actions committed by the Insured Party; including those suffered as a result of imprudence or even negligence of the Insured Party itself;
- h. accidents resulting from air sports and from participation in motor races and related tests and training, except in the case of regulated races;
- i. accidents resulting from or attributable to activities involving the use of firearms;
- dental care, dental prostheses and periodontopathogens not resulting from injury;
- k. applications of an aesthetic nature (except for plastic or stemmatological reconstructive surgery made necessary by injury or illness);
- I. consequences of wars and insurrections, earthquakes, volcanic eruptions and floods;
- m. active participation of the Insured Party in acts of war, declared or unreported, civil war, acts of terrorism, revolution, public turmoil or any military operation; the coverage is also excluded if the Insured Party has not taken an active part in acts of war, declared or unreported or of civil war and the loss of self-sufficiency occurs after 14 days from the beginning of hostilities if the Insured Party is already in territory of occurrence; the existence of a war and similar situation in a country at the time of the Insured Party's arrival implies the exclusion from the insurance



coverage;

- n. consequences of transformations or energy settlements of the atom, natural or caused, and accelerations of atomic particles (fission and nuclear fusion, radioactive isotopes, accelerating machines, X-rays, etc.);
- o. purchase, maintenance and repair of prosthetic and therapeutic devices;
- p. stays in spas, in nursing homes specialized in nervous and tubercular diseases, recovery clinics, retirement homes (even if they are qualified as health institutes);
- q. negligence, imprudence and inexperience in following medical advice: this means that the service is not provided if it is proven that the Insured Party of their own will has not consulted doctors, or has not followed the indications of the same in order to improve their own state of health;
- r. flight accident, if the Insured Party travels on board an aircraft that is not authorized to fly or with a pilot who does not have a suitable license; in any case the loss of self-sufficiency caused by a flight accident is excluded if the Insured Party travels as a member of the crew;
- s. all that is not expressly indicated in the individual services.

# **Art. 12. NON-INSURABLE INDIVIDUALS**

Given that Europ Assistance, had it been aware that the Insured Party was suffering from alcoholism, drug addiction, acquired immune deficiency syndrome (AIDS), would not have allowed an insurance policy to be provided, it is agreed that, if one or more of the diseases or the aforementioned conditions arise during the contract, the provisions of art. 1898 of the C.C. regardless of the actual assessment of the Insured Party's state of health are applied. In the case of inaccurate or reticent declarations, the provisions of articles 1892, 1893, 1894 of the C.C.

# **Art. 13. PROFESSIONAL SECRECY**

The Insured Party releases from professional secrecy, to Europ Assistance, doctors who are potentially assigned to the examination of the accident.

# Art. 14. OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF AN ACCIDENT

The Insured Party must immediately contact the Organizational Structure, except in the case of objective and proven impossibility; in this case the Insured Party must contact the Organizational Structure as soon as they can and always before taking any personal initiative.

Failure to comply with the obligations relating to the reporting of the accident may result in the total or partial loss of the right to receive assistance, pursuant to art. 1915 of the C.C.

## **Art. 15. LIMITATION OF RESPONSIBILITY**

Europ Assistance is not responsible for damage caused by the intervention of the Authorities of the country in which the assistance is given or consequent to any other fortuitous and unpredictable circumstance.

# SECTION II - RESIDENCE ADAPTATION

# SPECIFIC SECTION REGULATIONS

# **Art. 16. INSURED INDIVIDUALS**

Insured:

The natural person, member of the Contracting Association, resident in Italy, or non-resident but temporarily living in Italy.

# **Article 17. CONTENT OF THE INSURANCE**

If the Insured Party, following illness and/or accident according to medical certificate proving their 70% permanent disability status, is in need to adapt their home to their current situation, Europ Assistance will reimburse *the expenses incurred up to a maximum of Euro 2.500.00 per claim.* 

If the insured Party had applied for incentives based on the provisions of law 13/89 and subsequent amendments, the aforementioned maximum coverage will be considered in excess of what is recognized.



### **Art. 18. TERRITORIAL EXTENSION**

The services are provided in Italy, the Republic of San Marino and the Vatican City State.

#### Art. 19. EXCLUSIONS

Reimbursements, compensations and benefits resulting from:

- a. injuries, illnesses, malformations, physical defects and pathological conditions diagnosed before the stipulation of the contract concealed from Europ Assistance with intent or gross negligence;
- b. participation of the insured in malicious crimes;
- c. pathological conditions related to HIV infection;
- d. mental illnesses and mental disorders in general, including neurotic behavior;
- e. injuries and illnesses resulting from alcohol abuse, the use of hallucinogens and the nontherapeutic use of psychotropic drugs and narcotics;
- f. non-therapeutic voluntary abortion;
- g. accidents resulting from criminal actions committed by the Insured Party; including those suffered as a result of imprudence or even negligence of the Insured Party itself;
- h. accidents resulting from air sports and from participation in motor races and related tests and training, except in the case of regulated races;
- accidents resulting from or attributable to activities involving the use of firearms;
- j. dental care, dental prostheses and periodontopathogens not resulting from injury;
- k. applications of an aesthetic nature (except for plastic or stemmatological reconstructive surgery made necessary by injury or illness);
- I. consequences of wars and insurrections, earthquakes, volcanic eruptions and floods;
- m. active participation of the Insured Party in acts of war, declared or unreported, civil war, acts of terrorism, revolution, public turmoil or any military operation; the coverage is also excluded if the Insured Party has not taken an active part in acts of war, declared or unreported or of civil war and the loss of self-sufficiency occurs after 14 days from the beginning of hostilities if the Insured Party is already in territory of occurrence; the existence of a war and similar situation in a country at the time of the Insured Party's arrival implies the exclusion from the insurance coverage;
- n. consequences of transformations or energy settlements of the atom, natural or provoked, and accelerations of atomic particles (fission and nuclear fusion, radioactive isotopes, accelerating machines, X-rays, etc.);
- o. purchase, maintenance and repair of prosthetic and therapeutic devices;
- p. stays in spas, in nursing homes specialized in nervous and tubercular diseases, in residences and convalescence homes, retirement homes (even if they are qualified as health institutes);
- q. negligence, imprudence and inexperience in following medical advice: this means that the service is not provided if it is proven that the Insured Party of their own will has not consulted doctors, or has not followed the indications of the same in order to improve their own state of health;
- r. flight accident, if the Insured Party travels on board an aircraft that is not authorized to fly or with a pilot who does not have a suitable license; in any case the loss of self-sufficiency caused by a flight accident is excluded if the Insured Party travels as a member of the crew;
- s. all that is not expressly indicated in the individual services.

# Art. 20. OBLIGATIONS OF THE INSURED IN THE EVENT OF AN ACCIDENT

In the event of an accident, the Insured Party must make a complaint within and no later than sixty days from the occurrence of the accident - by accessing the portal <a href="http://sinistrionline.europassistance.it">http://sinistrionline.europassistance.it</a> following the instructions (or by accessing the website <a href="www.europassistance.it">www.europassistance.it</a> directly In the event of an accident - online complaint) or giving written notice to <a href="Europ Assistance Italia S.p.A.-Piazza Trento">Europ Assistance Italia S.p.A.-Piazza Trento</a>, 8 - 20135 Milan, indicating on the envelope <a href="#">"Accident Settlement Office - Home adaptation refund"</a> by sending a registered letter with return receipt:

- name, surname, address, telephone number;
- Policy number
- medical certificates that document the status of permanent disability;
- any documentation relating to the request for incentives pursuant to law 13/89 and subsequent amendments;
- the originals of the invoices proving work carried out for adaptability.

Europ Assistance may subsequently request further documentation to be transmitted by the Insured Party in



order to proceed with the settlement of the accident.

Failure to comply with this obligation may result in the total or partial loss of the right to compensation, pursuant to art. 1915 of the C.C.

# **HOW TO REOUEST ASSISTANCE**

In the event of Assistance service, the Europ Assistance Organizational Structure operates 24 hours a day at your disposal, to intervene or indicate the most suitable procedures to resolve any type of problem in a proper way, in addition to authorizing any expenses.

IMPORTANT: do not take any initiative without first having contacted the Organizational Structure by telephone:

800.04.64.21 - +39 02.58.28.69.66

The following information must be communicated:

- Type of intervention required
  - Name and Surname
  - Card number
  - Current address
  - Phone number

If it is impossible to contact the Organizational Structure by telephone, you can send a <u>fax to 02.58477201</u> or a telegram to EUROP ASSISTANCE ITALIA S.p.A. - Piazza Trento, 8 - 20135 MILAN

Europ Assistance, in order to provide the service/guarantees provided in the Policy, must process the data of the Insured Party and for this purpose, in accordance with EU Regulation 2016/679 on the protection of personal data, with your consent. Therefore, the Insured Party, by contacting or having Europ Assistance contacted, freely gives their consent to the processing of their personal data, including, where necessary, relating to health and criminal charges and convictions, as indicated above.



# **Complaints**

Any complaints regarding the contractual relationship or the management of claims must be forwarded in writing to:

Europ Assistance Italia S.p.A. - Complaints Office - Piazza Trento, 8 - 20135 Milan; fax 02.58.47.71.28 - pec reclami@pec.europassistance.it - e-mail ufficio.reclami@europassistance.it.

If the exponent does not consider themselves satisfied by the outcome of the complaint or in the absence of reply within a maximum of forty-five days, they may contact IVASS (Institute for Insurance Supervision) - Consumer Protection Service - Via del Quirinale, 21 - 00187 Rome, accompanied by the documentation relating to the complaint handled by the Company. In these cases, and for complaints concerning compliance with the sector legislation to be presented directly to IVASS, the complaint must indicate:

- name, surname and domicile of the complainant, with possible telephone number;
- · identification of subject or subjects of the complaint;
- brief and thorough description of the reason for the complaint;
- copy of the complaint presented to the insurance company and of any reply provided by the same;
- any document useful to describe the relative circumstances thoroughly.

The complaint submission form to IVASS can be downloaded from www.ivass.it.

For the resolution of cross-border disputes it is possible to file a complaint with the IVASS or activate the competent foreign system through the FIN-NET procedure (by accessing the website <a href="http://ec.europa.eu/internal\_market/finnet/index\_en.htm">http://ec.europa.eu/internal\_market/finnet/index\_en.htm</a>).

Before involving the judicial authority, it is possible to turn to alternative systems for the resolution of disputes provided for by law or by agreement.

# Insurance disputes on the determination and estimation of damages in the context of policies against the risk of damage (where envisaged by the Insurance Conditions).

In the event of a dispute concerning the determination and estimation of the damages, it is necessary to resort to the contractual expertise where required by the insurance policy conditions for the resolution of this type of dispute. The request for activation of the contract or arbitration report must be addressed to: Claim Settlement Office - Piazza Trento, 8 - 20135 Milan, by registered letter with return receipt. or pec at sinistri@pec.europassistance.it.

In the case of disputes in the context of insurance policies against the risk of damage in which the contract appraisal has already been carried out or are not relevant to the determination and estimation of damages, the law provides for mandatory mediation, which is a condition of admissibility, with the right to use preventive negotiation in advance.

# Insurance disputes on medical matters (where required by the Insurance Conditions).

In the event of disputes relating to medical matters relating to accident or illness insurance policies, it is necessary to resort to the arbitration where envisaged by the policy conditions for the resolution of this type of dispute. The request for activation of the contract or arbitration report must be addressed to: Claims Settlement Office - Piazza Trento, 8 - 20135 Milan, by registered letter with return receipt. or pec at sinistri@pec.europassistance.it.

In the case of disputes in the context of insurance policies against accidents or illnesses in which the arbitration has already been carried out or which do not relate to medical matters, the law provides for mandatory mediation, which is a condition of admissibility, with the right to previously resort to the assisted negotiation.

The right to appeal to the Judicial Authority remains unaffected