



# INSURANCE CONDITIONS

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**BE SAFE GROUP S.R.L.**

**201901\_01**

Inter Partner Assistance S.A.

An Insurance and re-insurance company

General Agent for Italy - Via Carlo Pesenti 121 - 00156 Rome - Tel. +39 06/42118.1

Registered office Brussels - Avenue Louise 166 - Share capital € 31.702.613 fully paid - 100% AXA Partners Holding S.A.

Registration number in the Roll of Insurance and Re-insurance companies I.00014 - Ministerial authorisation no. 19662 of 19.10.1993 Rome RM Company Registration REA no. 792129 - VAT No. 04673941003 - >Tax code 03420940151



**Whereas:**

**ART. 1. NOTIFICATION OF COVER**

For the purposes of validity of the cover, the list must be entered of those who are entitled to the cover provided by this policy.

The Policyholder has the list of those entitled to dispatch to the Company. The list can be sent by internet portal or via electronic report. In the latter case, the frequency of the dispatch and the features of the electronic report must be agreed each time with the Company.

The Policyholder is thus responsible for:

- collecting and communicating to the Company the names of the Insured Parties;
- the communication to the individual Insured Party of the contents of the insurance scheme offered (see art. 12 of THE General Insurance Conditions).

**ART. 2. DECLARATIONS CONCERNING RISK CIRCUMSTANCES**

Inexact statements or reticence by the policyholder and 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, pursuant to ART.1892, 1893 and 1894 of the Italian Civil Code.

**ART. 3. VALIDITY OF THE INSURANCE**

The insurance will be valid from 12:00 a.m. of the date indicated on the policy title page, provided that the premium is paid.

In derogation to art. 1901 of the Italian Civil Code, should the Policyholder fail to pay the premium within the above mentioned term or premiums of the subsequent adjustment or renewal appendixes, the insurance will be suspended from 24.00 of the 30th day after expiry and will resume validity at 24.00 of the payment date.

Granted subsequent expiries and the Company's right to receive payment for the expired premiums, pursuant to ART.1901 of the Italian Civil Code.

**ART. 4. DURATION OF THE AGREEMENT – TACIT RENEWAL**

The agreement is valid for one year, according to the terms indicated on the policy title page and the agreement shall be tacitly renewed for a year each year on its expiry date unless it is terminated by registered letter sent at least 30 days before the expiry date.

**ART. 5. RISK DECREASE**

In case of risk decrease, the Company shall reduce the premium or premium instalments after the communication by the Policyholder, pursuant to art. 1897 of the Italian Civil Code, waiving the right of withdrawal.

**ART. 6. CHANGE OF POLICYHOLDER**

If the Policyholder's company or part of the Policyholder's business is sold, the policy will be transmitted to the purchaser. In case of merger of the Policyholder, the Policy will remain in effect with either the acquiring company or with the merged company. In cases of transformation or change to the company name of the Policyholder, this Policy will remain in effect under the new corporate form.

The above-mentioned changes shall be notified by the Policyholder within 15 (fifteen) days from occurrence to the Company which, within the following 30 (thirty) days, has the faculty to withdraw from the agreement, with 15 (fifteen) day notice.

In case of dissolution of the Policyholder or liquidation, the Policy will be immediately terminated and any potentially paid and not enjoyed premiums will be refunded prior adjustment with the minimum guaranteed annual premium set forth by the policy and anyhow due.

#### **ART. 7. REFUND OF COSTS FOR SERVICES UNDULY RECEIVED**

The Company reserves the right to request the Insured/Policyholder the refund of the costs incurred to carry out policy services that are proven at a later date not to be due, as set forth by the agreement or by law.

#### **ART. 8. TAX CHARGES**

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

#### **ART. 9. COMPETENT COURT**

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

#### **ART. 10. RIGHT OF RECOURSE**

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

#### **ART. 11. PREMIUMS**

The premium is determined according to what is established on the policy title page.

To sum up, the premium can be determined in one of the following ways:

- a) by the trip destination;
- b) by the duration and destination of the trip;
- c) by the value of the trip;
- d) by the annual turnover generated by organizing trips.

The methods of paying the premium are also set out on the policy title page. To sum up, the premium will normally be calculated on a unitary basis for each application.

The policy can sometimes provide a guaranteed minimum premium. The guaranteed minimum premium can be brought forward or divided. In the case of a brought forward or divided guaranteed minimum premium, a premium settlement mechanism will be provided.

Without prejudice to the content of the policy title page regarding the premium, the Company will issue the settlement appendix and the Policyholder undertakes to pay the relative amount ("Premium Appendix") within 30 days of the date of issue of the relative appendix.

The premiums will be paid by bank transfer.

#### **ART. 12. INFORMATION TO CLIENTS**

The Policyholder undertakes to supply all Insured Parties with the Insurance Conditions drawn up by the Company and transmitted by the Company to the Policyholder in compliance with IVASS Regulation 41 of 2 August 2018.

#### **ART. 13. AMENDMENTS TO THE AGREEMENT**

Any amendments to or variations on the insurance shall be made in writing and counter-signed by the Parties to indicate their acceptance.

#### **ART. 14. ADVERTISING**

If the Party intends to implement advertising or publicity initiatives using the other Party's logos and/or by providing information on the other Party and/or the group to which it belongs, it must submit the material to the other Party for prior approval. Promotional and advertising activities must be performed in conformity to current laws and regulations. The applicant Party must use the other Party's brand and company name in strict compliance with instructions given.

#### **ART. 15. USE OF THE BRANDS AND PROMOTIONAL ACTIVITIES ON THE INTERNET**

A Party cannot use the logo, the trademarks, commercial name or service trademarks of the other Party without the other Party's prior written consent, which can be given at the other Party's sole discretion.

The applicant Party shall not engage in any activity or allow any activity that may affect the other Party's title to the aforesaid trademarks.

The Parties shall comply with current laws and regulations with reference to promotional activities on the respective websites.

Upon expiry of the Policy or in case of resolution or termination for any cause, the Parties can no longer use the trademark, name or logo of the other Party, neither use them in any other way, even if previously and specifically authorised.

#### **ART. 16. PRIVACY**

The Policyholder, as data controller of the data of its clients, undertakes to supply at its own care and expense the notice specified in EU Regulation 2016/679 on the processing of the data in the agreement to those who will benefit the Company's insurance guarantees.

Pursuant to EU Regulation 2016/679 (Consolidated Law on personal data protection) concerning the protection of individuals and other subjects with regards to personal data processing, the Parties reciprocally agree that the personal data concerning each Policyholder indicated in this act (address, telephone number, Tax Code and VAT no.) will be input and processed in their databases, in order to manage reciprocal contract relations. The Parties reciprocally acknowledge the right to disclose, delete, correct, update, integrate and object data processing, as set forth by art. 7 of the aforementioned Legislative Decree. It is explicitly agreed that each Party declares to have viewed the above-cited provisions. Independent Data Controllers are the Insuring party and the Company, each for their official tasks, as set forth by this act.

##### **Appointment of the Data Processor**

In view of the fact that the finalisation of this policy involves the Company in processing data on the Insured Parties in order to supply and manage the insurance guarantees, the Policyholder appoints Inter Partner Assistance S.A. – General Agent for Italy "Data processor" in compliance with EU Regulation 2016/679. In particular, in the light of this appointment, the Company undertakes to:

- process the data of clients only for the purposes strictly necessary for the provision and management of the insurance guarantees, in all cases on the basis of the instructions given by the Policyholder, and processing for different/incompatible reasons is expressly prohibited;
- appoint, if it has not already done so, all the persons assigned to activities connected with the performance of this agreement as "nominees" of the processing pursuant to and in accordance with EU Regulation 2016/679, supplying them with the written instructions necessary for the processing and monitoring compliance with the instructions. Further, the Company must ensure that the nominees undertake to maintain confidentiality and are bound by an appropriate legal confidentiality clause;
- ensure that the clients' data are not divulged or otherwise made available to unauthorized third parties and divulged, unless this is permitted by applicable data protection standards or by the Policyholder. The Company shall also ensure that there is no illegal access to systems used to process Clients' data;
- take all technical and organizational measures required to ensure security levels that are appropriate to the risk, taking account of the state of the art, implementation costs and the nature, subject, context and purposes of the processing, and also the probability and seriousness of risks to the rights and liberty of natural persons;
- notify the Policyholder, as soon the Company becomes aware of it, of any suspected or actual data breach;
- assist, if requested, data protection authorities in the performance of their duties and - more in general - cooperate with the Policyholder in meeting any request for information and cooperate with all competent authorities performing checks and accessing;
- permit clients to exercise their rights pursuant to EU Regulation 2016/679, introducing effective internal procedures to reply to the interested parties and in all cases cooperate with the Policyholder to satisfy these requests;

- if this policy ceases for any reason, return to the Policyholder, at the latter's request, all the documents and files containing the Clients' data and in all case erase these data from the computer and electronic systems that it owns or possesses with the sole exclusion of all the data the processing of which is required by law or in order to implement the single applications that are still in force.

It remains understood that the Company shall exempt and hold harmless the Policyholder against any harm, costs, expense and proceedings arising from failure to comply with the provisions of this article.

**ART. 17. BROKER CLAUSE (applicable only to brokered policies)**

The Policyholder declares that he has assigned the management of this agreement to \_\_\_\_\_ and accordingly all the matters relating to this insurance shall be dealt with on behalf of the Policyholder by the broker. Policy premiums shall be collected, and settlement shall be paid by the Policyholder to the broker \_\_\_\_\_, who will pay them to the Company.

## INSURANCE CONDITIONS

### GLOSSARY

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

**Insurance:** the insurance contract.

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

**Baggage:** clothing, sporting goods and personal hygiene items, photographic and video equipment and its case, handbag, a backpack that may contain them and which the insured may take with him/her on the trip.

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

**Operations Centre:** The organisational structure of Inter Partner Assistance SA - General Agent for Italy - Via Carlo Pesenti, 121 - 6 Rome - made up of human resources and equipment, available 24 hours a day every day of the year, providing telephone contact with the Insured Party, organising intervention *in-situ* and providing, with costs borne by the Company, any assistance provided for in the Policy.

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

**Destinations:**

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

**Home:** the place where the insured lives or has established the headquarters of his/her business and interests.

**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 event that caused or has given rise, directly or indirectly, to one or MORE claims.

**Relative:** a person related by kinship to the insured (spouse, children, father, mother, brothers, sisters, grandparents, in-laws, sons-in-law, daughters-in-law, uncles, cousins, nephews) and persons permanently living together with him/her in a family unit.

**Excess.** a fixed amount, in absolute number, to be paid by the insured person in the event of a claim or claims.

**Theft:** an offence under Article 624 of the Italian Criminal Code, committed by anyone who takes possession of property belonging to others, depriving its owner of it in order to gain profit for themselves or others.

**Compensation or indemnification:** the sum payable by the Company in event of a claim covered by the guarantees of the policy. **Injury:** casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm, which, as a consequence, result in the death, permanent injury or temporary disability.

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

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

**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.

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

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

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

**Robbery:** the theft of movable objects from the owner, with violence or threat to his/her person.

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

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

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

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

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

**Company:** INTER PARTNER ASSISTANCE S.A. General Representative for Italy - Via Carlo Pesenti 121 - 00156 Rome.

**Third parties:** any person not falling within the definition of "relative".

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

#### **ART. 1. DECLARATIONS CONCERNING RISK CIRCUMSTANCES**

Inexact statements or withholding of information by the policyholder and the Insured Party 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 policy, pursuant to articles 1892, 93 and 894 of the Italian Civil Code.

#### **ART. 2. OTHER INSURANCE**

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, 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.

#### **ART. 3. DURATION OF INSURANCE COVERAGE**

For trip cancellation coverage, the policy becomes effective for each Insured Party starting at 00:00 on the day the trip is booked, and ends at 24:00 on the day travel is to commence or up to the start of the trip itself, provided that application is made during the validity period of the policy.

For assistance, medical expenses and baggage, the policy becomes effective for each Insured Party starting at 00:00 on the date the trip begins and ends at 24:00 on the day the Insured Party returns from the trip, and in any case no later than 30 days after the start of the trip, provided that activation occurs during the validity period of the policy.

In case of Policy cancellation, the date of termination of the agreement is the last effective day of coverage of new insured, since the management of portfolio queues is foreseen.

Any activation subsequent to this date will not be considered valid with respect to coverage under this Policy.

#### **ART. 4. RISK INCREASE**

The Policyholder must inform the Company in writing of any risk increase. Risk increases that are not known or not accepted by the Company may lead to the total or partial loss of the right to compensation, and also termination of the Insurance, pursuant to art. 1898 of the Italian Civil Code.

#### **ART. 5. REFUND OF COSTS FOR SERVICES UNDULY RECEIVED**

The Company reserves the right to request the Insured/Policyholder the refund of the costs incurred to carry out policy services that are proven at a later date not to be due, as set forth by the agreement or by law.

#### **ART. 6. 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.

#### **ART. 7. COMPETENT COURT**

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

#### **ART. 8. PRESCRIPTION TERM**

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



#### **ART. 9. REQUIRED DOCUMENTATION**

In order to settle claims, the Company is entitled to request additional documents over and above those specified in the agreement and does not lose the right to raise objections at any time and in any circumstance, also after initiating claim settlement.

#### **ART. 10. NON-USE OF SERVICES / LIABILITY LIMITS**

In case of non-enjoyed or partially enjoyed services as decided by the Insured or due to his/her negligence, the Company is not liable to provide any further assistance or compensation other than the stipulated one. The Company will not be liable for damages for non-executing or delaying the execution of services due to the intervention of the Authorities in the country where assistance is offered, or in case of force majeure or other unforeseeable and fortuitous circumstance.

#### **ART. 11. REFERENCE TO LAWS**

For anything not expressly covered in this contract, the relevant provisions of Italian law shall apply.

#### **ART. 12. INSURED**

Individual customers who purchase travel directly from the Policyholder or through reseller agencies. Individual customers shall be considered equivalent to the Policyholder when exercising their rights under the contract.

#### **Art. 13. PURPOSE OF THE INSURANCE**

The Company provides the coverage specified in the following sections:

##### **A. ASSISTANCE AND MEDICAL EXPENSES WHILE TRAVELLING (BRANCHES 02 AND 18)**

##### **B. BAGGAGE (BRANCHES 09 AND 16)**

##### **C. CANCELLATION OF TRIP (BRANCH 16)**

##### **D. ROADSIDE ASSISTANCE (BRANCH 18)**

The maximum duration of insurance coverage for all destinations is **30 days**.

#### **A. ASSISTANCE AND MEDICAL EXPENSES WHILE TRAVELLING**

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

In the event of 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:

#### **TRAVEL ASSISTANCE**

*The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.*

**a) MEDICAL CONSULTATION BY TELEPHONE.** The Operations Centre is available to the insured to organize a medical consultation by telephone in the event of a sudden emergency while travelling.

##### **b) SENDING A DOCTOR OR AN AMBULANCE IN THE EVENT OF AN EMERGENCY (only valid in Italy)**

If the Operations Centre medical service deems it necessary and a medical examination of the insured cannot be postponed, the Operations Centre will send an approved local general practitioner to the scene, or if a doctor is not immediately available, it will arrange an ambulance to transfer the insured to the closest first aid centre. The cost of this service is borne by the Company.

*N.B.: It is understood that in an emergency the Operations Centre helpline cannot in any way be a substitute for Official Emergency Services (118), nor will it assume any of the costs incurred.*

##### **c) RECOMMENDING A MEDICAL SPECIALIST (valid only abroad)**

If, following a medical consultation by telephone, the insured need to undergo specialist treatment, the Operations Centre helpline will provide, consistent with local availability, the name of a specialist doctor in the location closest to the place where the insured is located.

#### **d) TRANSFER – PATIENT REPATRIATION**

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:

- transfer of the patient to the nearest suitable medical facility;
  - transfer from the medical facility to the residence of the insured;
  - the repatriation to Italy of the insured patient if conditions allow and require it;
- with the necessary assistance during transport with medical or paramedical personnel.

the patient transfer will be made, with all expenses paid by the Company, using the most appropriate means at the discretion of the Operations Centre. These may include:

- air ambulance, exclusively for the return to Italy and if the claim has taken place in Europe;
- airline, possibly stretchered;
- first-class train and, if necessary, sleeper;
- ambulance, unlimited mileage;
- other means of transport.

Excluded from the service are:

- illnesses or injuries which, in the opinion of the medical service of the Operational Centre, can be treated on site or at least do not prevent the continuation of the travel;
- infectious diseases if transportation implies violation of national or international health regulations;
- all cases where the insured or his/her family members have voluntarily signed the waiver against the advice of the doctors with whom they were hospitalised;

The Company shall have the right to request any unused travel ticket for the return of the insured

#### **e) TRANSFER OF THE OTHER INSURED PARTIES**

If following the Transfer – Patient repatriation service, or in case of death of the insured, the travelling companions were not objectively able to return to their place of residence in Italy via the means initially planned for, the Operations Centre helpline will provide them a first class train ticket or economy class airfare. The service shall be provided on the condition that the relatives and travelling companions are insured. The Company shall have the right to ask them for any unused travel tickets for the transfer.

**Maximum limit: Italy € 1,000.00 – Europe € 1,500.00 – World: € 2,000.00**

#### **f) SENDING URGENT MEDICATIONS (valid only abroad)**

If the insured needs medications regularly registered in Italy but it is not available in the immediate location or it cannot be replaced with a suitable local medicinal equivalent, the medical service of the Operations Centre will accept to send the medicines via the quickest means possible in compliance with the rules and deadlines that regulate the transportation of medicines and drugs. The Company will bear the cost of shipping, while the cost of drugs is borne to the insured.

#### **g) TRAVEL OF A FAMILY MEMBER IN THE EVENT OF HOSPITALISATION**

If the Insured Party, travelling alone or with a minor, is hospitalised with an expected stay of more than 10 (*ten*) days, the Operations Centre helpline will provide a round-trip ticket (*first class train or economy class air travel or other means at its sole discretion*) to enable a relative, who is in Italy, to reach the Insured Party who has been admitted to hospital.

**This includes hotel expenses (overnight stay and breakfast) for the family member up to the amount of € 260.00 with a maximum of € 52.00 per day**

#### **h) EXTENSION OF STAY**

If the insured is unable to return to Italy on the pre-established date due to:

- hospitalisation with an expected stay of more than 7 (seven) days;
- theft or loss of passport needed to return supported by an official report issued by the local law enforcement authorities;

the Company will bear the hotel expenses (overnight stay and breakfast) of the insured and travelling companions, provided they are also insured.

**Maximum limit: A maximum of 10 nights with a limit of € 1,000.00**

**i) TRANSFER OF CONVALESCENT INSURED TO OWN HOME**

If the Insured following discharge from hospital is not able to return to his/her place of residence by the means initially planned, the Company will organize and take responsibility for the transfer expenses. The coverage is also extended to relatives and a travelling companion.

**The maximum limit for the return of relatives and travelling companion: Italy € 500.00 - Europe € 750.00 - World € 1,500.00**

**j) REPATRIATION OF REMAINS UPON DEATH ABROAD**

In the event of death of the insured during the travel, the Operations Centre will organize and carry out the repatriation of the body up to the burial site in Europe.

Shipping will be done according to international standards and after fulfilling all formalities at the place of death. The Company will bear the costs of transport, excluding costs related to the funeral, interment or cremation. The Company will also bear the cost of the round-trip ticket of a family member to reach the place where the event occurred and the cost of one overnight stay at the closest hotel.

**k) EARLY RE-ENTRY**

If the Insured needs curtail his/her trip and return to his/her home in Italy prior to the scheduled date and with a means other than that originally planned, due to death or hospitalization of a family member with prognosis of more than five days, the Operations Centre will arrange for the return and be responsible for the relative expenses thereof. Coverage also applies to the return of a travel companion provided they are also insured.

**Maximum limit: Italy € 550.00 – Europe € 2,000.00 – World: € 2,000.00**

**l) ADVANCE EXPENSES FOR URGENT NEEDS IN THE EVENT OF THEFT, MUGGING, ROBBERY, OR LOSS OF MEANS OF PAYMENT (ONLY VALID ABROAD)**

If, during the travel, the insured has to incur unforeseen necessary expenses (*hotel stay, car rental, travel tickets, restaurant, etc.*) and is unable to do so directly and immediately due to theft, mugging, robbery, theft or loss of their means of payment, the Operations Centre helpline may advance, through direct payment to the supplier, the amounts shown on the corresponding tax document (*invoice*) within the established limit. The insured must send a copy of the report of the crime provided by the local authorities in situ. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (*thirty*) days of the payment of the same. This service is not available:

- in countries where the Company has no branches or correspondents;
- when the Insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

**Maximum limit: € 1,000.00**

**m) CREDIT CARD PROTECTION (valid only abroad)**

In the event of theft or loss of credit cards of the Insured, the Operations Centre by specific request, shall put the Insured in contact with the issuing Institutions to start the necessary procedures to block lost or stolen credit cards. The insured is responsible for completing the blocking procedure in accordance to individual card issuers procedures.

**n) ADVANCE OF LEGAL ASSISTANCE EXPENSES (valid only abroad)**

If the insured person is arrested or threatened with arrest and in need of legal assistance, the Operations Centre helpline will provide the insured with a lawyer, in accordance with the local regulations, and advance the payment of the relevant fee.

The insured must report the reason for the request and the amount needed. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (*thirty*) days of the payment of the same. This service is not available:

- in countries where there are no branches or correspondents of the Company;
- when the Insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;
- cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

**Maximum limit: € 500.00**

**o) ADVANCE PAYMENT OF BAIL (valid only abroad)**

If the Insured is found, while travelling, to be in detention, under arrest or threat of arrest and cannot provide directly to pay the bail fee, the Company may pay on the spot, as an advance on behalf of the Insured, the bail fee. The insured will have to make arrangements to repay the amounts advanced by the Company within 30 (*thirty*) days of the payment of the same. This service is not available:

- in countries where the Company has no branches or correspondents;
- when the Insured is not able to provide adequate bank guarantees for repayment, or deemed as such at the sole discretion of the Company;

cases in which money transfers abroad are considered a violation of either the applicable Italian regulations or those in force in the destination country.

**Maximum limit: € 3,000.00**

**MEDICAL EXPENSES WHILE TRAVELLING**

*The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.*

**MAXIMUM LIMIT: ITALY € 1,000.00 – EUROPE € 5,000.00 – WORLD € 10,000.00**

**BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand.**

If the insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed, received in situ during the travel, during the coverage period, the Company shall bear the costs with direct payments made by the Operations Centre.

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. Coverage is provided for a maximum 120 days including the hospital stay.

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.

No refund will be made without prior contact with the Operations Centre helpline.

**THROUGH REIMBURSEMENT – Even without prior authorisation from the Operations Centre, within the sub-limits indicated.**

**a)** The Company will reimburse the transportation cost from the scene of the event to the medical centre emergency room or place of first admission.

**Maximum limit: Italy € 500.00 – Abroad € 2,500.00**

**b)** The Company shall reimburse the expenses for medical and / or pharmaceutical visits, diagnostic tests, ambulatory care and / or admission (*including day hospital*), sustained following an injury or illness occurred while travelling.

In the event of an injury occurring while travelling, the Company will also reimburse the expenses for medical and diagnostic tests,

provided they are performed within 30 days after the return from the trip.

**Maximum limit: Italy € 500.00 – Abroad € 1,000.00**

c) The Company will reimburse expenses for urgent dental care only following an accident while travelling.

**Maximum limit: € 150.00**

#### **A.2 - Effective start date and operation of Assistance Service and Medical Expenses during Travel**

Coverage runs from the moment the travel begins and ends at the end of the trip.

Coverage is provided within the limits of capital and services of the location where the event occurred.

#### **A.3- Deductible, Medical Expenses during Travel**

The compensation the Company will pay the insured upon making a claim, according to the terms of the policy, will be paid after deduction of a fixed deductible of € 50.00 per claim.

#### **A.4 - Exclusions (in addition to common exclusions)**

The assistance will not be provided in the following cases:

- a) if the insured (*or his/her representative*) ignores the indications of the Operational Centre and asks to be discharged from the facility where admitted, against the advice of the doctors the same; or refuses transportation or repatriation. In this last case, the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport / repatriation to Italy.
- b) pandemic (declared by WHO), of such a severity and virulence with a high mortality or that require restrictive measures to reduce the risk of transmission to the civilian population;
- c) 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;
- d) a travel made for the purpose of undergoing medical / surgical treatment;
- e) if the destination is to be or is declared to be under quarantine.

Payments will not be made in countries where coverage cannot be provided for political or meteorological reasons.

Additionally:

##### **A.4.1 Travel Assistance**

The Company takes no responsibility for events resulting from:

- a) failure to contact the Operational Centre helpline or otherwise, without prior authorization;
- b) extreme journeys in remote areas accessible only with the use of special means of rescue.

##### **A.4.2 - Medical Expenses while Travelling**

The Company will not accept responsibility for expenses arising from:

- a) medical rehabilitation and physiotherapy;
- b) the purchase, application, maintenance and repair of prostheses and therapeutic devices;
- c) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for spa and slimming treatments, for dental treatment (*except those specified above following an injury*);
- d) voluntary termination of a pregnancy;
- e) practice of air sports and the aerial activities in general, extreme sports if not practised with sports organizations and without the required safety criteria;
- f) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- g) purchase and repair of glasses, contact lenses;
- h) follow-up visits in Italy for situations resulting from illnesses which started while travelling. Coverage also does not apply to accidents caused by or due to:

- natural delivery or caesarean section;
- morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
- ☒ malice of the insured;
- ☒ abuse of alcohol or drugs and the use of narcotics and hallucinogens;
- ☒ attempted suicide or suicide.

#### **A.5 - Provisions and limitations**

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.

Additionally:

##### **A.5.1 Travel Assistance**

- a) Assistance services are supplied per event, regardless of the number of insured people involved, within the maximum limits and any sub limits set out in this policy;
- b) 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, according 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. BAGGAGE**

*The indicated limitation amounts must be considered per insured, claim and insurance period, given the sub limits set out below.*

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

##### **a) THEFT, MUGGING, ROBBERY, FIRE, BREAKAGE AND DAMAGE, LOST BAGGAGE**

The Company shall indemnify the insured for material and direct damage resulting from theft, fire, robbery, mugging, breakage, damage or non-delivery of personal baggage by the air carrier. Coverage includes only one claim per travel.

**MAXIMUM LIMIT: ITALY € 500.00 – EUROPE € 750.00 – WORLD € 1,000.00**

It should be noted that:

- The Company pays a maximum of € 150.00 per item.
- All photographic/video/optical material (cameras, video cameras, lenses, flashes, batteries, etc.), appliances, and any other electronic equipment are considered collectively as a single object.

##### **b) DELAYED BAGGAGE**

If baggage is delayed by the airline for more than 12 hours (with respect to the scheduled time of arrival), the Company shall reimburse the purchase of essential items (clothing and personal toiletries items), within the insured capital limits. Coverage includes only one claim per travel.

**Maximum limit per insured: € 150.00**

The Company will not reimburse expenses:

- for late delivery of baggage on the flight back to the insured person's usual place of residence;
- incurred after the date the baggage was received.

### **B.2 – Compensation criteria and limits**

The Company pays compensation to the maximum limit set out.

### **B.3 - Exclusions** *((in addition to common exclusions)*

The following are excluded from the insurance: computers, mobile phones, media players, sunglasses, televisions, battery chargers, money, precious stones, cheques, stamps, tickets and travel documents, jewellery, precious watches, coins, 'objes d'art', collections, samples, catalogues, goods, food, perishables.

The Company does not indemnify damage:

- facilitated by malice or gross negligence by the insured or people of which he/she must respond;
- that occurred when:
  - the baggage was not property stored in the boot of a locked vehicle;
  - the vehicle was not parked overnight, between the hours of 20.00 and 07.00, in a guarded public garage for a fee;
  - the theft took place without breaking into the boot of the vehicle;
  - the baggage is in a motor vehicle even when stowed in a locked boot;
- that occurred while camping; The following are also excluded:
- photographic/video/optical kit entrusted to third parties (hoteliers, carriers etc.).

### **B.4 - Start date and operation**

Baggage coverage begins at the start of the travel and continues until the end of the same trip. The "Delayed baggage" coverage take effect from the moment the aircraft is boarded (check-in) and ends before the last check-in.

### **B.5 - Provisions and limitations**

The Company determines compensation based on the market value of the items stolen at the time the claim was made. In the event of apparel purchased during the travel, the refund will be the purchase value, provided it is substantiated by appropriate documentation.

## **C. TRIP CANCELLATION**

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

The Company will indemnify the insured, all his/her relatives and one of his travelling companions, enrolled in the same trip and insure with this policy, the amounts paid (excluding the cost of individual booking and the individual share of the insurance) and not refundable to them, held by the travel organizer according to the Terms and Conditions of the trip, arranged in accordance with the regional laws, if the trip itself must be cancelled due to one of the following circumstances provided it can be documented, is involuntary and unforeseeable at the time of booking:

- Illness, Injury or death of the insured or one of their family members;
  - the co-owner of a company or professional office;
- selection of the insured as juror or sworn testimony to appear before the judicial authorities;
- inability to reach the place of departure of the trip as a result of:
  - accident to the means of transport during the journey to the departure point;
  - natural disaster.

The Company will reimburse the fee charged:

- to the insured;
- and as long as they are insured and listed on the same policy:

- to all his relatives;
  - one of his travelling companions.
- d) Certifiable impediments of a professional nature:
- cancellation or changes to holidays scheduled by the Insured Party (exclusively for employees on a permanent contract);
  - redundancy of Insured Party, not for disciplinary reasons;
  - new hiring, with employment contract, of the Insured Party in a different company.

**Limit: € 10,000.00 per insured**

The Company will make a refund:

- a) without deduction of any excess in the event of trip cancellation caused by death or hospitalization of the insured in the same health institution for a period exceeding five days;
- b) for all other included causes with the application of an excess of 15%.

In the event of illness or injury Company physicians will be given the opportunity to carry out a medical examination to certify that the conditions of the insured to assess if they will prevent his/her participation in the trip.

### **C.2 - Effective start/end date and operation**

Coverage starts from the date of booking / purchase of the travel and is operative until the fruition of the first service for the travel provided by the contract.

### **C.3 - Exclusions (in addition to common exclusions)**

The Company does not make reimbursements for cancellations caused by:

- a) pre-existing conditions of an evolving nature and their complications or if at the time of booking there is a pre-existing conditions or events that could give rise to a claim;
- b) forms of depression;
- c) pregnancy;
- d) complications from a pregnancy if the pregnancy started before the date of booking;
- e) bankruptcy of the carrier or travel agent;
- f) pandemic (declared by WHO), of such a severity and virulence with a high mortality or that require restrictive measures to reduce the risk of transmission to the civilian population;
- g) quarantine.

### **C.4 - Compensation criteria**

The Company will reimburse the cancellation fee:

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

### **C.5 - Validity**

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

### **ART. 14. EXCLUSIONS**

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;
- c) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- d) tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disasters;
- e) air, water, soil, subsoil contamination, or any other environmental damage;
- f) expenses for the search and rescue of the insured from the sea, lakes, mountains or desert;
- g) malice or gross negligence of the insured, including 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.**

## **D. ROADSIDE ASSISTANCE**

### **ROADSIDE ASSISTANCE TO THE PLACE OF DEPARTURE**

#### **D.1 - Territory Italy.**

**D.2 - Purpose of the insurance:** As a result of a mechanical failure or a car or motorcycle accident (referred to below as "vehicle") used to reach the starting point of the trip or stay, the Operations Centre organises and provides the following services:

**A) BREAK DOWN ASSISTANCE.** Retrieval and sending a rescue vehicle for towing the vehicle at the nearest generic workshop. Limit € 150.00 per claim.

The repair costs are borne by the Insured.

**B) SENDING A TAXI.** Organising and sending a taxi, following the towing of the vehicle carried by the Operations Centre, to allow the insured to reach the departure point of the trip. LIMIT € 250. 00 per claim.

#### **D.3. - Start date and operation**

The guarantee:

- covers cars or motorcycles used by the Insured Party that are registered in Italy and have not been registered for more than 10 years;
- it starts 24 hours prior to the beginning of the journey, and it ends upon reaching the place of departure of the journey.

### **Art. 15. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF AN ASSISTANCE REQUEST**

In the event that assistance or medical expenses are required during the trip as a result of hospitalisation, the Insured Party, or whoever acts on his/her behalf, must immediately contact the Operations Centre available 24 hours a day by calling the following number:

**+ 39 06 42 115 840**

Insured Parties must identify themselves as "**BE SAFE INSURED**" and provide:

- full personal details of the insured;
- policy number 100174068;
- the type of intervention required;
- temporary telephone number;
- Hospital details (*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.

#### **ART. 16. OBLIGATIONS OF THE INSURED PERSON IN THE EVENT OF A REFUND REQUEST**

For each request for reimbursement, the Insured Party or the person acting on his/her behalf, must file a claim with the Company within 30 days of his or her return, providing the Company with all the documentation necessary for handling the claim, without prejudice to the provisions in article 16, and in particular:

- personal details and tax code of the payment recipient (pursuant to Italian Law No. 248 of 4 August 2006);
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it. He will also provide:

##### **■ Reimbursement of medical expenses:**

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

##### **■ Theft, mugging, robbery, fire, breakage, damaged and undelivered baggage:**

- original copy of the complaint submitted to the competent authorities of the place where the event occurred, along with a detailed list of the stolen, burned or damaged items, and documentation/proof of possession certifying their value, brand, model and approximate date of purchase.
- copy of the PIR report (Property Irregularity Report);

For damage that occurred during air transport, report the problem at the specific airport office and have them provide you with the P.I.R. (PROPERTY IRREGULARITY REPORT).

##### **■ Delayed delivery of baggage by the airline:**

- copy of the PIR report (Property Irregularity Report);
- copy of the air ticket and baggage ticket;
- receipts for the purchase of essential goods, in original, with detailed list of purchases;

##### **■ Cancellation of trip**

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

#### **IMPORTANT REFERENCES**

##### **REFUND REQUESTS**

Send the claim and supporting documentation to the following address:

**INTER PARTNER ASSISTANCE S.A. - Travel - Ufficio Sinistri**  
**Casella Postale 20175**  
**Via Eroi di Cefalonia**  
**00128 Spinaceto - ROMA**

## 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 1410057).

### 1. IDENTITY AND CONTACT DATA OF THE DATA CONTROLLER

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

### 2. CONTACT DATA OF THE DATA PROECTION 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;
- by email: [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 code;
- 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 data, we will not be able to provide the Interested Party with the aforementioned services, insurance services and/or products

and the Interested Party's consent, which may be revoked, is necessary for performing the agreement.

### 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 with management and collection of premiums;



Inter Partner Assistance S.A.

An Insurance and re-insurance company

General Agent for Italy - Via Carlo Pesenti 121 - 00156 Rome - Tel. +39 06/42118.1

Registered office Brussels - Avenue Louise 166 - Share capital € 31.702.613 fully paid - 100% AXA Partners Holding S.A.

Registration number in the Roll of Insurance and Re-insurance companies I.00014 - Ministerial authorisation no. 19662

of 19.10.1993 Rome RM Company Registration REA no. 792129 - VAT No. 0467394 1003 - Tax code 03420940151



- d. consortia in the insurance sector (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 Union, 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 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 registered letter with advice of delivery to:
  1. *Garante per la protezione dei dati personali* - Piazza di Monte Citorio, 121 - 00186 Roma;
  2. to the email address: [garante@gpdp.it](mailto:garante@gpdp.it), or by 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. During first access to the data controller's website, consent to the use of cookies will be requested in compliance with the relative policy that can be accessed by the 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.