



BLUSERENA
HOTELS & RESORTS

ERGO

Assicurazione Viaggi

Polizza n. 2931861212-13

Tariff Code IBS001-IBS002

Your Insurance policy

This insurance policy is stipulated with ERGO Reiseversicherung AG's Branch office and General Agent.


ERGO Reiseversicherung AG

Summary of coverage provided

GUARANTEES	COVERED AMOUNT	EXCESS/LIMITS
Trip cancellation	€ 3.000	0% in the event of death or hospitalization of more than 3 days, 15% in any other case.
Trip curtailment	€ 3.000 – pro rata refund	NO
Refund of medical fees	Resident in Italy: € 1.000 Resident in the EEA: € 2.500	€ 50
Travel assistance	As detailed in T&C	NO
Luggage Insurance	€ 500	€ 100 per object

Age limit:

Policy guarantees are available to persons under the age of 90.

Territorial Validity:

Policy guarantees are valid for travels and stay in Italy.

Maximum policy term

Cover has a maximum term of those dates indicated in the travel document. In any case trips may only last up to 30 days from the departure date of each trip.

IMPORTANT REFERENCES

Assistance while Travelling

Operational Centre
24 hrs, 365 days/year

+39.02.30.30.00.05

help@euro-center.com

In cases of Assistance request when travelling you must call the Contact Centre before taking any personal initiatives.

To open a claim

+39.02.00.62.02.61 – **opzione 3**

Mon.-Fri. 9.00-20.00; Sat. 9.00-14.00

For already existing claims

+39.02.00.62.02.61 – **opzione 4**

Mon-Wed-Fri 9,30-12,30; Tue-Thu 14,30 – 17,30

claims@ergoassicurazioneviaggi.it;

PEC: ergoassicurazioneviaggi@legalmail.it

Information on the contract

1. Contract Stipulation Procedures – Timelines

This insurance cover runs from the moment the Policyholder enters into the contract. Said contract must be stipulated on booking or purchasing the tourist service. Policyholders must read the Terms and Conditions of the Policy carefully.

2. Persons eligible for cover

This policy provides cover for persons:

- resident in Italy or in the EEA;
- with the appropriate legal powers on signing up for this policy;
- below the age of 90 (the policy is still valid for persons that reach said age during the term of the contract).

3. Persons not eligible for cover

Irrespective of ascertaining a person's state of health, this Policy does not provide cover for persons suffering from AIDS, alcoholics, drug addicts and those suffering from the following mental illnesses: organic brain syndromes, schizophrenia, paranoia and forms of manic depression.

That set out in art. 1898 of the Civil Code shall be applied if one or more of the aforementioned illnesses arise during the course of the Contract;

Persons not domiciled or not resident in Italy or in the EEA are not eligible for cover.

4. Start Date and Validity

Services and insurance cover come into force and are valid:

- For all guarantees (except trip cancellation): from the time and date indicated in the travel document; extending up to a maximum of 5 days beyond the expiry date should the return journey be delayed due to causes not attributable to the Policyholder
- For trip cancellation: from the moment of joining the insurance contract and up to the use of the first contractually agreed service.
- If the insurance premium has been paid.

The Company refuses any liability resulting from delays or impediments arising whilst providing the relative services if due to circumstances beyond its control.

5. Validity

This Insurance covers trips to those destinations and for those dates selected and indicated in the travel document, lasting up to a maximum of 30 days.

6. Insurance Cover offered

The Insurance Cover provided is that set out in the General Terms and Conditions of the Policy described hereunder according to the type of product chosen by the Policyholder and indicated in the Policy Certificate.

7. Making a Claim – Requesting Assistance and Policyholder Obligations

Managing Request for Assistance

In case of requests for Assistance while travelling, the Insured person or whoever on his/her behalf, before undertaking any initiative, must immediately contact the Assistance Platform using the reference number indicated below, communicating the type of assistance requested, as well as his personal data, address and phone number from where he is calling, to allow the Centre to contact him/her and follow up on the request for assistance. The insured person must follow the instructions received.

The Company reserves the right to refund – if due – up to an amount equivalent to the costs the Contact Centre would have sustained if it had been informed in time and thus able to manage and negotiate the case directly in the event of the Policyholder's unjustified default.

Assistance Platform references: Tel: +39.02.30.30.00.05 (option 1).

For **Travel Cancellation refund** requests, the Insured or whoever must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 48 hours of the cancellation communicated to the organizer or Carrier.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

For requests for **reimbursement of other types (e.g. Baggage)**, the Insured or his representative must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 7 days.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

Failure to comply with even one of the above obligations may result in the total or partial loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.

8. Contract related complaints

Contract Management related complaints, as regards the attribution of liability, effectiveness of those services provided and quantifying and paying those sums due, must be addressed directly in writing to ERGO Assicurazione Viaggi: Complaints Department - ERGO Reiseversicherung AG Rappresentanza Generale per l'Italia - Via Pola, 9 - 20124 Milan, E-mail: reclami@ergoassicurazioneviaggi.it, PEC: ergoassicurazioneviaggi@legalmail.it, fax +39.02.76.41.68.62. The Complainant may contact IVASS if dissatisfied with the outcome of the complaint or the Company's failure to respond within the maximum term of 45 days contacting: IVASS - Consumer Protection Service - Via del Quirinale, 21 - 00187 Rome - telephone 06.42.133.1, enclosing a summary of the documents relating to the complaint in question. For further information on the procedures refer to www.ergoassicurazioneviaggi.it - Contact section.

All disputes regarding the amount of damages and attribution of liability must be submitted to the Judicial Authorities, in addition to conciliation systems, if available.

9. Right of withdrawal

Should this insurance does not provide the cover that the Insured needs, he/she can notify the Company of his statement of withdrawal within 10 days of the date of issue of the policy and/or payment of the premium by registered letter with receipt advice or certified e-mail. The Company shall refund the premium net of the insurance taxes and in *pro rata temporis* form with respect to the risk sustained.

Definitions (Glossary)

The definitions set out herein are an integral part of the insurance policy and describe the meaning of those terms included in the Terms and Conditions of the policy.

Purchase of Essential Items: This means the goods and items strictly necessary for the maintenance of adequate hygiene (e.g. toothbrush, toothpaste, shampoo and shower gel), dignified personal care (clothing), a sufficient level of health and safety (e.g. contact lenses or eyeglasses and life-saving medicines).

Geographical area: the area or country for which the Insured has booked the trip and for which s/he has taken out the insurance contract and from which return will be made within the period booked.

Policyholder: the subject or subjects indicated on the travel agreement benefitting from the insurance cover, resident or domiciled in Italy or in the EEA, whose interests are protected by said insurance.

Insurance: the insurance contract.

Assistance: service of immediate aid given through the Operational Centre that the Company must give the Insured who is in a difficult situation following the occurrence of an incident.

Baggage: personal effects, sports equipment, gifts and memoirs of the trip for personal use owned by the Insured.

Operational Centre: the structure of operators, doctors and technicians that the Company makes available to the Insured 24 hours a day, 365 days a year, and which makes telephone contact with the Insured, organizes and provides the assistance services set out in the policy and arranges for the management of claims.

Travelling companion: the person travelling with the Insured covering the whole of the same journey and, if necessary, included on the same insurance certificate.

Contracting party: the physical person or legal entity, which stipulates the insurance contract in the name of and on behalf of their clients joining it.

Contract: the insurance contract, purchased and signed by the Contracting Party, containing the Information Leaflet and General Conditions of Insurance.

Domicile: the dwelling place, even temporary, of the Insured who carries out his/her business or has his/her economic interests in Italy or in the EEA.

EEA - European Economic Area: Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary and Switzerland.

ERGO Assicurazione Viaggi: ERGO Reiseversicherung AG's commercial brand name

Abroad: all countries outside Italy, Republic of San Marino and the Vatican City.

Europe and the Mediterranean basin: the geographical territory that extends from the Iberian Peninsula to the Ural Mountains, including the Canary Islands, Madeira and the countries bordering the Mediterranean Sea (Morocco, Algeria, Tunisia, Libya, Egypt, Cyprus, Israel, Lebanon, Syria, Turkey).

Excess: the sum established on the Policy Certificate or in the Insurance Conditions which is deducted from the total of the indemnity as actually calculated by the Company, following the occurrence of a claim, and which remains the responsibility of the Insured.

Bankruptcy of the service provider: the service provider becomes insolvent or a receiver is appointed, and is unable to provide the agreed services.

Family members: spouse or cohabitant, and relatives and kin of the Insured to the second degree (therefore children, parents, brothers and sisters, grandparents, parents-, sons-, daughters-, brothers- and sisters-in-law, adopted children, adopted parents, step-brothers and sisters and step-parents of the Insured).

Theft: the offence, set out by Art. 624 of the Criminal Code, perpetrated by anyone who takes possession of something belonging to another, removing it from the owner in order to gain profit from it for themselves or others.

Guarantee: cover or service - different from assistance - offered by the Company in the event of an incident, based on the provisions of the insurance, consisting in a repayment, indemnity and/or compensation of the damage to the Insured.

Injury: the event due to fortuitous, violent and external reasons that produces physical objectively ascertainable injuries.

Permanent disability: the definitive loss, following an accident, in whole or in part, of the general ability of the Insured to carry out any job, regardless of his profession.

Medical institution: the public hospital, clinic or private nursing home, duly authorised by the relevant authorities for the admission and medical assistance of patients. Spas, convalescence, rehabilitation and home-stay homes are not considered medical institutions, nor are health clinics and those for dietary and aesthetic purposes.

Italy: the entire national territory including the Republic of San Marino and the Vatican City.

Illness: any verifiable alteration of the state of health.

Pre-existing illness: chronic pathological situation of alteration of the state of health, also of an evolutionary nature, which the Insured was aware of when the trip was booked.

Liability limit: the maximum amount, established in the Policy Certificate or Policy Conditions, up to which the Company undertakes to give the cover or provide the assistance services.

Means of public transport: all aircraft, and also land vehicles and vessels for the public transport of passengers and having a predefined timetable, itinerary, frequency and fares (official and published) that, on the basis of the specific permits or concessions, connect two or more places continuously or periodically and not occasionally. Therefore, by way of example, hire cars, taxis and means of transport for tourist visits are excluded from the range of public transport.

World: all countries and the relative areas.

Premium: the sum of money due by the contracting party to the Company.

Services: only for the Assistance Sections of the Policy - the assistance given by the Company, via the Operational Centre, to the Insured if there is an incident.

Property Irregularity Report (P.I.R.): the report document certifying the damage caused, supplied by the airline or body with the baggage in safe-keeping or deposit.

Pro Rata Temporis: 'in proportion to time', indicates the indemnity method of the sole period effectively the subject of insurance cover.

Quarantine: compulsory confinement intended to stop the spread of a contagious disease to which the Insured or a traveling companion may have been exposed. Quarantine that applies generally or extensively to a part or all of a population or geographical area, or that applies at the place of departure, destination of the trip or intermediate stages is excluded from the insurance coverage.

Residence: the place where the Insured has his/her habitual home.

Admission to hospital: hospital stay in a care institute requiring an overnight stay.

Excess: the part of the amount of the indemnity, expressed as a percentage, that is compulsorily the responsibility of the Insured as established on the Insurance Certificate or in the Policy Conditions

Claim: the occurrence of the damaging fact following a fortuitous event for which the cover is given.

Incident: an accident that results in damages covered by this insurance.

Company: the insurance company, i.e. ERGO Reiseversicherung AG.

Current value: this means the value new of things of the same type and quality, reduced by an amount representing the loss value for wear and age

Material value: the current value of the material excluding the data it contains or the recovery of this and also the intellectual value.

Trip: the transfer, stay or location resulting from the relative travel contract or document that sets out a movement of at least 20 km from the place of residence.

General terms and conditions

General Provisions

The following general terms and conditions apply to all Sections of the Travel Policy offered by ERGO Reiseversicherung AG.

1. Insured Persons

Insured subjects are those natural persons resident or domiciled in Italy or in the EEA, below 90 years of age and indicated in the travel document.

Said insurance policy remains in force until its expiry date for those reaching said age during the term of the contract.

2. Validity

This insurance is valid for those destinations selected and identified in the travel documents relating to the tourist services offered by **BluSerena Spa**, up to a maximum of 30 days.

3. Start Date and Term

Policies:

- a) must be stipulated at the same time as booking the trip;
- b) must be stipulated for the entire duration of the trip;
- c) cover the specific trip indicated in the travel documents;
- d) are valid for the same time as the trip, as indicated in the appropriate travel document;
- e) shall be extended beyond the expiry date should the programmed travel date be delayed for reasons not attributable to the Policyholder, however up to a maximum of 5 days.

4. Premium

In accordance with art. 1901, subsection 1, of the Civil Code, this insurance comes into force on the date indicated in the policy, if the premium has been paid, otherwise it comes into force at midnight on the payment date.

In the event of a claim the Company is released from providing any services should the premium result unpaid for reasons attributable to the Contracting Party.

5. Exclusions common to all Guarantees

This insurance cover excludes all compensation, services, consequences and/or events resulting directly or indirectly from:

- a) Reasons or causes that have already arisen on stipulating the policy or that were reasonably foreseeable;
- b) Causes and events that are not appropriately documented.
- c) Unlawful or fraudulent behaviour (committed or attempted) or due to carelessness or gross negligence; suicide or attempted suicide.
- d) Pre-existing illnesses, that is illnesses that are a direct expression of pathological and/or recurrent situations or existing before the policy was signed, and/or that had resulted in treatment, care or hospitalisation or that were diagnosed before stipulating this agreement. (except for death)

- e) Mental illness, anxiety, stress and depression, mental disorders in general and neuroses, as well as AIDS; psychological reaction resulting from fear (for example war, popular uprising, acts of terrorism and a plane crash).
- f) Eliminating or correcting physical defects or deformities present before stipulating the policy.
- g) Intoxication, illness and injuries resulting and arising from the abuse of alcohol and psychiatric drugs, as well as the non-therapeutic use of hallucinogens and drugs.
- h) Illness resulting from pregnancy, beyond 26 weeks of gestation and the puerperium. Risk of miscarriage due to the policyholder's carelessness or malice.
- i) Illnesses or Injuries resulting from hazardous sporting activities: mountain climbing or access to glaciers, trekking (from 2500 metres up), jumping from a trampoline on skis or water skis, driving and using bobsleighs, all aerial activities except for flying as a paying passenger in an authorised plane, car, motorbike and motorboat racing and competitions, including relative training and trials, scuba-diving, potholing, boxing, canoeing and rafting, horse riding, hunting and shooting competitions, ice hockey, off-piste skiing, paragliding, rugby, American football, bungee jumping, weight-lifting and all forms of wrestling.
- j) Reckless acts, as well as all injuries suffered as a result of sports activities practiced at a professional level.
- k) Work assignments involving mainly manual and/or manufacturing activities and/or with the help of mechanical or industrial equipment and machines.
- l) Assignments involving the transport and/or supply of weapons, vehicles, materials, instruments, equipment or any other goods having as recipient subjects taking part in any type of military operation.
- m) Hunting; possessing weapons and munition, even if they have the appropriate licences and authorisations.
- n) Trips undertaken to undergo medical, surgical, cosmetic or rehabilitative treatments. Objectively foreseeable and/or programmed medical check-ups.
- o) Trips undertaken to Countries subject to embargos or International sanctions or to areas discouraged by the Ministry of Foreign Affairs; extreme trips to remote locations that can only be reached with special vehicles or areas where there is armed conflict, hostilities, war, civil war, rebellion, revolution, uprising and riots, martial law and usurpation of power.
- p) Acts of sabotage, vandalism or terrorism in general, including the use of any type of nuclear or chemical device.
- q) Events resulting from the transmutation of the atom, ionising radiations or radioactive contamination or chemical, biological or bacterial contamination, air, water, soil and sub-soil pollution or any environmental damage.
- r) Natural catastrophes or upsetting the balance of nature.
- s) Any pandemic (declared by the WHO) of such severity and virulence as to lead to high mortality or to require restrictive measures in order to reduce the risk of transmission to the population. It is confirmed, however, that the Pandemia exclusion does not apply to Trip cancellation or Curtailment, Assistance and Medical Expenses benefits related to Covid 19 infection contracted by the Insured and arisen for Cancellation Trip guarantee before the departure and for other guarantees during the trip.

6. Limits, Legal effects and Liability

- a) Policyholder fraud and gross negligence: the Company is not liable to pay damages resulting from the Policyholder's fraud and gross negligence, as set out in art. 1900, subsection 1, of the Civil Code.
- b) The Company is not obliged to provide alternative reimbursements or services as compensation should the Policyholder not avail of one or more of the services and/or guarantees.
- c) The Company shall not be held responsible for:
 - delays or problems in providing the services agreed due to circumstances beyond its control or provisions of local, National or foreign Authorities;
 - errors, mistakes or any other type of imprecision in providing the services agreed on that compromised, in whole or in part, the utility of the latter if due to inexact communications received from the Policyholder or facts attributable to the aforesaid;
 - refusing to provide said services if, objectively or in the doctor's opinion, they are not necessary.
- d) Transfers organised by the Company, via the Contact Centre, are carried out using the most appropriate means of transport, depending on the route and Policyholder's state of health.
- e) In the case of advance payments, the Policyholder must communicate the reason for said request, the required amount, their address and reference details so that the Contact Centre can verify the terms of the guarantee to refund the amount paid in advance. The Policyholder shall return the sum advanced within 30 days of the advance payment date, penalty payment of interest at the current legal rate, in addition to the sum advanced.

Sanctions Clause and Embargo: this insurance and relative covers, including therein payment of claims or provision of benefits or services is only guaranteed if not in contrast to an embargo or economic, commercial and financial sanctions implemented by the European Union, Italian Government or any other International body, if applicable to the Contracting Party and those insured by this policy.

7. Policy Limits

It is forbidden to stipulate more than one ERGO Assicurazione Viaggi policy to guarantee the same risk in order to increase the capitals insured of the specific product guarantees or extend the period of cover of a risk (trip) already in progress.

8. Reporting a Claim and subsequent Policyholder Obligations

Policyholders must report claims to the Company by phone and in writing according to those methods provided in the contract.

Moreover, Policyholders must do whatever is possible to avoid or reduce the damage, in accordance with art. 1914, subsection 1, of the Civil Code.

Policyholders acknowledge their obligations as set out in the Policyholder Obligations Section.

9. Right of Recourse

The Company has the right of recourse versus liable third parties in accordance with art. 1916 of the Civil Code.

10. Increased/Reduced Risk

The Contracting Party/Policyholder must inform the Company in writing of any increased risk. Increased risks not communicated or not explicitly accepted by the Company may result in the loss, in whole or in part, of the right to the relative services, as well as the loss of those guarantees provided for in the policy, in accordance with art. 1898 of the Civil Code.

"War Zone" Clause – Reduction in Limit of Liability, Accumulation Limit and Policyholder Obligations:

in the event that the Policyholder's destination is the subject of sudden episodes of armed conflict, hostility, war, civil war, rebellion, revolution, uprising and riots, martial law and usurpation of power, even following the Contracting Party/Policyholder stipulating this policy, following an increase in the risk:

- a) the limits of liability of the various services, for events linked to the aforementioned episodes, are reduced as follows:
 - Assistance: up to a maximum of € 5,000, unless a lower limit of liability is already foreseen in normal situations;
 - Medical Expenses: up to a maximum of € 5,000, unless a lower limit is already foreseen in normal situations;
 - Accident: up to a maximum of € 10,000, unless a lower limit is already foreseen in normal situations;
 - Luggage: up to a maximum of € 300, unless a lower limit of liability is already foreseen in normal situations;
 In addition, an accumulation limit for increased risks of € 100,000 per event is foreseen; compensation due shall be proportionally reduced on individual Contracts stipulated so that their sum does not exceed that due according to those permitted limits set out herein should the capitals insured overall exceed the aforementioned amounts.
- b) Policyholders that have already left must contact the Company immediately and do their best to leave the Country within 10 days of the area being declared "an area of conflict". This policy is no longer valid after said term.

Covid19 Clause - The Declaration issued by the competent Italian Authorities, which involves the prohibition to travel or stay of the insured person at the place of destination for reasons related to the diffusion of Covid19, represents a circumstance of aggravation of the risk after policy issuance.

Consequently, if the Insured Party is already travelling to the place of destination, he must contact the Company and make every effort to leave the place of stay within 14 days from the date of the Declaration itself. The present policy shall automatically cease to produce its effects at 11:59 p.m. on the 14th day following the date of the aforementioned Declaration and, after the expiry of this term, no insurance cover shall be provided or recognised by the Company.

11. Declarations relating to circumstances of risk

Inexact or reticent declarations or the Contracting Party's or Policyholder's reluctance to describe those circumstances influencing risk assessment may result in the loss, in whole or in part, of the right to assistance or compensation, where provided for, as well as termination of the insurance in accordance with articles 1892, 1893 and 1894 of the Civil Code.

12. Limitation Period

Premium instalment payment rights expire two years after individual expiry dates (1882 and following articles). The other rights, in accordance with art. 2952 of the Civil Code, resulting from the insurance contract (1882 and following articles) expire two years after the date of the event the right to assistance and/or compensation is based on.

In the case of liability insurance, the annual term runs from the date the damaged third party requested compensation from the Policyholder or took legal action against the aforesaid.

13. Changes to the insurance, clauses or special agreements. Policyholder communications

Any changes to the insurance must be proven in writing.

All Policyholder communications must be sent to the Company by means of registered letter with advice of receipt or PEC to be valid.

14. Other insurances

Policyholders must inform the Company in writing of the existence and subsequent stipulation of other insurances for the same risk.

In the event of a claim, Policyholders:

- a) must inform all insurers, indicating to each, the name of the others, in accordance with article 1910 of the Civil Code;
- b) undertake to firstly request compensation from the other insurers, it remaining understood that the Company shall supplement, if necessary, that paid by other insurers.

15. Insurance Operation

This insurance acts as additional cover should the Policyholder hold another/other insurance/s covering the same risk. This insurance will cover that part of the damages and compensation or reimbursements not covered by the liability limits of other policies, up to those limits provided for in the Company's Terms and Conditions of Insurance, should this insurance act as additional cover.

16. Tax System

Those rates set out in the regulations in force shall be applied to this insurance contract, if due.

17. Applicable Law and reference to the regulations in force

This insurance is governed by Italian law. The provisions of law shall apply for all that not regulated herein. All disputes relating hereto shall be submitted to the Italian Courts.

Special terms and conditions

Trip Cancellation

Special conditions

1. Aim of the insurance

The company shall indemnify the Insured who has to cancel the trip for one of the events indicated below, up to the amount of the liability limit indicated, if:

- the event was unforeseeable at the time the trip was booked;
- it is objectively impracticable for the Insured to undertake the trip.

2. Maximum limit insured

The capital insured must be equivalent to the price of the trip (accommodation and air or ship ticket included), up to a maximum limit of **€ 3.000,00**.

The cost of services not included in the price of the stay (for example, optional programmes) is also covered by the insurance, on condition that it is specifically included in the capital insured.

3. Excess on the cover

This cover is given with the following excesses:

- without excess in the event of death of admission to hospital of more than 3 days;
- with an excess of 15% to be borne by the Insured in all other cases.

In any case, if the Insured does not permit the company to send its own appointed doctor free of charge for the purpose of certifying his/her real condition, with the exception of the cases of death or admission to hospital, an additional excess of 30% shall be applied.

4. Insured events

The cover operates in favour of the Insured for the below listed events:

- a) Death of the Policyholder and related persons;
- b) Unforeseeable illness, injury and hospitalization of the Policyholder and related person of such an entity as to justify cancellation of the trip;
- c) Material damage to the Policyholder's or travelling companion's home or Office of an extraordinary and unforeseeable nature requiring the presence of the person in question;
- d) Job loss following the Policyholder's sudden dismissal due to employer difficulties;
- e) Employment if the Policy holder was looking for a job when the trip was already booked;
- f) If the Policyholder or a travelling companion is summoned or called to appear in court as juror or witness;
- g) Summoning for the adoption practices of a minor.
- h) Home isolation of the Insured Person for quarantine, ordered by order of the Government or a Public Authority, based on suspicion that the Insured Person has been exposed to Covid19 infection, which prevents the Insured Person from participating in the booked trip.

5. Persons connected to the Insured

The following are considered persons connected to the Insured:

- a) the Insured's family members up to the second degree of kinship;
- b) two travelling companions as long as enrolled in the trip with and at the same time as the Insured;
- c) partner/joint owner of the company or associated offices.

6. Liquidation criteria

The Company shall reimburse the deposit and any penalties debited shown in the travel documents and the penalty regulations of the tour operator, according to the liability limits and except for the Exclusions and Limitations and net of any excess indicated in this contract in the percentage existing at the date the event occurred (Art. 1914, Civil Code).

Therefore, if the Insured cancels the trip after the event, any greater penalty paid shall remain his responsibility.

7. Specific exclusions supplementing the general exclusions

In addition to the events excluded in the General exclusions, the insurance does not operate:

- a) if the doctor appointed by the company does not confirm the inability to travel;
- b) without the original documentation of the costs sustained;

Refer to the other exclusions in the General Conditions for anything not specified.

Trip Curtailment

Special conditions

The guarantee runs from the day after the date of departure, or in any case once the insured tourist service has checked in, until the day of return, and ends in any case on the return home.

1. Subject of the insurance

The Company shall indemnify, up to the cost indicated, the Insured who has to interrupt the trip for one of the events indicated below if:

- the event was unforeseeable at the time of booking the trip;
- the interruption was caused by this event;
- it is objectively impracticable for the Insured to continue the trip.

2. Maximum insured amount

The Company will pay the Insured the travel days, paid and not enjoyed, up to a maximum of **€ 3.000,00**.

The cost of services not included in the price of the trip (e.g. for optional programs) is also covered by insurance, provided that it has been expressly included in the insured capital.

3. Guarantee overdraft and deductible

This warranty is provided without overdrafts and deductibles.

In any case, the early return must be authorized and organized by the Assistance Operation Centre, which can be contacted 24 hours a day, which must provide authorization to return and organize the return by the most suitable means.

The policy does not operate without prior contact with the Operation Centre.

4. Insured events

The guarantee operates in favour of the Insured for the following events:

- a) Death of the Insured and connected persons;
- b) Illness, injury hospitalization of the Insured and connected persons, unforeseeable and of such an entity as to make it impossible to continue the trip;
- c) Material damage to the home or company headquarters of the Insured Party or of the only Travel Companion, of an extraordinary and unforeseeable nature that requires the presence of the Insured Party;
- d) Employment if the Insured Party was looking for a job when the trip was booked.

e) Reimbursement of services not enjoyed due to quarantine Covid19

The Company will pay the Insured the travel days, paid and not enjoyed, in *pro rata temporis* form up to a maximum indicated in policy, in case of isolation of the Insured Person at the hotel for quarantine or Covid 19 infection, issued by the Authorities.

This guarantee applies also in case of stay at the hotel, only after prior contact with the Operation Centre.

5. Persons connected to the Insured

They are considered persons related to the Insured:

- a) family members of the Insured up to the second degree of kinship;
- b) two travelling companion provided that he or she is registered on the trip together and at the same time as the Insured Person;
- c) partner/joint partner of the company or associated firm.

6. Liquidation Criteria

The Company will reimburse the Insured *pro rata temporis* for the days not enjoyed, according to the maximum amounts and subject to the Exclusions, Restrictions and net of any overdrafts or deductibles indicated in this Contract. In the event that the Insured interrupts the trip after the event, any additional costs will be borne by the Insured.

7. Specific exclusions in addition to the Common exclusions

In addition to the events excluded in the Common Exclusions, the insurance does not operate:

- a) if the doctor designated by the Company does not confirm the inability to travel;
- b) without original documentation of the costs incurred;
- c) taxes and charges for the services booked.
- d) Pathologies curable on site.

For all this not specified, reference is made to the other exclusions in the General Conditions.

Reimbursement of Medical Expenses

Special Terms and Conditions

1. Subject of the Insurance

In the event of an unforeseeable illness manifesting itself in an objective form and/or whose treatment must be started immediately, during the period of validity of the guarantee, or in the event of an injury or hospitalisation, the Company reimburses, within the limits of liability indicated in the policy, the verified and documented medical expenses sustained by the Policyholder.

2. Medical expenses during the trip

The Company reimburses medical expenses sustained in Italy – in addition to those services provided by the National Health Service – for treatments carried out or prescribed by doctors up to a **limit (in Italy) of liability of € 1.000 for resident in Italy and € 2.500 for resident in EEA** per policyholder and insurance period and up to a maximum of 30 days from the date of the incident, notwithstanding those **sub-limits** set out hereunder:

- a) medicines prescribed by the doctor on site, provided that relating to the illness or injury reported, up to a **maximum of € 350** per insurance period;
- b) urgent dental treatment to alleviate the pain, consisting in simple or temporary fillings and interventions aimed at restoring dental function, up to a **maximum limit of € 150** per insurance period;
- c) aids and devices (for example crutches, or hiring a wheelchair), if requested, for the first time due to an injury or illness that occurred during the trip, up to a **maximum limit of € 200** per insurance period.

3. Excess

An **excess of € 50** is applied to the aforementioned limits of liability.

4. Specific exclusions in addition to the Common Exclusions

In addition to the Common Exclusions, this insurance does not cover:

- a) treatments constituting the reason for the trip in question;
- b) treatments prescribed by the doctor, known to the Policyholder on the departure date, to be carried out during the trip (for example dialysis);
- c) worsening physical conditions, if foreseeable at the beginning of the trip;
- d) purchasing or repairing pacemakers, prostheses and visual aids;
- e) acupuncture, mud packs and massages;
- f) home help;
- g) psychoanalytical and psychotherapeutic treatments or hypnosis;
- h) any cost if the Policyholder has failed to report their hospitalisation (including Day Hospital) or first aid to the Contact Centre;
- i) costs resulting from treatment that is not medically necessary and exceeds the usual level of the foreign country in question. In this case, the Company can reduce compensation to those costs normally sustained in similar cases.

Travel Assistance

Special conditions

1. Subject of the Insurance

The Company provides assistance 24 hours a day, via the Contact Centre, if the Policyholder requires medical and non-medical assistance during the trip.

2. Services

Telephone Medical Advice

The Contact Centre will arrange for a doctor to provide health information, in Italian, both before and during the trip.

Arranging a visit to a specialist

In the event the Policyholder requires a specialist visit, the Contact Centre sees to contacting a specialist and making them available to the Policyholder.

Any costs sustained are at the Company's cost according to the Medical Expense liability limit set out hereinabove.

Transport/Medical Repatriation

The Contact Centre organises, **with no spending limit**, the Policyholder's repatriation to their place of residence or the nearest treatment centre in accordance with the specific terms and conditions of insurance and according to the Policyholder's state of health and need, prior the doctor's consent. The Contact Centre shall identify, at its discretion, the most appropriate means of transport and sustain all repatriation costs.

This guarantee does not apply for pathologies curable on site.

Repatriation of the recovering Policyholder

The Contact Centre organises the Policyholder's repatriation to their place of residence or the nearest treatment centre in accordance with the specific terms and conditions of insurance and according to the Policyholder's state of health and need, prior the doctor's consent, should the Policyholder be unable to continue their trip. The Contact Centre shall pay all the relative costs **with no spending limit**. The Contact Centre shall identify the most appropriate means of transport and sustain all repatriation costs.

Early return

The Contact Centre sees to organising the Policyholder's repatriation and that of his/her close relatives, sustaining the relative costs **up to € 250**, should a close relative of the Policyholder die or be admitted to hospital for more than five days (two days for minors or those with learning difficulties) during the trip.

Repatriation of travelling companion

In the event of:

- the death of a travelling companion,
 - a travelling companion or a close relative dying or being admitted to hospital for more than five days (two days for minors or those with learning difficulties),
- the Contact Centre sees to organising the Policyholder's repatriation, that of his/her close relatives and a maximum of 2 travelling companions, sustaining the relative costs **up to € 250**.

Extension of stay

If the Insured is unable to undertake the return journey on the date and with the means of transport originally planned as a result of illness or injury (proven by medical certificate), due to loss or theft of documents necessary for repatriation (proven by a complaint to the Local Authorities) or – derogating from *art. 5 Exclusions common- par. p* - as a result of quarantine for infection by covid19 that affects the Insured or a travel companion, issued by the Authorities (and adequately substantiated by official documentation) based on the suspicion that the Insured Person or a fellow traveller has contracted or been exposed to Covid19 infection, the Company will reimburse:

- a) the costs of prolonging the stay for the Insured and one travel companion only (provided they are insured), up to a maximum amount of **€ 100 per day** for a **maximum of 14 days**.
- b) the higher costs incurred if the Insured is unable to return home on the date and/or by the means originally planned, up to a maximum of **€ 500 in Italy**. The guarantee is extended to a travel companion, provided that he/she is insured with the Company, and operates only in the event that the insured is unable to use the travel documents in his/her possession.

This guarantee does not apply in case of cruises.

Family reunion

In the event of death of the Insured Party or hospitalization of the same with a prognosis of more than five days (two days in the case of underage or disabled persons), the Alarm Center will organize the return trip of a single family member to go to the Insured Party and will bear the cost of transport and stay **with no spending limit**.

Repatriation of the body

In the event of the Policyholder's death during the trip, the Contact Centre shall see to organising, on the close relative's request, the repatriation of the body, **with no spending limit**, and transporting it to the place of burial in accordance with the international regulations in force.

Funeral and burial costs remain at the expense of the heirs.

Reimbursement of legal expenses

The Company shall sustain costs for in and out-of-court proceedings resulting from an incident covered by this insurance, notwithstanding those exclusions set out herein, up to a **maximum limit of € 1.500**.

This cover includes:

- a) Legal fees;
- b) Expert costs;
- c) Legal expenses in criminal proceedings.

This cover excludes:

- a) Payment of fines, penalties and pecuniary sanctions in general;
- b) tax expenses;
- c) any expenses, costs and fees relating to credit recovery related disputes whether the Policyholder be the creditor or debtor;
- d) any expenses, costs and fees relating to administrative, fiscal and tax disputes;
- e) any expenses, costs and fees relating to disputes resulting from the Policyholder's negligence;
- f) any expenses, costs and fees relating to disputes resulting from inheritances and/or donations;
- g) any expenses, costs and fees relating to disputes resulting from the sale and/or exchange of property, land and registered real estate;
- h) any expenses, costs and fees relating to disputes resulting from leases;
- i) expenses resulting from disputes with the Company;
- j) expenses resulting from disputes between policyholders (more than one person on the policy);
- k) registration duties;
- l) expenses resulting from lease related arrears;
- m) costs resulting from the circulation of planes, boats and vehicles belonging to and/or driven by the Policyholder;
- n) expenses relating to mutual relationships between partners and/or directors and/or companies, as well as mergers, transformations and any other operation to change the company structure;
- o) expenses having as subject the application of art. 2114 of the Civil Code ("Compulsory Social Security and Welfare") and following articles, as well as disputes relating to the assignment of public tenders;
- p) expenses relating to events already excluded in the General Exclusions hereof.

Luggage

Special Terms and Conditions

1. Subject of the insurance

The Company reimburses the Insured following the underlying events occurred during the trip to the baggage of the same:

- Theft, mugging, robbery;
- Damage due to the Carrier, loss due to the Carrier;
- Delay in delivery of more than 8 hours (only for outbound journeys).

2. Maximum insured amount

The Company will reimburse up to a maximum of **€ 500**.

3. Compensation criteria and sub-limits

In the event of a claim, the Company shall indemnify, up to the maximum amount, on the basis of the following criteria:

- a) The current value, provided documented, for objects destroyed, stolen or lost.
- b) The lower of repair cost and current value, for damaged items.
- c) Considering mobile phones, smartphones, electronic, digital and photo-cine-optical goods as a single object.
- d) For identity documents, visas, driving licenses, the cost required by the offices responsible for issuing duplicates up to a maximum of **€ 80 per person**.
- e) In case of delay in the delivery of baggage exceeding 8 hours, up to a maximum of **€ 100** for purchases of basic needs (guarantee valid only for the outward journey).
- f) In the event of an event caused by a third party in charge of the Baggage (e.g. hoteliers, carriers, tourist facilities), in addition to the amount reimbursed by the third party and up to the amount of the sum insured or the specific sub-limits indicated. In any case up to a maximum of **€ 100 per object**.

4. Specific exclusions in addition to the Common Exclusions

Refunds relating to events not reported to the competent local authorities are excluded.

In addition, the insurance excludes coverage for:

- a) cash, cheques, credit and debit cards and money in all its forms;
- b) jewellery, pearls or precious stones, objects of gold, platinum or silver;
- c) professional instruments of all kinds;
- d) spectacles, contact lenses, hearing aids and prostheses;
- e) economic losses due to intentional, unlawful or negligent events on the part of the Insured;
- f) any event due to insufficient and/or inadequate packaging, unattended baggage, normal wear and tear, manufacturing defects;
- g) any breakage or damage to baggage unless it is the result of theft, robbery, snatching or is caused by the carrier;
- h) objects entrusted to third parties (carriers, hoteliers, etc.);
- i) wheels and handles of suitcases, trolleys and pushchairs.

Policyholder Obligations

In case of requests for **Medical Assistance** while travelling, the Insured person or whoever on his/her behalf, before undertaking any initiative, must immediately contact the Assistance Platform using the reference number indicated below, communicating the type of assistance requested, as well as his personal data, address and phone number from where he is calling, to allow the Centre to contact him/her and follow up on the request for assistance. The insured person must follow the instructions received.

The Company reserves the right to refund – if due – up to an amount equivalent to the costs the Contact Centre would have sustained if it had been informed in time and thus able to manage and negotiate the case directly in the event of the Policyholder’s unjustified default.

For **Travel Cancellation refund** requests, the Insured or whoever must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 48 hours of the cancellation communicated to the organizer or Carrier.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

For requests for **reimbursement of other types (e.g. Baggage)**, the Insured or his representative must:

- Open the claim by **contacting the Call Center for Claims at the number +39 02 0062 0261** within 7 days.

- By the opening of the claim an email confirmation will be sent, that will report the number of claim open, the indication of the documents necessary for the management of the claim and a form to be completed. The completed form and the required documents must be sent to ERGO Reiseversicherung AG - General Representation for Italy - Claims Office - Via Pola, 9 - 20124 Milan - by registered letter with return receipt or certified e-mail (ergoassicurazioneviaggi@legalmail.it) within 20 days.

Failure to comply with even one of the above obligations may result in the total or partial loss of the right to compensation, pursuant to Article 1915 of the Italian Civil Code.

“War Zone” Clause: Policyholders must contact the Company and do their best to evacuate any Country declared a “war zone” within ten days of said declaration should the Policyholder’s destination be declared an “area of conflict”. This policy is no longer valid after said term. See “Increased Risk” paragraph for further details.

Calling the Contact Centre

What to do in case of request for medical assistance

To set the necessary procedures in motion, **Policyholders or a representative must call the Company’s Contact Centre as soon as possible**, to communicate the type of assistance requested.

Operational Centre

24 hours a day, 365 days a year, in Italian

TELEPHONE NUMBER TO CONTACT IN CASE OF REQUEST FOR MEDICAL ASSISTANCE WHILE TRAVELLING

+39.02.30.30.00.05

Privacy

Information provided to the interested party for the Processing of Personal Data

The Data Controller, as defined below, hereby intends to advise you on the processing purposes and methods of your personal data and your rights in accordance with EU Regulation 2016/679 (hereinafter ‘GDPR’) relating to the protection of individuals with reference to the processing of personal data and its free circulation.

1. Data Controller

The Data Controller is ERGO REISEVERSICHERUNG AG, General Agent for Italy, with registered office at Via Pola, 9 - 20124 Milan (hereinafter also ERGO Assicurazione Viaggi or the ‘Company’). You can contact our Data Protection Manager at the above address or the following email address: trattamento_privacy@ergoassicurazioneviaggi.it

2. The data processed

We can process identifying and contact personal data, data on the insurance event (the trip), tariff and premium applied, any incidents occurring and, with your consent, data relating to your preferences, consumption habits and behaviour for the insurance purposes shown in this information sheet. Such data is supplied directly by you or comes from third parties, such as when the insurance contract is automatically combined with the trip acquired.

3. Processing method

We process your personal data in compliance with Regulation EU 2016/679 using manual (processing of paper files and documents) and automated methods and logics strictly related to the purposes. The processing is protected by adequate security measures. The company does not publish personal data.

4. Legal purposes and bases of processing

4.1 Contractual purposes

If you want to stipulate an insurance policy, we need to process your personal data to acquire information preliminary to the contract, complete the said contract and also, subsequently, manage any claims. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for our administrative and accounting processing connected with the contractual and precontractual obligations; these include remote communication techniques such as telephonic customer service. Provision of the data, which shall be kept for the period the contract is in force, is compulsory. If the contract is cancelled for any reason, the data shall be stored in relation to the legal regulations (ten years).

4.2 Legal purposes

The company processes your personal data for obligations arising from laws (such as anti-money laundering checks, fraud protection, compulsory notifications for tax purposes, etc.), Community regulations and also regulations issued by supervisory and control authorities or other legally entitled bodies. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for the processing we have to carry out in compliance with the legal requirements, regulations and provisions of the legally entitled authorities. Provision of the data is compulsory. The data shall be stored for the period prescribed by the legal requirements and, in detail, ten years from the date of termination of the contract for any reason or the date of a binding decision by a legally entitled authority (such as a court sentence) subsequent to the said termination.

4.3 Purposes that need your consent

Your consent to processing, which you can give by ticking the boxes corresponding to your choice on the enclosed form and revoke at any time, is necessary for:

4.3.1 Processing of particular data categories

In compliance with Articles 7 and 9, sub-paragraph 1(a) of the GDPR, we need your written consent, which shall form the legal base for processing, to handle certain categories of personal data [as in the case of payment of claims that entail physical damage]. Failure to give consent shall make it impossible for the company to carry out the operations shown in square brackets above, and shall also occur at the time of any subsequent revocation. The particular data categories shall be processed up to the time of revocation or termination, for any reason, of processing and stored for the prescribed time (10 years).

4.3.2 Processing for marketing

Commercial promotion shall be by postal correspondence and electronic communications or telephone calls, also via automated call systems, fax, e-mail, text or MMS messages, and communications in the social media you are registered with.

4.3.2.1 Marketing of its own and group products/services

The company intends to process the personal data to send promotional and commercial notifications relating to its own products and services and those of other group companies, and also make direct sales, market research, survey the quality of the products and services provided, also based on the analysis of such data already in its possession. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to send such notifications, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. If you have given consent to the profiling as per the Point below, marketing shall only take the data relating to the last 12 months into consideration.

4.3.2.2 Transfer of data to third parties for commercial purposes

The company may transfer personal data to third party companies who, as independent data controllers, will process it to market their own products and services. The list, divided by the commodity category of such parties with which the rights set out by the GDPR for the person concerned can be exercised, can be viewed in the website www.ergoassicurazioneeviaggi.it. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to transfer the data, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. Except for processing carried out by the parties to which it has been transferred, the data shall be stored for the prescribed time (10 years).

4.3.2.3 Profiling

The company can indicate and offer services or products more appropriate for you by processing your personal data, preferences, consumer habits and behaviour with or without the aid of electronic tools. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from making targeted offers. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. The profiling shall only take the data relating to the last 12 months into consideration.

4.3.2.4 Automated decision-making process, including profiling

The company can process some of your data to take decisions based only on automated processing, including profiling. In particular, the company takes account of existing business (stipulation of other insurance contracts and liquidated claims) to propose/apply the most favourable tariffs to subsequent contracts. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from proposing the most favourable tariffs.

4.3.2.5 Legitimate interest

Similarly, the company processes your personal data for its legitimate interest when sending e-mails, which you do not reject, for the sale of company products and services similar to those you have already purchased and for which you gave your e-mail address.

5. Parties to which the data is advised or are aware of it

Your personal data relating to business/services activated may be advised to public institutions (Revenue Office) and supervisory bodies (IVASS). When processing personal data for the purposes shown above, we similarly make use of the work of external parties in the following categories:

- group companies;
- suppliers of IT and telematic services;
- companies managing payment systems;
- bodies managing national and international systems checking on insurance fraud;
- suppliers of paper document storage services;
- suppliers of electronic storage services;
- suppliers of commercial information;
- suppliers of logistics, transport, shipping and communication sorting services;
- companies and professionals carrying out credit recovery;
- companies and professionals providing legal consultancy;
- auditing companies.

If you have given consent relating to processing for promotions, your data shall similarly be advised to:

- companies specialised in marketing and commercial promotion;
- commercial partners.

These parties operate as independent data controllers except when they have been designated by the Company as data controllers within the scope of their functions. The list is constantly updated and can be consulted easily, free of charge, by writing to the references indicated above.

The personal data is processed by employees and other co-workers as authorised and appointed persons, also temporarily assigned to the relevant services of the Company.

6. Transfer abroad of personal data

In some cases, the Company may transfer personal data abroad, for example and legitimate interest, to our parent company in Germany. If the foreign countries are outside the EU, transfers are permitted for adequacy decisions issued by the EU Commission and also where there are international agreements, i.e. with the adoption of adequate guarantees of protection such as contractual clauses issued by the EU Commission. In the absence of such safeguards, transfers are still permitted if they are necessary for the performance of contractual obligations [Art. 49 paragraph 1 letter b) of the GDPR]. Further information can be requested from the references shown above. **This policy is subject to revision.** We inform you that the latest version is always available at the WEB address <https://www.ergoassicurazioneeviaggi.it/download/privacy>.

7. Rights of the person concerned

The persons to whom the personal data refers have the right, at any time, to obtain confirmation that the personal data concerning them is or is not being processed, to access such data and know its content and origin, check its precision or ask for it to be supplemented, updated or rectified. Further, the persons concerned have the right to ask for the cancellation, limitation of the processing, revocation of consent, transfer of the data and also complain to the supervisory authority and, in any case, oppose processing of the data for legitimate reasons. The rights of the person concerned can be exercised with the references given above.