

Important: the information contained in this English version of the Terms and Conditions is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions the Italian original version entitled "Condizioni di assicurazione di ERGO Reiseversicherung AG" shall prevail at all times.

# ERGO

Assicurazione Viaggi

**Policy No. 91360099-PV21**

Tariff Code IX0100

## STORNOHOTEL */formula partner/*

### Your insurance policy

The insurance cover is operative for the people listed in the insurance certificate and for the trips made in the areas set out by the specific tariff option of the company. This insurance policy shows all the insurance services set out for each type of cover as well as the insurance conditions valid in the sphere of the insurance contract and the necessary information for the user. The insurance contract is valid on the basis of the contractual clauses including the conditions of insurance and the information for the user.

ERGO Reiseversicherung AG



### Summary prospectus of the services included

#### Claims Notifications and Reimbursement Requests

Claims Call Center  
Mon-Fri. 9.00-20.00 Sat. 9.00-14.00  
**+39.02.00.62.02.61 – option 3**

#### Information on already open claims requests

Claims dept.  
Mon-Wed-Fri. 9.30-12.30 Tue-Thu 14.30-17.30  
**+39.02.00.62.02.61 – option 4**  
claims@ergoassicurazioneviaggi.it;  
PEC: ergoassicurazioneviaggi@legalmail.it

#### SUMMARY OF INSURANCE PACKAGE Stornohotel – formula partner

| COVERS                     | LIABILITY LIMITS | EXCESS/LIMITS  |
|----------------------------|------------------|--|
| Cancellation of hotel stay | € 8,000          | 0% in the event of death and hospital admission of more than 3 days, 10% in all other cases. |
| Interruption of hotel stay | € 8,000          | 0% in the event of death and hospital admission of more than 3 days, 10% in all other cases. |

#### Age limit:

The covers of the policy are available for people under 90 years of age.

#### Validity of the policy:

The insurance is only valid for stays in hotels in Italy identified in the booking confirmation document, and for a maximum duration of stay up to 30 days.

**ERGO Reiseversicherung AG, General Agent for Italy.** Tax code, VAT No. and enrolment in the Milan Businesses Register, No. 05856020960, REA 1854153. Register of Assurance and Re-insurance Companies set up at IVASS No. I.00071. Company authorised to exercise assurance in Italy in right of establishment pursuant to Art. 23 of Legislative Decree 209 of 7/9/2005 (IVASS Communication No. 5832 dated 27/9/2007).

## Definitions (Glossary)

The definitions are an integral part of the insurance policy and detail their meanings included in the policy conditions.

**Purchase of essential items:** this means the goods and items strictly necessary for the maintenance of adequate hygiene (e.g. toothbrush, toothpaste, shampoo and bath foam), dignified personal care (clothing), a sufficient level of health and safety (e.g. contact lenses or eyeglasses, and life-saving drugs).

**Africa:** all the countries of the African continent excluding the countries overlooking the Mediterranean Basin (see the 'Mediterranean Basin').

**Geographical area:** the area or country for which the Insured has booked the trip and for which the relative premium has been paid and from which he will return to Italy within the period booked.

**Insured:** the people indicated on the insurance certificate, with residence or domicile in Italy, whose interests are protected by the insurance.

**Insurance:** the insurance contract (see also '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.

**Mediterranean Basin:** all the countries overlooking the Mediterranean Sea (see also 'Europe and the Mediterranean Basin').

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

**Insurance Certificate (Policy):** the summary document proving the purchase of the insurance policy.

**Travelling companion:** the person travelling with the Insured covering the whole of the same journey and who may also be included on the same insurance certificate.

**Contracting party:** the individual or legal person who stipulates the insurance contract against payment of a premium.

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

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

**ERGO Assicurazione Viaggi:** the commercial brand of ERGO Reiseversicherung AG, General Representative for Italy

**Europe and Mediterranean Basin:** the geographic area extending from the Iberian peninsula to the Ural Mountains, including the Canary Islands, Madeira and the countries overlooking the Mediterranean Sea (Morocco, Algeria, Tunisia, Libya, Egypt, Cyprus, Israel, Lebanon, Syria and Turkey).

**Deductible:** 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.

**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.

**Accident:** the event due to fortuitous, violent and external reasons that produces physical objectively ascertainable injuries which result in death or permanent invalidity.

**Broker:** person or company authorised to distribute ERGO Assicurazione Viaggi policies who offers and issues policies in favour of the Contracting Party.

**Permanent invalidity:** the definitive total or partial loss of the general ability of the Insured to perform any work, irrespective of his profession, following an accident.

**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:** all the area of Italy including the Republic of San Marino and the Vatican City State.

**Illness:** any verifiable alteration of the state of health.

**Pre-existing illness:** a disease that is the direct expression of pathological conditions and / or relapsing or existing prior to signing the policy and/or that required treatment, diagnoses, hospitalization prior to the signing of the contract

**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 which, on the basis of the specific permits or concessions, connect two or more places continuously or periodically and not occasionally.

**World:** all the countries and related areas with the exclusion of the United States of America and Canada.

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

**Services:** the services supplied by the Company to the Insured through the Operational Centre in the event of an incident.

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

**Quarantine:** compulsory confinement designed 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 at intermediate stops is excluded from insurance cover

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

**Admission to hospital:** stay in a medical 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.

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

**Company:** the insurance company, i.e. ERGO Reiseversicherung AG, General Representative for Italy

**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:** stay or location resulting from the relative travel contract or document that sets out a movement from the place of residence.

## General Conditions of Insurance

The following general conditions apply for all the sections of the Travel Policy offered by ERGO Reiseversicherung AG.

### 1. People insured

The people insured are the physical people, aged less than 90, resident in the European Union and the EEA, indicated by name on the insurance certificate or those who are part of the group people described in the said insurance document.

However, for those who reach that age during the contract, the insurance will keep its validity until expiry of the policy.

### 2. Validity

The insurance is only valid for stays in hotels in Italy identified in the booking confirmation document.

### 3. Effective date and duration of the contract

The policy:

- a) must be stipulated within 48 hours from the booking of the stay;
- b) must be stipulated for the whole amount paid for the stay;
- c) is given for the specific stay indicated in the booking confirmation document;
- d) has temporal validity from the date of issue and payment of the premium until the end of the stay.

### 4. Premium

Pursuant to Art. 1901, sub-para. 1, of the Civil Code, the insurance is effective from midnight of the day the premium is paid, otherwise it is effective from midnight of the day of payment.

The date the incident occurs applies for the applicability of the cover.

If the premium is still unpaid when an incident occurs, the company is exonerated from the service where the failure to pay is due to the Contracting Party.

### 5. Exclusions

All indemnities, services, consequences and/or events directly or indirectly arising from the following are excluded from the insurance:

- a) Reasons or causes which have already occurred at the time the policy was taken out or which could reasonably have been foreseen, medical examinations which are objectively foreseeable and/or scheduled
- b) causes and events not adequately documented;
- c) unlawful conduct or malicious behaviour, whether effected or attempted by the Insured; suicide or attempted suicide;
- d) mental illnesses, states of anxiety, stress and depression, mental disorders in general and neuroses, and also Acquired Immune Deficiency Syndrome (AIDS); irrational fears or phobias (e.g. an act of war, popular uprising, act of terrorism and aeroplane crashes);
- e) pre-existing illnesses, i.e. chronic ongoing or congenital or genetic disorders or conditions, of which the Insured is aware at the time the policy is stipulated;

- f) intoxications, illnesses and accidents consequent on and arising from the abuse of alcohol and drugs, as well as the non-therapeutic use of hallucinogens and narcotics;
- g) Travel undertaken against medical advice and/or for the purpose of undergoing medical, surgical, aesthetic or rehabilitative treatment. Elimination or correction of physical defects or malformations that existed before the policy was taken out. Purchase of dental prostheses, orthopaedic or therapeutic devices
- h) Conditions on pregnancy beyond the 26th week of gestation, and the post-natal period. Threatened miscarriage in the event of negligence or wilful misconduct by the Insured;
- i) Illness and accidents arising from acts of daring or sports activities (purely by way of example those included in Group C and Group D below). Sports activities included in Group A and Group B below are covered only if carried out at amateur level, inside the indicated safety rules and prescriptions, and with the use of all prescribed safety equipment.
- Group A: athletics, gym activities, cycling, curling, hiking, trekking, jogging, ball games, beach games and camping activities, kayaking, swimming, orienteering, paddle surfing, fishing, snowshoe walking, running, segway driving, snorkeling, trekking under 2,000 meters of altitude and activities with similar characteristics.
- Group B: mountain biking, target shooting, skiing, snowboarding, cross-country skiing, jet skiing, snowmobile as a passenger, sled and bob if used within the skiable areas, alpine skiing with climbing up to the 3rd degree carried out in a group, indoor climbing, sailing, skating, river canoeing by the 3rd degree, Tibetan bridge, 4x4 routes as a passenger, survival, surfing and windsurfing, river trekking, trekking between 2,000 and 4,000 meters, towed sled from dogs, equestrian tourism, diving and underwater activities at less than 20 meters of depth (in the presence of the prescribed certification or with the assistance of a qualified instructor) and activities with similar characteristics.
- Group C: heavy athletics, canyoning, horseback riding, sport climbing, diving and diving activities at more than 20 meters deep (in the presence of the prescribed ability or with the assistance of a qualified instructor), river canoeing beyond the 3rd degree, climbing sports, fencing, caving at less than 150 meters deep, skiing, climbing on "via ferratas", acrobatic and extreme skiing, off-piste skiing, ski mountaineering, bob, freestyle skiing, jumping from the trampoline, fly surfing, hydrobob, hydrospeed, kitesurfing, canoeing, quads, descent of rapids of water courses (rafting), abseiling, jumps in the void (bungee jumping) and activities with similar characteristics.
- Group D: activities developed at more than 4,000 meters of altitude, martial arts, ascents or aeronautical routes, sledding and bob if used outside the skiable areas and on the appropriate tracks, boxing, speed or resistance races, American football, cycling on the track, road cycling, cyclocross, wrestling sports, motorcycle sports, mountaineering with climbing up to the 3rd degree carried out individually and in addition to the 3rd degree carried out in groups, classic climbing, ice climbing, cave diving, speleology over 150 meters of depth, caving in virgin abysses, motorboat, polo, rugby, trial, skeleton, air sports in general (parachuting, paragliding, hang-gliding), driving sleds, snowmobiles and jet skis. Accidents suffered as a result of sports activities carried out professionally, as an amateur or relevant to taking part in competitions;
- j) acts of daring as well as all accidents suffered as a result of sports activities carried out professionally;
- k) the practice of hunting; possession of arms and ammunition, although having the appropriate licences and permits;
- l) trips undertaken in countries subject to embargoes or international sanctions or areas where the Foreign Ministry does not advise travelling; extreme journeys to remote areas that can only be reached using special means of transport or where situations of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power persist;
- m) acts of sabotage, vandalism or terrorism in general, including the use of any type of nuclear or chemical device.
- n) events arising from phenomena of transmutation of the atom, ionising radiation or radioactive contamination or chemical-biological or bacteriological contamination, pollution of the air, water, soil or subsoil or from any environmental damage;
- o) natural catastrophes and other upheavals of nature;
- p) strikes and related events;
- q) Bankruptcy, insolvency or state of crisis of the Carrier, travel agency, Tour Operator or one of the providers of the booked services;
- r) Mistakes related to the booking
- s) Driving vehicles for which a licence for a category higher than B is required and motorboats for private use;
- t) Claims occurring while the Insured is in, boarding or leaving any aircraft, except as a paying passenger in an aircraft with a regular passenger transport licence;
- u) Any pandemic disease (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 civilian population.
- v) **6. Delimitations and legal effects and Indemnity**
- a) Wilful misconduct and gross negligence of the Insured: the company is not required to compensate for incidents caused by the wilful misconduct or gross negligence of the Contracting Party and the Insured, as set out by Art. 1900, sub-para. 1, of the Civil Code.
- b) If the Insured does not use one or more services and/or guarantees, the company is not required to give an alternative indemnity or services of any kind by way of compensation.
- c) The company cannot be held responsible for:
  - delays or impediments in the performance of the services agreed due to force majeure or provisions of the local, national or foreign authorities;

## **7. Underwriting limits**

The signature of more than one policy with the Company specifications covering the same risk in order to raise the insured capitals of the specific guarantees of the products or to extend the period of cover of a risk (trip) already in progress is not permitted.

## **8. Reporting the incident and subsequent obligations of the Insured**

In the event of an incident, the Insured must give telephonic and written notice to the company in accordance with the methods set out in this contract. Further, s/he must do everything within his/her power to prevent/reduce the damage, pursuant to Art. 1914, sub-para 1, of the Civil Code. The Insured recognises his/her obligations as indicated in the Section on the Obligations of the Insured.

## **9. Right of recourse**

The company has the right of subrogation with reference to the third parties responsible, pursuant to Art. 1916 of the Civil Code.

## **10. Increase/Reduction of the risk**

The Contracting Party/Insured must notify the company in writing of any increase in the risk. Increases in the risk not notified or not specifically accepted by the Company may lead to the total or partial loss of the right to services, and also the termination of the guarantees set out in the policy, pursuant to Art. 1898 of the Civil Code.

## **11. Statements relating to the circumstances of the risk**

Inexact or reticent statements of the Contracting Party or Insured in relation to the circumstances affecting the assessment of the risk may lead to the total or partial loss of the right to assistance or indemnity, where provided for, and also the termination of the insurance pursuant to Arts. 1892, 1893 and 1894 of the Civil Code.

### **'War Zones' clause - Reduction of the Liability Limits, Accumulation Limits and Duties of the Insured:**

If the Insured's place of destination is subject to sudden episodes of armed conflict, hostilities, war, civil war, rebellion, revolution, insurrection and riots, martial law and usurpation of power although occurring suddenly after stipulation of the policy by the Contracting Party/Insured, following the increase in the risk:

- c) the liability limits of the different services will be reduced as follows for events correlated to the aforementioned episodes:
- Assistance: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
  - Medical expenses: up to a maximum of € 5,000, unless a lower liability limit is already set out in normal situations;
  - Injuries: up to a maximum of € 10,000, unless a lower liability limit is already set out in normal situations;
  - Civil Liability: up to a maximum of € 10,000, unless a lower liability limit is already set out in normal situations;
  - Baggage: up to a maximum of € 300, unless a lower liability limit is already set out in normal situations.
- In addition, an accumulation is instituted for increase in the risk of € 50,000 per event; if the capitals insured overall exceed the above amounts, the indemnities due will be reduced proportionally on the individual contracts signed until their sum does not exceed what would be due on the basis of the limits allowed in this paragraph.
- d) If the Insured has already departed, he must contact the Company immediately and arrange to leave the country within 10 days of the date of declaration of the 'area of conflict'. This policy shall terminate beyond that 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. Statements on the circumstances of the risk**

Incorrect statements or reticence on the part of the Policyholder or the Insured, relating to circumstances that affect the assessment of the risk, may result in the total or partial loss of the right to assistance or compensation, where applicable, as well as the termination of the insurance pursuant to articles 1892, 1893 and 1894 of the Italian Civil Code.

## **12. Limitation period**

The right to payment of the instalments of the premium is limited to two years from the individual due dates (1882 et seq.). The other rights, pursuant to Art. 2952 of the Civil Code, arising from the insurance contract (1882 et seq.) are limited to two years from the day on which the fact occurred on which the right to assistance and/or indemnity is founded.

In civil liability insurance, the annual term is effective from the day on which the damaged third party asked the Insured for compensation or moved legal action against him.

### **13. Amendments to the insurance, special clauses or agreements. Form of the Insured's notifications**

Any amendments to the insurance must be approved in writing. All the notifications that the Insured is required to make must be sent to the company by registered letter with advice of receipt.

### **14. Other insurances**

The Insured must notify the company in writing of the existence and subsequent signature of other insurances for the same risk. In the event of an incident, the Insured:

- c) must notify all the insurers, indicating the name of the others to each one, pursuant to Article 1910 of the Civil Code;
- d) undertakes to ask for indemnity from the other insurers, first of all, it being understood that the company will intervene, if necessary, to integrate the amount received beforehand from the other insurers.

### **15. Operation of the insurance**

The insurance operates as second risk in the event that the Insured has another/other insurance/s covering the same risk. In cases where the insurance operates as second risk, it covers that part of the damage and compensation or reimbursement that does not fall within the maximum limits established by any other existing policies, up to the extent of the maximum limit set out in the Policy Conditions of the company.

### **16. Tax regime**

The tax rates in accordance with the law in force are applied, where due, to this insurance contract.

### **17. Applicable law and reference to the law**

This insurance is governed by Italian law. The rules of law apply for anything that is not otherwise regulated here. All disputes relating to this contract are subject to Italian jurisdiction.

### **18. Complaints about the contract** (For further details on the procedures please refer to [www.ergoassicurazioneviaggi.it](http://www.ergoassicurazioneviaggi.it) - Contact section)

Complaints concerning the management of the contractual relationship, particularly in terms of the attribution of liability, the effectiveness of the service, and the quantification and disbursement of the sums due to the entitled party, must be addressed in writing directly to ERGO Assicurazione Via Pola, 9 - 20124 Milan, Italy - attn. Complaints Office, E-mail: [reclami@ergoassicurazioneviaggi.it](mailto:reclami@ergoassicurazioneviaggi.it), PEC [ergoassicurazioneviaggi@legalmail.it](mailto:ergoassicurazioneviaggi@legalmail.it), fax +39.02.76416862. If the complainant is not satisfied with the outcome of the complaint or in the absence of a reply within 45 days, he or she may apply to IVASS - Servizio Tutela degli utenti - Via del Quirinale, 21 - 00187 Rome - telephone 06.42.133.1, together with the documentation relating to the complaint handled by the Company. In relation to disputes concerning the quantification of damages and the attribution of responsibility, it should be noted that the exclusive jurisdiction of the Judicial Authority remains, in addition to the right to resort to conciliation systems where they exist.

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## **Special conditions**

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**PLEASE NOTE: For subscriptions within 48 hours from the booking of the stay, when issuing the Certificate of Insurance, the Company accepts the self-declaration by the Policyholder, except then, in case of accident, to request the documentation proving the date of conclusion of the contract and the booking or payment.**

Special conditions

### **SECTION A – CANCELLATION OF STAY**

#### **1. Subject of the insurance**

Following the waiver of the hotel reservation, the Company will reimburse, within the limits provided for in the Table of Insured Capital below, subject to exclusions and limitations and net of overdrafts or deductibles indicated in the policy, the deposit or any penalty provided for in the contract in the event of cancellation of the same by the participants, paid by the Insured in accordance with the Booking Conditions and resulting from the booking documents and the penalty regulations communicated at the time of booking by the service provider.

The cancellation must be the consequence of involuntary circumstances, unforeseeable and unknown at the time of signing the policy, which directly affect the Insured and are determined by the reasons listed in the table below (so-called "insured events").

- Illness, injury or death of the Insured Party, a family member, the co-owner of the business activity or the sole Travel Companion
- Dismissal, redundancy or mobility fund, new employment of the Insured Party, a family member if a Travel Companion or the only Travel Companion
- Appointment or summons of the Insured Party, a family member if a Travel Companion or the only Travel Companion to a Juror, Witness or Popular Judge before the Court, notified to the Insured Party after the issue of the policy
- Material damage to the home or business premises of the Insured Party or of the only Traveling Companion, of an extraordinary and unpredictable nature that requires the presence of the Interested Party
- Theft of identity documents necessary for the expatriation of the Insured Party, a family member if a Traveling Companion or the only Travel Companion (for events occurring in the 5 days prior to the departure date)
- Unable to reach the place of stay, from the place of residence, due to accident or breakdown of the insured person's means of transport during the journey
- Variation in the dates of university exams, public competitions, professional qualification exams of the Insured or family member travelling or the only travelling companion.
- 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.

#### **2 - Operativity and Commencement**

2.1 - The Travel Cancellation Guarantee starts from the moment the policy is issued and is valid until the day of departure included, or the use of the first contractually agreed service or, in any case, on reaching the place of stay;

2.2 - The guarantee is valid only if the policy has been issued

(a) to guarantee the total cost of the journey

(b) within 48hours after booking/documentated confirmation of services

#### **3 - Insured capital and liquidation criteria**

3.1 - It is allowed to insure bookings of a maximum value of € 8,000 per person.

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

If the insured capital is lower than the price of the trip (so-called under-insured trip or partial insurance), in the event of an indemnifiable claim, the Company, in accordance with art. 1907 of the Italian Civil Code, will pay a proportionally reduced amount, with subsequent deduction of the overdraft.

#### **3. 2 - Deductions and overdrafts**

Upon liquidation, the Company applies the following overdrafts:

- without overdraft in case of death or hospitalization exceeding 3 days.
- with an overdraft of 10% to be paid by the Insured in all other cases.

#### **4. Specific exclusions supplementing the general exclusions**

The Company does not recognize compensation for:

- Any cause that led to the waiver of the trip, which occurred prior to the time of hotel reservation and / or at the time of signing the policy, or which could reasonably be expected;
- Pathologies of pregnancy, if the pregnancy arose before the date of booking the trip or rental;
- Dismissal for "just cause";
- Theft of documents necessary for expatriation, if it occurred more than 5 days before departure;
- Professional reasons, except as provided in Article 1 of this Section;
- Decision of the insured not to travel
- management costs, registration fees or other miscellaneous charges that may be charged.

**5. Limitations**

5.1 - If the Insured Party is enrolled on the same trip with two or more persons, not family members, or with a pre-established group or with other family units, in the event of cancellation, the guarantee is understood to apply not only to the Insured Party directly involved in the event, but also to his family members or "one" of his travel companions;

5.2 - If the insured capital is lower than the price of the trip (so-called under-insured trip or partial insurance), in the event of an indemnifiable claim, the Company, pursuant to art. 1907 of the Italian Civil Code, will pay a proportionally reduced amount, with subsequent deduction of the overdraft.

5.3 - The indemnity due to the Insured is equal to the withdrawal fee calculated on the date on which the event occurred, or the occurrence of the circumstances that led to the inability to undertake the trip (art. 1914 of the Italian Civil Code). Any higher withdrawal fee charged to the Insured as a result of a delay in communicating the cancellation of the trip to the Organizer or supplier of the booked service will remain the responsibility of the Insured.

5.4 - The policy is valid for only one request for reimbursement, upon the occurrence of which it lapses. In the event of cancellation of the trip by only one part of the Insured, all the policy guarantees remain operative for the remaining Insured.

5.5 - In the event of cancellation of the trip due to illness or accident, the company's fiduciary doctors are entitled to carry out a medical check-up. The Insured must allow the Company to carry out the investigations and assessments necessary for the settlement of the claim and produce to the same all the documentation relative to the specific case, freeing the Doctors who have visited or taken care of him from professional secrecy for this purpose. Failure to fulfil these obligations may result in the partial or total loss of the right to compensation.

In the event that the Company's medical trustee verifies that the condition of the person whose medical condition is at the origin of the waiver is not such as to prevent the Insured from participating in the trip, or the Insured does not allow the Company to verify the health condition of such person, the Company reserves the right to refuse reimbursement or apply a further overdraft of 30% to be calculated on the indemnifiable amount.

**6 - Obligations of the Insured Party in case of accident**

The Insured, upon occurrence of the event, is obliged:

- To cancel the reservation at the hotel as soon as possible in order to minimize cancellation fees,
- To notify the Company of the claim within 48 hours, as indicated in section C - Obligations of the insured party below

**Interruption of Stay****1 - Subject of the insurance**

The Company shall reimburse, within the limits set out in the Insured Capital Table below, the pro-rata of the unused stay from the date of return home, following the interruption of the booked stay which is the result of involuntary and unforeseeable circumstances at the time of signing the policy, as determined by:

- Illness, injury or death of the Insured Party, a family member, the co-owner of the business activity or the sole Travel Companion
- Dismissal, redundancy or mobility fund, new employment of the Insured Party, a family member if a Travel Companion or the only Travel Companion
- Appointment or summons of the Insured Party, a family member if a Traveling Companion or the only Traveling Companion to Juror, Witness or Popular Judge before the Court
- Material damage to the home of the Insured Party or of the only Traveling Companion, of an extraordinary and unpredictable nature that requires the presence of the Interested Party
- Variation in the dates of university exams, public competitions, professional qualification exams of the Insured or family member travelling or the only travelling companion.

**2 - Validity and operability of the warranty**

2.1 - the Travel Interruption Guarantee begins on the day following the date of departure or in any case from the use of the first service, and ends on the day of return or in any case on return to the home.

2.2 - It is permitted to insure bookings of a maximum value of € 8,000 per person.

**3 - Liquidation criteria**

3.1 - The Company shall indemnify the Insured Party who has to interrupt the stay for one of the events indicated below on condition that

- the event was unforeseeable at the time of booking the stay

- the interruption is determined by this event

- it is objectively impossible for the insured person to continue the stay

3.2 - The Company shall reimburse the pro-rata of the unused stay according to the Table of Insured Capital referred to in art. 1 above (excluding travel documents and practical management and insurance costs) from the date of return. For the purpose of calculating the fee, it is specified that the day on which the return is made and the day initially planned for the return are considered as a single day.

The Company indemnifies the days of stay on a pro rata temporis basis as follows:

- In the event of death or hospitalization for more than 2 days of the Insured Party, a family member, the only Traveling Companion or the co-owner of the business activity in total form
- In all other cases 75% of the amount due

3.3 - The Company shall reimburse the amount contractually due to the insured if already paid, or shall proceed with direct payment to the hotel if the amount is due but not yet paid, upon presentation of a regular penalty statement by the hotel itself.

3.4 - The Company will indemnify, on the basis of the criteria set out in point 3.2 above, the Insured and, provided they are insured and registered on the same file, their family members or (alternatively) only one of their travelling companions.

3.5 If the insured capital is lower than the price of the trip, in the event of a claim eligible for indemnification, the Company, pursuant to art. 1907 of the Italian Civil Code, will pay a proportionally reduced amount with subsequent deduction of the overdraft.

3.6 If the insured person is simultaneously enrolled on a trip with his family members and/or other persons, the cover shall be deemed to apply, in addition to the insured person directly involved in the event and his family members, or for only one of the travel companions, provided that they are also insured.

**4. Specific exclusions (in addition to the exclusions common to all guarantees)**

The Company does not recognize compensation for:

- Any cause that led to the interruption of the trip, which occurred prior to the time of hotel reservation and / or at the time of signing the policy, or which could reasonably be expected;

- Intentional acts and any foreseeable, pre-existing and avoidable fact or circumstance

- Pathologies of pregnancy, if the pregnancy arose before the date of booking the trip or rental;

- Problems resulting from vaccinations

- Interruption of the trip due to medical reasons, if the doctor designated by the company does not confirm the necessity of the return journey

- Dismissal for "just cause."

- Professional reasons, except as provided for in Article 1 of this paragraph;

- Decision of the insured to interrupt the trip for reasons other than those indicated in Article 1 above.

- Interruption of the trip as a result of riots, strikes, lockouts, blockades, governmental actions of any country, regardless of whether such events occur in any country or not.

- Interruption of the trip due to telluric, terrorist, sociopolitical, meteorological, natural or epidemic events, or the danger of such events occurring.

- Requests in the absence of the original documentation of the costs incurred

- Incomplete or missing travel documentation or lack of identity documents

- Fees and charges for booked services

For everything not specified, reference is made to the Common Exclusions to all guarantees.

**5 - Obligations of the Insured Party in the event of an accident**

The Insured, upon occurrence of the event, shall:

- notify the Company of the claim within 48 hours of the interruption of the stay.

- follow the instructions in section C below - Obligations of the insured person

**Section C - Obligations of the Insured Person**

The Insured, on the occurrence of the event that causes the cancellation/interruption of the trip, is obliged:

**C.1 - In the event of Cancellation of the stay,**

- to cancel the booked trip as soon as possible in order to minimize cancellation fees
- to report the claim to the Company within 48 hours of the event by contacting the Claims Call Center on +39 02 0062 0261: or specifying the circumstances of the event, and - if this is medical - the address where the person whose pathology is the cause of the waiver can be found;
- o indicating the number of this policy;
- o providing the personal details, tax code and address of the recipient of the payment.
- to transmit, even at a later date:
  - o medical records, in case of withdrawal following hospitalization;
  - o certification of the relationship of kinship existing between the Insured and any other person who has determined the waiver of the trip;
  - o copy of the travel contract and/or the Carrier's booking confirmation (with details of the additional and optional items making up the cost incurred for the ticketing);
  - o copy of the penalty statement issued by the travel organiser and/or the Carrier;
  - o bank details (name and address of the Bank, IBAN code, SWIFT code in case of foreign account and name of the account holder if different from the holder of the file.

**C.2 - In the event Interruption of the stay:**

- Open the claim by contacting the Claims Call Center on +39 02 0062 0261 within 48 hours of the interruption of the trip

For both options described above:

- At the opening of the claim, a confirmation email will be sent with the open claim number, the documents necessary for the handling of the claim and a form to be completed in its entirety.
- 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 of receipt of the form by the Insured Party.

The Insured person must also:

- guarantee the Company the right to request further documentation, committing itself now to its timely dispatch, and to proceed with further investigations.
  - release from professional secrecy, towards the Company, the doctors who examined him/her before and after the accident.
- 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 art. 1915 of the Italian Civil Code.

In addition:

- Any expenses for the search and estimate of the damage shall be borne by the Insured.
- For the estimate of the reimbursement, made in Italy and with currency in Euro, reference is made to the Policy Conditions.

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**Information on Privacy**

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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](mailto: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. Promotional contacts will be activated by our Company only in the case of a contracting individual who has expressed positive consent to the relevant type of promotional activity (direct marketing, third-party marketing, resulting from profiling).

**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.ergoassicurazioneviaggi.it](http://www.ergoassicurazioneviaggi.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. Further information on these guarantees can be requested from the references shown above.

### 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.