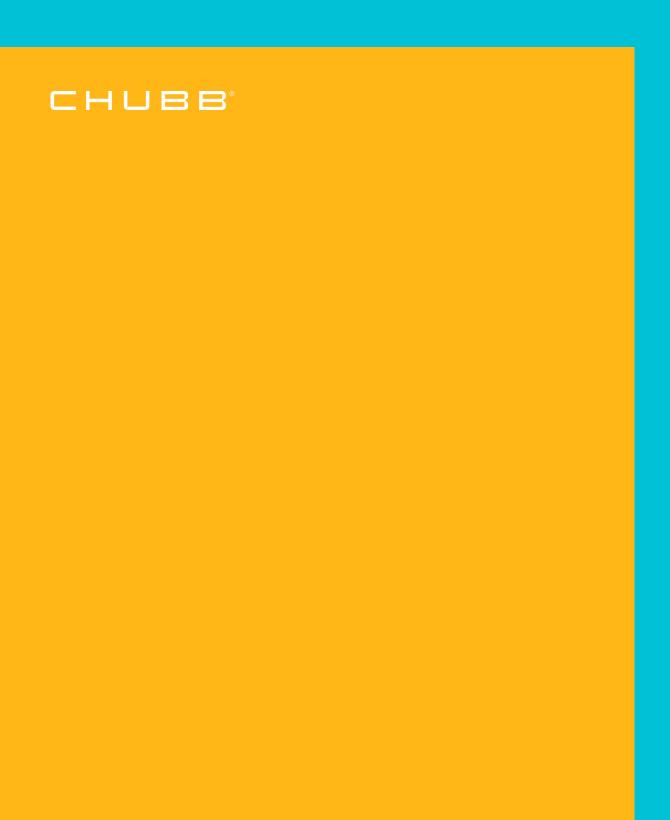
Travel Insurance Insurance Terms & Conditions

Last update: v. 12/2023



CHUBB

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Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess ¹
1. Cancellation	Flight Cost ² plus up to €500 for unused travel costs	X
2. Curtailment	up to €500	✓

 $^{^1}$ A $\mathfrak{C}50$ excess applies to each benefit section per person as highlighted in the table above.

The table above shows the maximum amounts that are covered under the Policy per Person Insured.

 $^{^{\}rm 2}$ Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.



Important Information

Important Phone Numbers

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them if **You** need to make a **Claim** or if **You** have any questions about the insurance cover.

Chubb Claims

To make a claim please contact Chubb Use the Claims Portal found <u>here</u>. Claims on telephone: +39 023 600 56 36 (Monday - Friday, from 8.30 to 18.00) Email: <u>chubb.denunce.tpa@chubb.com</u>

Chubb Customer Service

If you have any questions about the insurance cover, contact our Customer Service team on: +39 023 600 56 36 (Monday - Friday 9.00-18:00)
Email: travel.en@chubb.com

How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 12 in this Policy Wording.

How to Cancel

Guidance on how to cancel this Policy is detailed on page 15 in this Policy Wording.

General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 10 to 11 and 14 to 16 in this Policy Wording.

Persons Covered

All **Persons Insured** on this policy must be:

- permanently resident in **Italy** and be in **Italy** at the time of purchasing this policy; and
- 64 years of age or under at the time of purchasing this Policy.

Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 17 in this Policy Wording.

Trips Covered

The Plan Type **You** have chosen, Round Trip or One Way Trip, is shown on the Certificate of Insurance.

- Round Trip
 A Trip (of at least 1 night duration)
 during the Period of Insurance that
 takes place entirely within the Area of
 Travel stated in the Certificate of
 Insurance.
- One Way Trip
 A Trip during the Period of
 Insurance that takes place entirely
 within the Area of Travel stated in the
 Certificate of Insurance but has no
 scheduled return date.

Trips Not Covered

We will not cover any Trip

- which involves travel for study purposes;
- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- which involves **You** travelling on a **Cruise**;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the **Period of Insurance** if later), **You** or **Your Travelling Companion** are aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a **Claim** under this policy;
- involving travel to areas where, at the time of departure, a prohibition or limitation (even temporary) - issued by a public authority of competence and or by Ministry of Foreign Affairs - was



applicable. For this purpose, please check for any applicable warnings to **Your** trip destination on www.viaggiaresicuri.it/paesi.

• within 50 kilometeres from your **Home**.

The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 3 in this Policy Wording.

When You Are Covered

- begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You** start **Your Trip**.
- Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

When Cover Will End Automatically

- Round Trip
 All cover will end when the **Period of**
 Insurance ends.
- One Way Trip
 All cover will end 24 hours after You start Your Trip.

Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any Public
 Transport in which You are booked
 to travel as a ticket-holding passenger
 is unexpectedly delayed, cancelled or
 Curtailed because of Adverse
 Weather, industrial action, or
 mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if You cannot return home Due To:
 - You being injured or becoming ill or being quarantined during a Trip
 - You being required to stay on medical advice with another
 Person Insured named on

Your Certificate of Insurance who is injured or becomes ill or is quarantined during a **Trip**.



Section 1 – Cancellation

What is covered

We will refund Your unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting Your Trip), which You have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a Trip Due

- You or Your Travelling Companion(s)
 - A. dying; or
 - B. suffering serious injury; or
 - C. suffering sudden or serious illness; or
 - suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
 - E. being compulsorily quarantined on the orders of a treating **Doctor**;
 provided that such cancellation is

provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.

- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Trip:
 - A. dying; or
 - B. suffering serious injury; or
 - C. suffering sudden or serious illness; or
 - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or

- provided that such reasons for cancellation are confirmed by a **Doctor**.
- the police requiring You or Your Travelling Companion's presence following a burglary or attempted

burglary at **Your** or **Your Travelling Companion's** home.

- serious fire storm or flood damage to Your or Your Travelling Companion's home, provided that such damage occurs within the 7 days immediately prior to commencement of Your Trip.
- the compulsory jury service or subpoena of You or Your Travelling Companion
- 6. You or Your Travelling
 Companion being made redundant
 and having registered as unemployed.

What is not covered

1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **Your** having to cancel **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom Your Trip depends for which they are being prescribed regular medication by a Doctor at the date Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- C. any heart-related condition or any type of cancer affecting any



person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;

- D. jury service or subpoena if You or Your Travelling
 Companion are called as an expert witness or where Your or their occupation would normally require a Court attendance;
- E. redundancy where **You** or **Your** Travelling Companion:
 - i) were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked:
 - are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
 - iii) are self-employed or a contract worker;
- F. any adverse financial situation causing You to cancel Your
 Trip, other than reasons stated within the section
 'What is covered'.
- G. You or Your Travelling
 Companion(s) deciding that
 You do not want to travel, unless
 that reason for not traveling is
 stated within the section
 'What is covered'.
- H. The failure to obtain the necessary passport, visa or permit for **Your Trip**.
- 2. Any loss, charge or expense **Due To**:
 - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - B. prohibitive regulations by the government of any country.
- Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points

scheme, or any **Claim** for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.



Section 2 – Curtailment

What is covered

We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Trip**), which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **Italy**;

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail** a **Trip Due To**:

1. You, Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by

confirmed as medically necessary by the treating **Doctor**.

- Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Trip:
 - A. dying; or
 - B. suffering serious injury; or
 - C. suffering sudden or serious illness; or
 - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a

- Qualified Medical Practitioner who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 3. The police requiring **You** or **Your Travelling Companion's** presence
 following a burglary or attempted
 burglary at **Your** or **Your Travelling Companion's** home.
- Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

What is not covered

Any **Claim Due To**

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **Your** having to **Curtail Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Trip**;
- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to Curtail Your Trip;



- D. any adverse financial situation causing **You** to **Curtail Your Trip**;
- E. You or Your Travelling Companion(s) deciding that You do not want to remain on Your Trip.
- 2. Any loss, charge or expense **Due To**:
 - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to **Curtail** a booking;
 - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 5. The Excess.



General Exclusions

Exclusions that apply to the whole Policy.

We shall not be required to provide coverage or will be obliged to pay any compensation or pay any benefit under this policy if the provision of such coverage, the payment of such compensation or recognition of such benefit would expose Us to penalties, prohibitions or restrictions provided for by the United Nations resolutions or trade and economic sanctions provided for by the laws or regulations of the European Union and individual countries that are part, of the United States of America or conventions international.

Applicable to US Persons only: Policy cover for a **Trip** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any Claim from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the Claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

You should contact Us on +39 023 600 56 36 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, Italy, United Kingdom, or United States of America.

We will not be liable to make any payment under this Policy where:

1. Persons Covered

You do not meet the criteria detailed under Important Information on page 4 of this Policy.

2. Children travelling alone

You are a **Child** travelling or booked to travel without an adult **Person Insured** named in the Policy Schedule.

3. Trip not covered

Your Trip is described under "**Trips** Not Covered", on page 4 of this Policy.

4. any Claim is Due To:

- A. Not taking medication or treatment a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.
- B. Tropical disease where
 not vaccinated
 a tropical disease where the
 Person Insured has not had
 the vaccinations or taken the
 medication recommended by the
 Italian Department of Health or
 required by the authorities in the
 country being visited, unless they
 have written confirmation from a
 Doctor that they should not be
 vaccinated or take the
 medication,
 on medical grounds.
- C. **Anxiety state or phobia** a **Person Insured** suffering from any travel-related anxiety state, or phobia.

D. Currency

Currency exchange, including but not limited to any loss of value or currency conversion fees.

E. Illegal Acts
Any illegal act by You.

F. Alcohol/drugs

i) Alcohol

You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trips, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a **Doctor** has caused or contributed to the bodily injury).



ii) Drugs

You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.

G. Suicide/self-injury

- Your suicide, attempted suicide or deliberate selfinflicted injury regardless of the state of Your mental health; or
- ii) Your needless selfexposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

H. Radiation

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

I. Sonic waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

J. War

War or any act of War whether War is declared or not.

K. Financial Failure

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.



Making a Claim

Conditions that apply to the whole Policy.

You must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

We can be contacted from Monday to Friday, from 8.30 to 18.00.

 $Email: \underline{chubb.denunce.tpa@chubb.com}$

Tel: +39 023 600 56 36

Use the Claims Portal found <u>here</u>.

Claim Conditions

Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit of this Policy.

Recovery Rights

We have recovery rights, up to the sum settled, in all rights and actions that the Insured and/or Policyholder may have with respect to those liable for the damage. Pursuant to article 1916 of the Italian Civil Code, except in the case of wilful intent, there is no subrogation if the damage is caused by the insured's children, ascendants, other relatives or in-laws permanently living in the same household as the insured or by household staff. The insured is liable with respect to the insurer for the harm caused to the right of subrogation.

Complying with Special Conditions

You must comply with the Special Conditions detailed in the relevant Section of this Policy.

Supplying Details & Documents

You must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed

by a **Doctor**, police reports and other reports.

Your Duty to Avoid or Minimise a Claim

You and each Person Insured must take ordinary and reasonable care to safeguard against Loss, damage, Accident, injury or illness as though You were not insured. If We believe You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition.

Protecting Property

You must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

Sending Us Legal Documents

You must send Us any original writ, summons, legal process or other correspondence received in connection with a Claim immediately when it is received and without answering it.

Things You Must Not Do

You must not do the following without **Our** written agreement:

- 1. admit liability, or offer or promise to make any payment; or
- sell or otherwise dispose of any item or property for which a **Claim** is being made.



Recognising Insurer Rights

You and each Person Insured must recognise Our right to:

- choose either to pay the amount of a Claim (less any Excess and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, Lost or stolen;
- 2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
- 3. take over and deal with the defence or settlement of any Claim in Your name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to Us;
- 4. settle all **Claims** in euro;
- 5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
- 6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
- request and carry out a medical examination and insist on a postmortem examination, if the law allows Us to ask for one, at Our expense.

Fraudulent Claims

We will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

Paying Claims

All Claims

- A. If You are 18 years or over, We will pay the Claim to You and Your receipt shall be a full discharge of all liability by Us in respect of the Claim.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances we will pay the appropriate benefit amount to Your Parent or Legal Guardian for Your benefit. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.



General Conditions

Conditions that apply to the whole Policy.

Subscription limits

It is not permitted to take out multiple **Chubb** policies to cover the same risk, in order to increase the insured capital and/or extend the duration of the coverage.

Exclusion of alternative compensation

If the Insured does not take advantage of one or more benefits/coverage options, **Chubb** is not required to provide alternative benefits/compensation of any nature as compensation.

Other insurance

If multiple insurance policies have been taken out from different insurers to cover the same risk, the **Insured** is required to notify each insurer of this. If the Insured wilfully fails to make the notification specified above, the insurers are not required to pay the compensation provided under the policy. In the case of a Claim, the **Insured** must notify all insurers of it under article 1913 of the Italian Civil Code, indicating to each the name of the others. The **Insured** may request the compensation due from each insurer in accordance with the respective contract, provided the total sums collected do not exceed the amount of the damage. The insurer that paid has the right of recourse with respect to the others for the proportional allocation on the basis of the compensation due in accordance with the respective contracts. If an insurer is insolvent, its share is divided amongst the other insurers. The Insured must also provide the Company with all documentation needed for the required investigations and checks.

Legal references

For all matters not governed otherwise herein, legal regulations in force shall apply.

Disputes

In the event of disagreement regarding the nature and consequences of the accident (or the illness), the Parties are required to grant a mandate, by private agreement, to a

Committee of three doctors to decide on the matter in accordance with and within the limits of the Insurance Terms and Conditions. The Committee's decisions are taken by majority vote, with dispensation from all legal formalities. The proposal to call the Committee of doctors must be made by the Insured or its assignees, and must be prepared in writing with an indication of the name of the designated doctor, after which the Company will notify the Insured of the name of the doctor which it in turn designates. The third doctor is selected by the Parties out of a group of three doctors proposed by the first two; in the event of disagreement, the Secretary of the Medical Association with jurisdiction in the location where the Committee of doctors is to meet will select him or her. After appointing the third doctor, the Company calls the Committee and invites the Insured to come in person. The Committee of Doctors is located in the Municipality, location of the Institute of Forensic Medicine, closest to the place of residence of the Insured. Each of the Parties incurs its own expenses, contributing half to the expenses and fees of the third doctor. The decision of the Committee of doctors is binding for the Parties even if one of the doctors refuses to sign the relative report.

Court with jurisdiction

For any dispute deriving from the application or interpretation of this Policy, the court with jurisdiction is that of the place of residence or the elected domicile of the **Insured** or the Policyholder.

Tax costs

Tax costs relating to the Insurance are borne by the Policyholder. The taxes specified in the Certificate of Insurance are calculated based on the rate in force for the ministerial class at the moment of acquisition.

Limitation

All rights with respect to **Chubb** will become void within two years from the date of the **Loss** which gave rise to the right to the Benefit/Coverage in compliance with the provisions of art. 2952 of the Italian Civil Code. In Civil Liability insurance, this period of time begins on the day on which the third party requested compensation



from or lodged an action against the **Insured**. Pursuant to art. 1915 of the Italian Civil Code, the **Insured** who wilfully does not fulfil the obligation of notification loses the right to compensation. In the case of negligent failure to fulfil that obligation, the Insurer is entitled to reduce the compensation based on the harm suffered.

Right of withdrawal

The Policyholder is entitled to withdraw unilaterally, without having to provide a reason, within no more than 14 (fourteen) days of the date of acquisition of the policy, provided the trip has not started, by disclosing its decision to withdraw using one of the following methods:

Email: <u>travel.en@chubb.com</u> Tel: +39 023 600 56 36

In the case of withdrawal, the policy premium will be returned to the Policyholder with no application of any penalty.

We will not pay **You** a refund of any premium **You** have paid after abovementioned limit.

Cancelling Your Policy

If **We** want to cancel **Your** Policy **We** can cancel this Policy by giving **You** 30 days written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current

Policy language

Period of Insurance.

When the conditions of this policy or an extract of them are communicated in a language other than Italian, the version in Italian shall prevail.

Contract

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

Compliance with Policy Requirements

You (and where relevant **Your** representatives), shall comply with all

applicable terms and conditions specified in this Policy. If **You** do not comply, **We** will only pay that part of any **Claim** that **We** would have had to pay if You had complied in full.

Changing Your Policy

- If You want to change Your Policy
 If any of the information You have
 given Us changes You must telephone
 (and confirm in writing if We request
 You to do so), email or write to Us
 using contact details specified in this
 document.
- 2. If We want to change Your Policy We reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens We will write to You with details at least 30 days before We make any changes. You will then have the option to continue with or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Certificate of Insurance is issued to **You** by **Us**.

Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

Bank Charges

We shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

Complaints

Any complaints regarding the contractual relationship or claims management should be sent to:

Email: <u>ufficio.reclami@chubb.com</u> Tel: +39 023 600 56 36

If the party concerned is unsatisfied with the result of the complaint or if no reply is received within a maximum of 45 days of the date of receipt by the Company, it is possible to contact IVASS - User Protection



Service - Via del Quirinale, 21 - 00187 Rome, enclosing with the report the documentation relating to the complaint processed by the Company using the form that may be viewed at the following address: https://www.ivass.it/consumatori/reclami/ Allegato2 Guida ai reclami.pdf.

In relation to disputes concerning the quantification of damages and the attribution of liability, please recall that exclusive responsibility remains with the Judicial Authority, in addition to the right to make recourse to reconciliation systems, if any. To resolve cross-border disputes, it is possible to submit a complaint to IVASS or directly to the competent foreign system, by requesting the activation of the FIN-NET procedure.

European online dispute resolution platform

If the insurance policy was acquired online or by means of electronic communications instruments (i.e., phone, SMS, fax or any other mobile device) and the policyholder or the insured cannot contact us directly through the Financial Ombudsman Service (FOS), it is possible to submit a complaint through the European online dispute resolution platform - available at http://ec.europa.eu/consumers/odr/. In that case, the complaint will then be brought

to the attention of the Financial Ombudsman Service as well as the Company in order to obtain a reply. The Policyholder is advised to take into account that in that case the complaint may not be transmitted immediately and that therefore there may be a brief delay before the Company receives it. In any event, if you would like to rely on the services of reconciliation bodies to access alternative out-of-court instruments for the resolution of disputes which do not envisage access to the ordinary judicial authority, the policyholder and the insured may consult the Register of those bodies held by the Ministry of Justice and available online at:

https://mediazione.giustizia.it/ROM/ALBO ORGANISMIMEDIAZIONE.ASPX.



General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

Abroad

Outside Italy.

Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

Adverse Weather

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

Age Limit

64 years old (inclusive) and under at the date of taking out the Policy.

Child, Children

A person under 18 years of age at the time the Policy is purchased.

Chubb

Chubb European Group SE.

Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

Close Business Colleague

Someone who **You** work with in **Italy** and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

Cruise

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

a Person Insured; or

 a relative of the **Person Insured** making the **Claim**,

unless approved by Us.

Due To

Directly or indirectly caused by, arising or resulting from, or in connection with.

Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Ukraine.

Excess

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

Hospitalization

any stay in healthcare institutions which are regularly authorized to provide hospital services and which involves at least an overnight stay or day hospital.

Immediate Family Member

Your Partner or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, stepparent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of You or Your Partner, or anyone noted as next of kin on any legal document, all of whom must be resident in Italy, and not any Person Insured.

Insured Adult

A person named in the Policy Schedule between the ages of 18 and 64 (inclusive).



Italy

The territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

Mobility Aid, Mobility Aids

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the Italian Civil Code and related amendments of it.

Partner

Your spouse or civil partner or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

Period of Insurance

Period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending on the date shown on **Your** Certificate of Insurance.

Policyholder

The party which undersigns the insurance policy for him(her)self or on behalf of third parties and assumes its relative charges.

Public Transport

Any air, land or water vehicle operated under licence for the transportation of farepaying passengers and which runs to a scheduled published timetable.

Travelling Companion(s)

Someone **You** have arranged to go on **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

Trip

A journey involving pre-booked travel or accommodation of at least 1 night duration.

Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

We, Us, Our, Ourselves

Chubb European Group SE.

Winter Sports

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luging, monoskiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

You, Your, Person(s) Insured

All persons named in the Policy Schedule within the **Age Limit** being resident in **Italy**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.



Information Note on Personal Data Processing

Under the Regulation (EU) 2016/679 (General Data Protection Regulation), we at Chubb European Group - Italy branch - Via Fabio Filzi 29 - 20124 Milano - Data Controller - use personal information which you supply to us or to your insurance broker or collected by Third Parties authorized by us in order to write and administer insurance policies, including any claims arising from them. This information will include basic contact details such as your name, address, policy number, personal data relating to civil or criminal convictions and offences, as well as, with your prior explicit consent, special categories of personal data such as - for example – data concerning your health, where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. Furthermore, where you are specifically asked for your explicit consent, your data may be used to contact you through traditional communication channels (by post or by telephone) and automated systems (e-mails, sms, mms, fax and social media) to send you offers about our products. It is understood that, at any time, you can withdraw your consent or restrict it even to just one of the above mentioned communication channels. Please note that such purpose will be pursued only in case your explicit consent is asked and given.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

Your personal data shall be kept for no longer than is necessary for the purposes for which it is being processed.

You have a number of rights in relation to your personal information, including the right of access at any moment to your personal data, the right to object to their processing, the right to have them rectified or, in certain circumstances, erased, the right to restriction of processing and the right to data portability.

In order to exercise your rights, you can contact Chubb European Group – Italy branch – Via Fabio Filzi 29 – 20124 Milano (MI) – Tel. 02-270951 - Fax: 02-27095333 or the Data Protection Office at dataprotectionoffice.europe@chubb.com. Lastly, you have the right to submit a complaint to the Italian Data Protection Authority.

This section represents a condensed explanation of how we use your personal information. For more information, including the lawful basis for processing, we strongly recommend you read our userfriendly Master Privacy Policy, available on our website www.chubb.com/it or through the https://www2.chubb.com/it-it/footer/privacy-statement.aspx. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com.



GLOSSARY

This glossary is intended as a general aid when reading the pre-contractual information to help understand some of the commonly occurring terms used in insurance. These definitions are not intended to and do not supersede any definitions used in the Insurance Terms & Conditions, which are the only definitions governing the contract.

Claim: the occurrence of an event insured pursuant to the insurance contract.

Complaint: a statement of dissatisfaction with an insurance undertaking relating to an insurance contract or service. Enquiries, requests for clarification, claim for damages or request for contract's fulfilment shall not be considered complaints.

Deductible/Excess: the part of loss that shall be borne by the insured and for which no compensation is paid by the insurer. It can be expressed as a fixed amount or as a percentage.

Indemnity: the sum of money which the insurer is obliged to pay to the insured (or in specific cases, to the beneficiary) in the event of a claim covered by the insurance, determined after application of all deductibles, excesses and limits indicated in the contract.

Informative set: the set of documents that form the pre-contractual information (DIP, Additional DIP, Terms & Conditions including Glossary and, where applicable, Application Form), which is delivered to the policyholder prior to entering into the contract.

Insurance: the contract by which a party transfers to another party a risk to which it is exposed.

Certificate of Insurance: the document that may be issued by the insurer as an evidence of the contract.

Insured: the person, legal or natural, protected under an insurance and entitled to the indemnity provided by the insurer.

Insurer/Insurance Company/Undertaking: Chubb European Group SE.

Intermediary: the insurance intermediary, duly registered according to

the law, providing intermediation services in relation to the insurance contract.

IVASS: the Institute for Insurance Supervision, responsible for supervising all insurers, including foreign undertakings, operating in Italy.

Limit/Sum Insured: the maximum amount payable by the insurer in the event of a claim. If instead the Terms & Conditions specifically state that the limit applies to a period of insurance, it represents the maximum amount payable by the insurer for all claims occurring in that period of insurance.

Loss/Damage: the prejudice suffered by the insured following a claim.

Period of insurance: the period of time during which the insurance contract is effective, provided that the premium has been paid.

Policy: the document evidencing the insurance contract entered into by the policyholder, containing all the applicable terms and conditions.

Policyholder: the person, legal or natural, entering into the insurance contract with the insurer and is obliged to pay the premium.

Premium: the amount of money that is paid by the policyholder to the insurer for providing insurance cover.

Risk: the probability that the insured event occurs.

Settlement: the payment of an indemnity by the insurer in the event of a covered claim.

Sublimit: the amount, expressed as a fixed sum or a percentage, representing the maximum liability of the insurer in respect to the specific coverage to which it applies.

Terms & conditions: the standard terms and conditions governing an insurance contract. They can be amended by special and additional terms and conditions.

Contact us

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Chubb European Group SE, Registered Office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France - Share capital C 896.176.662 fully paid - General representation in Italy: Via Fabio Filzi n. 29 - 20124 Milan - Tel. 02 27095.1 - Fax 02 27095.333 - VAT identification number and Tax Code 04124720964 - Economic and Administrative Index No. 1728396 - Authorized to operate in Italy as an establishment registered with the IVASS (Italian insurance supervisory authority) under number 1.00156. The activity in Italy is regulated by the IVASS, with regulatory regimes that could diverge from the French ones. Registered in the companies registry of Nanterre under number 450 327 374 by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 RCS and subject to the rules of the French Insurance Code. info.italy@chubb.com - www.chubb.com/it.