

# Globy® Young

## DEFINITIONS

<b>Policyholder:</b>	the subject whose interests are protected by the Insurance.
<b>Baggage:</b>	set of garments and photographic and video equipment, worn or carried by the Policyholder during the trip.
<b>Contact Centre:</b>	AWP Service Italia S.c.a.r.l.'s organisational structure that, in accordance with Isvap Regulation no. 12 of 9 January 2008, maintains telephone contact with the insured, 24 hours a day and 365 days a year, and organises and provides those services provided for in the policy.
<b>Contracting Party:</b>	the subject stipulating the insurance. In the case of a natural person, an adult with the power to act.
<b>Europe:</b>	Italy, geographical European countries (excluding the Russian Federation) and the Mediterranean basin, Algeria, Canary Islands, Cyprus, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia and Turkey.
<b>Event:</b>	the event that directly triggered one or more claims.
<b>Close Relative:</b>	the Insured's spouse, children, father, mother, brothers, sisters, half brothers and sisters, grandparents, mother and father in-laws, brother and sister in-laws, uncles and aunts, first cousins and nephews and nieces, as well as those living with the Policyholder, providing that resulting from appropriate certificate.
<b>Excess:</b>	that part of the damage that is at the Policyholder's expense, calculated as a fixed amount or percentage.
<b>Globy®:</b>	the commercial trademark registered by AWP P&C S.A.– General Representative for Italy identifying the Company.
<b>Injury:</b>	the event that due to fortuitous, violent and external cause led to evident bodily injuries, resulting in death, permanent disability or temporary invalidity.
<b>Italy:</b>	territory of the Italian Republic, the Vatican City and the Republic of San Marino.
<b>World:</b>	the Russian Federation and those countries not included in the definitions of Italy and Europe.
<b>Incident:</b>	an event resulting in damages covered by the insurance.
<b>Trip:</b>	the trip, accommodation or rent resulting from the relative contract or travel document, departing solely from Italy.

## General Terms and Conditions

### 1. Start Date and validity

This insurance cover, explicitly signed, is valid:

- for trips outside of Italy;
- from the date and time indicated in the policy. Globy® uses the Rome time zone (UTC/GMT +) as reference for the start date.
- for those terms, however with a maximum of 365 days, destinations and capitals identified in the policy;
- only in the case of natural persons, if the Contracting Party is adult and has the power to act.
- if the premium has been paid.

This insurance cover does not come into force if the cover provided for in the contract has to be provided in such a way as to breach any law involving sanctions under United Nation, European Union or any other applicable rules and regulations.

### 2. Territorial Validity

This insurance covers those destinations identified in the policy, according to the provisions of paragraph 4.2 of art. 4 Limits.

However, those countries that, despite falling within the scope of the insurance, are subject to embargo (in whole or in part) or United Nation and/or European Union sanctions at the time of departure are excluded. The list of these countries is also available at [globy.allianz-assistance.it/pages/avvertenze](http://globy.allianz-assistance.it/pages/avvertenze).

### 3. insurable Persons

Globy® insures those:

- domiciled or residing in Italy;
- with the appropriate legal powers on signing this policy.
- less than **30 years old**. Cover remains in force until the policy expiry date even if the Insured reaches said age during the period of validity.

### 4. Limits

4.1 It is forbidden to stipulate more than one AWP P & C S.A. – General Representative for Italy policy to guarantee the same risk in order to:

- higher capitals insured with specific product guarantees;
- extend period of cover of a risk (trip) already underway;
- extend period of cover beyond **365 continuous days** for the same trip.

4.2 In those cases where the cost of the policy (premium) is also determined by the destination, the Policy, penalty invalidity, shall be issued for the destination including all stages of the trip, even if intermediate or, however lasting less than the others. However, stages of connecting routes shall not be considered.

4.3 This policy, penalty invalidity, must be stipulated:

- Before the trip starts. Globy® shall not act on claims for assistance or refunds if the policy is issued after the departure date.
- For the entire duration of the trip and shall not be issued for part thereof.

### 5. Exclusions common to all Guarantees

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

- continuous working activities;
- damage caused by or resulting from wars, incidents resulting from instruments of war, invasions, the action of foreign enemies, hostility (both in the case of declared or undeclared war), civil war, armed conflict, rebellions, revolutions, revolts, mutiny, martial law, military coup or attempted military coup;
- strikes, riots and civil uprising;
- curfews, frontier blockades, embargos, reprisals, sabotage;
- requisition, nationalisation, seizure, restrictive measures, detention, appropriation, requisition for one's own title or use on the part of or on the orders of any Government (whether civil, military or "de facto") or other national or local authority;
- trips undertaken to a territory where a prohibition or limitation is in operation (even temporarily) issued by a public authority, extreme trips to remote areas, only accessible with the use of special emergency vehicles;
- tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, deluges and other natural disasters;
- nuclear explosions and, even if only in part, ionising radiation or radioactive contamination developed from nuclear fuels or nuclear waste or nuclear weapons or resulting from transmutation phenomena of the nucleus of the atom or from radioactive, toxic and explosive properties or other hazardous characteristics of nuclear equipment or its components;
- biological and/or chemical materials, substances and compounds used to cause damage to human life or spread panic;
- pollution of any nature, infiltrations, contamination of air, water, soil, subsoil or any environmental damage;
- bankruptcy of the Carrier or any supplier;
- intent or gross negligence on the part of the Insured or persons for whom they are liable;
- unlawful acts committed by Policyholders or their infringement of government rules or prohibitions;
- booking errors or omissions or failure to obtain a visa or passport;
- alcohol or drug abuse, non-therapeutic use of drugs or hallucinogens;
- mental illness, schizophrenia, forms of manic-depression, psychosis, severe depression in the acute phase;
- suicide or attempted suicide;
- Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) and sexually-transmitted diseases;
- driving vehicles for which a driving licence above category B is required and driving motor boats for non-private use;

- t) outbreaks that are pandemic in nature (declared by the WHO), of such severity and virulence as to involve a high rate of mortality or to require restrictive measures in order to reduce the risk of transmission to the civil population. Merely by way of example and without limitation: closure of schools and public areas, limitation of public transport in cities, limitation on air transport;
- u) quarantines.

**6. In the event of a claim**

The Insured or a representative must:

- a) inform
  - Globy® in accordance with that set out in the individual Guarantees. Non-fulfilment of said obligation could result in the loss, in whole or in part, of the right to compensation (art. 1915 of the Civil Code);
  - inform all other Insurance Companies, if more than one Policy has been stipulated to Guarantee the same risk, indicating to each one the name of the others (art. 1910 of the Civil Code);
- b) provide Globy® with all documents necessary for the relative investigations and checks, even if specifically set out in the section *Policyholder Obligations in the event of a claim*.

Globy® pays refunds in Euros. Expenses incurred in Countries not belonging to the Euro are converted at the official rate of the day they were sustained.

**7. Reference to the Law**

Italian Law applies to all that not explicitly regulated herein

**GUARANTEES**
**Info 24 – Information / Safe Travel – Assistance and Medical Expenses / Civil Liability / Purchasing Basic Necessities**
**1. Info 24 – Information / Useful Services before and after trip**
**1.1 Subject**

if necessary Globy® provides the Insured with useful information on the following topics 24 hours a day:

- ERASMUS program;
- train, plane and ferry times;
- tourist visits, bureaucratic and administrative problems;
- compulsory and recommended vaccinations.

**Moreover, on request, Globy®:**

- organises specialist visits or diagnostic investigations abroad;
- books hotels everywhere in the world at favourable conditions;
- hires cars/vans at favourable conditions.

**2. Safe Travel – Medical Assistance and Expenses**
**2.1 Subject**
**2.1.1 Travel Assistance**

In the event of illness or injury Globy®, organises and provides, 24 hours a day via the Contact centre, the following services:

PRESTAZIONE	FOR TRIPS TO:	
	EUROPE	WORLD
<b>a) medical advice over the phone</b> , medical assistance if the Insured needs information and/or advice. It is noted that said service does not provide a diagnosis and is based on information provided by the Insured over the phone. The Contact Centre assesses which service to provide according to the information received and the examining doctor's diagnosis;	YES	YES
<b>b) recommending a specialist</b> as near as possible to the Policyholder and compatibly with local availability;	YES	YES
<b>c) transport –medical repatriation</b> <ul style="list-style-type: none"> <li>• from the first aid centre or accident and emergency to a better equipped medical centre;</li> <li>• from the medical centre to the Insured's home.</li> </ul> Globy® sees to Transport – Medical Repatriation, prior obtaining approval from the doctors in charge, sustaining all costs and using the most appropriate means and, if necessary: <ul style="list-style-type: none"> <li>• "hospital" plane within Europe and local travel;</li> <li>• "appropriately equipped airliner" for all other cases.</li> </ul> Globy® does not provide Transport – Medical Repatriation for: <ul style="list-style-type: none"> <li>• illnesses or injuries that, in the doctor's opinion can be treated on site or during the trip or however does not prevent continuation;</li> <li>• infectious diseases if transport involves a breach of national or international health laws;</li> </ul>	YES	YES
<b>d) sending urgent medicines</b> not available on site, and only after the Contact Centre, in agreement with the examining doctor, has checked that local medicines are not equivalent. Globy® sends medicines in accordance with local regulations governing the transport and importing of those medicines requested. <u>Cost of medicines remain at the Policyholder's expense.</u>	YES	YES
<b>e) interpreter</b> to facilitate contact between doctors in charge on site and the Insured in hospital. Globy® organises service in English, French, Spanish and German at its expense;	Yes, up to € 1,000	Yes, up to € 1,000
<b>f) translation of medical records</b> If requested by the Insured, Globy® shall translate the medical records in case of hospitalization. Medical records are translated only if authorised by the Insured in compliance with European Regulation 679/2016 and any other Privacy regulations;	YES	YES
<b>g) travel expenses for a close relative</b> following the Policyholder's death or to reach the Insured admitted to hospital for stays of over: <ul style="list-style-type: none"> <li>• 48 hours if underage or handicapped;</li> <li>• 5 days in Italy;</li> <li>• 7 days in Europe/World</li> </ul>	YES	YES
Globy® provides the close relative with a return ticket R	YES	YES
and reimburses accommodation costs;	€ 110 a day for max 5 days	€ 110 a day for max 5 days
<b>h) expenses to extend stay if the Insured</b> <ul style="list-style-type: none"> <li>• is unable to return               <ul style="list-style-type: none"> <li>- due to illness or injury;</li> <li>- following theft or loss of those documents necessary to return on the prefixed date provided that reported to the local Authorities;</li> </ul> </li> </ul>	YES	YES

Globy® refunds hotel expenses sustained by the Insured.	YES, € 150 per night with a maximum of 3 nights	YES, € 150 per night with a maximum of 3 nights
<b>i) transporting convalescent home</b> , on a different date and by different means to that initially foreseen. Globy® organises and pays repatriation costs.	YES	YES
<b>l) repatriating the body</b> to the burial place in Italy. Globy® pays for transport costs excluding funeral and burial expenses.	YES	YES
Globy® also refunds the cost of a return ticket for a close relative to reach the location where the event took place	YES	YES
Moreover, Globy® books the nearest hotel to the location of the event, on the close relatives' behalf, paying directly for the first night's stay	YES	YES

if necessary, Globy® also organises and provides the Insured with the following services 24 hours a day:

SERVICES	FOR TRIPS TO:	
	EUROPE	WORLD
<b>m) early return</b> of the Insured due to curtailment as a result of death or over 7 days' stay in hospital of a close relative at home. Globy® organises the return and pays the relative expenses;	Yes, up to € 2,000/event	Yes, up to € 2,000/event
<b>n) policyholder return to the location</b> to continue their stay following an early return organised by Globy® according to those methods referred to in subsection m) <i>Early Return</i> . Globy® organises the return paying the relative expenses;	Yes, up to €1,250	Yes, up to €1,250
<b>o) sending urgent messages</b> to persons resident in Italy. Globy® sends said messages at its expense;	YES	YES
<b>p) advancing money, prior bank guarantee and the Policyholder undertaking to return the advance within 30 days;</b>	Yes, up to € 5,000	Yes, up to € 5,000
<b>q) protection of stolen credit cards</b> , cheque books and traveller's cheques in the Policyholder's name, Globy® on specific request and prior communicating the necessary details, sees to contacting the issuing institutes to start procedures to block the above-mentioned documents. The Policyholder is still responsible for completing procedures, in accordance with that set out by the individual credit instruments;	YES	YES
<b>r) providing legal assistance and advancing bail</b> Globy® provides legal assistance on site to manage disputes involving the Insured directly. Moreover, Globy® sets up, in name and on behalf of the Insured and solely for facts of an unpremeditated nature:	Yes, up to € 500	Yes, up to € 500
<ul style="list-style-type: none"> <li>• criminal bail requested for the Insured to be freed;</li> <li>• any civil bail required to guarantee payment of the Insured's civil liability resulting from the accident.</li> </ul> Globy® advances, prior bank guarantee, said bail, the Insured undertaking to repay it within 30 days;	Yes, up to € 10,000	Yes, up to € 10,000
<b>s) reimbursement of documented telephone expenses</b> sustained by the Insured to call the Contact Centre. Even "international roaming" costs sustained to call the Contact Centre during the assistance phase are reimbursed.	Yes, up to € 350	Yes, up to € 350

## 2.1.2 MEDICAL EXPENSES

SERVICES	FOR TRIPS TO:	
	EUROPE	WORLD
<b>PAID DIRECTLY</b> <i>If contacted beforehand, Globy® sees to:</i> <b>1) direct payment of hospital and surgical costs.</b> Said guarantee shall apply up to the moment the Policyholder is discharged or deemed, in the opinion of the Globy® doctors, in such conditions as to be repatriated. However, said guarantee is only valid for a maximum period of 100 days in hospital. Globy® will refund expenses if it cannot pay directly provided that authorised by the Contact Centre contacted beforehand or, however, before the Policyholder leaves hospital. No refund is provided if the Contact centre is not contacted.	Up to € 25,000	Up to € 100,000
<b>REFUNDED</b> <i>Moreover, Globy® will, even without prior authorisation:</i> <b>2) refund transport costs</b> from the location of the event to the medical centre or accident and emergency;	Up to € 5,000	Up to € 5,000
<b>3) refund costs for medical examinations and/or medicines</b> provided that sustained following medical prescription, surgery treatment and/or stay in hospital (including day hospital), sea and mountain search and rescue;	Up to € 1,250	Up to € 1,250
<b>4) reimbursement of on-board medical expenses</b> and emergency dental care expenses. Moreover, this includes treatment costs incurred on the Policyholder's return resulting from an injury sustained during the trip, provided that within 30 days;	Up to € 500	Up to € 500
<b>5) reimbursement of rehabilitation costs</b> , including physiotherapy, resulting from an injury or illness that occurred during the trip and resulting in a hospital admission. Only those costs sustained within the hospital and period of convalescence immediately following hospitalization and, in any case, before the Policyholder's return are covered.	Up to € 550	Up to € 550

## 2.2 Start date and validity

This cover:

- Comes into force once trip starts;
- is valid until the end of the trip, but not beyond the policy expiry date;
- is provided within the limits of the capitals and services set for the location where the event took place, provided that included in the "destination" for which the policy was issued.

## 2.3 Exclusions (supplementing the Exclusions common to all Guarantees set out in art. 5 of the "General Terms and Conditions")

Globy® does not cover events and/or costs resulting from:

- Organising directly or otherwise, without the Contact Centre's prior authorization, all the assistance provided for herein. As regards those Medical Expenses referred to in art. 3.1 letter h) – 1, contact with the Contact Centre is only compulsory in the event of hospital admission, including Day Hospital. In this case the Contact Centre shall not refund those expenses sustained by the Insured if not contacted during said period in hospital.
- trips undertaken against medical advice or, however, with acute illnesses or to undergo medical/surgical treatment;
- voluntary termination of pregnancy, non-premature birth, IVF and their complications;
- rehabilitative treatments;
- purchasing, applying, maintaining and repairing prosthetic and therapeutic equipment;
- nursing care, physiotherapy, diets or thermal treatments and those to eliminate physical or aesthetic defects or congenital malformations;
- check-ups conducted once the Insured has returned home for situations resulting from illnesses initiated during the trip;
- organ removal and/or transplant;
- taking part in sporting events and relative trials unless of a recreational nature;

- j) partaking in aerial sports in general, extreme sports if outside sports organisations and without the safety criteria provided for, any sport pursued professionally or however involving direct or indirect payment.

Moreover, all services are not provided:

- k) if the Insured disregards the Contact Centre's instructions or
- discharges himself/herself from hospital against the doctor's wishes;
  - the Policyholder or a representative voluntarily refuses transport/medical repatriation. In this case Globy® shall suspend assistance immediately, guaranteeing reimbursement of any additional hospital and surgical costs sustained up to an amount corresponding to that of the medical transport/repatriation refused;
- l) to the newborn, if pregnancy ends during the trip, even in the case of premature birth.

## 2.4 Provisions and Limits

The Policyholder releases the examining doctors and those involved in the terms and conditions of the policy from professional confidentiality, solely for those events covered herein and in dealings with Globy® and/or any magistrates assigned to investigate the events.

Moreover:

### 2.4.1. Travel Assistance

- a) assistance is provided per event, irrespective of the number of persons insured, within the limits of the capital insured and any sub limits;
- b) assistance is provided, in accordance with the specific conditions set out in the policy schedule, bearing in mind the insured's state of health and need, using those means and structures Globy® and the Contact Centre deem most appropriate for the purpose;
- c) Tickets provided are for:
- Scheduled flight (economy class);
  - First class train;
  - Ferry.

Globy® has the right to request, even preventively, unused travel tickets from those for whom it has provided return tickets at its expense;

- d) Globy® shall not be held responsible for:
- delays or problems in providing those services agreed for reasons beyond its control or provisions of local authorities;
  - errors due to incorrect information received from the insured;
  - prejudice resulting from credit instruments being blocked;
- e) Globy® is under no obligation to pay compensation in lieu of guarantees of due care.

### 2.4.2 Medical Expenses

Globy® pays directly or refunds "Medical Expenses":

- even more than once during the course of the trip;
- for a maximum of **100 days** in hospital;
- until the capital insured per person and period of cover has run out.

## 3. Civil Liability

### 3.1 Subject

Globy® pays those sums the Policyholder owes, as civilly responsible in accordance with the law, as compensation (capital, interest and expenses) for damages involuntarily caused to third parties resulting in death, personal injuries or damage to property as a result of an accident that took place during the period of validity of the insurance. It covers facts of a private nature, excluding any professional activity related liability.

Moreover, this includes damages resulting from:

- owning pets;
- owning or using cycles and non-motor vehicles and boats of less than 6.5 metres in length, golf cars;
- using horses or other saddled animals with the owner's consent;
- doing sport, including races, not at a professional level, leisure activities in general and camping.

### 3.2 Exclusions (supplementing the Exclusions common to all Guarantees set out in art. 5 of the "General Terms and Conditions")

This insurance does not cover damages:

- a) resulting from malicious or attempted malicious acts on the part of the Policyholder;
- b) resulting from professional activities;
- c) resulting from hunting;
- d) resulting from theft;
- e) resulting from circulating on public roads or equivalent with motor vehicles, as well as sailing motor boats or using an aircraft;
- f) resulting from owning weapons and relative ammunition;
- g) to third party property the Policyholder is looking after or possesses for whatever reason.

### 3.3 Limit of liability

Per person, per event and per insurance period, for property and animals: **€50,000**.

### 3.4 Damage Dispute Management

Globy® shall manage, until in its interest, all civil and criminal disputes on the Policy Holder's behalf, both in and out of the court, appointing, if necessary, lawyers or experts and availing of all the rights and proceedings the Insured is entitled to. The Policy Holder shall provide all the necessary assistance in managing said disputes, appearing before the court in person if necessary. Globy® has the right to seek compensation from the Policy Holder for any damages suffered as a result of the Insured's failure to fulfil said obligations. Costs sustained to defend the Policy Holder are at Globy®'s expense, within the limit of an amount equal to a quarter of the maximum cover. Costs shall be divided between Globy® and the Policy Holder, proportionate to their respective interests, should the amount owed the injured party exceed said maximum cover.

Globy® shall not pay any expenses sustained by the Policy Holder to hire lawyers and experts it has not appointed nor shall it pay for fines, penalties or legal fees in criminal proceedings.

### 3.5 Excess

As regards damage to property and animals, an excess of €200.00 per claim shall be applied.

### 3.6 Start Date and Validity

This cover runs from the start of the trip and remains in force for the entire duration thereof, but not beyond the policy expiry date.

## 4. Purchase of basic necessities

### 4.1. Subject

Globy® refunds up to **€200** per person and insurance period, basic necessities purchased following a delay (compared to the expected time of arrival to one of the destinations), of over 8 hours in returning registered baggage. By way of example, basic necessities include: clothes including underwear, personal hygiene products, life-saving medicines, prescription glasses and contact lenses;

Globy® does not refund purchases made on the Policyholder's return.

### 4.1 Start Date and Validity

This cover runs from check-in to hand in baggage and ends on reaching the final outgoing destination.

**POLICYHOLDER OBLIGATIONS IN THE EVENT OF A CLAIM****5. Policyholder Obligations in the event of a Claim** (see also art. 6 of the General Terms and Conditions)**5.1 Info 24 – Information / Useful services before and during the trip**

Call the Contact Centre open 24 hours a day.

**5.2 Safe Travel – Assistance and Medical Expenses**

5.2.1 WHEN IN NEED – To request assistance, the Policyholder or a representative must call the Contact Centre immediately, specifying o:

- a) personal details and tax code;
- b) number of this policy;
- c) type of intervention requested;
- d) hospital name and details if admitted to hospital (name and telephone number, department, name of doctor looking after the patient);
- e) contact details of any close relative/companion travelling with the Policyholder.

5.2.2 WHEN REQUESTING REFUNDS – To request refunds for medical expenses sustained Policyholders must inform Globy® within 30 days of returning home, providing, irrespective of the reporting method (telephone, on-line or in writing):

- a) the payee's details and tax code in accordance with law No 248 of 4 August 2006;
- b) name and address of the Bank, IBAN code, SWIFT code in the case of a foreign account and the name of the current account holder if different to that on file;
- c) number of this policy;
- d) circumstances of the event;
- e) medical documents prepared on site and original receipts of medical expenses incurred.

**5.3 Civil Liability**

Policyholders must inform Globy® within 30 days of learning of the event, providing, irrespective of the reporting method (telephone, on-line or in writing):

- a) the payee's details and tax code in accordance with law No 248 of 4 August 2006;
- b) number of this policy;
- c) location, day and time of event as well as the circumstances and causes thereof;
- d) the counter party's written request indicating the amount of the damage.

**5.4 Purchase of basic necessities**

Policyholders must inform Globy® within 30 days of returning home, providing, irrespective of the reporting method (telephone, on-line or in writing):

- a) the payee's details and tax code in accordance with law No 248 of 4 August 2006;
- b) number of this policy;
- c) copy of Property Irregularity Report);
- d) copy of plane and baggage ticket;
- e) response from Airline certifying the date and time of delayed baggage return;
- f) original receipts for personal effects purchased in emergency.

**IMPORTANT REFERENCES**

to request assistance and/or if admitted to hospital, contact immediately:

**CONTACT CENTRE**

open 24 hours a day all year round  
Tel. + 39 02 26609862  
Viale Brenta 32 – 20139 MILAN  
Fax +39 02 26624035

All claims must be reported to Globy® with one of the following three methods:

- by phone (on 02-26609.690 open 24 hours a day)
- via the internet (at [www.ilmiosinistro.it](http://www.ilmiosinistro.it))
- by post (to the address indicated below)

Documents for which the original copies are requested must be sent to:

**AWP P&C S.A.**  
**RAPPRESENTANZA GENERALE PER L'ITALIA**

Servizio Liquidazione Danni Globy®  
Casella Postale 299  
Via Cordusio 4  
20123 MILANO

**GLOBY® QUICK**

Globy® guarantees that all claims filed solely over the phone on +390226609.690, or via the internet will be managed and closed within 20 days of receiving all original documents. Technical banking times relating to payment flows are excluded from this calculation. Otherwise, Globy® undertakes to refund the total cost of the policy.

Whereas the settlement process for all claims made by post will follow traditional management channels. Claims opened via the Contact Centre will not be allowed access to the Quick procedure at any time.

**Information Notice to Policyholder prepared in accordance with Art.185 of Italian Legislative Decree 7.9.2005 no. 209 and in compliance with the provisions of ISVAP Regulation no. 35 dated 26 May 2010**

This "Information Notice" is intended to provide to the Policyholder (individual or entity which signs the insurance contract), to the Insured and to all stakeholders in the insurance cover, all preliminary information required in order to reach a reasoned opinion on the contractual rights and obligations, in accordance with Art. 185 of Italian Legislative Decree dated 7.9.2005 no. 209. This notice is prepared in Italy in the Italian language, subject to the right of the Policyholder to request its provision in another language.

### 1. Information on the company

#### o **Company Name and legal status of the Company (Insurance Company)**

The insurance company is **AWP P&C S.A.**

#### **Registered Office**

T, Dora Maar, 93400 Saint-Ouen - France

French Company and Business Registration Office no. 519490080

Subscribed Share Capital €17,287,285

#### o **Authorisation to provide insurance**

Authorised to provide insurance by the Autorité de contrôle prudentiel et de résolution (ACPR) on 1 February 2010

#### o **General Agent for Italy**

Viale Brenta 32, Postcode 20139, Milan ITALY

Code, VAT number and registration at the Companies Register of Milan no. 07235560963 Economic & Administrative Index no. 1945496

#### o **Telephone Number - Internet Website - E-mail address**

02/23.695.1 - [www.allianz-global-assistance.it](http://www.allianz-global-assistance.it) – [info@allianz-assistance.it](mailto:info@allianz-assistance.it)

#### o **Authorisation to provide insurance**

Company authorised to exercise Insurance activity permanently in Italy, registered on 3 November 2010, at no. I.00090, of the appendix of the Insurance Company register, List I

### 2. Information on the Contract

#### o **Legislation applicable to the contract**

The legislation applicable to the contract is that of Italy; the Parties have, however, the right, prior to the conclusion of the contract itself, to choose different legislation. The Company suggests choosing Italian legislation. This is without prejudice to the application of the mandatory rules of Italian law.

#### o **Limitation of rights resulting from the contract**

right of the Insured towards AWP P&C S.A. resulting from this contract is limited to two years from the day of the event upon which the right is based, in accordance with Art. 2952 of the Italian Civil Code.

#### o **Complaints in relation to the contract**

Any complaints regarding the contractual relationship or handling of claims should be sent in writing (post, fax and e-mail) to the Company:

Quality Service

#### **AWP P&C S.A. – GENERAL AGENT FOR ITALY**

Viale Brenta 32 - 20139 MILAN (Italy)

fax: +39 02 26 624 008

e-mail: [Quality@allianz-assistance.it](mailto:Quality@allianz-assistance.it)

Where the complainant is not satisfied by the outcome of the complaint or in the absence of a response within the maximum term of forty-five days, he/she may contact IVASS, User Protection Service, Via del Quirinale, 21 - 00187 Rome (RM), accompanying the complaint with the documentation relating to the complaint handled by the Company. To submit complaints to IVASS the form found at the website [www.ivass.it](http://www.ivass.it), in the section "For the Consumer - How to submit a complaint" must be used. For disputes relating to the quantification of the performances and the attribution of liability, the Judicial Authority has exclusive jurisdiction. Before bringing action before the Judicial Authority it is, however, possible, in some cases, to seek to reach an amicable settlement by way of alternative dispute resolution systems, such as:

- Mediation (Italian Law 9/8/2013, no.98): it can be launched by making an application to a Mediation Body from those found in the list of the Ministry of Justice, which can be consulted on the website [www.giustizia.it](http://www.giustizia.it).
- Assisted negotiation (Italian Law 10/11/2014, no.162): it can be launched by a request of your lawyer to the Company. For the resolution of cross-border disputes, the complainant with domicile in Italy may submit the complaint to IVASS or directly to the foreign system with jurisdiction for activating the FIN-NET procedure, by accessing the following internet website: <http://ec.europa.eu/finance/fin-net/>

### 3. Information during the contract

Where, during the contractual duration, changes are made relating to the information on the Company and/or that relating to the contract, the Company undertakes to communicate them promptly to the Policyholder, as well as to provide any necessary specification.



## Privacy Notice

### We care about your personal data

**AWP P&C S.A.**, Italian Branch (AWP P&C S.A.), V.le Brenta 32 - 20139 MILAN, is an Italian authorised insurance company providing insurance products and services in Freedom of Establishment. Protecting your privacy is a top priority for us. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

If, at the time of stipulation of the policy, you provide us with the personal data of additional persons who will be covered by the same policy, we inform you that you will have the burden of sending all the persons concerned the information contained in this document.

#### 1. Who is the data controller?

A data controller is the individual or legal person who controls and is responsible to keep and use personal data in paper or electronic files. AWP P&C is the data controller as defined by relevant data protection laws and regulation.

#### 2. What personal data will be collected?

We will collect and process various types of personal data about you as follows:

- Surname, first name
- *Date of birth*
- *Telephone numbers*
- *address*
- *Nationality*
- *Fiscal code*

#### 3. How will we obtain and use your personal data?

We will collect and use your personal data that we receive above you (as explained below)] for a number of purposes and with your express consent unless applicable laws and regulations do not require us to obtain your express consent, as shown below:

- ✓ To manage the insurance contract in relation to the administration of the policy
- ✓ To manage the insurance contract with in relation to the management of claims (e.g. organization of assistance services, payment of any reimbursement)
- ✓ To manage the due amounts
- ✓ For the prevention and detection of fraud
- ✓ For the prevention of terrorist offenses
- ✓ To comply with legal obligations (eg tax, accounting and administrative)

As already specified, for the purposes indicated above, we will process your personal data received from the agency that issued the policy.

For those purposes indicated above we will process your personal data to underwrite your insurance and/or process your claim, or based on a legitimate interests (for prevention and detection of fraud and for prevention of terrorist offenses) and/or to comply with our legal obligations.

We will need your personal data if you would like to purchase our products. If you do not wish to provide this to us, we may not be able to provide the products and services you request, that you may be interested in.

#### 4. Who will have access to your personal data?

We will ensure that your personal data is processed in a manner that is compatible with the purposes indicated above.

For the stated purposes, your personal data may be disclosed to the following parties who operate as third party data controllers:

- Public authorities

For the stated purposes, we may also share your personal data with the following parties who operate as data processors under our instruction:

- ✓ Other Allianz Group companies, suppliers responsible for providing insurance services (for example, car rental and roadside assistance companies, transport companies, health facilities, technical consultants, experts, lawyers, repairers), service companies for management activities (claims, IT, mail, document management)

Finally, we may share your personal data in the following instances:

- In the event of any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in any insolvency or similar proceedings; and

#### 5. Where will my personal data be processed?

Your personal data may be processed both inside and outside of the European Economic Area (EEA) by the parties specified in section 3 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. We will not disclose your personal data to parties who are not authorized to process them.

Whenever we transfer your personal data for processing outside of the EEA by another Allianz Group company, we will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Privacy Standard (Allianz' BCR) which establish adequate protection for personal data and are legally binding on all Allianz Group companies. Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed on Allianz website. Where Allianz' BCR do not apply, we will instead take steps to ensure that the transfer of your personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, Standard Contractual Clauses) by contacting us as detailed in section 9 below.

## 6. What are your rights in respect of your personal data?

Where permitted by applicable law or regulation, you have the right to:

- Access your personal data held about you and to learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;
- Withdraw your consent at any time where your personal data is processed with your consent;
- Update or correct your personal data so that it is always accurate;
- Delete your personal data from our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of your personal data in certain circumstances, for example where you have contested the accuracy of your personal data, for the period enabling us to verify its accuracy;
- Obtain your personal data in an electronic format for you or for your new insurer; and
- File a complaint with us and/or the relevant data protection authority.

You may exercise these rights by contacting us as detailed in section 9 below providing your name, email address, policy number and purpose of your request.

## 7. How can you object to the processing of your personal data?

Where permitted by applicable law or regulation, you have the right to object to us processing your personal data, or tell us to stop processing it (including for purposes of direct marketing). Once you have informed us of this request, we shall no longer process your personal data unless permitted by applicable laws and regulations.

You may exercise this right in the same manner as for your other rights indicated in section 6 above.

## 8. How long do we keep your personal data?

We will retain your personal data as specified below:

- ✓ Data relating to the policy - 10 [ten] years from the date of termination of the insurance relationship according to the provisions of the Civil Code.
- ✓ Data relating to claims also for the purpose of fraud prevention - 10 [ten] years from the date of closure of any claims according to the legislation envisaged by the Civil Code.
- ✓ Data necessary for the keeping of accounting records - 10 [ten] years, according to art. 2220 c.c.
- ✓ Data relating to complaints - 5 [five] years from the processing of the complaint according to art. 9 co. 6 of the IVASS Regulation n. 24/2008.

We will not retain your personal data for longer than necessary and we will hold it only for the purposes for which it was obtained.

## 9. How can you contact us?

If you have any queries about how we use your personal data, you can contact us by email or post as follows:

**AWP P&C S.A.**  
**Rappresentanza Generale per l'Italia**  
Data Protection Officer  
**Viale Brenta 32**  
**20139 MILANO**  
E-mail: [privacyawpitaly@allianz.com](mailto:privacyawpitaly@allianz.com)

## 10. How often do we update this privacy notice?

We regularly review this privacy notice. We will tell you directly when there's an important change that may impact you. This privacy notice was last updated on **2018, May 11<sup>th</sup>**.