# GENERALI INA ASSITALIA

Cover for foreign nationals staying in Italy for a short period - Information Package - Pol. 395/29858

# **INSURANCE CONTRACT**

# COVERING FOREIGN NATIONALS STAYING IN ITALY FOR A SHORT PERIOD (MAX. 90 DAYS)

This information package containing:

- the Information Notice, including the glossary of terms;
- the Terms and conditions of insurance;

must be delivered to the Policyholder prior to signing the contract or, where provided, the insurance proposal.

BEFORE SIGNING PLEASE READ THE INFORMATION NOTICE CAREFULLY

## **INFORMATION NOTICE**

## **INSURANCE CONTRACT**

# COVERING FOREIGN NATIONALS STAYING IN ITALY FOR A SHORT PERIOD (MAX. 90 DAYS)

This Information Notice is drafted in the form prepared by the IVASS, but its content is not subject to prior approval by the Authority itself.

The Policyholder shall read the terms and conditions of insurance before signing the insurance policy.

# **GLOSSARY**

INSURED PERSON	Any foreign national legally staying in Italy under a Uniform
	Schengen Visa (USV) granted exclusively for short-term stays
	or travel (type C) of up to 90 days, but excluding entry visas for
	medical treatment, sports competitions, airport and other
	transit visas, activating the insurance cover by paying the
	premium
INSURANCE	The insurance contract
ASSISTANCE	The prompt assistance - in cash or kind - provided to the
	Insured Person in relation to the occurrence of an incident
POLICYHOLDER	The party who effects the insurance
ASSISTANCE	The structure at Europe Assistance Service SpA - Piazza Trento
STRUCTURE	8 - 20135 Milan - comprising medical staff, technicians,
	operative staff, manned on a 24/7 basis the year round, which,
	on the basis of a specific agreement with Generali Italia SpA,
	answers the calls made by any Insured Persons on account of
	the latter, and organises and delivers the services provided for
	in the policy, at the latter's expense
ACCIDENT	An unexpected violent and extreme event, which causes
7.00121111	personal injury that is readily and objectively verifiable and may
	result either in death or permanent/temporary disability
SUDDEN ILLNESS	An acute illness affecting the Insured Person and which is not,
SODDEN ILLNESS	
	in any case, the (albeit sudden) manifestation of a condition
POLICY	that arose prior to the start date of the policy
	The document proving the insurance contract
PREMIUM	The amount payable by the Policyholder to the Company
HOSPITALISATION O	The admission to a public hospital, entailing overnight stay, duly
	authorised to admit and treat sick people, in accordance with
COMPANY	the law and as required by the competent Authorities  Generali Italia SpA

# A. INFORMATION ABOUT THE INSURER

# 1. General Information

Generali Italia S.p.A. is a Generali Group company.

- Registered office: Via Marocchesa 14 31021 Mogliano Veneto (TV) Italy.
- Contacts: 06 8483.1; website: www.inaassitalia.generali.it; email: info@inaassitalia.generali.it.
- The Insurance Company has been authorised under a decree by the Ministry of Industry and Trade (No. 289 of 2/12/1927) and is registered with the *Albo delle Imprese di assicurazione* (Register of Insurance Companies, No. 1.00021).

Reference should be made to the home page of the Company's website for any updates to this information package not due to the introduction of new regulatory provisions.

# 2. Information about the Insurer's financial position

Net equity: € 1,856,772,958.00; Share capital: € 618,628,450.00; Total reserves: € 1,238,144,508.00.

The Company's <u>non-life business</u> solvency ratio - defined as the ratio of the available solvency margin to the amount of solvency margin required by law - is equal to 1.43.

## B. INFORMATION ABOUT THE CONTRACT

The contract does not automatically renew at the end of the term.

Reference should be made to the general terms and conditions of insurance for more detailed information.

# 3. Insurance cover - Limitations and exclusions

The contract only covers foreign nationals staying in Italy exclusively for tourism purposes and desiring to take out an insurance against any unexpected incidents and emergency situations that may occur during their stay in Italy, including the Vatican City and the Republic of San Marino and the other countries of the Schengen area.

For more detailed information, reference should be made to the specific terms and conditions of each contract section.

The principal exclusions are set out in a specific article titled "Exclusions".

# 4. Representations by the insured regarding the circumstances of risk - Invalidity

Note

The provision of incorrect or incomplete information, in relation to the relevant risk circumstances, when taking out the insurance policy, may affect the delivery of the services herein, in pursuance of the following Italian Civil Code articles: article 1892 (Incorrect or incomplete statements made with actual malice and negligence) and article 1893 (Incorrect or incomplete statements made without actual malice and negligence). Reference should be made to the general terms and conditions of insurance.

# 5. Increasing or reducing the insurance risk

Note

The Insured Person must notify the Company, in writing, of any circumstances increasing or reducing the insurance risk, in accordance with the terms and conditions of insurance, and pursuant to articles 1897 and 1898 of the Italian Civil Code. For more details, reference should be made to the general terms and conditions of insurance and to the specific terms and conditions of each contract section.

# 6. Premium

There is a single premium, which must be paid in advance and the amount of which varies depending on the Insured Person's age.

The premium can be paid by post office money order, bank transfer, or in cash at the branch office.

#### 7. Adjustment of premium and insured sums

No adjustments are provided for.

#### 8. Limitation and forfeiture of the right to claim under this insurance

The right to claim under this insurance contract shall be forfeited if it is not exercised within two years from the occurrence of the event giving rise to the claim, pursuant to article 2952 of the Italian Civil Code.

#### 9. Applicable law

The contract is governed by Italian law.

#### 10. Tax regime

The contract is subject to the insurance tax referred to in Law 1216/1961, as amended. ingsha

#### C. **CLAIMS AND COMPLAINTS INFORMATION**

#### 11. **Claims**

Note

Applicable to all sections, claims must be filed in writing, in accordance with the general terms and conditions of insurance (description of the incident; specification of the consequences; name and address of the injured person(s) and witnesses; date and place of occurrence and causes of the incident).

For more details, reference should be made to the specific terms and conditions of each contract section:

- **Assistance Section**
- Medical Expense Reimbursement Section

#### **Complaints** 12.

Any complaints against the company, in relation to the management of the contract or the handling of claims, should be addressed to:

Generali Italia S.p.A. Customer Service - Via Leonida Bissolati 23 - 00187 Roma - Tel.: 06 47224020 - Fax: 06 47224204 - Email: reclami.assitalia@inaassitalia.generali.it.

If the complainant is unsatisfied with the outcome of the complaint, or if the Company fails to reply within the deadline of forty-nine days, he/she may contact the IVASS - Servizio Tutela degli Utenti - Via del Quirinale 21, 00187 Rome.

Any complaints filed with the IVASS should contain:

- a) the full name, address and telephone number of the complainant;
- b) the identification details of the person(s) complained about;
- c) a brief description of the reason for the complaint;
- d) a copy of the complaint sent to the Insurer and any replies received;
- e) any other useful document for describing the circumstances.

Regarding the settlement of cross-border disputes, it is possible to file a complaint either with the IVASS or the competent foreign authorities through the FIN-NET procedure (via the http://ec.europa.eu/internal market/fin-net/index en.htm), website prejudice to the possibility of bringing a legal action before the competent judicial authorities.

#### 13. **Arbitration**

The parties agree that any disputes between them shall not be referred to arbitration.

Generali Italia SpA accepts responsibility for the accuracy and completeness of the data and information contained in this Information Notice.

Thease of discrepancy Halian Wording shall prevail

# **INSURANCE CONTRACT**

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- the Information Notice, including the glossary of terms;
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must be delivered to the Policyholder prior to signing the contract or, where provided the

# **TERMS AND CONDITIONS OF INSURANCE**

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# **DEFINITIONS**

The parties agree that, conventionally speaking, for purposes of this contract, the following terms have the meanings as follows:

INSURED PERSON	Any foreign national legally staying in Italy under a Uniform
	Schengen Visa (USV) granted exclusively for short-term stays
	or travel (type C) of up to 90 days, but excluding entry visas for
	medical treatment, sports competitions, airport and other
	transit visas, activating the insurance cover by paying the
	premium
INSURANCE	The insurance contract
ASSISTANCE	The prompt assistance - in cash or kind - provided to the
	Insured Person in relation to the occurrence of an incident
POLICYHOLDER	The party who effects the insurance
ASSISTANCE	The structure at Europe Assistance Service SpA - Piazza Trento
STRUCTURE	8 - 20135 Milan - comprising medical staff, technicians,
	operative staff, manned on a 24/7 basis the year round, which,
	on the basis of a specific agreement with Generali Italia SpA
	answers the calls made by any Insured Persons on account of
	the latter, and organises and delivers the services provided for
	in the policy, at the latter's expense
ACCIDENT	An unexpected, violent and extreme event, which causes
	personal injury that is readily and objectively verifiable and may
	result either in death or permanent/temporary disability
SUDDEN ILLNESS	An acute illness affecting the Insured Person and which is not,
	in any case, the (albeit sudden) manifestation of a condition
	that arose prior to the start date of the policy
POLICY	The document proving the insurance contract
PREMIUM	The amount payable by the Policyholder to the Company
HOSPITALISATION	The admission to a public hospital, entailing overnight stay, duly
	authorised to admit and treat sick people, in accordance with
	the law and as required by the competent Authorities
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## **GENERAL TERMS AND CONDITIONS OF INSURANCE**

## Art.1 Premium and effective date of coverage

The cover is effective after Midnight on the day of entry in Italy, provided that the premium has been paid and the foreign national has been granted an entry visa.

The cover shall cease to be effective on the date of expiration of the visa, without the need to give notice and, in any case, its term cannot exceed 90 consecutive days.

The relevant premium may be paid in any one of the following ways:

- by payment into the Post Office account no. 92316009, in the name of General Italia SpA, at any Post Office branch in Italy;
- by bank transfer to the bank account at Branch 252 of BPM, in the name of GIOVANNI LEONARDI AG RMMEDAGLIEDORO GENERALIINASSITALIA PRDANNI IBAN: IT 41C055840320100000018404 specifying the following reason: "Assicurazione sanitaria per studenti/turisti/cittadini comunitaria a favore di "NAME AND SURNAME" effective from "DATE"
- by cash at the Branch Office in Via Cesare Fracassini 13 a/b 00196 Rome, Tel.
   063611676 Fax 063613626 Email: polizzecittadinistranieri@gmail.com

Individual premium for a maximum term of 90 consecutive days:

- 1) € 95 for foreign nationals aged up to 40 years.
- 2) € 115 for foreign nationals aged between 40 and 65 years.

## **Art. 2 Exclusions**

The insurance does not cover:

- a) urgent hospital treatment due to a pre-existing condition, prior illness or accident, or persistent or recurring condition;
- b) mental diseases or conditions, including neurotic behaviour;
- c) treatment or operations for removing or correcting pre-existing physical defects or malformations;
- d) dental treatments and periodontitis;
- e) the consequences of wars, insurrections, earthquakes or volcanic eruptions;
- f) accidents resulting from crimes committed by the Insured Person (including any accidents caused by serious misconduct);
- g) accidents, sickness and intoxication due to the abuse of alcoholic substances or caused by hallucinogenic drugs, psychiatric medication and psychoactive drugs, as well as conditions related to the non-therapeutic use of psychiatric medication and psychoactive drugs, the abuse of alcohol and/or psychotropic substances;
- h) accidents caused by aerial sports in general or any other sports activities practised in a professional capacity;
- accidents caused by participation in motor races or rallies or privately organised competitions with special regulations, motorcycling and powerboating activities, including the related test runs and training;
- j) surgical operations for correcting deviations of the nasal septum and pyramid, except for those caused by an accident occurring during the term of the policy, duly and exclusively documented by appropriate A&E records and x-rays confirming the fracture of the nasal bones.

## Art. 3 Eligibility and increase of risk

Persons who are or have been affected by alcoholism, drug addiction of HIV infection are not

eligible for cover, regardless of their current state of health.

If the Insured Person shows any of the above mentioned conditions or diseases during the term of the contract, this will entail an increase of risk for the Company, pursuant to article 1898 of the Italian Civil Code; therefore, the Company shall be entitled to immediately withdraw from the contract, albeit limitedly to the Insured Person affected by the condition, and any incidents occurring thereafter shall not entitle to any claims hereunder.

## **Art. 4 Territory**

The cover applies to any of the above mentioned incidents occurring exclusively in Italy, including the Vatican City and the Republic of San Marino, and the other countries belonging to the Schengen Area. No cover is provided for countries in a state of war, whether declared or not.

# Art. 5 Representations regarding the circumstances of risks

Any incorrect or incomplete information by the Policyholder and/or the Insured Person, in relation to the circumstances affecting the assessment of the risk, may entail the total or partial loss of the right to compensation and the termination of the Insurance (pursuant to articles 1892, 1893 and 1894 of the Italian Civil Code).

# Art. 6 Insurance on behalf of third parties

If this insurance is taken out on behalf of a third party, the relevant policy obligations must be complied with by the Policyholder, except those which, by their very nature, can only be complied with by the Insured Person, in accordance with article 1891 of the Italian Civil Code.

## Art. 7 Tax

The relevant insurance tax shall be charged to the Policyholder.

# Art. 8 Governing law

Any matters not provided for herein shall be governed by the applicable regulations.

# Art. 9 Disclaimer of responsibility and liability

The Assistance Structure accepts no responsibility for any damage caused by the intervention of the authorities in the country in which the insurance cover is provided, or due to any other unexpected and unforeseeable circumstances.

No cover is provided for countries in a state of war, whether declared or not. Such countries are those specified in the website http://watch.exclusive-analysis.com/lists/cargo specifying a degree of risk equal to or higher than 4.0.

Furthermore, countries in a state of declared or actual war are those countries in which the condition of war is public news.

Moreover, no cover is provided in those countries in which insurrections are under way, on the date the claim is filed and/or assistance requested.

Nor shall it be possible to provide services in kind (i.e. assistance) if the local or international authorities do not allow private companies to provide direct assistance activities, regardless of whether or not there is a risk of war.

## ASSISTANCE SECTION

# Art. 1 Scope of insurance - Repatriation for medical reasons

When an incident occurs, the Company undertakes to provide to the Insured Person the following services, according to the procedures as follows.

If the Insured Person is hospitalised in a Schengen Area country, for emergency treatment, in connection with an accident or sudden illness, and whose condition is such that it cannot be treated in a hospital facility in the same area, and if the medical staff of the Assistance Structure, in agreement with the medical staff of the hospital, believe that it is necessary to transfer him or her to a healthcare facility closer to home, the Company shall make the necessary repatriation arrangements and provide for:

- 1. the repatriation of the patient by the most appropriate of the following means of transport:
  - air ambulance;
  - scheduled air service, in economy class, with stretcher service, if necessary;
  - train (1st class, wagon lit or couchette);
  - ambulance.
- 2. the repatriation of the Insured Person by air ambulance can be arranged from and to all European countries or countries facing the Mediterranean Sea. In all other countries, the repatriation shall be arranged by scheduled air service, with stretcher service, if necessary;
- 3. the necessary assistance, if necessary, during the repatriation, by medical and/or paramedical personnel.

The relevant patient repatriation arrangement and transportation costs, including the fees for the medical and/or paramedical personnel, both on the ground and accompanying the patient, shall be incurred by the Company.

The following conditions shall not warrant repatriation:

- I infectious diseases and any other condition as a result of which the transportation of the patient would violate the applicable health regulations;
- II a disease or accident which, in the judgement of the competent medical personnel, does not require repatriation and can be treated locally.

If the Company has authorised the Insured Person's repatriation, it shall be entitled to request the return of any unused tickets.

# Art. 2 Filing claims - Procedure for requesting repatriation for medical reasons

Pursuant to articles 1913, 1914 and 1915 of the Italian Civil Code, the Insured Person, in order to be eligible for the services set out in the insurance cover, must contact the Assistance Structure before undertaking any initiative.

Requests for assistance must be made specifying the Insured Person's personal data, post office account details, "ST" identification code, policy number (Pol. XXX/YYYYYYYY), address and local contact number, by calling the round-the-clock contact centre at any of the following telephone numbers:

- freephone number **800450130**
- landline number **02/58286788**
- or by sending a telegram to the Operations Centre of EUROPE ASSISTANCE SERVICE SpA Piazza Trento 8 20135 MILAN.

The Policyholder must make sure that the request for assistance is followed, as soon as possible, by **the data protection consent form signed by the Insured Person**.

## REIMBURSEMENT OF MEDICAL EXPENSES SECTION

# Art. 1 Scope of the insurance - Urgent hospital treatment for sudden illness or accident

If the Insured Person is hit by sudden illness or accident and requires hospitalisation in a public hospital, or urgent medical treatment, the Company undertakes to pay directly to the ASL (District Health Authority responsible for running the hospital) and/or the Insured Person the expenses incurred for the services, without any limits.

Urgent medical treatment means all the medical treatments/services provided by hospitals, with or without the need for hospitalisation, if diagnosed as urgent by the medical staff at the hospital.

Regarding any urgent medical treatment in the member states, not including Italy, the Vatican City and the Republic of San Marino, which fully apply the provisions of the Schengen Acquis, the insurance provides for the reimbursement to the Insured Person of the expenses incurred up to a limit of  $\leqslant$  30,000.

# Art. 2 Filing claims - Requesting Emergency Hospital Care

The ASL (District Health Authority) determines whether the Insured is eligible for care, checking that, (i) the relevant premium has been paid, and (ii) the Insured is legally staying in Italy, on the basis of the entry visa.

Once the above mentioned checks have been carried out, and the Insured Person has been discharged from hospital, the competent ASL Authorities request the payment of the hospital bill, based on the applicable fees, to Società Generali Italia S.p.A. Divisione Ina Assitalia Agenzia Generale di Roma Medaglie d'Oro – at the dedicated office in Via Cesare Fracassini 13 a/b – 00196 Roma, Tel. 063611676 – Fax 063613626 – Mobile 346/6269437 – Email: polizzecittadinistranieri@gmail.com, documenting the validity and expiration of the visa, length of hospitalisation and payment of the premium.

They must send the hospitalisation records and related bill to the Company, which will then check the insurance cover and pay the amount due, in accordance with the policy, directly to the requesting ASL. In the case of urgent medical treatment outside Italy, by hospital facilities in the member states which fully apply the provisions of the Schengen Acquis, the Insured Person must apply for reimbursement of the expenses incurred by sending the original copies of the medical and expense records, and a photocopy of the entry visa and of the premium receipt, to the Company.

The Company will then reimburse the amount due under the policy, in Euros, at the Italian address specified by the Insured Person when the request is made.

# PRIVACY STATEMENT (Pursuant to article 13 of Legislative Decree 196/2003)

In accordance with the applicable regulations, Società Generali Italia SpA and the Agenzia Generale (Branch) of Roma Medaglie d'Oro, as independent data processors, will process your personal data, by hand or using electronic equipment, strictly for the purpose of providing the requisite insurance services.

The data may be disclosed to our collaborators acting as data controllers or processors; for some services we use Generali Group companies, or other trusted companies, which provide technical, organisational and operational tasks as independent data controllers or processors. Your personal data will not be disclosed to other persons. If you fail to provide your data we are unable to deliver our services, in whole or in part.

Pursuant to article 7 of Legislative Decree 196/2003, you are entitled to request, at any time, which of your data we possess, how we came by them and how they are used; you are also entitled to request their updating, modification, supplementing or cancellation, blocking and oppose their processing.

You may exercise these rights and request information regarding the persons, or entities, to which the data is disclosed, or who may become acquainted with them, in the capacity of data controllers or processors, by contacting:

- Generali Italia S.p.A. The data controller (within the meaning of art. 7 of Legislative Decree 196/2003) is Generali Corporate Services S.c.a.r.l. Privacy Gruppo Italia, Via Leonida Bissolati 23, 00187 Rome, tel. 06/4722.4865, fax 041.2593999. The website www.inaassitalia.generali.it features the updated privacy statements and further information regarding our company's privacy policy, including the updated list of controllers;
- Agenzia Generale di Roma Medaglie d'Oro Piazzale delle Medaglie d'Oro 37 00136 Rome.

Based on the above, by signing below you consent to the processing of your personal data, including any sensitive data, by the Company and the Agenzia Generale, their disclosure to the above mentioned persons and entities and their processing by the latter.

