



Europ Assistance Italia S.p.A.



Agreement No. 41946Q

Concluded pursuant to Article 1891 of the Italian Civil Code.

between:

Europ Assistance Italia S.p.A. with registered office in Via del Mulino n.4 20057 Assago (MI) - Company authorised to carry out insurance business, by decree of the Ministry of Industry and Trade No. 19569 of 2 June 1993 (Official Gazette of 1 July 1993 No. 152) - Enrolled in section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Generali Group, enrolled in the Register of Insurance Groups - Single-member Company subject to management and coordination by Assicurazioni Generali S.p.A.

- hereinafter "Europ Assistance" -

and

POLITECNICO DI MILANO based in Piazza Leonardo da Vinci, n°32, - 20133 Milano (MI) - VAT No. 04376620151 and Tax Code 80057930150

- hereinafter "the Policyholder" -

on behalf of the Policyholder's doctoral students (hereinafter "Insured Persons") and concerning the Cover described in the Insurance Conditions, to which the Insured Persons may voluntarily join by signing the Application Form.

In the event of joining, the relationship between Insured Persons and Europ Assistance shall be governed:
by the Rules governing the Agreement in general;
the Conditions of Insurance set out in Form 24104 (Part II);
by the Application Form AZ9453 (Annex B), a copy of which will be provided to the Policyholder by Europ Assistance.

It is understood that in relation to any claims and/or requests that the Insured Person may make in relation to the Cover provided by Europ Assistance, Europ Assistance itself shall be exclusively liable, and Europ Assistance may oppose the Insured Person in respect of all the exceptions that it may oppose to the Policyholder under the Agreement.





Europ Assistance Italia S.p.A.



15/05/2024 edition



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RULES GOVERNING THE AGREEMENT IN GENERAL

Art. 1. - DOCUMENTATION FOR INSURED PERSONS

The Policyholder undertakes to deliver/send to each customer, prior to joining, the Pre-contractual Information Notice, the pre-contractual and contractual documentation required by law (Information Set pursuant to Article 27 of IVASS Regulation 41/2018 consisting of Non-Life DIP, Additional Non-Life DIP, Insurance Conditions including Data Processing Information) and to keep track of the delivery. The Policyholder, at the time of any joining, undertakes to have each client sign the Application Form and to deliver/send to the Insured Persons any subsequent changes to the Information Set.

The Policyholder also undertakes to hold Europ Assistance harmless from any damage, loss, liability or expense incurred by Europ Assistance as a result of the breach of the aforementioned obligations.

The Policyholder undertakes to retain the originals of the Application Form and the consistency questionnaire duly completed in all its parts, duly signed by the Insured Persons, and in the event of an explicit request, undertakes to send Europ Assistance a copy of the same.

Art. 2. - CHANGES IN THE PERSON OF THE POLICYHOLDER

If the Policyholder is a company and if the company:

- is sold or part of its assets are sold, the Agreement transfers to the party who bought the company;
- merges with another company, the Agreement continues with the acquiring or merged company;
- transforms or changes its company name, the Agreement continues with the new company.

Within 15 days of the sale, merger, transformation or change of company name, the Policyholder or the acquiring or merged company must inform Europ Assistance. Europ Assistance has 30 days from receipt of the notice to decide whether to withdraw from the Agreement. In order to withdraw from the Agreement, Europ Assistance must send written notice of its intention to withdraw to the Policyholder or to the company that provided the notice of change. Withdrawal shall take effect 15 days after receipt of the notice.

If the Policyholder Company is dissolved or goes into liquidation, the Agreement shall terminate with immediate effect and Europ Assistance shall return to the Policyholder the portion of the premium paid and not enjoyed. The portion of the premium that is refunded is calculated after deducting tax and after adjustment with the guaranteed minimum annual premium calculated pro rata, where applicable.

Art. 3. - RIGHT OF VERIFICATION

Europ Assistance may carry out checks and inspections at the Policyholder's premises to verify compliance with the contractual obligations. **The Policyholder must cooperate.**

Art. 4. - DECLARATIONS RELATING TO THE CIRCUMSTANCES OF THE RISK

The Policyholder must describe the risk it intends to insure accurately and completely. **If the Policyholder makes inaccurate or incomplete statements that prevent Europ Assistance from correctly calculating the premium in relation to the risk(s) described, Europ Assistance may:**

- request the annulment of the Agreement if the Policyholder has acted wilfully or with gross negligence. In this case, articles 1892 and 1894 of the Italian Civil Code apply;
- withdraw from the Agreement if the Policyholder has acted without wilful misconduct or gross negligence. In this case, articles 1893 and 1894 of the Italian Civil Code apply.

Art. 5. - AGGRAVATION OF THE RISK

The Policyholder shall inform Europ Assistance of any circumstance that aggravates the risk. In this case, Europ Assistance may decide to terminate the Agreement, as provided for in Article 1898 of the Italian Civil Code.

Art. 6. - DECREASE IN THE RISK

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If the Policyholder informs Europ Assistance of circumstances that decrease the risk, Europ Assistance shall, as of the expiration date of the Agreement or of the premium instalment following this communication, reduce the premium and waive the right to withdraw from the Agreement.

Art. 7. - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim and up to the 60th day from the date of payment or refusal to pay, the Policyholder may withdraw from the Agreement by writing to Europ Assistance by registered letter with return receipt. Withdrawal shall be effective 30 days from the date in which Europ Assistance received the registered letter with return receipt from the Policyholder. Europ Assistance shall reimburse the Policyholder, within the following fifteen days, the portion of the premium relating to the period of risk not taken, withholding tax.

Europ Assistance may also exercise its right to terminate the Agreement after a claim with the same thirty-day notice period.

If the Policyholder exercises its right to withdraw from the Agreement, it undertakes not to have its doctoral students sign up for further cover after the effective date of withdrawal.

Cover that has expired before the effective date of withdrawal shall be valid until the first expiry of the period of cover for which the Policyholder has paid the premium, without possibility of renewal.

Europ Assistance undertakes to terminate the handling of claims in progress on the effective date of withdrawal, as well as the handling of claims occurring prior to withdrawal and reported after the same, provided that they are reported within the terms set forth in the "Obligations of the Insured Person in case of Claim" article of the Conditions of Insurance.

Art. 8. - PUBLICATIONS

If the Policyholder produces publications relating to this Agreement, it must include a description of the Cover and must comply with the provisions of Art. 30 et seq. of Reg. IVASS No. 41/2018. In its publications, the Policyholder may display the Europ Assistance brand and logo, which it must request from Europ Assistance. **The text of such publications, insofar as it relates to Europ Assistance, must be approved in advance by Europ Assistance itself and, unless otherwise agreed upon in writing between the parties, such publications shall not receive contributions from Europ Assistance.**

Art. 9. - PREMIUM, TERMS OF PAYMENT, COMMENCEMENT, DURATION AND RENEWAL OF THE AGREEMENT

The premium that the Policyholder pays to Europ Assistance is calculated based on the number of Insured Persons that the Policyholder declares to be covered during the insurance year.

The Policyholder shall pay at the signature of this Agreement, and at each subsequent annual renewal, the amount set forth in Simplo Form 24103, as an advance on the adjustment that will be made as set forth in the "Premium Adjustment" article.

This Agreement shall commence at midnight on the day indicated on Simplo Form 24103, if the premium or the first premium instalment has been paid; otherwise it takes effect at midnight on the day of payment, and expires at midnight on the day indicated on Simplo Form 24013.

If the Policyholder fails to pay the premiums or subsequent premium instalments, the Agreement shall remain suspended from midnight of the fifteenth day after the day on which the payment is due and shall resume at midnight of the day on which the payment is due. The Agreement shall be terminated as of right pursuant to Article 1901, Section 3 of the Italian Civil Code, if Europ Assistance, within six months of the day on which the premium or instalment is due, does not take action to collect it. It is, however, Europ Assistance's right to demand payment of the premium for the current insurance period and the costs incurred.

Any benefits/services provided during the suspension period will be specifically charged to the Policyholder.

Premiums must be paid to Europ Assistance by means of a bank transfer to the current account payable to **Europ Assistance Italia S.p.A. - IT36V0200805351000105898724** or, where applicable, to the intermediary authorised by Europ Assistance to collect premiums.

In the absence of notice of termination, given by either party to the other, by registered letter with advice of receipt sent at least 30 days before the expiry of the Agreement, the Agreement is renewed under the same conditions for a duration equal to the original one, excluding the fraction of a year, but not exceeding two years, and so on.

Art. 10. - UPFRONT PREMIUM AND GUARANTEED MINIMUM PREMIUM

The Policyholder, when signing Simplo Form 24103 and at each annual renewal, agrees to pay Europ Assistance the **Annual Upfront Premium of Euro 500.00** (including taxes) and the **Annual Guaranteed Minimum Premium of Euro 2,000.00** (including taxes)

PART I – Rules governing the Agreement in general

Art. 11. - SPLIT BY PREMIUM CLASS

Europ Assistance and the Policyholder shall establish as a premium, which the Policyholder shall advance to Europ Assistance for each Insured Person who joins the Policy in each year of validity of the Agreement, **the amount of Euro 500.00**. This premium is divided by cover as follows:

Annual end Premium Euro **500.00** of which taxes Euro 22.18.

- Assistance Class (R18): Euro **150.00** of which taxes Euro 13.64
- Illness Class (R2): Euro **350.00** of which taxes Euro 8.54

Art. 12. - TAXES

The Policyholder shall pay the taxes relating to this Agreement through Europ Assistance. In fact, taxes are included in the insurance premium.

Art. 13. - COMMUNICATIONS FOR THE OPERATION OF THE AGREEMENT

The Policyholder, in the event of the entry of a person entitled to coverage, undertakes to notify Europ Assistance within the following 24 hours of the previously shared track record by completing it in its entirety and sending it to the following email address Gateway.XFB@europassistance.it or by any computerised means made available by Europ Assistance.

Timely and accurate communication of the data of the person entitled to coverage is an essential condition for the insurance to be operative.

In the absence of such notifications, the Policyholder shall assume all charges and expenses incurred by Europ Assistance for the benefits/services/cover that it had to provide.

Art. 14. - PREMIUM ADJUSTMENT

The premium that the Policyholder pays to Europ Assistance when signing Simplo Form 24103 is calculated on a provisional number of Insured Persons. At the end of each insurance year or at the intervals stated on the Simplo, the premium is adjusted according to the number of Insured Persons who have been covered during the relevant period. Europ Assistance shall issue an adjustment appendix for an amount equal to the difference between the premium initially paid by the Policyholder and the premium resulting from the new calculations based on the number of Insured Persons.

The Policyholder shall in any case pay the minimum guaranteed premium amount indicated on Simplo Form 24103, if applicable, regardless of the number of Insured Persons covered.

Europ Assistance shall send the adjustment appendix to the Policyholder.

The Policyholder shall pay the amount indicated on the adjustment appendix within 30 days of its receipt.

If the Policyholder does not notify Europ Assistance of the number of Insured Persons who have become covered or does not pay the amount of the Adjustment Appendix within the established deadlines, Europ Assistance may grant the Policyholder an additional 15 days to notify the number of Insured Persons and/or pay the amount of the Adjustment Appendix. After this period has elapsed, Europ Assistance shall consider the amount paid by the Policyholder at the time it signed the Simplo on account or as security for the period being adjusted. Europ Assistance shall suspend the Agreement until midnight of the day on which the Policyholder fulfils its obligations.

Europ Assistance is nevertheless entitled to take legal action or to declare the termination of the Agreement by registered letter with return receipt.

In the event of failure to notify the Insured Parties or non-payment of the premiums indicated in the adjustment appendices, not due to malicious behaviour on the part of the Policyholder, Europ Assistance may indemnify any claims in the same proportion as the premium paid by the Policyholder at the time it signed the Simplo, and the entire premium due (advance + adjustment).

Art. 15. - TELEPHONE NUMBERS

Europ Assistance will make the following telephone lines available to Insured Persons for assistance requests:

- **800 776 492** for calls from Italy;
- **02 5824 6358** for calls from Italy and abroad.

PART I – Rules governing the Agreement in general

Art. 16. - GOVERNING LAW AND JURISDICTION

The Agreement is governed by Italian law.

For all matters not contemplated in the Agreement and for all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

Art. 17. - FORM OF THE AGREEMENT

The Agreement must be concluded in writing. Any amendment or variation to the Agreement must be made, evidenced and accepted in writing by Europ Assistance and the Policyholder.

Art. 18. - EXPRESS TERMINATION CLAUSE

This Agreement is automatically terminated if the Policyholder does not comply with the provisions of the articles "Documentation for Insured Persons", "Right of Verification", "Publications", "Governing Law and Jurisdiction", "Form of the Agreement". In this case, Art. 1456 of the Italian Civil Code applies.

Art. 19. - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) United Nations; (ii) European Union; (iii) United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing this Agreement.

Europ Assistance Italia S.p.A. shall not be obliged to provide any insurance cover, nor to settle claims, nor to provide any benefits or services described in the Conditions of Insurance if this would expose it to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing this Agreement.

This clause shall prevail over any contrary clause contained in this Agreement.

For further details the Policyholder may visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: **Syria, North Korea, Iran, Belarus, Russia** and the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson**.

Note!

If you are a "United States Person" and you are in Cuba or Venezuela, in order to be entitled to the assistance, indemnities/compensation provided for in the Policy, you must prove to Europ Assistance Italia S.p.A. that you are in Cuba or Venezuela in compliance with US laws.

Without authorisation for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

Art. 20. - PREMIUM REVISION CLAUSE

At least 30 days before the expiry of each annuity of the Agreement, in the presence of worsening factors such as, but not limited to:

- increase, on an annual basis, of the Italian inflation rate with respect to the effective date of the Agreement or to subsequent changes in the premium;
- depreciation of the euro/dollar exchange rate with respect to the effective date of the Agreement or to subsequent changes in the premium,

the parties undertake to meet to renegotiate the premiums, irrespective of any assessment, which is always possible, of the technical progress of the Agreement.

Art. 21. - PROCESSING OF PERSONAL DATA

PART I – Rules governing the Agreement in general

Art. 21.1 - INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA PROVIDED TO PERSONS BELONGING TO THE POLICYHOLDER'S ORGANISATION (PURSUANT TO ARTICLES 13 AND 14 OF THE EUROPEAN DATA PROTECTION REGULATION)

Personal data is information about a person that enables him or her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations¹ protecting personal data from misuse. Europ Assistance Italia, as the Data Controller, respects these regulations and, for this reason too, wishes to inform you of what it does with your Personal Data.

If what is described in this Information Notice is not sufficient or if you wish to assert a right provided for by law, you may write to the **Data Protection Officer** at Europ Assistance Italia - Data Protection Office - Via del Mulino, 4 - 20057 Assago (MI) or by email at UfficioProtezioneDati@europassistance.it

Why Europ Assistance Italia uses your Personal Data and what happens if you do not provide it or do not authorise its use

Europ Assistance Italia uses your Personal Data for:

- carrying out the activity of managing the contractual relationship with the Policyholder;
- conducting insurance business, preventing and detecting fraud, taking legal action and notifying the authorities of possible offences, recovering debts, conducting intra-group communications, protecting the security of buildings and IT tools, developing IT solutions, processes and products: Your Data are processed for the legitimate interests of the company and third parties;
- carrying out an activity that is required by law, such as the storage of contract documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator, IVASS: Your data is processed in order to comply with the law or regulations.

How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, collaborators and also external parties/companies,² uses the Personal Data it has obtained from you or other persons either on paper or by computer.

Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public entities operating in the insurance sector and other entities that perform tasks of a technical, organisational or operational nature³.

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information and, where appropriate, a copy of the safeguards adopted to transfer your Personal Data outside the European Union by contacting the Data Protection Office.

Europ Assistance Italia will not make your personal data available to the public.

How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia retains your Personal Data for as long as is necessary for the management of the purposes indicated above in accordance with the provisions of the regulations. In general, the ten-year retention period provided for in Article 2220 of the Italian Civil Code or any other specific term provided for in the applicable legislation applies.

What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation, opposition, which may be exercised in the manner set out in the following paragraph "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at www.garanteprivacy.it.

¹ The Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

² In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and financial statement certification services, as well as companies specialising in market research and service quality surveys.

³ Other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; companies that provide IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction services. Information on the processing of the data of private and public entities operating in the insurance sector and of other entities carrying out tasks of a technical, organisational or operational nature and acting as Controllers is available from them (e.g. from suppliers) and/or at www.europassistance.it.

PART I – Rules governing the Agreement in general

How can you exercise your rights to protect your personal data?

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, it being understood that revocation of the consent previously given does not affect the lawfulness of the processing carried out before revocation.

at any time can write to:

Ufficio Protezione Dati - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)
also by email: UfficioProtezioneDati@europassistance.it

amendments and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future amendments to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website www.europassistance.it where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

Art. 21.2 - PRIVACY CLAUSE

1. The Policyholder undertakes to make the Privacy Information Notice set out in Art. 21.1 known to the persons belonging to its organisation.
2. The Policyholder also undertakes to deliver to the Insured Person the Conditions of Insurance containing the Information on the processing of data for insurance purposes (pursuant to Articles 13-14 of EU Regulation 2016/679 on the protection of personal data) describing the data processing carried out by Europ Assistance.
It undertakes to have the Insured Person sign the Application Form in its entirety - which contains the consent to process of health data concerning the Insured Person - which the Policyholder shall keep in its original possession, making it available to the Company upon request.
For remote management of the Agreement, the Policyholder undertakes to set up processes to ensure the acquisition of consent to process of data relating to the health of the insured party and to keep the relative proof of acquisition available, making it available to the Company upon request.
The consent acquisition wording to be used is as follows: *"I have read the Information Notice on Data Processing prepared by Europ Assistance Italia and I consent to the processing of my personal health data required for the management of the Agreement by Europ Assistance Italia and the parties indicated in the Information Notice. I undertake to inform all those persons, whose personal data may be processed for the management of the Agreement, of the content of the Information Notice and to obtain their consent to the processing of their data".*
3. The Policyholder undertakes to notify Europ Assistance exclusively of the names of those who have signed the consent for the processing of data necessary for the performance of the contractual relationship. Furthermore, the Policyholder warrants that the personal information provided to Europ Assistance is accurate and up-to-date, and undertakes to hold Europ Assistance harmless from any damage, loss, liability or expense incurred by Europ Assistance as a result of its failure to provide the information as indicated in this clause.
4. If the Policyholder requests Europ Assistance to send the details of the Insured Persons who have activated the Cover, with proof of the date of the request, the Cover provided and the costs incurred, to the Policyholder itself and, if present and requested, to the broker who arranged the Agreement, in order to evaluate the signed Agreement, this communication processing will be carried out by Europ Assistance in fulfilment of this agreement. The Policyholder and the Broker in their capacity as Data Controllers of the data communicated to them shall provide exhaustive information to the person concerned, collecting, if necessary, the relevant consent. The Policyholder shall hold Europ Assistance harmless from any damage, loss, liability or expense incurred by Europ Assistance as a result of the processing of personal data required under this provision.

Art. 22. - TRACEABILITY OF FINANCIAL FLOWS

The Company assumes the obligations pertaining to the traceability of financial flows pursuant to Article 3 of Law No. 136 of 13 August 2010, as amended.

PART I – Rules governing the Agreement in general

In the event of non-compliance, the insurance contract and all sub-contracts derived therefrom shall be deemed terminated by right pursuant to Article 1456 of the Italian Civil Code and the sanctions provided for in Article 6 of the aforementioned law shall be applied.

PAYMENTS

The Company assumes the obligations set forth in Article 3 of Law No. 136 of 13/08/2010, as amended and supplemented, both in its direct relations with the Policyholder and with its collaborators, including the insurance broker, if any, concerning the traceability of financial flows.

The payment of the consideration for this tender shall be made, as declared by the Company, by bank/postal transfer or other payment instrument suitable to allow full traceability of the transactions to the following dedicated current account in the name of Europ Assistance Italia S.p.A. Banca - UniCredit – IBAN IT36V0200805351000105898724.

As stated by the Company, the person delegated to operate the aforementioned current account is understood to be:

FABIO CARSENZUOLA born in BUSTO ARSIZIO (VA) on 25.06.1976 - Tax Code: CRSFBA76H25B300Z.

The Company, in compliance with the provisions of Article 3 of Law No. 136 of 13 August 2010 as amended, undertakes to use the aforesaid dedicated current account.

Payments will be made exclusively by bank/postal transfer or other payment instrument suitable to allow full traceability of the transactions, which must report, in relation to each transaction, the tender identification code(CIG) and/or the unique project code (CUP) assigned by the Public Administration

Pursuant to IVASS Order No. 7 of 16 July 2013, we hereby inform you that, as of 1 November 2013, you can access the reserved area of the website of Europ Assistance Italia S.p.A. to consult your current insurance coverage, the contractual terms and conditions you have signed, the status of your premium payments and the relevant due dates.

You can access the reserved area at any time after registering, if not yet done, in the customer area of the website www.europassistance.it.

For any information, please call the freephone number 800 01 35 29 from 8 a.m. to 8 p.m., Monday to Saturday.

“POLITECNICO DI MILANO”

Conditions of Insurance relating to Agreement No. 41946Q concluded
between

Europ Assistance Italia S.p.A. with registered office in Via del Mulino n.4 20057 Assago (MI) - Company authorised to carry out insurance business, by decree of the Ministry of Industry and Trade No. 19569 of 2 June 1993 (Official Gazette of 1 July 1993 No. 152) - Enrolled in section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Generali Group, enrolled in the Register of Insurance Groups - Single-member Company subject to management and coordination by Assicurazioni Generali S.p.A.
(hereinafter – Europ Assistance)

and

POLITECNICO DI MILANO based in Piazza Leonardo da Vinci, n°32, - 20133 Milano (MI) - VAT No. 04376620151 and Tax Code 80057930150

(hereinafter – the Policyholder)

THE COVER DESCRIBED IN THE INSURANCE CONDITIONS CAN BE TAKEN OUT VOLUNTARILY IF YOU SIGN THE APPLICATION FORM.

PART II – Terms and Conditions of Insurance - Form 24104

CONTENTS

GENERAL TERMS AND CONDITIONS OF INSURANCE FOR THE INSURED

Art. 1. - OTHER INSURANCE

You may be insured with several insurance companies for the same Risk.

In the event of a claim, you must inform all insurance companies with which you are insured for the same Risk, including Europ Assistance, of the existence of other insurance companies covering the same Risk. In this case, Art. 1910 of the Italian Civil Code applies.

PART II – Terms and Conditions of Insurance - Form 24104

The purpose of Art. 1910 of the Italian Civil Code is to avoid the case where the Insured, with several insurance policies for the same Risk with different companies, receives a total sum greater than the damage sustained. For this reason, in the event of a claim, the Insured must inform each company of all insurance policies taken out with the others for the same Risk.

Art. 2. - GOVERNING LAW AND JURISDICTION

The Policy is governed by Italian law.

For all matters not contemplated in the Policy and for all rules of jurisdiction and/or the competence of the judge, Italian law shall apply.

Art. 3. - TIME LIMITATION

Any claim you may have against Europ Assistance shall be limited to a period of two years from the date when the claim is made. In liability insurance, the two-year period starts from the day when the injured party claimed compensation from you or sued you for damages. In this case, Art. 2952 of the Italian Civil Code applies.

For cover other than Assistance, in the event of a claim being made and pending legal proceedings, you are obliged to interrupt the time limitation periods in writing.

It should be noted that pending legal proceedings are not considered as a cause of stopping the time limitation period.

Example: if the Insured reports an Event after the maximum deadline of two years established by the Italian Civil Code, he/she will not be entitled to Compensation.

Art. 4. - PAYMENT CURRENCY

In Italy, you will receive compensation in Euros. If you seek Compensation for expenses incurred in countries that are not part of the European Union or that belong to the European Union, but do not have the Euro as their currency, Europ Assistance will calculate the compensation by converting the amount of the expenses you incurred into Euros. Europ Assistance calculates compensation based on the value of the Euro in relation to the currency of the country in which you incurred the expenses on the day the invoice was issued.

Art. 5. - WITHDRAWAL IN THE EVENT OF A CLAIM

After each claim and up to the 60th day from the date of payment or refusal to pay, you may withdraw from the Policy by writing to Europ Assistance by registered letter with return receipt. Withdrawal shall be effective 30 days from the date in which Europ Assistance received your registered letter with return receipt. Europ Assistance shall reimburse you, within the following fifteen days, the portion of the premium relating to the period of risk not taken, withholding tax.

Europ Assistance may also exercise its right to terminate the Agreement after a claim with the same thirty-day notice period.

The collection or payment of premiums due after you have reported a claim or any other act on your part or on the part of Europ Assistance may not be interpreted as a waiver of the right of withdrawal.

Europ Assistance undertakes to terminate the handling of claims in progress on the effective date of withdrawal, as well as the handling of claims occurring prior to withdrawal and reported after the same, provided that they are reported within the terms set forth in the "Obligations of the Insured Person in case of Claim" article of the Conditions of Insurance.

Art. 6. - PREMIUM

Annual end Premium Euro **500.00** of which taxes Euro 22.18.

- Assistance Class (R18): Euro **150.00** of which taxes Euro 13.64
- Illness Class (R2): Euro **350.00** of which taxes Euro 8.54

Art. 7. - PREMIUM REVISION CLAUSE

PART II – Terms and Conditions of Insurance - Form 24104

On each renewal of the Policy, Europ Assistance may adjust the annual insurance premium considering the growth rate of the consumer price for blue- and white-collar households (FOI), based on ISTAT data as of September of the current calendar year and the index for September of the previous calendar year.

If the change in the ISTAT index is greater than 1.5% from the previous year's index, the premium will be adjusted by the percentage corresponding to the delta between the two observation periods.

The adjustment to the change in the ISTAT index can be either upwards or downwards. In the latter case, the premium may never be lower than the initial premium (on the date of accession) as set out in Article "Premium".

The premium adjusted to the ISTAT index will be communicated to you in time for you to be able to cancel the Policy if you do not wish to accept the new premium conditions.

By way of example:

Year 1 (policy purchase year) ISTAT FOI = 104.5

Year 2 (year of observation), ISTAT FOI = 113.5

ISTAT index change: Inflation = $[(\text{Index Year 2} - \text{Index Year 1}) / \text{Index Year 1}] * 100 = + 8.6\%$.

ISTAT (FOI) index change in year 2 compared to year 1 greater than 1.5% = premium adjustment requirement + 8.6%.

Art. 8. - TAXES

The premium also includes taxes that are not the responsibility of Europ Assistance and that you are required to pay by law.

Art. 9. - DECLARATIONS RELATING TO THE CIRCUMSTANCES OF THE RISK

When you take out the Policy you must ensure that you have provided true, accurate and complete information. Any significant amendment in the information provided during the period when the Policy is valid must be immediately notified to Europ Assistance through the Policyholder. If you fail to comply with these obligations, you may lose all or part of your right to Indemnification/Compensation/Assistance.

Art. 10. - AGGRAVATION OF THE RISK

you are obliged to notify Europ Assistance of any changes that lead to an aggravation of the risk through the Policyholder. Failure to provide information may result in the total or partial loss of the right to Indemnification/Compensation/Assistance, as well as the termination of the insurance pursuant to Art. 1898 of the Italian Civil Code.

Art. 11. - DECREASE IN THE RISK

In the event of a decrease in risk, Europ Assistance is required to reduce the premium, or the premium instalment, following your notification and waives the related right of withdrawal.

Art. 12. - PROFESSIONAL SECRECY

You must release the doctors who have to examine your claim for your state of health from their obligation to maintain professional secrecy with Europ Assistance.

Art. 13. - PROCESSING OF PERSONAL DATA

Europ Assistance may become aware of and use other people's personal data when providing you with cover. By taking out the Policy, you undertake to make these individuals aware of the privacy notice and to obtain their written consent to the processing of their health data for insurance purposes. You can use the following consent form: "I have read the privacy notice on data processing and consent to the processing of my personal data relating to health necessary for the management of the policy by Europ Assistance Italia and the parties indicated in the notice."

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SECTION I – DESCRIPTION OF THE COVER



What is insured?

Art. 14. - SUBJECT-MATTER OF INSURANCE

A) ASSISTANCE COVER

You may claim each of the listed benefits/services up to 3 times for each type during the policy term when you are in distress as a result of the occurrence of a claim.

You can apply for the following benefits/services in the event of an accident, if you have an illness or in the event of a Covid-19 that directly affects you.

BENEFITS/SERVICES

1. MEDICAL ADVICE

If you have an illness and/or injury, you can seek medical advice by telephone.

Doctors use the information you give them to assess your state of health.

You can request this service 24 hours a day, 7 days a week.

➤ **Note!**

This opinion is not a diagnosis.

2. SENDING A DOCTOR OR AMBULANCE WITHIN ITALY

You can only apply for this service after having had a MEDICAL CONSULTATION.

If you are in Italy and you need a medical examination or an ambulance, the Operations Centre will send a chosen and approved doctor to your home where you are staying.

When no doctor can personally attend, the Operations Centre will transport you by ambulance to the nearest specialised medical centre.

The hours for the provision of the service is as follows:

- Monday to Friday, 8 p.m. to 8 a.m.,
- on Saturdays, Sundays and public holidays, 24 hours a day.

➤ **Note!**

This is not an emergency service. In case of emergency call 118.

3. REFERRAL BY A MEDICAL SPECIALIST

You can only apply for this service after having had a MEDICAL CONSULTATION.

If you need to see a specialist and want to know which specialist doctor is closest to you, the Operations Centre will provide you with the name of a doctor, subject to local availability.

4. MEDICAL RETURN

If, as a result of an **illness or** medical condition, the doctors at the Operations Centre consider, in consultation with the doctor treating you on site, **that you need to be transported to an appropriate medical facility in Italy or returned to your home or country of origin, the Operations Centre will organise your return**, at Europ Assistance's expense, using the means and within the timeframe it deems appropriate for your situation.

Europ Assistance will organise and pay for your medical return at the time and with the means best suited to the situation.

The means of transport are:

- plane in economy class, including with space for a stretcher if you have to lie down;
- **train by first** class and, if necessary, in a sleeping car;
- **ambulance.**

Transport shall be fully organised by the Operations Centre and shall include medical or nursing assistance during the trip, should the Operations Centre's doctors deem it necessary.

In the event that a return to the Insured Person's residence by the above-mentioned means is not compatible with their clinical condition, the service will be paid to the nearest place of residence, be it a hospital, hotel or friends/family home, where the sick person can be cared for.

Europ Assistance shall have the right to request any travel ticket not used for the Insured Person's return.

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In the event of the death of the Insured Person, the Operations Centre shall organise and transport the body to the place of burial at home or in the Insured Person's country of residence. The transportation of the body in the Insured Person's country of residence will be carried out to the city with an international airport closest to the place of burial.

Europ Assistance shall bear the costs of transporting the body, **up to a maximum of Euro 5,000.00 per Insured Person. For higher amounts Europ Assistance will intervene immediately after receiving adequate guarantees in Italy.**

5. RETURN WITH A FAMILY MEMBER

When, following the "Medical Return" service, the Operations Centre's doctors do not deem it necessary for you to receive medical assistance during the trip, and a family member wishes to accompany you to your place of hospitalisation in Italy or to your home or residence in the country of origin, the Operations Centre will also arrange for the family member to return by the same means used for you. Europ Assistance may request any unused travel ticket for the return of the insured persons family member.

Europ Assistance will bear the costs:

- **up to a maximum of Euro 200.00 if the return journey is made in Italy;**
- **up to a maximum of Euro 500.00 if the return journey is made to a foreign country.**

6. FAMILY MEMBER JOURNEY

When you are alone, in countries signed up to the Schengen Treaty, and you are admitted to a medical institution for a period exceeding 10 days, **the Operations Centre shall provide**, at Europ Assistance's expense, **a first-class train ticket or a return economy class aeroplane ticket to allow a family member to join you.**

Europ Assistance shall only bear the cost of the tickets **up to a maximum amount of Euro 1,000.00 per claim and per Policy term.**

7. ACCOMPANIMENT OF MINORS

When, as a result of an **accident, illness or force majeure**, **you**, being in one of the countries signed up to the Schengen Treaty, are **unable to care for the minors under the age of 15** who are with you, **the Operations Centre shall provide**, at Europ Assistance's expense, **a first-class train ticket or economy class round-trip aeroplane ticket**, to allow a family member to **travel to the minors** and take care of them.

Europ Assistance will only bear the cost of the tickets **up to a maximum amount of Euro 1,000.00.**

8. RETURN OF THE CONVALESCENT INSURED PERSON

When, due to hospitalisation in countries signed up to the Schengen Treaty, you are unable to return to your home or to your residence in your country of origin by the means originally planned, **the Operations Centre shall provide you**, at **Europ Assistance's expense**, with **a first-class train ticket or an economy-class plane ticket.**

9. EXTENSION OF STAY

If your health condition, certified by a written medical prescription, does not allow you to undertake the return trip to your place of residence in your country of origin on the pre-arranged date, the Operations Centre shall make hotel reservations, if necessary, and Europ Assistance shall bear the related expenses(**room and breakfast only**).

The service is paid **for a maximum of three days** from the established date of return, up to a **maximum total amount of EUR 40.00 per day per sick/injured Insured Person.**

10. EARLY RETURN

When you **have to return to your place of residence in your country of origin before the date** you had planned and by a means other than the one you had originally planned, **due to the death**, as recorded on the death certificate issued by the registry office, **of one of the following family members: spouse/domestic partner, son/daughter, brother, sister, parent, father/daughter-in-law, son-in-law, daughter-in-law**, the **Operations Centre shall provide you**, at Europ Assistance's expense, with **a first-class train ticket or economy class aeroplane ticket** so that you can travel to the place where the family member died or is buried.

Europ Assistance will only bear the cost of the tickets **up to a maximum amount of Euro 1,000.00.**

You must provide the original documentation relating to the information requested within 15 days of the claim.

B) MEDICAL EXPENSE REIMBURSEMENT COVER

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If, following a **sudden illness or accident**, you have to incur medical/pharmaceutical/hospital expenses for urgent and non-postponeable treatment or operations in countries signed up to the Schengen Treaty, during the period of validity of the cover, Europ Assistance shall **reimburse** them in accordance with the maximum amount provided.

For medical and pharmaceutical expenses, including in the event of admission to a Medical Institution or a place equipped for First Aid, Europ Assistance shall bear the costs, with direct payment on the spot by the Operations Centre and/or as reimbursement, up to the **maximum amount of Euro 30,000.00 per Insured Person and for the period of validity of the Policy.**

The following are included in the limits indicated

- hospitalisation fees in a medical institution prescribed by a doctor **up to Euro 200.00 per day per Insured Person**;
- expenses for urgent dental treatment, only following an accident, **up to Euro 200.00 per Insured Person**;
- expenses for prosthesis repairs, only following an accident, **up to Euro 200.00 per Insured Person**.

Note!

The Cover includes coinsurance. See "Limitation of Cover" in Section II.



Where does the Cover apply?

Art. 15. - TERRITORIAL EXTENSION

All cover is understood to mean all countries in which the loss occurred and in which the benefits/services and cover are provided, with the **exception of**

- **any different operation indicated in the individual benefits/services/cover,**
- **of the exclusions indicated in the benefits/services/cover;**
- **that stated in Art. "International Sanctions".**

Specifically: Italy, the Republic of San Marino, the Vatican City and the countries signed up to the Schengen Treaty. These are: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Iceland, Italy, Greece, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and any country signing up to the Treaty after the publication of the following conditions.



When does the cover begin and end?

Art. 16. - COMMENCEMENT AND DURATION

The cover runs from the hours and day indicated on the Application Form and expires at midnight of the day indicated on the same.

SECTION II - RISKS EXCLUDED AND LIMITATIONS OF COVER



What is not insured?

Art. 17. - EXCLUSIONS

• GENERAL EXCLUSIONS VALID FOR ALL COVER

All cover excludes claims caused by:

- a. **malice;**
- b. **gross negligence except as indicated in individual cover;**
- c. **floods, inundations, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters;**
- d. **transmutation phenomena of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;**
- e. **wars, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;**

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- f. nervous and mental illnesses, organic brain syndromes, schizophrenic disorders, paranoid disorders, manic-depressive forms;
- g. illnesses that are the expression or direct consequence of chronic pathological conditions or pre-existing at the date of commencement of travel;
- h. pregnancy-related illnesses after the 26th week of gestation and illnesses related to childbirth;
- i. injuries resulting from the performance of the following activities: mountaineering with rock climbing or access to glaciers, ski or water ski jumping, driving and use of bobsleds, kite-surfing air sports in general, driving and use of hang gliders and other types of ultralight aircraft, paragliders and the like sports using motor vehicles or watercraft, air sports in general, acts of recklessness, related trials and training, as well as all injuries suffered as a result of professional sports activities that are not amateur (including competitions, trials and training);
- j. organ harvest and/or transplantation;
- k. car, motorbike or motorboat races and related trials and training;
- l. abuse of alcohol or psychotropic drugs as well as the use of narcotics and hallucinogens;
- m. illnesses/injuries resulting from the HIV virus
- n. attempted suicide or suicide.
- o. epidemics or pandemics as declared by the World Health Organisation with the exception of Covid-19
- p. indirect consequences of the Covid-19 epidemic/pandemic.

The following cases are also excluded:

- failure to comply with orders/regulations imposed by control bodies/host countries or countries of origin;

The insurance does not cover any expenses due to or arising from/consequent to quarantine or other measures restricting freedom of movement, decided by the competent International and/or local authorities, with the term local authorities being understood to mean any competent authority of the country of origin or any country where you have planned your trip or through which you are travelling to reach your destination.

Travel is not insured:

- undertaken for participation in games/competitions involving extreme activities;
- undertaken to carry out hazardous occupational activities;
- undertaken for the purpose of having: appointments, check-ups, hospitalisations, surgery.

EXCLUDED COUNTRIES

Travel to the following countries is not insured: Afghanistan, Cocos, South Georgia, Heard and Mc Donald, Bouvet Island, Christmas Island, Pitcairn Island, Chagos Islands, Falkland Islands, Marshall Islands, Minor Outlying Islands, Solomon Islands, Wallis and Futuna, Kiribati, Micronesia, Nauru, Niue, Palau, Western Sahara, Samoa, Saint Helena, Somalia, French Southern Territories, West Timor, East Timor, Tokelau, Tonga, Tuvalu, Vanuatu

A) ASSISTANCE COVER

In addition, the following exclusions apply to individual cover:

- **MEDICAL RETURN**
The following are excluded
 - illnesses or injuries that, in the opinion of the Operations Centre's doctors, can be treated in Italy;
 - infectious diseases, where transport involves violation of national or international health regulations;
 - costs relating to the funeral ceremony and those for the search of persons and/or possible recovery of the body;
 - all cases in which the Insured Person or the Insured Person's family members voluntarily sign for discharge against the advice of the doctors of the facility where the Insured Person is hospitalised.
- **RETURN WITH A FAMILY MEMBER**
The costs of the family member's stay are excluded from the cover.
- **FAMILY MEMBER JOURNEY**
The costs of the family member's stay are excluded from the cover.
- **ACCOMPANIMENT OF MINORS**
The costs of the family member's stay are excluded from the cover.
- **EXTENSION OF STAY**
Hotel costs other than room and breakfast are excluded from the cover.

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- **EARLY RETURN**
Cases in which you cannot provide the Operations Centre with adequate information on the reasons for the request for early return are excluded from the cover.

B) MEDICAL EXPENSE REIMBURSEMENT COVER

The following are not covered:

- all expenses incurred by the Insured Person if they have not reported to Europ Assistance, either directly or through a third party, the fact that they have been admitted to hospital or received First Aid treatment;
- expenses for treatment or cure of physical defects or congenital malformations, cosmetic applications, nursing, physiotherapy, spa and slimming treatments,
- expenses for dental treatment (except those specified above as a result of an accident);
- the cost of purchasing and repairing eyeglasses, contact lenses, orthopaedic and/or prosthetic devices (except those specified above as a result of an accident);
- transport and/or transfer costs to the Insured Person's medical institution and/or place of accommodation.



Are there any limits on cover?

Art. 18. - INTERNATIONAL SANCTIONS

"International Sanctions" means the set of national and international provisions governing embargoes, sanctioned individuals and entities, terrorist financing and trade restrictions adopted by: (i) United Nations; (ii) European Union; (iii) United States of America, primarily through the Office of Foreign Assets Control of the United States Department of the Treasury; (iv) United Kingdom and (v) national jurisdictions governing these Conditions of Insurance.

Europ Assistance Italia S.p.A. shall not be obliged to provide any insurance cover, nor to settle claims, nor to provide any benefits or services described in the Conditions of Insurance if this would expose it to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United States of America, the United Kingdom or applicable national jurisdictions governing these Conditions of Insurance.

This clause will prevail over any clause to the contrary contained in these Terms and Conditions of Insurance.

For further details you can visit:

<https://www.europassistance.it/contenuti-utili/international-regulatory-information-links>

Insurance cover is not available in the following countries: **Syria, North Korea, Iran, Belarus, Russia** and the following regions: **Crimea, Donetsk, Lugansk, Zaporizhzhia, Kherson**.

Note!

If you are a "United States Person" and you are in Cuba or Venezuela, in order to be entitled to the assistance, indemnities/compensation provided for in the Policy, you must prove to Europ Assistance Italia S.p.A. that you are in Cuba or Venezuela in compliance with US laws.

Without authorisation for your stay in Cuba or Venezuela, Europ Assistance Italia S.p.A. cannot provide assistance, and will not be able to award you indemnities/compensation.

Art. 19. - LIMITATIONS OF COVER

- **TRAVEL LIMITATIONS**
You are not covered if you travel to a country, region or geographical area which the competent government authority in your country of residence or in the country of destination or host country has advised you not to travel to, or otherwise reside in, even temporarily.
- **VALIDITY OF INSURANCE**
The insurance applies to persons not domiciled and not resident in Italy, the Republic of San Marino and the Vatican City.
However, for those who take up residence in Italy while the Insurance is valid, it remains valid until its expiry date.
- **SUBSCRIPTION LIMITS**
You cannot buy this policy from Europ Assistance if:
 - you have to insure a trip that has already begun on the effective date of the Policy,

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- you want to extend the trip you have already insured with another policy from Europ Assistance or another company,
- you want to increase the policy limits and cover.

A) ASSISTANCE COVER

• LIMITS

Assistance cover benefits/services are provided up to three times per insured, for each type within the term of the insurance.

• LIMITATION OF LIABILITY

Europ Assistance will not have to pay the following damages:

- caused by the intervention of the authorities of the country in which the assistance is provided,
- as a result of any other fortuitous and unpredictable circumstances.

Moreover, the operation of the benefits is subject to restrictions and measures imposed by government, local and health authorities.

• LIMITS OF INTERVENTION

Benefits/services are also not provided in those countries that are in a state of declared or de facto belligerency. These are the countries listed on <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, with a danger rating of 4.0 or higher.

Countries are also considered to be in a state of declared or de facto war if the state of war has been made public.

Benefits/services are also not provided in countries where, at the time of the claim and/or request for assistance, civil unrest is taking place.

In addition, benefits/services in kind (i.e. assistance) cannot be provided where local or international authorities do not allow private entities to carry out direct assistance activities regardless of whether or not there is a risk of war.

MEDICAL EXPENSE COVER

• COINSURANCE

Reimbursement is made, for each individual claim, by applying a 20% coinsurance to the expenses incurred with a minimum of Euro 52.00 and a maximum of Euro 2,600.00.

Example of coinsurance:

estimated amount of damages Euro 1000.00

coinsurance 20%

Euro 200,00

indemnifiable/reimbursable damage up to the limit of Euro 800.00 (Euro 1000.00 - Euro 200.00)

SECTION III - OBLIGATIONS OF THE INSURED AND EUROP ASSISTANCE



What obligations do you have and what obligations does the company have?

Art. 20. - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

A) ASSISTANCE COVER;

In case of a Claim, you must immediately call the Operations Centre on:

800 776 492 for calls from Italy

(+39) 02 5824 6358 for calls from Italy and abroad

If you are unable to call the Operations Centre immediately because you are unable to do so, you must call as soon as possible and in any case always before taking any personal action.

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For INTEGRATED HOME ASSISTANCE only, you must call the Operations Centre at least 48 hours prior to the scheduled discharge from the hospital by dialling 02 58 28 69 81 or send a fax to 02 58 38 45 78 with all the medical documentation.

If you do not call the Operations Centre, Europ Assistance may decide not to provide you with Assistance. In this case, Art. 1915 of the Italian Civil Code applies.

B) MEDICAL EXPENSE REIMBURSEMENT COVER

In the event of a claim, following the immediate telephone contact with the Operations Centre, you must, no later than sixty days from the occurrence of the claim, make a report - by accessing the portal <https://sinistrionline.europassistance.it> following the instructions (or by accessing directly at www.europassistance.it claims section)

or

by giving written notice to **Europ Assistance Italia S.p.A. - Via del Mulino, 4 - 20057 Assago (MI)** indicating on the envelope "**Ufficio Liquidazione Sinistri – Rimborso spese mediche**", and sending by post:

- name, surname, address, telephone number;
 - Policy number;
 - documentation proving your date of entry into Italy;
 - a medical or first aid certificate issued at the scene of the accident stating the injury suffered or the medical diagnosis certifying the type and manner of the accident suffered;
 - in the case of hospitalisation, a true copy of the original of the medical record;
 - originals of invoices, receipts or tax receipts for expenses incurred, complete with tax data (VAT number or Tax ID number) of the issuers and the holders of the receipts;
 - doctor's prescription for any medicines purchased with the original receipts for the medicines purchased;
- In order to settle the claim, Europ Assistance may subsequently request additional documentation which the Insured Person must provide.

Failure to comply with this obligation may result in the total or partial loss of the right to compensation, pursuant to

Art. 1915 of the Italian Civil Code: the article explains what happens to the Insured if they do not report the claim to their insurer in time.

The insurer is required to compensate the Insured for an amount equal to the damage sustained by the insured.

If the Insured deliberately behaves in such a way as to cause or aggravate the damage, the insurer may not pay for said.

If the Insured unintentionally causes or aggravates the damage, the insurer may pay less.

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HOW TO REQUEST ASSISTANCE

To receive Assistance, you can telephone the Operations Centre of Europ Assistance, which is available 24 hours a day. The Operations Centre will give you all information or indicate the most suitable procedures to best solve any type of problem, as well as authorise any expenses.

IMPORTANT: do not take any initiative without first consulting the Operations Centre, calling the number:

800 776492 - 02 58246358

You must provide the following information:

- Type of intervention required;
- name and surname;
- address of your location;
- telephone number.

If you are unable to telephone the Operations Centre, you may send: a fax to the number 02 58477201

Europ Assistance must process your personal data in order to provide the Cover indicated in the Terms and Conditions of Insurance and, as stated in Regulation (EU) 2016/679 on the protection of personal data, it needs your consent to process your health-related data. By telephoning or writing to Europ Assistance, you freely give your consent to the processing of your personal data relating to your health as indicated in the privacy notice you received.

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COMPLAINTS

Any complaints about the contract or management of claims must be made in writing to: Europ Assistance Italia S.p.A. - Ufficio Reclami - Via del Mulino n. 4 - 20057 Assago (MI); fax: 0258 477128, certified email: reclami@pec.europassistance.it - email: ufficio.reclami@europassistance.it.

If you are not satisfied with the outcome of your complaint, or if you have not received a reply within the deadline of forty-five days, you may contact IVASS (Istituto per la vigilanza sulle assicurazioni) - Servizio Tutela del Consumatore - via del Quirinale, 21 - 00187 Rome, fax: 0642 133206, certified email: ivass@pec.ivass.it, attaching documentation relating to your complaint processed by Europ Assistance to your request. In these cases, and for complaints concerning compliance with sector regulations to be submitted directly to IVASS, the complaint must indicate:

- the name, surname and address of the party making the complaint, and a telephone number as applicable;
- the person or subjects the complaint refers to;
- briefly describe in full the grounds of the complaint;
- a copy of the complaint submitted to Europ Assistance and any reply from it;
- all documents useful to describe the relevant circumstances in more detail.

The form for submitting a complaint to IVASS can be downloaded from www.ivass.it.

Before taking legal action, you can use alternative dispute resolution systems provided by law or conventionally.

- **Mediation:** by contacting a Mediation Body from those listed by the Ministry of Justice, at www.giustizia.it (Law 9/8/2013 No. 98);
- **Assisted negotiation:** by sending a request to Europ Assistance Italia S.p.A. via your lawyer

Insurance disputes on the determination and estimation of damages under policies against the risk of harm (where contemplated in the Terms of Insurance).

In the event of a dispute regarding the determination and estimation of damages, an appraisal of the contract is necessary where contemplated by the Terms and Conditions of Insurance, in order to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino No. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: to sinistri@pec.europassistance.it.

In the case of disputes regarding policies against the risk of harm in which the contract has already been appraised, or not regarding the determination and estimation of damages, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

Insurance disputes on medical matters (where contemplated in the Terms of Insurance).

In the event of disputes relating to medical matters under accident or health policies, arbitration must be used where contemplated in the Terms and Conditions of Insurance, to solve the dispute. The request to have the contract appraised or to refer to arbitration should be sent to: Ufficio Liquidazione Sinistri - Via del Mulino No. 4 - 20057 Assago (MI), by registered letter with return receipt or by certified email: to sinistri@pec.europassistance.it. Arbitration will take place at the headquarters of the Institute of Forensic Medicine closest to your place of residence.

In the case of disputes regarding accident or health policies in which arbitration has already taken place or not regarding medical matters, the law provides for compulsory mediation, which is a condition for proceeding, with the option of prior assisted negotiation.

The foregoing is without prejudice to the right to take legal action.

For the resolution of cross-border disputes, you can submit a complaint to IVASS or activate the competent foreign system through the FIN-NET procedure (at http://ec.europa.eu/internal_market/finnet/index_en.htm).

PRIVACY NOTICE

WHAT IS PERSONAL DATA AND HOW IS IT USED BY EUROP ASSISTANCE ITALIA S.P.A.

Information on data processing for insurance purposes
(pursuant to articles 13 and 14 of the European Data Protection Regulation)

Personal data is information about a person that enables him or her to be recognised among other people. Personal data includes, for example, your name and surname, your identity card or passport number, information about your health, such as illness or injury, information about criminal offences and criminal convictions.

There are regulations¹ protecting personal data from misuse. Europ Assistance Italia, a Data Controller, complies with these regulations and, for this reason, wishes to inform you of what it does with your personal data.

If the information in this Notice is not sufficient, or if you wish to exert a legal right, you may write to the **Data Protection Officer** at Europ Assistance Italia Ufficio Protezione Dati Via del Mulino No. 4 - 20057 Assago (MI) or by email to UfficioProtezioneDati@euroDassistance.it

Why Europ Assistance Italia uses your personal data and what happens if you do not provide data or do not authorise its use

Europ Assistance Italia uses your personal data, if necessary for the management of the SERVICES and COVER, including data relating to your health or to criminal offences and criminal convictions, for the following *insurance purposes*:

- to carry out the activity that is foreseen by the Agreement or to provide the SERVICES and COVER; to carry out insurance business, for example proposing and managing the Agreement, collecting premiums, undertaking reinsurance, control and statistical activities: your common data, which may also concern your location (geolocation), is processed in order to meet contract obligations; to process, where necessary, your health data, you must provide your consent; *automated decision-making processes* are used in the online quotation and purchase process for some policies and in some of the processes for managing PERFORMANCE and COVER².
- to carry out insurance business and prevent and detect fraud, take legal action and notify the authorities of possible offences, recover amounts owing, issue intra-group communications, protecting the security of the company's assets (e.g. buildings and IT tools), develop IT solutions, processes and products: your Data, including data relating to your health for which you have given your consent, or data relating to criminal offences and convictions, is processed in the legitimate interests of the company and third parties;
- to carry out activities required by law, such as the retention of Policy and claim documents; to respond to requests from the authorities such as the Carabinieri, the Insurance Regulator, IVASS: your Data, including data relating to your health or to criminal offences and convictions, is processed in order to comply with the law or regulations.

If you do not provide your personal data and/or you do not consent to its use, Europ Assistance Italia will not be able to carry out the activity for *insurance purposes* and therefore will not be able to provide the SERVICES and COVER.

How Europ Assistance Italia uses your personal data and who the data is disclosed to

Europ Assistance Italia, through its employees, staff and external parties/companies,³ uses personal data that it has obtained from you or from other persons (such as, for example, the Policyholder, a relative of yours or the doctor who treated you, a travelling companion or a supplier) either on paper or via computer or an app.

For *insurance purposes*, Europ Assistance Italia may disclose your personal data, if necessary, to private and public entities operating in the insurance sector and other entities that are involved in managing relations with you or performing technical, organisational and operational activities⁴

¹ The Regulation (EU) 2016/679 on processing of personal data (hereinafter the Privacy Regulation) and Italian primary and secondary legislation

² Automated decision-making is defined as a management process that does not require the intervention of an operator: this process has shorter management times. If you would like to request the intervention of an operator regarding the purchase of policies, you may call or write to Customer Service. In relation to benefits/services, you can call the Operations Centre, and in relation to Cover, you can write to the Claims Settlement Office. Contact details are available at www.europassistance.it and in the Policy.

³ In accordance with the Privacy Regulation, these subjects are designated as Processors and/or persons authorised to process data, or act as autonomous Controllers or Joint Controllers, and perform tasks of a technical, organisational and operational nature. They are for example: agents, sub-agents and other agency staff, producers, insurance brokers, banks, SIM and other purchase channels; insurers, co-insurers and reinsurers, pension funds, actuaries, lawyers and medical advisers, technical consultants, roadside assistance, loss adjusters, garages, vehicle dismantling centres, healthcare facilities, claims settlement companies and other contracted service providers, Generali Group companies and other companies providing contract and service management services, IT, telematics, financial, administrative, archiving, correspondence management, auditing and certification services, as well as companies specialising in market research and service quality surveys.

⁴ To the Policyholder, other branches of Europ Assistance, Generali Group companies and other entities such as insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance or reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as body shops, salvage firms, wreckers, health facilities, claims management companies, other companies providing IT, telematics, financial, administrative, archiving, mailing, profiling and customer satisfaction survey services. Information

PRIVACY NOTICE

Europ Assistance Italia, depending on the activities it is required to perform, may use your personal data in Italy and abroad, and may also disclose it to entities located in countries outside the European Union that might not guarantee an adequate level of protection according to the European Commission. In such cases, the transfer of your personal data to entities outside the European Union will be subject to appropriate safeguards in accordance with applicable law. You have the right to obtain information about the transfer of your personal data outside the European Union by contacting the Data Protection Office. Europ Assistance Italia will not make your personal data available to the public.

How long does Europ Assistance Italia retain your personal data?

Europ Assistance Italia will retain your personal data for as long as is necessary for the management of the above-mentioned purposes in accordance with provisions of the law or, if this is not possible, in accordance with the times indicated below.

- Personal data contained in insurance contracts, insurance treaties and co-insurance contracts, claims and litigation files are retained for 10 years from the last registration in accordance with provisions of the Italian Civil Code or for a further 5 years in accordance with insurance regulations.
- Common personal data collected on any occasion (for example when entering into a policy requesting a quote) accompanied by consent/refusal to consent to sales promotions and probation are retained without expiry, as is evidence of relevant amendments you make over time to the consent/refusal. You have the right to object at any time to such processing and to request the deletion of your data if there are no contractual or legal conditions that require its retention.
- Personal data collected as a result of the exercise of data subjects' rights is retained for 10 years after the last registration in accordance with provisions of the Italian Civil Code
- Personal data of individuals who have committed fraud or attempted to commit fraud is retained for more than 10 years.

In general, for all matters not expressly specified, the ten-year retention period indicated in Art. 2220 of the Italian Civil Code or any other specific term provided for by applicable law shall apply.

What are your rights to protect your personal data?

In connection with the processing of your personal data you have the following rights: access, rectification, cancellation, restriction, portability, revocation and opposition, which you can exercise according to the procedures indicated in the next section "How you can exercise your rights to protect your personal data". You have the right to lodge a complaint with the Data Protection Authority and you can find more information at www.garanteprivacy.it.

How can you exercise your rights to protect your personal data?

- To find out which of your personal data is used by Europ Assistance Italia (right of access);
- to request your data to be rectified (updated, modified) or if possible, erased, limited and to exercise the right to the portability of your personal data processed at Europ Assistance Italia;
- to object to the processing of your personal data based on the legitimate interest of the controller or a third party unless the controller or the third party demonstrates that such legitimate interest overrides your own or such processing is necessary for the establishment, exercise or defence of legal claims; to object to the processing of your personal data for direct marketing purposes
- if the processing carried out by the Data Controller is based on your consent, to revoke the consent given, it being understood that revocation of the consent previously given does not affect the lawfulness of the processing carried out before revocation,

you can write at any time to:

Ufficio Protezione Dati - Europ Assistance Italia SpA - Via del Mulino, 4 – 20057 Assago (MI)

also by email: UfficioProtezioneDati@europassistance.it

amendments and updates to the Notice

Europ Assistance Italia may supplement and/or update all or part of this Notice in consideration of possible future amendments to applicable privacy laws. It is understood that any amendments, additions or updates will be notified in accordance with applicable legislation, also by publication on the website www.europassistance.it where you can also find more information on the policies regarding the protection of personal data adopted by Europ Assistance Italia.

ANNEX A - GLOSSARY

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INSURED:

- the natural person, in their capacity as an international doctoral student from EU or non-EU countries, domiciled but not resident in Italy, the Republic of San Marino and the Vatican City, who resides continuously for one year in the Schengen area and carries out study/research activities with the Policyholder and whose name is indicated on the Application Form.
- the natural person, in their capacity as an international doctoral student from EU or non-EU countries, resident in Italy, the Republic of San Marino and the Vatican City, not registered with the National Health Service, who resides continuously for one year in the Schengen area and carries out study/research activities with the Policyholder and whose name is indicated on the Application Form.

TERMS AND CONDITIONS OF INSURANCE: clauses from the Agreement containing: the General Terms and Conditions of Insurance for the Insured, the description of the Cover, the exclusions and limitations of the Cover, the obligations of the Insured Person and of Europ Assistance.

POLICYHOLDER: **POLITECNICO DI MILANO** based in Piazza Leonardo da Vinci, n°32, - 20133 Milano (MI) - VAT No. 04376620151 and Tax Code 80057930150

AGREEMENT: the insurance contract between Europ Assistance and the Policyholder, entered into on behalf of the Policyholder's doctoral students, having as its subject matter the Cover described in the Terms and Conditions of Insurance. The Agreement consists of the Rules governing the Agreement in general, the Insurance Terms and Conditions and the Application Form.

DOMICILE: the Italian municipality where the Insured Person is domiciled.

EUROP ASSISTANCE: the insurance company, i.e. Europ Assistance Italia S.p.A. with registered office in Via del Mulino n.4 - 20057 Assago (MI) - Company authorised to carry out insurance business, by decree of the Ministry of Industry and Trade No. 19569 of 2 June 1993 (Official Gazette of 1 July 1993 No. 152) - Enrolled in section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Generali Group, enrolled in the Register of Insurance Groups - Single-member Company subject to management and coordination by Assicurazioni Generali S.p.A.

DEDUCTIBLE: part of the indemnity, established in the Cover, that remains the responsibility of the Insured.

COVER: the insurance cover described in the Conditions of Insurance.

ACCIDENT: the event due to a fortuitous, violent and external cause that directly and exclusively results in objectively ascertainable physical injury causing death, permanent invalidity or temporary disability.

COMPENSATION: the amount due by Europ Assistance to the Insured Person in the event of a claim.

HEALTHCARE FACILITY: the public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. **Spas, convalescent and residential homes, and dietary and beauty clinics are excluded.**

ILLNESS: any change in the state of health that is not due to an accident.

SUDDEN ILLNESS: acute onset illness of which the Insured Person was unaware and which is not a manifestation, even if sudden, of a previous illness known to the Insured Person.

PRE-EXISTING ILLNESS: illness that is the expression or direct consequence of chronic pathological conditions or pre-existing at the commencement of cover.

LIMIT: the maximum amount Europ Assistance will pay in the event of a claim.

APPLICATION FORM: the document signed by the Insured Person and containing his/her personal details, the amount of the premium due from him/her and the duration of the Policy.

ANNEX A - GLOSSARY

RULES GOVERNING THE AGREEMENT IN GENERAL: Clauses of the Agreement governing the obligations of the Policyholder and Europ Assistance.

POLICY: the document consists of the Insurance Terms and Conditions and the Application Form.

PREMIUM: the sum owing to Europ Assistance.

BENEFIT/SERVICE: material aid given to the Insured Person at the time of need by the Operations Centre of Europ Assistance for a claim under the Assistance Cover.

RESIDENCE: the place where you live as shown on your civil registration certificate.

HOSPITALISATION: a stay in a care facility that includes at least one overnight stay.

RISK: the probability of the claim occurring.

COINSURANCE: The part of the amount of the claim, expressed as a percentage, that remains compulsorily payable by you, with a minimum and a maximum expressed as an absolute value.

SIMPLO: document proving the Agreement and governing the relationship between Europ Assistance and the Policyholder

CLAIM: the occurrence of the harmful event for which the Cover is provided.

OPERATIONS CENTRE: the centre of Europ Assistance Italia S.p.A. - Via del Mulino n. 4 - 20057 Assago (MI) consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised or otherwise) operating 24/7, every day of the year, providing telephone contact with the Insured, and the organisation and delivery of the Assistance provided for in the Terms of Insurance.

Journey/trip/travel: period of stay in Italy, the Republic of San Marino, the Vatican City State, as shown in the entry documentation.