

## “MSC Covid19”

Insurance Conditions relative to the Policy no. 39167Q stipulated by and between



Europ Assistance Italia S.p.A.



**Europ Assistance Italia S.p.A.** having its registered office in Piazza Trento 8, Milan – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

(hereinafter referred to as Europ Assistance)  
and

**ERNESTO SOLARI ASSICURAZIONI s.r.l.** having its registered office and head office in Via Giordano Bruno, 16146 Genova GE - P. iva 02708870106 - R.E.A. GE-290535 - R.U.I. B000014442 (hereinafter referred to as the “Contracting Party”)

in the favour of the customers of the Policyholder and of MSC CRUISES S.A. having its head office 1206 Geneve (Suisse), Avenue Eugène-Pittard 40, CHE – registered in Registre du Commerce no. CH-660-0459006-3, TVA 112.808.357 (hereinafter referred to as the “Insured Parties”), thereby meaning the Insured Parties in accordance with Art. 1891 of the Italian Civil Code



Card no. MSCAG + booking no.

## INSURANCE CONDITIONS FORM. 20217

*These provisions are the translation into English of the original Italian version. In case of discrepancies between the translation and the Italian version, only the original document in Italian is authentic.*

### GENERAL INSURANCE CONDITIONS FOR THE INSURED PARTY

#### Art. 1. - OTHER INSURANCE

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

**If a Claim occurs, you must inform all the 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.**

*Article 1910 of the Italian Civil Code aims to prevent the Insured Party, with more than one insurance policy covering the same Risk taken out with different insurance companies from receiving a total sum greater than the damage suffered. For this reason, in the event of a claim, the Insured Party must inform each insurance company of all the insurance policies taken out with the others, for the same Risk*

#### Art. 2. - LAW GOVERNING THE POLICY AND JURISDICTION

The Policy is governed by the Italian law.

Italian law shall apply to all the matters not specifically written in this Policy and for all the rules of jurisdiction and/or competence of the court.

*Jurisdiction is the power that the law has given to judges to enforce the legal rules of a particular country. Eg Italian jurisdiction: Italian judges are responsible for applying Italian laws. Jurisdiction also means the sphere of competence of a authority or a person over different matters or in different territories.*

#### Art. 3. - TIME LIMITS

**All your claims against Europ Assistance are time-barred within two years of the date of the claim. In third-party liability insurance, the two years commence from the day on which the injured party asks or sues you for Compensation.**

**For claims under Cover other than Assistance, you are required to suspend the time limit in writing when filing.**

*E.g.: if the Insured Party reports a Claim beyond the maximum term of two years established by the Italian Civil Code, he will not be entitled to compensation.*

#### Art. 4. - PAYMENT CURRENCY

You receive the Compensation in Euro. If you claim Compensation for expenses incurred in countries that are not members of the European Union or members of the European Union that do not have the Euro as their currency, Europ Assistance calculates the Compensation by converting the amount of expenses you have had into Euro. Europ Assistance calculates the Compensation on the basis of the Euro exchange rate in relation to the currency of the country in which you incurred the expenses on the day of issue of the invoice.

#### Art. 5. - PROFESSIONAL SECRECY

You shall release all doctors who are to review your Claim, requiring an assessment of your state of health, from their professional secrecy obligations in respect of Europ Assistance

#### Art. 6. - PERSONAL DATA PROTECTION

**Europ Assistance may become aware of and use the personal data of other people when providing you with the Cover. In subscribing the Policy, you undertake to provide these persons with the information on the processing of**

**data and to give their written consent to the processing of their data for insurance purposes. Processing could also involve information regarding their state of health, criminal offences or criminal convictions. You may use the following consent formula: “I have read the Data Processing Disclosure and consent to the processing of my personal data, including medical data and/or data relating to offences and criminal convictions, necessary to the management of the Cover by Europ Assistance Italia and the parties indicated in the Disclosure.”**SECTION I - DESCRIPTION OF COVER



#### What is insured?

#### Art. 7. - SUBJECT OF THE INSURANCE

These covers, EXCEPT CANCELLATION COVER, apply as secondary risk to any other insurance cover in place..

##### A) COVID-19 CANCELLATION COVER

You can request travel or rental cancellation costs cover when needing to cancel travel booked upon testing positive to COVID-19, ascertained by positive tests for

- you and/or your live-in family members directly;
- your travel companion directly.

You can request this cover even if, before the first embarking, you test positive at the MSC CRUISES S.A. triage and you are therefore prevented access to the cruise ship.

Europ Assistance will indemnify the penalty, applied contractually by the Tour Operator:

- to you

and, if they are insured and registered in the same file as you:

- to your family members;
- to one of your travel companions.

If several Insured Parties are registered to travel together at the same time, in the absence of any other persons of the same nuclear family, you shall specify only one person as “travel companion”.

Even if bookings are made separately, they will still be considered as part of the same file if the penalty document states “Travels with”.

In addition, you may cancel your trip if you, a member of your household, a cohabiting family member or a travel companion test positive for Covid -19 in a procedure performed by a health facility, and you cannot travel because the health facility has scheduled you, your family member or travel companion for additional diagnostics tests (swab).

Europ Assistance reimburses the full penalty charged up to the limit to liability envisaged in the contract with the Travel Organisation, which shall never exceed Euro 3,000.00 per Insured Party and Euro 10,000.00 per travel file.

**Europ Assistance does not reimburse:**

- port/file management services and duties;
- agency fees and insurance premiums;
- in the event of the purchase of air tickets, airport taxes that can be reimbursed by the air carrier.

**Please note!**

**This cover envisages a Percentage Excess charge. See Article “Limitations of Cover” of Section II.**

**The Percentage Excess does not apply:**

- in the event of a change and/or forced renunciation of travel due to hospitalisation (excluding day hospital and accident and emergency)
- in the event of death.

##### B) TRAVEL ASSISTANCE COVER

Europ Assistance provides the following services in the event of COVID-19 epidemics/pandemics, striking:

- you

- one of your family members travelling with you, as long as insured and registered on the same travel file

- a travel companion, as long as insured or if the consequences are experienced at the place in which you find yourself during your Travel.

The assistance services are supplied up to once per Insured Party, per type within the period of policy duration.

#### 1. RETURN TO THE RESIDENCE

If you, your family members registered on the same travel file and a potential travel companion do not manage to return to the place of residence using the vehicles you had booked at the start of travel, call the Organisational Structure.

The Organisational Structure helps you book the tickets necessary for your return home (if it is technically-practically feasible to proceed).

Air tickets will always be economy class.

**Europ Assistance pays the cost of the return ticket up to a maximum Euro 1000.00 per insured party and Euro 2,000.00 per Claim.**

**Europ Assistance may ask for the tickets you were unable to use to return home, to be returned to it.**

#### C) MEDICAL TRANSFER COVER

If you and your family, registered in the same travel file and a potential travel companion should be transferred to the "COVID-19 Structure" made available by MSC CRUISES S.A. by the local authorities or at your place of residence, call the Organisational Structure.

Europ Assistance refunds the cost of transfer up to a maximum of

- Euro 2,000,00 for Short-Haul cruises;

- Euro 3,000,00 for Medium and Long Haul cruises.

**The maximum amounts are per Insured, per claim and per period of duration of the Guarantee.**

#### D) COVID MEDICAL EXPENSES COVER

Europ Assistance pays (if it is technically-practically feasible to proceed) or refunds you for any urgent medical/pharmaceutical/hospital expenses that cannot be deferred, incurred at the place of the claim, as follows:

CASE A) during the period for which your travel extends in the event of sudden illness or injury not connected with a COVID-19 epidemic/pandemic. The limit to liability is Euro 5,000.00.

CASE B) during travel in the event of illness relating to COVID-19 epidemic/pandemic, ascertained by positive testing. The limit to liability is Euro 5,000.00.

**Limits of liability are per Insured Party and per period of Cover duration.**

#### E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE

If you are hospitalised in a "COVID-19 Structure" made available by MSC CRUISES S.A. insofar as you are found positive at the triage performed by MSC before embarking, Europ Assistance will pay you an indemnity of up to:

- Euro 150,00 per day for a maximum of 15 days for Short-Haul cruises;

- Euro 250,00 per day for a maximum of 15 days for Medium and Long Haul cruises.

**Limits of liability are per Insured Party, per claim and per period of Cover duration.**

#### F) TRAVEL QUOTA REIMBURSEMENT COVER

If you, your family member travelling with you or your travel companion, registered simultaneously, are forced to interrupt travel in the event of:

- hospitalisation for COVID-19 epidemic/pandemic;
- forced quarantine due to COVID-19;
- rules/orders issued by the supervisory bodies of your country of origin that force you to return to your place of residence early;

**Europ Assistance will pay you the cost of the of days left to completion of the cruise (pro-rata temporis), starting from the day on which travel was interrupted and excluding the day of leaving the ship.**

In the event of the simultaneous registration of a pre-established group of participants, the definition of "travel companion" may refer to just one person.

**G) INDEMNITY COVER FOR HOSPITALISATION** If, within 15 days of returning from Travel you were hospitalised for at least 7 consecutive days for COVID-19, Europ Assistance pays you an **Indemnity of Euro 1,000.00 per Insured Party, per claim and per period of duration of Cover.**



**Where is the cover valid?**

#### Art. 8. - TERRITORIAL SCOPE

These are the Countries where the claim takes place and for which cover can be requested.

**These are divided up into three groups:**

A) Italy; Vatican City and the Republic of San Marino;

B) all European Countries and the Countries of the Mediterranean basin: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Iceland, Israel, Liechtenstein, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldavia, Principality of Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and Hungary.

C) all Countries throughout the world.



**When does Cover start and end?**

#### Art. 9. - EFFECTIVE DATE AND DURATION OF COVER

Cover is effective from the travel start date to the travel end date.

The COVID-19 TRAVEL CANCELLATION COVER runs from 24:00 on the day on which the Travel is booked until the date on which it starts. Start of Travel means: the time of check-in at the airport and in any case until the MSC CRUISES S.A. triage at first embarkation on the ship.

The HOSPITALISATION INDEMNITY Cover is effective from the date on which you return and ends 15 days later.

## SEZIONE II – SECTION II - EXCLUSIONS AND LIMITATIONS OF COVER



**What is not insured?**

#### Art. 10. - EXCLUSIONS

##### • GENERAL EXCLUSIONS FOR ALL COVER

All cover excludes claims caused by:

- a) fraud;
- b) flooding, deluge, volcanic eruptions, earthquakes, atmospheric phenomena classed as natural disasters, atom nucleus transmutation, radiation caused by the artificial acceleration of atomic particles;
- c) wars, strikes, revolutions, popular turmoil or movements, looting, acts of terrorism and vandalism.

The cover also excludes:

- d) Cover/Services of all types, consequent to laws and/or Decree Laws issued for COVID-19.

##### • EXCLUSIONS FROM INDIVIDUAL COVER

#### A) COVID-19 CANCELLATION COVER

You are also not insured if cancellation depends on or is caused by:

- a) theft, robbery, loss of identification and/or travel documents;
- b) bankruptcy of the Carrier or Tour Operator/Travel Agency/MSA CRUISES S.A.;
- c) cancellation by the Tour Operator/Travel Agency/MSA CRUISES S.A.;
- d) deposits and/or advances that are not justified by penalty tax documents;
- e) failure to send the communication (pursuant to the section "OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM") before the travel/stay start date, except for cases of cancellation caused by death or hospitalisation of at least 24 consecutive hours (excluding day hospital and accident & emergency) of a family member or if you test positive at MSC CRUISES S.A. triage and you are therefore prevented access to the cruise ship;
- f) epidemics and pandemics except for that due to COVID-19;
- g) all else not indicated under the Art. entitled "Subject of the Insurance".

**B) TRAVEL ASSISTANCE COVER; C) MEDICAL TRANSFER COVER; E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE; F) TRAVEL QUOTA REIMBURSEMENT COVER; G) INDEMNITY COVER FOR HOSPITALISATION.**

Moreover, claims are excluded as caused by:

- a) bankruptcy of the Carrier or Tour Operator/Travel Agency/MSA CRUISES S.A.;
- b) cancellation by the Tour Operator/Travel Agency/MSA CRUISES S.A.;
- c) epidemics and pandemics except for that due to COVID-19;
- d) all else not indicated under the Art. entitled "Subject of the Insurance".

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which MSC CRUISES S.A. has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

#### D) MEDICAL EXPENSES REIMBURSEMENT COVER

Claims depending on the following are also excluded:

- a) mental diseases and psychological disturbances in general, including cerebral organic syndromes, schizophrenia, paranoia, manic-depressive forms and related consequences/complications;
- b) voluntary termination of pregnancy, non-premature delivery, assisted reproduction and their complications;
- c) illnesses that are the expression or direct consequence of chronic pathological situations or situations in place at the time the travel began, except for unexpected worsening of pre-existing illnesses at the time of departure;
- d) injuries deriving from the following activities: practice of air sports and activities in the air in general, extreme sports if practised outside sports organisations and without the envisaged safety criteria, acts of bravado

and all injuries suffered as a consequence of professional sports or in any case sports activities not on an amateur level (including races, trials and training);

- e) removal and/or transplant of organs;
- f) automotive, motorcycle or motor boat races and related tests and training;
- g) abuse of alcohol or psychological drugs;
- h) use of mind-altering and hallucinogenic substances;
- i) attempted suicide or suicide;
- j) all else not indicated under the Art. entitled "Subject of the Insurance".

The following cases are also excluded:

- Failure to comply with orders/rules issued by the supervisory bodies/host countries or countries of origin;
- events for which MSC CRUISES S.A. has to intervene directly in compliance with obligations deriving from that established in the Tourism Code.

Europ Assistance will also not pay you for:

- all the expenses incurred by you if no declaration has been made to Europ Assistance, directly or through third parties, of the hospitalisation or emergency treatment;
- expenses to treat or eliminate physical defects or congenital malformations, aesthetic applications, nursing care, physical therapy, spa or weight-loss treatments;
- dental care expenses following sudden illness;
- costs for the purchase and repair of spectacles and contact lenses;
- orthopaedic and/or prosthetic device expenses following sudden illness;
- check-ups at home for situations consequent to illnesses that began during travel;
- transport and/or transfer expenses to the Healthcare Institute and/or the place of your accommodation, unless otherwise provided for individual guarantees



Are there limits to cover?

#### Art. 11. - INTERNATIONAL SANCTIONS

Europ Assistance Italia S.p.A. is not required to guarantee insurance cover and is not obligated to pay the Compensation, nor to pay any benefit under these Insurance Conditions, if the provision of such cover or the payment of such Compensation or benefit exposes Europ Assistance Italia S.p.A. to sanctions, bans or restrictions under resolutions of the United Nations or to trade or economic sanctions or revocatory orders under the laws or regulations of the European Union or USA. This clause will prevail over any conflicting condition set out in these Insurance Conditions.

The link below gives an updated list of the Countries subject to sanctions

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

The policy shall not apply in the following Countries: Syria, North Korea, Iran, Venezuela and Crimea.

Please note!

If you are a "United States Person" and you are in Cuba, in order to receive the assistance and compensation under the Policy, you must provide evidence to Europ Assistance Italia S.p.A. that you were in Cuba in compliance with US laws.

If you were not authorised to travel to Cuba, Europ Assistance Italia S.p.A. may not provide assistance nor pay compensation.

#### Art. 12. - LIMITS TO THE COVER

##### • TRAVEL RESTRICTIONS

You are not covered if you travel to a country, region or geographical area for which the competent governmental authority in your country of residence or in the country of destination has advised against traveling or residing, even temporarily

##### • CONTINUED STAY ABROAD

Maximum cover duration in the period of validity of the Insurance is 60 consecutive days.

##### • LIMITS TO INTERVENTION

The services/cover are not provided in Countries in a state of declared or of de facto war.

Such Countries are those given on the website <https://www.europassistance.it/paesi-in-stato-di-belligeranza>, which have a risk level declared as equal to or above 4.0.

Countries whose state of war has been made publicly known are considered to be in a state of declared or of de facto war.

Services are also not supplied in any Countries in which, at the time the claim is declared and/or assistance requested, there is a state of popular tumult.

It is also not possible to provide services in kind (and therefore assistance) where the local or international authorities do not allow

private individuals to provide direct assistance, regardless of whether or not there is a war risk applicable at the time

#### A) COVID-19 TRAVEL CANCELLATION COVER

##### • PERCENTAGE EXCESS CHARGES

The cover includes a 15% excess charge of the amount of the penalty, in the event of renunciation and/or change of travel for any reason other than hospitalisation or death.

If the penalty exceeds the limit to liability indicated in the policy, the percentage excess charge is calculated on the latter.

##### Example of percentage excess:

estimated amount of damage Euro 100.00

15% excess Euro 15.00

indemnifiable/reimbursable damages within the limits to liability Euro 85.00 (Euro 100.00 - Euro 15.00)

#### B) TRAVEL ASSISTANCE COVER

##### • LIMIT TO LIABILITY

Europ Assistance will not compensate damages:

- caused by the intervention of the authorities of the Country in which assistance is given,
- consequent to any other random and unforeseeable circumstances.

It is also specified that the application of the services is in any case subject to the limits and provisions imposed by the local, medical and government authorities.

#### SECTION III – OBLIGATIONS OF THE INSURED PARTY AND OF EUROP ASSISTANCE



What are your obligations? What are your insurer's obligations?

#### Art. 13. - ADDITIONALLY, OBLIGATIONS OF THE INSURED PARTY IN THE EVENT OF A CLAIM (EXCEPT FOR TRAVEL ASSISTANCE)

*In the event of request of reimbursement, you shall inform Europ Assistance by one of the following methods:*

- by accessing the portal <https://msc-sinistronline.europassistance.it> and following the instructions.

or

- by writing a registered mail to **Europ Assistance Italia S.p.A. – Ufficio Liquidazione Sinistri – Piazza Trento 8 – 20135 Milan, Italy**

or

- by sending a fax to (+39).02.58.47.71.36

or

- by sending an e.mail to: [msc@europassistance.it](mailto:msc@europassistance.it)

*You should provide the following information/documents*

- your personal details;
- your phone number/e-mail;
- MSCAG prefix followed by booking no
- how the event occurred and date and place;
- la data di avvenimento del sinistro;

*The times for reporting the claim are indicated in each guarantees.*

#### ADDITIONALLY, FOR EACH COVER, YOU WILL NEED TO PROVIDE US WITH ADDITIONAL INFORMATION/DOCUMENTS, AS SPECIFIED BELOW:

##### A) COVID-19 TRAVEL CANCELLATION COVER

*In the event of a change and/or compulsory renunciation of the travel, you must open a claim within five calendar days of the onset of the cause of the renunciation and in any case within 24 hours after the departure date, specifying:*

- the reason for the cancellation or change;
- statement of account of the penalty issued by MSC CRUISES S.A.;
- statement of account of the penalty issued by the Travel Agency.

*The report must also include:*

- results of the positive COVID-19 tests (swab and blood test);
- certificate of the hospital at which you were hospitalised for COVID-19;
- travel registration card or similar document;
- receipts (deposit, balance, penalty) of payment of the travel or rental;
- billing statement of confirmation as issued by the Travel Agency/Organisation;
- invoice relating to the penalty charged, issued by the Contracting Party and Travel Agency/Organisation;
- copy of the cancelled ticket;
- travel regulation and programme;
- travel documents (visas, etc.);

- travel confirmation contract.

#### B) TRAVEL ASSISTANCE COVER

Always call the Europ Assistance Organisational Structure at: **+39 02.58.24.00.70 from Italy or abroad.** The Organisational Structure operates 365 days a year, 24 hours a day.

Do not do anything until you have contacted the Organisational Structure. In the event of an emergency, call the Emergency Service.

If you do not contact Europ Assistance, it cannot guarantee you cover. Art. 1915 of the Italian Civil Code applies.

#### C) MEDICAL TRANSFER COVER

Always call the Europ Assistance Organisational Structure at: **+39 02.58.24.00.70 from Italy or abroad.** The Organisational Structure operates 365 days a year, 24 hours a day.

In case of request of reimbursement you must open the claim within sixty days of when the claim took place.

You must send the following data/documents:

- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- results of the positive COVID-19 tests (swab and blood test);
- certificate of the hospital at which you were hospitalised for COVID-19;

#### D) MEDICAL EXPENSES COVER

Always call the Europ Assistance Organisational Structure at: **+39 02.58.24.00.70 from Italy or abroad.** The Organisational Structure operates 365 days a year, 24 hours a day.

In case of request of reimbursement you must open the claim within sixty days of when the claim took place.

You must send the following data/documents:

- the Emergency certificate written on the place of the claim indicating the pathology suffered or medical diagnosis certifying the type of injury suffered and how it took place;
- a true copy of the original medical record, if hospitalised;
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or tax code) of the issuers and parties to whom the receipts are made out;
- medical prescription for purchase of medicinal products with original receipts of the medicinal products purchased.
- results of the positive COVID-19 tests (swab and blood test).

#### For the claims management of all cover:

Europ Assistance may ask you for other documents if necessary to assessing the claim.

You are obliged to provide them.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

#### E) INDEMNITY COVER FROM HOSPITALISATION IN QUARANTINE

You must open the claim within sixty days of when the claim took place.

You must send the following documentation:

- results of the positive COVID-19 tests (swab and blood test);
- certificate of start and end of time spent in the "COVID-19 Structure"
- original copies of invoices, receipts or tax receipts for the expenses incurred, complete with tax data (VAT no. or Tax Code) of the issuers and parties to whom the receipts are made out.

#### F) TRAVEL QUOTA REIMBURSEMENT COVER

You must open the claim within sixty days of when the claim took place.

You must send the following documentation:

- statement of registration;
- hospitalisation certificate;
- medical certificate attesting to the mandatory nature of the quarantine;
- documentation certifying the obligation to return to the country of origin;

#### G) INDEMNITY COVER FOR HOSPITALISATION

You must open the claim within sixty days of when the claim took place.

Devi inviare la seguente documentazione:

- certificato di dimissioni dell'Ospedale in cui sei stato ricoverato per Covid-19 riportante la motivazione e la durata del ricovero

#### For the claims management of all cover:

Europ Assistance may ask you for other documents if necessary to assessing the claim.

You are obliged to provide them.

If you fail to fulfil your obligations in the event of a claim, Europ Assistance may decide not to reimburse you.

**Art. 1915 of the Italian Civil Code:** this article explains what happens to the insured party if he does not report the claim to his insurer in the time in which he requested it.

The insurer shall indemnify the insured party against the damage suffered by the insured party.

If the insured party deliberately acts in such a way as to cause or aggravate the damage, the insurer may not pay for it.

If the insured party involuntarily causes or aggravates the loss, the insurer may pay less.

#### Art. 14. - CRITERIA FOR LIQUIDATION OF THE DAMAGES

##### • PAYMENT OF INDEMNITY (VALID FOR ALL COVER EXCEPT FOR ASSISTANCE)

After having received the required documents from you, having verified that the Cover is valid and having conducted the necessary assessments, Europ Assistance establishes the Indemnity/refund due to you and informs you of it.

**Europ Assistance will pay you within 20 days of this notification**

##### F) TRAVEL QUOTA REIMBURSEMENT COVER

Europ Assistance will refund you the cost of the days left to complete travel, dividing the total cost declared/paid for the cruise, by the days of travel duration. You will pay for the registration fee.

**Europ Assistance will refund you for the days not used starting from the day of early return, as organised by the Organisational Structure, excluding the day of departure.**

##### G) INDEMNITY COVER FOR HOSPITALISATION

In the event of death, before Europ Assistance has paid the indemnity as per Cover C) HOSPITALISATION INDEMNITY, your heirs will be entitled to receive the payment that would have been due to you, merely by showing their entitlement to indemnity/per diem by providing Europ Assistance with the documentation required under the Art. entitled "Obligations of the Insured Party in the event of a Claim"

#### GLOSSARY

**Insured Party:** the natural person who has purchased a tour package from MSC CRUISES S.A and is also a client of the Contracting Party (to whom we also refer as "you").

**Insurance Conditions:** Policy clauses containing: the General Insurance Conditions for the Insured Party, a description of the Cover, exclusions and limitations of Cover and the obligations of the Insured Party and Europ Assistance.

**Contracting Party:** ERNESTO SOLARI ASSICURAZIONI s.r.l. that stipulated the policy with Europ Assistance in favour of its and MSC CRUISES S.A clients.

**Travel Companion:** the insured person with the same policy and registered for travel together with and at the same time as you.

**COVID-19:** acronym for COroNaVirus Disease 19.

**Domicile:** the place in which the natural person has established their main place of business.

**Europ Assistance:** the Insurance Company with its Registered Office, Management and Offices at Piazza Trento, 8 – 20135 Milan – Certified e-mail address (PEC): [EuropAssistancetaliaSpA@pec.europassistance.it](mailto:EuropAssistancetaliaSpA@pec.europassistance.it) – Company authorised to provide insurance by Decree no. 19569 issued by the Ministry for Industry, Trade and Crafts on 02 June 1993 (Official Journal no. 152 of 1 July 1993) – registered in section I of the Official Roll of Insurance and Reinsurance Businesses under no. 1.00108 – Company belonging to the Generali Group, registered with the Official Roll of Insurance Groups – Company subject to the management and coordination of Assicurazioni Generali S.p.A.

**Event:** the damaging event that gives rise to one or more claims.

**Family member:** husband/wife, live-in companion *more uxorio*, civil union partner, children, parents, siblings, sons/daughters-in-law, grandparents, grandchildren, nieces/nephews, mothers/fathers-in-law, aunts/uncles, brothers/sisters-in-law, first cousins and all others living with you as long as such is proven by a valid personal data certificate.

**Cover:** insurance cover not included in the definition of "Assistance" for which Europ Assistance proceeds directly to refund the damage suffered by you, as long as the related premium has been regularly paid.

**Indemnity/Compensation:** the amount paid to you by Europ Assistance in the event of a claim.

**Injury:** the event caused by pure bad, external luck resulting in bodily injury that can objectively be noted and with the consequence of: death, permanent invalidity or temporary incapacity.

**Healthcare Institute:** the public hospital, clinic or care home, whether in an agreement with the National Health Service or private ones, duly authorised to provide medical surgical assistance. **Thermal spa facilities, convalescence and residential care facilities and dietary and beauty clinics are excluded.**

**IVASS:** the Institute for the Supervision of Insurance, the new name for what was previously "ISVAP", applicable from 1 January 2013;

**Illness:** a change in health not caused by an injury.

**Chronic Illness:** illness that is pre-existing as at the start date of the individual insured travel and which has, in the last 12 months, involved diagnostic investigations, hospital stays or treatment/therapy.

**Sudden illness:** an illness of acute onset of which the Insured Party was not aware and which in any case has not been a manifestation, even if sudden, of a pathology known to the Insured Party and which arose prior to the start of travel.

**Pre-existing illness:** illness that is the expression or direct consequence of chronic or pre-existing pathological situations in place at the start of the insured travel.

**Maximum Cover/Amount Insured:** the maximum amount, established in the Policy, for which Europ Assistance undertakes to provide the Cover and/or Assistance in your favour, for one or more claims made during travel.

**Acceptance Form:** the document signed by the Insured Party that contains the Insured Party's personal details, the amount of the premium due from the Insured Party and the term of the Policy.

**Policy:** the contract between Europ Assistance and the Contracting Party whereby the Contracting Party undertakes to pay Europ Assistance a premium, which undertakes to compensate any damages indicated in the contract. The Policy consists of the General Policy Conditions for the Contracting Party and of the Insurance Conditions.

**Service:** the assistance to be supplied in kind and, therefore, the aid that must be provided when required, by Europ Assistance, through the Organisational Structure. However, the services shall cease when you are no longer employed by the Contracting Party.

**Organisational structure:** the structure of Europ Assistance Italia S.p.A. - P.zza Trento, 8, 20135 Milan, comprising managers, staff (doctors, technicians, operators), equipment and devices (centralised and otherwise), operative 24 hours a day, 365 days a year, which establishes telephone contact with the Insured Party and deals with the organisation and delivery of the assistance provided for in the Insurance Conditions.

**COVID-19 Structure:** hospitalisation or quarantine structure identified by MSC CRUISES S.A., by the local health authorities and/or by the Organisational Structure.

**Travel:** the transport, stay or lease, in accordance with the relevant contract or other valid travel instrument or document, which starts when you begin to use the first contractually agreed tourism service and ends upon the completion of the final service provided for in the said contract.

**Hospitalisation:** an overnight stay in a Healthcare Institute.

**Risk:** the probability that the event covered, namely the claim, will occur.

**Claim:** the individual event that may occur while the Insurance is valid and which results in the request for Cover, indemnity of the damage suffered or compensation for damages caused and which comes under the terms of the Policy.

**Medical/Pharmaceutical/Hospital Expenses:** these are the expenses of surgery (fees of the surgeon, aide, assistance, anaesthetist, operating theatre fees and surgical materials) and healthcare expenses (hospitalisation fees, specialised medical consultancies, medicinal products, examinations and diagnostic tests).

**Residence:** the place in which the natural person has his/her habitual place of residence.

### HOW TO CONTACT EUROP ASSISTANCE

**IN THE EVENT OF NEED, WHEREVER YOU MAY BE, AT ANY TIME AFTER THE BEGINNING OF THE TRIP THE ORGANISATIONAL STRUCTURE IS AVAILABLE 24 HOURS A DAY**

The organisational structure shall provide you with all the information needed to intervene or inform you of the most appropriate procedures to solve any problem in the best possible way or authorise any expenses.

**IMPORTANT: DO NOT TAKE ANY INITIATIVE WITHOUT FIRST HAVING CALLED THE ORGANISATIONAL STRUCTURE FROM ITALY OR ABROAD AT:**

**(+39) 02-58.24.00.70**

The following information must be provided immediately to the operator:

- MSCAG prefix followed by booking no.
- cover requested;
- name and surname;
- address and telephone number;

If you cannot call the Organisational Structure, you may send a fax to: [\(+39\) 02.58477201](tel:+390258477201)

**Europ Assistance must process your data in order to provide the Cover provided for in the Insurance Conditions and therefore requires your consent, as stated in the EU Regulation 2016/679 on the protection of personal data. By calling or writing or having someone call or write to Europ Assistance for you,**

### COMPLAINTS

Any complaints concerning the contract or claims management must be submitted in writing to: Europ Assistance Italia S.p.A. – Ufficio Reclami (Complaints Office) – Piazza Trento 8, 20135 Milan; fax: 02.58.47.71.28 – certified e-mail: [reclami@pec.europassistance.it](mailto:reclami@pec.europassistance.it) – e-mail: [ufficio.reclami@europassistance.it](mailto:ufficio.reclami@europassistance.it).

If you are not satisfied with the outcome of the complaint or if you have not received an answer within the maximum terms of forty-five days, you may contact IVASS (the Italian Institute for the Supervision of Insurance) - Servizio Tutela del Consumatore (Consumer Protection Service) - via del Quirinale, 21 - 00187 Rome, fax: 06.42.13.32.06, certified e-mail: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it), attaching the documentation relative to the complaint processed by Europ Assistance to your request. In these cases, and for claims relating to compliance with sector-specific legislation to be submitted directly to IVASS, the complaint must specify:

- first name, surname and domicile of the complainant, with telephone number if available;
- identification of the subject(s) whose conduct is being complained of;
- a brief but complete description of the reason for the complaint;
- a copy of the complaint made to Europ Assistance Italia and any reply received from it;
- all the documents useful to providing a more complete description of the related circumstances.

The form for submitting the claim to IVASS can be downloaded from the website [www.ivass.it](http://www.ivass.it).

Before involving the Legal Authorities, alternative systems may be used to settle the dispute, as envisaged by law or convention.

Mediation: contact a Mediation Organisation from those featured on the list of the Ministry of Justice, available for consultation on the website [www.giustizia.it](http://www.giustizia.it) (Italian Law no. 98 of 9/8/2013);

Assisted negotiation: through a request made by your lawyer to Europ Assistance Italia S.p.A.

Insurance disputes on the determination and estimate of damage in the scope of policies covering the risk of damage (where envisaged by the Insurance Conditions).

In the event of disputes relating to the determination and estimate of the damage, a contractual appraisal is required to resolve this type of disputes if provided for by the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it).

If the dispute relates to policies covering the risk of damage for which the contractual appraisal has already been completed or if the dispute does not relate to the determination and estimate of the damage, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

Insurance disputes on medical matters (where envisaged by the Insurance Conditions).

In the event of disputes relating to medical issues in connection with injury or illness policies, arbitration must be performed to settle such disputes, in accordance with the Insurance Conditions. The request to begin the contractual appraisal or arbitration must be addressed to: Ufficio Liquidazione Sinistri (Claims Liquidation Office) – Piazza Trento, 8 – 20135 Milan, by letter sent recorded delivery with advice of receipt or certified e-mail to [sinistri@pec.europassistance.it](mailto:sinistri@pec.europassistance.it). The arbitration will be held at the site of the Forensic Medicine Institute nearest to your place of residence.

If the dispute relates to policies covering injury or illness for which arbitration has already been attempted or if the dispute does not relate to medical matters, the law establishes compulsory mediation as a condition for admissibility, with the right to opt for assisted negotiation first.

The foregoing is without prejudice to the right to seek remedy in court.

To settle cross-border disputes, a complaint can be submitted to the IVASS or to the competent foreign system activated using the FIN-NET procedure (by accessing the website: [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

#### Europ Assistance Italia S.p.A.

Sede sociale, Direzione e Uffici: Piazza Trento, 8 - 20135 Milano - Tel. 02.58.38.41 - [www.europassistance.it](http://www.europassistance.it)  
Indirizzo posta elettronica certificata (PEC): [EuropAssistanceItaliaSpA@pec.europassistance.it](mailto:EuropAssistanceItaliaSpA@pec.europassistance.it)  
Capitale Sociale Euro 12.000.000,00 i.v. - Rea 754519 - Partita IVA 0133550323 - Reg. Imp. Milano e C.F.: 80039790151  
Impresa autorizzata all'esercizio delle assicurazioni, con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 19569 del 2/6/93 (Gazzetta Ufficiale del 1/7/93 N. 152) - Iscritta alla sezione I dell'Albo delle Imprese di assicurazione e riassicurazione al n. 1.00108 - Società appartenente al Gruppo Generali, iscritta all'Albo dei Gruppi assicurativi - Società soggetta alla direzione e al coordinamento di Assicurazioni Generali S.p.A.

[www.europassistance.it](http://www.europassistance.it)



## ERNESTO SOLARI ASSICURAZIONI s.r.l. – Data processing disclosure

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

Disclosure on the processing of personal data for insurance purposes

(in accordance with Articles 13 and 14 of the European Personal Data Protection Regulation)

**Personal data** is information about a person which enables said person to be distinguished from others. Personal data include, for example, name and surname, ID card or passport number, information on health, such as illnesses or accidents, and information on criminal offences and convictions.

There are rules<sup>1</sup> that govern personal data to protect it from incorrect use. Europ Assistance Italia complies with these rules and also wishes to inform you of what it does with your Personal Data for this reason<sup>2</sup>.

If the information given in this Disclosure should not suffice or if you wish to exercise a right envisaged by the legislation, you can write to the **Data Protection Officer** c/o Europ Assistance Italia - Ufficio Protezione Dati (Data Protection Office) - Piazza Trento 8 - 20135 Milan or e-mail [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

### Why does Europ Assistance Italia use your Personal Data and what happens if you do not supply it or do not authorise its use?

Europ Assistance Italia uses your Personal Data, if necessary including that relating to your health or criminal offences and convictions, for the following *insurance purposes*:

- to carry out the activities envisaged by the Agreement, i.e. supplying the COVER; to carry out the insurance business, i.e. for example to propose and manage the Agreement, collect premiums, reinsurance, controls and statistics; your common Data, which may also relate to your position (geolocation), are processed to perform the contract; in order to process, where necessary, your Data relating to your health or criminal offences or convictions, you will need to give consent; in the on-line purchase and quotation process of some Policies, automated decision-making processes are used, which may make it impossible to purchase the Policy: you can contact Customer Services for further explanation.
- to carry out the insurance business, to prevent and identify fraud, to take any legal action and inform the Authorities of possible crimes, to collect debt, to make infra-group communications, to protect the security of corporate property (e.g. buildings and computer instruments): your Data, including that relating to your health or offences or criminal sentences for which you have given consent, is processed for legitimate interests of the company and third parties;
- to carry out the activities envisaged by the law, such as, for example, the storage of Policy and claim documents; to answer requests made by the authorities, such as, for example, the Carabinieri police force, the Insurance Supervisory Institution (IVASS): your Data, including that relating to your health or criminal offences or judgements, shall be processed to comply with the law or regulations.

If you do not supply your Personal Data and/or do not consent to its use, Europ Assistance Italia will be unable to carry out the activities for insurance purposes and, therefore, will also be unable to provide the COVER.

### How does Europ Assistance Italia use your personal data and to whom does it disclose it?

Through its employees, collaborators and external subjects/companies,<sup>3</sup> Europ Assistance Italia uses the Personal Data it has obtained from you or others (such as, for example from the Contracting Party of the Agreement, one of your close family members or your attending physician, a travel companion or a supplier), either on paper or on computers or applications.

For *insurance purposes*, Europ Assistance Italia may disclose your Personal Data, if necessary, to private and public subjects operating in the insurance sector and to other subjects carrying out technical, organisational and operative tasks<sup>4</sup>.

According to the activities to carry out, Europ Assistance Italia may use your Personal Data in Italy and abroad and may also disclose it to subjects based in States outside the European Union and which may not guarantee a suitable level of protection according to the European Commission. In these cases, the transfer of your Personal Data to subjects outside the European Union will take place with the suitable and appropriate guarantees according to applicable law. You have the right to obtain information relating to the transfer of your Personal Data outside the European Union. You may do so by contacting the Data Protection Office.

Europ Assistance Italia shall not make your Personal Data accessible to the public.

### For how long will Europ Assistance Italia keep your Personal Data?

Europ Assistance Italia keeps your Personal Data for as long as necessary to the management of the above purposes, in accordance with the provisions of legislation or, if lacking, for the length of times specified below.

- The Personal Data contained in insurance contracts, insurance treaties and co-insurance contracts, claim and dispute files, is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code, or for another 5 years, in accordance with regulatory provisions on insurance.
- The common Personal Data collected on this occasion (for example, agreeing a Policy, requesting a quotation, etc.) accompanied by consent/refusal of consent for commercial promotions and profiling, is kept without a firm deadline, as is evidence of the related changes made by you over time to the consent/refusal. You retain the right to object at any time to said processing and to request that your data be erased if there are no contractual or regulatory conditions that envisage its storage.
- The Personal Data collected following the exercise of the rights of the data subject is kept for 10 years from the last registration in accordance with the provisions of the Italian Civil Code.
- The Personal Data of subjects who have defrauded or attempted fraud, is kept for even longer than 10 years.

In general, for all the aspects not specified herein, storage terms are ten years, as per Art. 2220 of the Italian Civil Code or other specific terms envisaged by current legislation.

### What are your rights in protection of your personal data?

In connection with the processing of your Personal Data, you have the following rights: access, rectification, cancellation, limitation, portability, revocation, opposition, which you can enforce in the ways specified in the paragraph below "How can I exercise my rights to protect my personal data?". You have the right to submit a

complaint to the Italian Data Protection Authority; more information is available on the website [www.garanteprivacy.it](http://www.garanteprivacy.it).

### How can I exercise my rights to protect my personal data?

- To find out what Personal Data of yours is used by Europ Assistance Italia (right of access);
- to ask for correction (updates, changes) or, if possible, erasure, restriction and to exercise the right of portability of your Personal Data processed by 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 third party can show that said legitimate interests prevail over your own or that said processing is necessary to ascertain, exercise or defend a right in a court of law; to object to the processing of your Personal Data for direct marketing purposes

you may write to: Ufficio Protezione Dati (Data Protection Office) - Europ Assistance Italia SpA - Piazza Trento, 8 - 20135 Milan, or e-mail: [UfficioProtezioneDati@europassistance.it](mailto:UfficioProtezioneDati@europassistance.it)

### Changes and updates to the disclosure

Also in view of future changes that may be made to applicable privacy legislation, Europ Assistance Italia may supplement and/or update all or part of this Disclosure. It is agreed that any change, supplement or update will be disclosed in compliance with current legislation, also by means of publication on the website

[www.europassistance.it](http://www.europassistance.it), where more information is available on the personal data protection policies adopted by Europ Assistance Italia.

<sup>1</sup> The EU General Data Protection Regulation 2016/679 (hereinafter referred to as the "GDPR") and primary and secondary Italian legislation.

<sup>2</sup> Europ Assistance Italia operates as Data Controller in accordance with the provisions of the GDPR.

<sup>3</sup> These subjects, in accordance with the GDPR, are designated as Processors and/or authorised processors or operate as autonomous Controllers or Joint Controllers and shall carry out technical, organisational and operative tasks. These include, for example: agents, sub-agents and other agency associates, producers, insurance brokers, banks, investment management companies and other acquisition channels; insurers, co-insurers and re-insurers, pension funds, actuaries, trusted lawyers and physicians, technical consultants, roadside assistance, surveyors, auto servicing garages, vehicle demolition centres, healthcare facilities, claim settlement companies and other service providers, Generali Group companies and other companies providing contract management and other services, IT, web-based, financial, administrative, filing, correspondence, auditing and accounting certification services, as well as companies specialized in market and service quality surveys.

<sup>4</sup> To the Contracting Party of the Agreement, other branches of Europ Assistance, Companies of the Generali Group and other subjects, such as, for example, insurance intermediaries (agents, brokers, sub-agents, banks); co-insurance and reinsurance companies; lawyers, doctors, consultants and other professionals; suppliers such as vehicle bodywork workshops, rescuers, demolishers, healthcare facilities, companies handling claims, other companies supplying IT, telematic, financial, administrative, archiving, mailing and profiling services and those recording customer satisfaction levels.