

Important: the information contained in this English version of the Terms and Conditions is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions the Italian original version entitled "Condizioni di assicurazione di ERGO Reiseversicherung AG (CA – ERGO VivaTicket 2023)" shall prevail at all time

Your insurance policy

This insurance policy lists all the insurance benefits provided for the guarantee, as well as the insurance conditions which are in effect under the insurance contract, and the necessary information for the user. The insurance contract is valid on the basis of the contractual clauses including the insurance conditions and the information for the user.

ERGO Reiseversicherung AG



IMPORTANT REFERENCES

Claims Notification and Refund Requests
 Claims Office Department
 Mon-Thurs. 9.30 am-12.30 pm/2.30-5.30 pm,
 Fri. 9.30 am-12.30 pm
 +39 02 00620261
claims@ergoassicurazioneviaggi.it
 PEC: ergoassicurazioneviaggi@legalmail.it

POLIZZA VIVAProtection

Reimbursement of the ticket price owing to inability to attend the event (cancellation of the insured ticket)
 Policy Agreement CA-ERGO/91730038-AR22_2023

Information about the Contract

1. Procedure for completing the contract

The Contract is completed with the Insured's assent to the Insurance Policy (contract).

The insurance cover runs from the moment of completing the Contract.

1.1. Assent, Agreement and Validity of the Contract

This policy is contracted by ERGO Assicurazione Viaggi and Vivaticket Spa, as policy agreement.

The insurance coverage enters into force by stipulation done by:

- The insured, who in the case of a natural person must have **reached the age of majority and have the "capacity to act"**.
- be agreed by means of the e-commerce platform on the website <https://www.vivaticket.com/it>;
- be completed with the payment of the Insurance Premium, which must take place at the same time as the issue of the policy, by electronic payment (which are available on the website referred to in the previous paragraph).
- be agreed at the same time as the purchase of the ticket.

1.2. Obligations of the Insured

The Insured must:

- Read the Policy Conditions carefully and check that the details are correct;
- Print a copy of the policy in its entirety which shall be the contractual reference for the operation of the guarantees.

2. Insurable Persons

To be insurable, persons must be:

- domiciled or resident in Italy.
- possessed of legal capacity at the time of signing up to the policy.
- less than 80 years of age (in the case of persons who reach this age during the course of the contract, the guarantee retains its validity).

3. Operativity and Commencement

This insurance product is operative:

- from the time and date indicated in the purchase confirmation document. For the benefits and on the Conditions indicated in this contract;
- if the Insurance Premium has been paid;
- with an extension beyond the expiry date in cases where the date of the event is delayed for reasons not due to the Insured.

The Company declines all responsibility for delays or impediments which may arise during the execution of the benefits if due to reasons of force majeure.

4. Territorial validity

The insurance is valid for Europe.

5. Duration and extension of the contract

The guarantee:

- must be agreed at the same time as the purchase of the ticket;
- commences from time and date indicated in the purchase confirmation document;
- ends on the time and date of the beginning of the event which is the subject of the insurance;
- extends beyond the expiry date in cases where the scheduled date of the event is delayed for reasons not due to the Insured.

6. Insurance covers offered

The Contract provides the following insurance covers: Section A – Reimbursement of the ticket price owing to inability to attend the event (cancellation of the insured ticket). The applicability of the covers is governed by the General Policy Conditions described below.

7. Premium

- The insurance takes effect from time and date indicated on the purchase confirmation, if the premium has been paid, otherwise it takes effect time and date on the day of payment.
- For the applicability of the cover, the qualifying date is the date of occurrence of the loss.

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c. If, on the occurrence of a loss, the premium should prove not yet to have been paid, the Company shall be deemed exonerated from the benefit where the failure to pay is attributable to the actions of the contracting party.

8. Insurance with several insurers

If several insurances coexist for the same risk, the Insured is obliged to notify each insurer of the insurers of the other agreed contracts.

On the occurrence of the loss the Insured must give notice of it to all the insurers and may demand of each of them the amount due under the respective contract considered independently, provided that the total paid out does not exceed the amount of the loss. As provided in paragraph two of Article 1910 of the Civil Code, if the Insured fraudulently omits to give such notice, the insurers are not obliged to pay the indemnity.

9. Declarations by the Insured about the circumstances of the risk

Any false or incomplete declarations on the circumstances of the risk made at the time of

concluding the contract could entail serious consequences for the Insured. Note that, in accordance with Article 1892 of the Civil Code, in case of false or incomplete declarations on the circumstances of the risk, the Company is not obliged to implement the benefits provided under this Policy and, as regards any benefits already implemented before the discovery of the false or incomplete declarations made by the Insured, the Company reserves the right to demand reimbursement of the costs that it has suffered.

10. Aggravation / Reduction of the risk

The Insured must give written notice to the Company of any aggravation of the risk. As provided in the last paragraph of Article 1898 of the Civil Code, if the loss occurs before the expiry of the time-limits for notification and for withdrawal to be effective, the Company shall not be liable if the aggravation of the risk is such that it would not have agreed to the insurance had the new state of affairs existed at the time of the contract; otherwise, the sum due is reduced, taking account of the ratio between the premium established in the contract and that which would have been fixed if the greater risk had existed at the time of the agreement of the contract.

In the case of reduction of the risk, the Company is obliged to reduce the premium or the premium installments subsequent to the notification by the Contracting Party or by the Insured, as provided by Article 1897 of the Civil Code, and must waive the relative right of withdrawal.

11. Losses – Payment of the indemnity

- The insured must contact immediately the Claims Office Department and send to Via Pola, 9 - 20124 Milan not later than 5 days after the occurrence of the loss, written notification to the Company, by registered letter with advice of receipt, attaching, where necessary, the required documentation.
- The Insured must notify by telephone the type of request and their own name and address details, taxpayer's reference, the address and telephone number of the insured persons and their availability, and the number of the Insurance Certificate.**
- The Claims Office Department will notify the Insured of the procedure for reporting the loss, using the payment claim form, download is possible from the section of www.ergoassicurazioneviaggi.it, which contains the list of documents to send for the various categories of loss which have occurred.
- For the Company's assessment of the loss, reference is made to the maximums set out in the General and Particular Policy Conditions.**
- The Insured person must release from professional secrecy the doctors who examined them before and after the loss.
- Any costs for research and assessment of the loss must be borne by the Insured.
- Compensation for the loss is effected in Italy with payment of reimbursement in Euros.

12. Expiry

All rights in relation to the Company shall lapse, in accordance with Article 2952 of the Civil Code, at the end of two years from the date of occurrence of the event on which the right to assistance and/or indemnity is based.

13. Right of withdrawal

The Insured can exercise his right to withdraw from the insurance cover by sending the company formal written request within 10 days of signing the contract **and not over event's date**. For the validity of withdrawal the postal stamp date will be considered.

14. Applicable law

This Contract is governed by Italian law, in accordance with Article 180 of the Insurance Code, without prejudice to the rules of international private law. The Parties have the right to choose a different legislative system to apply to the contract, in all cases without prejudice to the prevalence of the mandatory rules of Italian law.

Where the contract concerns risks located in another Member State of the European Union, it is regulated by the legislation of said state. If the risk is located in a third-party state, the provisions which apply are those of the Rome Convention of 19 June 1980, on the law applicable to contractual obligations, implemented by Law no. 975 of 18 December 1984.

For everything which is not here otherwise regulated, the provisions of law apply. All disputes relating to this contract are subject to Italian jurisdiction.

15. Language in which the contract is drawn up.

The Contract, and all documents attached thereto, are drawn up in the Italian language.

16. Tax regime

The tax treatment applicable to the contract is that provided for by the laws in force at the time.

17. Complaints

Complaints regarding the handling of the contractual relationship, particularly in the matter of the attribution of liability, the actual delivery of the benefits and the amount and payment of the sums due to the claimant, must be addressed directly to the Company. Any claims regarding the contractual relationship or the handling of the losses must be forwarded to the Company:

ERGO Reiseversicherung AG – Secondary Office in Italy – Via Pola, 9 - 20124 Milan / reclami@ergoassicurazioneviaggi.it

If the complainant does not consider him/herself satisfied by the outcome of the claim or in the absence of a reply within the maximum period of 45 days, they may contact: IVASS - Servizio Tutela degli utenti [User Protection Service] - Via del Quirinale, 21 - 00187 Rome with details of the documentation relating to the claim handled by the Company. In particular, the complaint addressed to IVASS must contain: the first name, last name and contact address of the complainant, the particulars of the matters of which they are complaining and a brief description of the reason for their dissatisfaction, and must be accompanied by a copy of the complaint presented to the Company and any reply provided by the Company.

In relation to disputes regarding the amount of the losses and the attribution of liability, it should be remembered that the exclusive competence of the Judiciary Authority remains, in addition to the right of recourse to conciliation systems, where these exist.

Complaints for verification of compliance with the legislation in the sector must be presented directly to IVASS.

In the event that the legislative system chosen by the Parties is other than the Italian system, any complaints regarding the contract must be addressed to the relevant body in the country whose legislation has been chosen, and IVASS will facilitate communications between the competent authority and the Contracting Party.

Complaints regarding the amount of the insurance benefits and the attribution of liability, and complaints for which action has already been taken with the Judiciary Authorities, are not within the competence of IVASS.

In all cases, the right of the complainant to take action with the Judiciary Authorities are unaffected.

18. Information during the course of the Contract.

The Company undertakes to notify the Insured promptly of any changes to the information contained in the Information Note, including those made as a result of amendments to the law subsequently to the conclusion of the contract.

THE ATTENTION OF THE CONTRACTING PARTY AND OF THE INSURED IS CALLED TO THE NEED TO READ THE CONTRACT CAREFULLY BEFORE SIGNING UP TO IT.

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General Definitions (Glossary)

These definitions are an integral part of the insurance policy and detail the meaning of the terms in the policy conditions.

Insured person: the person or persons, with residence or domicile in Italy, whose interest is protected by the insurance.

Insurance: the insurance contract.

Carers and/or Escorts: people who look after the family members of the Insured if they are incapable of providing for their own needs by reason of age (minors) or psycho-physical condition.

Guarantee Certificate: the document containing the contractual conditions of the insurance cover, also including the Information Note required by Article 185 of Legislative Decree no. 209 of 7 September 2005.

Domicile: the permanent or temporary place of residence of an Insured person who carries on their main activity or has their main economic interests in Italy.

Event: the theatrical, cinema or sporting event or visit to exhibitions and museums for which the Insured has bought the ticket.

Fixed excess: the sum laid down in the Policy Certificate or Insurance Conditions, which is deducted from the amount of the indemnity as calculated by the Company following the occurrence of the loss, and which remains to be paid by the Insured.

Family members: spouse or partner and relatives of the Insured, in direct line to infinity and collaterally up to the third degree (therefore: children, parents, adoptive children, adoptive parents, half-brothers and half-sisters, stepfathers and stepmothers, grandparents, brothers and sisters, grandchildren, nephews and nieces in direct line, uncles and aunts, fathers-in-law, mothers-in-law, daughters-in-law and sons-in-law, sisters-in-law and brothers-in-law of the Insured).

Guarantee: cover or benefit offered by the Company in case of a loss, on the basis of the Insurance Cover, consisting in compensation for the loss suffered by the Insured.

Accident: event due to fortuitous, violent and external cause which produces objectively verifiable bodily injuries that result in death or permanent or temporary disability.

Italy: the entire national territory, including the Republic of San Marino and the Vatican State.

Illness: any alteration of the state of health, of a progressive character and not the result of an accident, of which the Insured is not aware at the time of booking the event and which is not a manifestation of a prior diseased condition.

Maximum insured sum: the maximum sum, laid down in the Guarantee Certificate or Policy Conditions, up to which the Company undertakes to provide cover.

Persons connected with the Insured: the following are considered persons connected with the Insured: a shareholder/co-proprietor of the Insured's company or **partnership, and the insured's direct superior in their working activity; carers and/or escorts.**

Policy: the document which regulates and provides proof of the insurance.

Premium: the sum of money due from the Contracting Party to the Company.

Residence: the place where the Insured habitually lives.

Percentage excess: the part of the amount of the indemnity, expressed as a percentage, which remains obligatorily to be paid by the Insured as laid down in the Policy Certificate or the Policy Conditions.

Loss: the occurrence, as a result of a fortuitous event, of the injurious circumstance for which cover is provided.

Company: the insurance enterprise, i.e. ERGO Reiseversicherung AG.

General Insurance Conditions (CA-ERGO/VIVATICKET 2023)

Art. 1 Insured persons

Insured is the person, or persons, whose interest is protected by the insurance.

Art. 2 Guarantee

The insurance is written for the specific event, as indicated in Section A – Reimbursement of the ticket price owing to inability to attend the event (cancellation of the insured ticket).

Art. 3 Commencement and duration of the contract

The guarantee:

- a. commences from the time and date indicated in the purchase confirmation document.;
- b. ends on the time and date of the beginning of the event which is the subject of the insurance;
- c. extends beyond the expiry date in cases where the scheduled date of the event is delayed for reasons not due to the Insured.

Art. 4 Premium

The insurance takes effect from time and date indicated on the purchase confirmation, if the premium has been paid, otherwise it takes effect time and date on the day of payment.

For the applicability of the cover, the qualifying date is the date of occurrence of the loss.

If, on the occurrence of a loss, the premium should prove not yet to have been paid, the Company shall be deemed exonerated from the benefit where the failure to pay is attributable to the actions of the contracting party.

Art. 5 Subject of the insurance

The insurance provides insurance covers as stated in Section A - Reimbursement of the ticket price owing to inability to attend the event (cancellation of the insured ticket), and the applicability of the said covers is governed by the General Insurance Conditions described.

Art. 6 Exclusions

The Company is not obliged to provide benefits or pay indemnity for any losses caused by or dependent on:

- a. pre-existing illnesses, i.e. illnesses that are the expression or the direct consequence of pathological situations which are chronic or anterior to the date of commencement of the cover and known to the Insured;
- b. mental illnesses, anxiety states, stress and depression, psychological disorders in general and neuroses, and acquired immunodeficiency syndrome (AIDS), suicide or attempted suicide;
- c. intoxication, illnesses and accidents consequent on and derived from abuse of alcohol and psychotropic drugs, and the non-therapeutic use of hallucinogens and narcotics;
- d. illnesses caused by pregnancy, after the 26th week of gestation, and by childbirth;
- e. elimination or correction of physical defects or deformities pre-existing the agreement of the policy;
- f. accidents caused by dangerous sporting activities: mountaineering with rock-climbing or access to glaciers, trekking (from 1500 meters upwards), jumping from a springboard with skis or water-skis, driving and use of steerable sleds and bobsleighs, all aerial activities with the sole exception of flying as a paying passenger in an authorized airplane, car, motorcycle and powerboat racing including the associated training and trials, immersion with breathing apparatus, caving, boxing, canoeing and rafting, horse riding competitions, hunting and shooting, ice hockey, off-piste skiing, paragliding, rugby, American football, bungee jumping, heavy athletics and wrestling in its various forms, acts of recklessness, and all accidents suffered in consequence of sporting activities undertaken in a professional capacity;
- g. fraud, gross negligence or carelessness of the insured;
- h. war (including civil war, declared or not), strikes, revolutions, insurrections or popular movements, looting, acts of terrorism, sabotage and vandalism;
- i. direct or indirect consequences of transmutations of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;

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- j. threatened abortion in the case of neglect or fraud on the part of the insured;
- k. pandemic, if defined as such by the World Health Organization (WHO), and journeys undertaken notwithstanding that the Foreign Ministry has advised against travelling;
- l. atmospheric events and natural disasters.

Art. 7 Limitations and legal effects relating to all benefits

If the Insured does not make use of one or more benefits and/or guarantees, the Company is not obliged to provide alternative indemnification or benefits of any kind by way of compensation.

Art. 8 Uninsurable persons

The following are uninsurable, irrespective of concrete assessment of their state of health:

- a. persons affected by AIDS, alcoholism, drug addiction or by one of the following mental illnesses: organic cerebral syndrome, schizophrenic disorders, paranoid disorders, forms of manic-depressive illness. If one or more of the illnesses or diseases indicated above arise in the course of the contract, the provisions of Article 1898 of the Civil Code apply;
- b. persons not domiciled or not resident in Italy;
- c. persons over 80 years of age.

Art. 9 Reporting the loss, and subsequent obligations of the Insured

- a. In the event of a loss, the Insured must notify it by telephone and in writing to the Claims Office Department in accordance with the procedures specified in this policy.

b. They must also do everything possible to avoid or reduce the loss, as required by Article 1914, paragraph 1, of the Civil Code. The Insured acknowledges the **Company's right, in order** to facilitate the payment of the claim, to ask for further documentation than what is indicated in the Section governing the individual guarantee, undertaking now and henceforth to send it promptly.

- c. The Insured person must release from professional secrecy the doctors who examined them before and after the loss.

Non-performance of even a single one of the above obligations can entail the total or partial loss of the right to indemnification, as provided by Article 1915 of the Civil Code.

Art. 10 Right of recourse

Under Article 1916 of the Civil Code, the Company has the right of subrogation against liable third parties.

Art. 11 Declarations relating to the circumstances of the risk

Inaccurate or incomplete declarations by the Contracting Party or the Insured, relating to the circumstances which affect the assessment of the risk, may entail the total or partial loss of the right to assistance or indemnity, where specified, and the cancellation of the insurance itself under Articles 1892, 1893 and 1894 of the Civil Code.

Art. 12 Expiry

The right to payment of the premium installments lapses in two years from the individual due dates (Article 1882 and following). The other rights, under Article 2952 of the Civil Code, arising from the insurance contract (Article 1882 and following) lapse in two years from the date of occurrence of the circumstance on which the right to assistance and/or indemnity is based.

Art. 13 Modification of the insurance, special clauses or agreements. Form of communications by the Insured

Any modifications to the insurance must be approved in writing. All communications which the Insured is obliged to send, in order to be valid must be sent by registered letter with advice of receipt to the Company.

Art. 14 Other insurances

The Insured must notify the Company in writing of the existence and subsequent agreement of other insurances for the same risk. In the event of a loss, the Insured:

- a. must advise all the Insurers, indicating the names of the others to each one, pursuant to Article 1910 of the Civil Code;
- b. undertakes to ask for the indemnity from the other Insurers first of all, it being understood that the company will intervene to integrate the amount paid by the other Insurers received before, if necessary.

Art. 15 Operativity of the insurance

The insurance operates on a second loss basis in the event that the Insured has other insurance(s) that cover the same risk. In cases where the insurance comes to operate on a second loss basis, it covers those parts of the losses and of the compensation or reimbursement that do not fall within the maximum payouts **laid down in any other existing policies, until the maximum payout specified in the Company's policy conditions is reached.** The insurance covers the cost of the services purchased, including taxes and charges applied to them.

Art. 16 Time limits for signing up to the policy

The guarantee specified in the policy must be agreed at the same time as the purchase of the ticket.

Art. 17 Applicable law and reference to the provisions of law

This insurance is regulated by Italian law. For everything which is not here otherwise regulated, the provisions of law apply. All disputes relating to this contract are subject to Italian jurisdiction.

SECTION A

Reimbursement of the ticket price owing to inability to attend the event (cancellation of the insured ticket)

Special conditions

1. Subject of the insurance

The Company will reimburse the Insured the complete cost of the unused ticket and of any pre-emption and presale rights in the event that the Insured, a member of their family or a person connected with them has been the victim of one of the following events:

- a. accident, sudden illness or decease of the Insured or one of their family members or a person connected with them;
- b. serious pregnancy complications;
- c. **damage to the Insured's property due to fire, explosion, burst, storm, hail, lightning, flood, earthquake or criminal acts** committed by third parties, on condition that major damage is involved and that the presence of the Insured is required on site by the competent authorities to clarify the facts;
- d. relocation of the Insured following engagement in a new employment, where the entry ticket was purchased before the agreement of the new contract and where the site of the event and the new place of residence are more than 100 km apart from each other;

this having occurred subsequently to the agreement of the policy, so as to make it credible that it will not be possible to make the journey or the move which the Insured has already scheduled in order to attend **the event, or in any case so as reasonably to exclude the latter's attendance at the event.**

2. Persons connected with the Insured

The following are considered persons connected with the Insured:

- a. **the Insured's family members;**
- b. carers and/or escorts: people **who look after the Insured's family members provided that the latter are incapable of providing for their own needs by reason of age (minors) or psycho-physical condition.**
- c. accompanying persons limited to four persons on condition that the entry tickets have been purchased and insured at the same time (insured accompanying persons);
- d. a shareholder/co-proprietor of the Insured's company or partnership;
- e. **the Insured's direct superior in their working activity.**

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3. Exclusions

The insurance is not operative:

- a. if the illness is a psychological reaction to an act of war, pandemic, popular insurrection, act of terrorism, airplane accident or to the fear of an act of war, popular insurrection, act of terrorism or pandemic;
- b. in the case of psychological illnesses even if they manifest episodically;
- c. if the doctor designated by the Company, as per Article 4 below, does not confirm inability to travel;
- d. without original documentation of the costs incurred;
- e. for accidents or breakdowns which have occurred to the means of transport which the Insured uses to travel to the site of the event;
- f. if the organizer of the event finds that the ticket has been used, even if the ticket is still complete (with the bar code being readable without removal of the matrix);
- g. if the event is cancelled, irrespective of the reasons or causes of this cancellation.

For everything not here specified, reference is made to the other exclusions in the General Conditions, Article 6.

4. Obligations of the Insured in case of a loss

In the event of a loss, the Insured must notify the Claims Office Department of the loss by telephone and in writing, in accordance with the procedures specified in Article 11 of the "Information about the contract" section.

The Insured person must release from professional secrecy the doctors who examined them before and after the loss.

Non-performance of even a single one of the above obligations can entail the total or partial loss of the right to indemnification, as provided by Article 1915 of the Civil Code.

The Insured must send the Company by registered letter with advice of receipt to Via Pola, 9 - 20124 Milan, not later than 5 days from the date on which the loss occurred, the following documentation:

- a. payment claim form (cancellation), downloadable from the website www.ergoassicurazioneviaggi.it, duly fulfilled;
- b. order receipt received by VivaTicket which confirms tickets payment and the relevant cover;
- c. original not used tickets, in order to double check and verify the real not use through the access control system by the event organization;
- d. identification card of the Insured person;
- e. in case of accident, sudden illness and also pregnancy, a medical certificate with a specific diagnosis and the prognosis in terms of days;
- f. in case of decease, the death certificate;
- g. in case of damage to the property or relocation, suitable documentation with probative value;
- h. in case of new employment, a letter of engagement.

The Insured is furthermore obliged to allow the Company to carry out any reasonable enquiries for the purpose of determining the reason and the size of the benefit which it is called upon to execute: to provide all relevant information; to produce original documentation and, if necessary, to release the attendant doctors from professional secrecy where knowledge of these matters is perceived to be useful and necessary for the purpose of assessing the obligation to provide benefit and the amount. In case of fraudulent violation of one of the above obligations, the Company shall be deemed exonerated from the obligation of providing benefit. Where the violation is attributable to serious fault on the part of the person insured, the Company is authorized to reduce the benefit in proportion to the level of the fault attributable to the person insured. The Company's obligation to provide benefit remains where the violation has not been prejudicial to the determination of the existence and the size of the obligation to provide benefit, except on the assumption that the person insured has not acted with serious fault.

Failure to perform even a single one of the obligations set forth in the previous paragraphs may entail total or partial loss of the right to indemnification, as provided by Article 9 of the General Conditions.

5. Guarantee percentage excess

This guarantee is performed with a non-covered percentage of 10% of the indemnifiable amount, with a minimum of € 5 per person, to be paid by the Insured.

6. Expiry

The provisions of Article 12 of the General Conditions apply.

Statement of Privacy Policy

Information addressed to interested parties on the processing of general and sensitive personal data for insurance purposes

The Data Controller, as defined below, hereby intends to advise you on the processing purposes and methods of your personal data and your rights in accordance with EU Regulation 2016/679 (hereinafter 'GDPR') relating to the protection of individuals with reference to the processing of personal data and its free circulation.

1. Data Controller

The Data Controller is ERGO REISEVERSICHERUNG AG, General Agent for Italy, with registered office at Via Pola, 9 - 20124 Milan (hereinafter also ERGO Assicurazione Viaggi or the 'Company'). You can contact our Data Protection Manager at the above address or the following email address: trattamento_privacy@ergoassicurazioneviaggi.it

2. The data processed

We can process identifying and contact personal data, data on the insurance event (the trip), tariff and premium applied, any incidents occurring and, with your consent, data relating to your preferences, consumption habits and behaviour for the insurance purposes shown in this information sheet. Such data is supplied directly by you or comes from third parties, such as when the insurance contract is automatically combined with the trip acquired.

3. Processing method

We process your personal data in compliance with Regulation EU 2016/679 using manual (processing of paper files and documents) and automated methods and logics strictly related to the purposes. The processing is protected by adequate security measures. The company does not publish personal data.

4. Legal purposes and bases of processing

4.1 Contractual purposes

If you want to stipulate an insurance policy, we need to process your personal data to acquire information preliminary to the contract, complete the said contract and also, subsequently, manage any claims. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for our administrative and accounting processing connected with the contractual and precontractual obligations; these include remote communication techniques such as telephonic customer service. Provision of the data, which shall be kept for the period the contract is in force, is compulsory. If the contract is cancelled for any reason, the data shall be stored in relation to the legal regulations (ten years).

4.2 Legal purposes

The company processes your personal data for obligations arising from laws (such as anti-money laundering checks, fraud protection, compulsory notifications for tax purposes, etc.), Community regulations and also regulations issued by supervisory and control authorities or other legally entitled bodies. Art. 6, sub-paragraph 1(b) of the GDPR gives the legal base for the processing we have to carry out in compliance with the legal requirements, regulations and provisions of the legally entitled authorities. Provision of the data is compulsory. The data shall be stored for the period prescribed by the legal requirements and, in detail, ten years from the date of termination of the contract for any reason or the date of a binding decision by a legally entitled authority (such as a court sentence) subsequent to the said termination.

4.3 Purposes that need your consent

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Your consent to processing, which you can give by ticking the boxes corresponding to your choice on the enclosed form and revoke at any time, is necessary for:

4.3.1 Processing of particular data categories

In compliance with Articles 7 and 9, sub-paragraph 1(a) of the GDPR, we need your written consent, which shall form the legal base for processing, to handle certain categories of personal data [as in the case of payment of claims that entail physical damage]. Failure to give consent shall make it impossible for the company to carry out the operations shown in square brackets above, and shall also occur at the time of any subsequent revocation. The particular data categories shall be processed up to the time of revocation or termination, for any reason, of processing and stored for the prescribed time (10 years).

4.3.2 Processing for marketing

Commercial promotion shall be by postal correspondence and electronic communications or telephone calls, also via automated call systems, fax, e-mail, text or MMS messages, and communications in the social media you are registered with.

4.3.2.1 Marketing of its own and group products/services

The company intends to process the personal data to send promotional and commercial notifications relating to its own products and services and those of other group companies, and also make direct sales, market research, survey the quality of the products and services provided, also based on the analysis of such data already in its possession. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to send such notifications, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. If you have given consent to the profiling as per the Point below, marketing shall only take the data relating to the last 12 months into consideration.

4.3.2.2 Transfer of data to third parties for commercial purposes

The company may transfer personal data to third party companies who, as independent data controllers, will process it to market their own products and services. The list, divided by the commodity category of such parties with which the rights set out by the GDPR for the person concerned can be exercised, can be viewed in the website www.ergoassicurazioneviaggi.it. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to transfer the data, without consequences for your requests and assets. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. Except for processing carried out by the parties to which it has been transferred, the data shall be stored for the prescribed time (10 years).

4.3.2.3 Profiling

The company can indicate and offer services or products more appropriate for you by processing your personal data, preferences, consumer habits and behaviour with or without the aid of electronic tools. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from making targeted offers. The data shall be processed up to the time of revocation or termination, for any reason, of the processing. The profiling shall only take the data relating to the last 12 months into consideration.

4.3.2.4 Automated decision-making process, including profiling

The company can process some of your data to take decisions based only on automated processing, including profiling. In particular, the company takes account of existing business (stipulation of other insurance contracts and liquidated claims) to propose/apply the most favourable tariffs to subsequent contracts. Consent to processing [Art. 6, sub-paragraph 1(a) of the GDPR] gives the legal base for processing and failure to give consent shall make it impossible for the company to carry out such profiling, without consequences for your requests and assets but preventing the company from proposing the most favourable tariffs.

4.3.2.5 Legitimate interest

Similarly, the company processes your personal data for its legitimate interest when sending e-mails, which you do not reject, for the sale of company products and services similar to those you have already purchased and for which you gave your e-mail address.

5. Parties to which the data is advised or are aware of it

Your personal data relating to business/services activated may be advised to public institutions (Revenue Office) and supervisory bodies (IVASS). When processing personal data for the purposes shown above, we similarly make use of the work of external parties in the following categories:

- group companies;
- suppliers of IT and telematic services;
- companies managing payment systems;
- bodies managing national and international systems checking on insurance fraud;
- suppliers of paper document storage services;
- suppliers of electronic storage services;
- suppliers of commercial information;
- suppliers of logistics, transport, shipping and communication sorting services;
- companies and professionals carrying out credit recovery;
- companies and professionals providing legal consultancy;
- auditing companies.

If you have given consent relating to processing for promotions, your data shall similarly be advised to:

- companies specialised in marketing and commercial promotion;
- commercial partners.

These parties operate as independent data controllers except when they have been designated by the Company as data controllers within the scope of their functions. The list is constantly updated and can be consulted easily, free of charge, by writing to the references indicated above.

The personal data is processed by employees and other co-workers as authorised and appointed persons, also temporarily assigned to the relevant services of the Company.

6. Transfer abroad of personal data

In some cases, the Company may transfer personal data abroad, for example and legitimate interest, to our parent company in Germany. If the foreign countries are outside the EU, transfers are permitted for adequacy decisions issued by the EU Commission and also where there are international agreements, i.e. with the adoption of adequate guarantees of protection such as contractual clauses issued by the EU Commission. In the absence of such safeguards, transfers are still permitted if they are necessary for the performance of contractual obligations [Art. 49 paragraph 1 letter b) of the GDPR]. Further information can be requested from the references shown above. This policy is subject to revision. We inform you that the latest version is always available at the WEB address <https://www.ergoassicurazioneviaggi.it/download/privacy>.

7. Rights of the person concerned

The persons to whom the personal data refers have the right, at any time, to obtain confirmation that the personal data concerning them is or is not being processed, to access such data and know its content and origin, check its precision or ask for it to be supplemented, updated or rectified. Further, the persons concerned have the right to ask for the cancellation, limitation of the processing, revocation of consent, transfer of the data and also complain to the supervisory authority and, in any case, oppose processing of the data for legitimate reasons. The rights of the person concerned can be exercised with the references given above.