



INFORMATION DOSSIER

Prepared pursuant to Art. 30 et seq. of IVASS regulation dated 26/15/2010 No. 35

This Information Dossier containing:

- 1) Glossary and Information Note;
- 2) General Conditions of Insurance;
- 3) Special conditions for Inter Partner Assistance S.A./AXA Assistance/AirPlus for 2023;
- 4) Information on data processing;

must be delivered to the Contractor prior to signing the agreement or, where applicable, the insurance proposal.

INSURANCE CONTRACT

AIRPLUS APAX1010

NOTICE

Before signing please read the Disclosure Notice

INFORMATION NOTICE

This information notice has been prepared in accordance with the format provided by IVASS, but its content is not subject to the prior approval of the IVASS. The contractor must review the insurance conditions prior to signing.

The date of the last update of the information contained in this Disclosure Notice: 18/12/2023.

Inter Partner Assistance S.A.

Member AXA Assistance Group S.A.

Registered office at 1000 Bruxelles, Boulevard du Régent 7

Inter Partner Assistance is a Belgian company authorised by the NBB (National Bank of Belgium) and subject to the regulatory limits of the FCA (Financial Conduct Authority). Inter Partner Assistance SA operates in Italy under the freedom to provide services, and is registered in the List of Companies kept by IVASS under number II.01089.

Telephone +39 068 750 3255, email: airplusITA@axa-travel-insurance.com.



GLOSSARY

- Insurance company:

Inter Partner Assistance S.A., an insurance company with its head office in Belgium at Boulevard du Régent 7, 1000 Bruxelles and its branch office in Ireland at 10/11 Mary Street, Dublin 1 (Company code 906006), wholly controlled by AXA Partners Group.

AXA Assistance Deutschland GmbH, Colonia-Alle 10-20, 51067 Cologne, Germany, is responsible for handling the assistance and insurance services. AXA Assistance is the direct contact for all enquiries regarding the assertion of assistance benefits and insurance claims. The insurer declares that it will accept any declarations made to AXA Assistance Deutschland GmbH in any form. This makes available the following contact details: telephone + 39 0687503255 - email: airplusITA@axa-travel-insurance.com.

- hereinafter IPA, the Company or also referred to as “we”, “our” and its variants

- Insured company:

AirPlus International S.r.l., with registered office in Bologna, Via della Salute, 14/2, Postal Code 40132, VAT and Tax ID No. 08434751007, REA Number Bologna 452267.

- hereinafter referred to as AirPlus-

- Insured persons:

individuals whose interest is protected by the insurance, according to the coverages indicated in the relevant sections of the insurance conditions, specifically the Corporate Card holders

- hereinafter also “you or You” or “your or Your” and its variants

- Insured:

the person in whose interest the agreement is concluded and the holder of the right to any indemnity.

- Assistance:

the timely assistance provided to the insured Company or the insured person, in cash or in kind, who is in difficulty following the occurrence of an accident.

- Luggage:

a suitcase, bag, backpack that can hold clothes, sports equipment and items for personal hygiene, that the insured person may carry with them.

- Contractor:

the party that stipulates the insurance. In the case of a natural person, the person of legal age with the capacity to act.

- Corporate Card:

all the AirPlus Corporate Cards, AirPlus Supreme Card, AirPlus Travel Expense Card and AirPlus Corporate Credit Card or the related Private Card issued by AirPlus or our affiliates/subsidiaries or intermediaries until 2021.

- called below the “Corporate Card”

- Company Account:

All central billing accounts issued by the policyholders or their subsidiaries or cooperation partners (currently: AirPlus Company Account, AirPlus Debit Account, MC Lodged Account).

- hereinafter, “Account”

- Virtual Card:

All Virtual Cards Classic issued by the policyholders or their subsidiaries or cooperation partners. The AirPlus Virtual Cards Classic is available in the versions single-use and multi-use. For the single-use version, a Virtual Card number can be used for a one-off payment. For the multi-use version, a virtual card number can be used for multiple payments with the same purpose of use.

- hereafter “Virtual Card”

- Collaborative consumption:

the insured person can borrow or rent assets owned by a third party through an official supplier. These include, for example, lodging rentals.

- Travel costs:

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travel costs include the costs directly connected to the trip and that can be settled with a Corporate Card, a Virtual Card or an Account. This includes the cost of travel and lodging (hotels and the like). These costs must be paid by the Account, the Virtual Card or Corporate Card, or the Account, the Virtual Card or the Corporate Card must be provided for pre-authorization for the debit. Not covered are the costs of travel, costs for meals unless they are included in the monthly fixed fee (for example, the half board formula).

- Rental Cars:

A rental car in the sense of these terms and conditions is a vehicle which is rented for business purposes by a person for a fee via a rental agreement and is used only by this person and a maximum of one passenger registered in the rental agreement. Vehicles which are not rented via a rental agreement are excluded from insurance coverage.

- Pool Cars:

Vehicles that a company keeps available for several of its employees for the purpose of local business or business trips. Pool cars are not permanently assigned vehicles, but vehicles that are available to several employees. Pool cars are not considered rental vehicles and are therefore excluded from insurance coverage, even if a rental agreement is associated with the pool vehicle. The type of use is the relevant factor for these insurance conditions.

- Destination:

Italy: the Italian Republic, the Republic of San Marino and the State of Vatican City.

Europe: geographically European countries

World: all the countries in the world including Europe.

- Domicile:

the place where the insured person has established the main office of their business and interests.

- Event:

the occurrence that generated, directly or indirectly, one or more claims.

- Family:

the person bound by a relationship or partnership with the insured person (spouse, children, father, mother, brothers, sisters, grandparents, parents in-law, sons- and daughters-in-law, brothers and sisters-in-law, aunts and uncles, cousins and grandchildren) and people permanently living with them as a resulting of their marital status.

- Deductible:

preset amount in an absolute number that remains payable by the insured for each claim.

- Compensation or indemnity:

the amount owed by the Company in the event of a loss covered by the policy guarantees.

- Illness:

any observable alteration in the state of health not due to injury.

- Ceiling

the maximum amount established in the policy, guaranteed by the Company for insurance in the event of a claim.

- Means of transport:

the means of transport for travel (plane, train, boat/ferry, long-distance bus lines or rental cars) and, if this is included in the terms defined in the terms for insurance coverage, the means used to reach or navigate from the transport means for the journey to your destination.

- Policy:

the document proving the existence of insurance coverage.

- Premium:

the amount owed by the contractor to the insurance Company.

- Time limit:

extinction of the right for failure to exercise it within the time limits set by law.

- Residence:

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the place where the insured person has established their dwelling as per the residence certificate.

- Expiry:

date when the effects of the agreement cease.

- Uncovered:

the part of indemnifiable damage under the insurance policy as a percentage that remains payable by the insured for each accident.

- Accident:

the occurrence of a harmful event, future and uncertain, for which the insurance is paid.

- Third parties:

any person outside the insurance coverage.

- Travel:

Any business or private journey worldwide that begins and ends during the period of cover. This does not include the regular route to the workplace (in terms of commuting), even if this is cross-border.

OTHER DEFINITIONS ARE CONTAINED IN THE SPECIFIC SECTIONS.

This Information Notice is divided into three parts:

A. Information on the insurance Company.

B. Contract information.

C. Information on claims procedures and complaints.

A. GENERAL INFORMATION ABOUT THE INSURANCE COMPANY.

1. Insurance Company identity.

The insurance company with its head office in Belgium at Boulevard du Régent 7, 1000 Brussels and branch office in Ireland at 10/11 Mary Street, Dublin 1 (Company code 906006), a wholly owned subsidiary of AXA Partners Group. Inter Partner Assistance is a member of the AXA ASSISTANCE Group. AXA Assistance Deutschland GmbH, Colonia-Alle 10-20, 51067 Cologne, Germany, is responsible for handling the assistance and insurance services. AXA Assistance is the direct contact for all enquiries regarding the assertion of assistance benefits and insurance claims. The insurer declares that it will accept any declarations made to AXA Assistance Deutschland GmbH in any form. This makes available the following contact details: telephone +39 0687503255 - email address: airplusITA@axa-travel-insurance.com.

Authorised for insurance business in Italy with registration number IVASS II.00928 listed in the appendix of the registry of insurance companies, List I: I.00014, operating in Italy in the system of free performance of services, registration in the Business Registry of RM-792,129, VAT. No. 04673941003 - Tax ID 03420940151 – Certified email: ipaassicurazioni@pec.it

Telephone +39 068 750 3255, email: airplusITA@axa-travel-insurance.com

2 Main activity and asset information of the insurance Company.

As of the last approved annual financial statements, the amount of shareholders' equity was Euro 957,117,452, of which Euro 130,702,613 were share capital and Euro 177,597,151 capital reserves, the Solvency Capital Requirement was Euro 207,301,359, the Minimum Capital Requirement was Euro 93,285,612, the own funds eligible to cover them amounted to 259,130,611, and the company's solvency ratio was 125%.

B. CONTRACT INFORMATION.

The insurance contract is concluded between the Company and AirPlus International S.r.l., for persons from time to time benefitting from the insurance coverage.

For fulfilling obligations and for any consequences resulting from a failure in compliance or performance of obligations, responsibility is borne by the person from time to time insured. The insurance coverage applies for travel all over the world. Insurance coverage for insured persons begins with the purchase or the provision of a Corporate Card, which includes the specific insurance benefits indicated in this document.

Different provisions (e.g., activation of insurance protection through use of paper) are described below.

The insurance coverage shall commence from the time and the date on which the Corporate Card, the Virtual Card or the Account is activated and expire on the date when the Corporate Card, the Virtual Card or the Account loses its validity, that is, the date that ends the framework contract related to that insurance.

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For the services paid, before that deadline, with the Corporate Card, the Virtual Card or Account, the insurance coverage is guaranteed even after the deadline provided.

In the event that changes are made to the scope of this coverage, respective to the present insurance conditions, the insured persons will be notified by the insurance company via the insured company.

If the insurance policy was taken out on behalf of third parties, the exercise of the rights arising from the contract shall be the responsibility of the insured person. All the conditions applicable to the insured person shall apply accordingly to their successors and their other claimants. Credits related to the insurance coverage may not be transferred or assigned before their collectability without our consent.

NOTICE: the insurance contract lasts for at least 3 (three) years and provides for automatic renewal and can be relinquished only by the insured Company within the prescribed term of 6 (six) months prior to the expiration. For more detail please refer to Art. 6 of the General Conditions of insurance.

3. Insurance coverage offered – limitations and exclusions.

This agreement provides a number of guarantees providing protection for those who travel, designed to offer protection against harmful and unforeseen events that occur most frequently during travel and systematically explicated in the Special Conditions of Insurance.

The guarantees indicated are per insured person and per year.

NOTICE: the insurance coverages provided are subject to limitations and exclusions or to conditions of suspension of the guarantee which may give rise to a reduction or non-payment of the indemnity. For more details please refer to Arts. 4 and 5 of the General Conditions of Insurance and the relevant sections of the Special Conditions of Insurance.

NOTICE: the insurance agreement provides for the application of deductibles and/or uncovered amounts and/or ceilings, as defined in the Glossary above and to the extent [resulting] in the Special Conditions of Insurance.

Example of applying a deductible:

Damage ascertained at € 1,000.00 – Deductible provided for in the policy equals € 200.00 per accident.

Amount settled equals € 800.00 (€ 1000.00 - € 200.00 = € 800).

Comprehensive insurance coverage for rental car (POLICY NUMBER APAX1010)

Comprehensive insurance for rental cars

| | | | |
|------------|---|-----------|-------------------------------|
| up to | € | 75,000.00 | for each rental car (vehicle) |
| Deductible | € | 250.00 | |

NOTICE: guarantee subject to the limitations and/or exclusions as per the Special Conditions of insurance provided in Section A.

4. The insured person's declarations regarding the circumstances of risk - Nullity.

NOTICE: any false statements or omissions about the circumstances of risk made while concluding the agreement may lead to effects on benefits. For more detail please refer to Art. 9 of the General Conditions of insurance.

5. Aggravation or decreased risk.

The insured person must notify the insurance company in writing about any aggravation or decreased risk. Please refer to Art. 4 of the General Conditions of insurance.

Example. A case of related significant circumstance that causes a modification of risk is, for the sake of example, signing a policy with a destination in Europe, while the risk occurs in another country.

6. Total insurance premium and costs.

The premium is paid by the Insured Company AirPlus International S.r.l. for IPA; the insured persons are not expected to pay any additional insurance premium beyond that already paid to IPA by AirPlus.

For the insured persons the present insurance conditions do not set out provisions relating to the payment obligation and method and the premium for IPA.

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The premium and its payment methods shall be set out in the cover page of the policy contract signed between IPA and AirPlus. In summary, the premium will be calculated unitarily per single membership. Notwithstanding what was established in the policy, concerning the regulation of the premium, the Company will issue an appendix of regulation that the Contractor undertakes to settle.

7. Recourse.

Note: the Company reserves the right of subrogation to the insured within the meaning and for the purposes of Art. 1916 of the Italian Civil Code, against third parties responsible for the accident.

8. Right of withdrawal.

The insured person is not the holder of an independent right of withdrawal with respect to the insurance coverage included in customer cards or credit cards. Only the insured Company, i.e., Airplus International S.r.l., may withdraw from the contract according to the terms set forth on the cover page of the policy stipulated with Inter Partner Assistance.

9. Time limit and lapse of rights deriving from the contract.

The claims arising from the insurance contract are limited to three years. The calculation of expiration is based on the general rules of the Italian Civil Code. In this regard it is specified that Art. 2952 of the Italian civil code, paragraph 1 provides that "the right to payment of the premium instalments shall expire one year from the individual expirations." In accordance with paragraph 2 of the same article, "the other rights arising from the insurance contract and the reinsurance contract are limited to two years after the day on which the fact occurred on which the right is based".

If a request relating to the insurance contract is presented to the insurance company, the limit of the request shall be suspended until the date the Company acknowledges it.

10. Law applicable to the contract and language of the contract

The present insurance contract is subject to Italian law.

Communications during the duration of the contract take place in Italian.

11. Tax system.

The insurance agreement is subject to tax under Law 1216 dated 29 October 1961, and subsequent amendments and supplements.

12. Claims – Clearance compensation.

NOTICE: the agreement may provide for specific procedures and terms for accident claims – in this regard see what is indicated in the paragraphs "obligations in the event of an accident/ claim of right" for each of the sections of the Special Conditions of insurance; the non-observance of which may lead to the total or partial loss of the right to compensation.

To file a claim for compensation, the insured person may call the number + 39 068 750 3255 (Monday-Friday 9:00-5:00) to get the appropriate form that must be completed and sent to IPA at the address airplusITA@axa-travel-insurance.com, complete with the following information: (i) the name of the insured person; (ii) reference to the type of insurance coverage; (iii) a brief description about the request.

The insured person must submit the claim for compensation within 28 (twenty-eight) days from the time the accident occurred.

From 1 January 2024, you will have the option of submitting this information online. Scan this QR code or follow the link: <https://airplus.claims.axa.travel/>

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NOTICE: Please keep copies of all the documents sent to us. For all the information relating to any claims we invite you to consult the policy conditions for each guarantee.

13. Complaints. Complaint procedure and extrajudicial recourse.

Any complaints regarding the contractual relationship or management of claims should be preliminarily sent in writing (mail, fax, and email) to:

AXA Assistance Deutschland GmbH
PO Box 1584
15205 Frankfurt (Oder)
Germany
E-mail address: Customer-Care@axa-assistance.de

The Company will provide acknowledgement to the complainant within a period of 45 (forty-five) days of receiving the complaint. In accordance with the provisions of regulation IVASS No. 24 dated 19 May 2008, the claimant may contact IVASS – Consumer Protection Service, Via del Quirinale 21, 00187 Rome, fax: 06 42133206; certified email: ivass@pec.ivass.it or tutela.consumatore@pec.ivass.it, sending the explanation of any documents related to the claim processed by the Company, in the following cases:

- complaints relating to infringements of the provisions of the law referred to in the Insurance Code and its implementing rules as well as the observance of Legislative Decree 206/2005 (“Consumer Code” 9 in the part relating to the distance marketing of consumer financial services, insurance and reinsurance companies, intermediaries and insurance adjusters;
- complaints already submitted directly to the Company for which the complainant is not satisfied with the outcome of the complaint, as well as those that the Company has not acknowledged within a maximum of 45 days from the date of receipt;
- complaints for cross-border dispute resolution.

Complaints addressed to IVASS must be submitted in writing using the template provided by IVASS and available on the website www.ivass.it.

Claims must contain: (i) complainant's name, surname and residence, email address, if available certified email, any telephone number); (ii) indication of the insurance enterprise the operation of which is complained; (iii) clear and concise description of the reason for the complaint; (iv) a copy of the complaint already transmitted to the enterprise and any response received and any other document useful to the discussion of the case.

For resolving cross-border disputes, the claimant residing in Italy may submit the complaint to IVASS or directly to the foreign system responsible for activating the FIN-NET procedure, by accessing the following website: <http://ec.europa.eu/finance/fin-net/>.

NOTICE: the personal data transmitted will be processed by IVASS for their own institutional purposes, in line with the provisions of Legislative Decree 196/2003.

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Any appeal to the judicial authority

For disputes concerning the quantification of benefits and attribution of liability, the judicial authority has exclusive jurisdiction. Before bringing a case to the judicial authority it is, however, possible and in some cases necessary, to seek a settlement through alternative dispute resolution systems such as:

- Mediation (Law 98, 9/8/2013,) which can be initiated by submitting an application to a mediation body among those on the list of the Ministry of Justice, which can be viewed on the website www.giustizia.it;
- Assisted Negotiation (Law 162, 10/11/2014 [sic]): it can be initiated through the request of one's own lawyer to the Company.

As regards the place of jurisdiction in case of judicial controversy, the rules of the Italian civil code apply. For lawsuits related to injuries and illness, arising from the insurance contract, the place of jurisdiction is the place where the Institute of forensic medicine has its headquarters closest to the insured, subject to any contractual provisions more favourable to the insured.

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INTER PARTNER ASSISTANCE S.A. is responsible for the truthfulness and completeness of the data and information contained in this Information Notice

(Legal representative) (general information and signature)

GENERAL CONDITIONS OF INSURANCE

Art. 1 – Exercise of rights/beneficiaries

The insurance is stipulated for the benefit of the insured persons.

In the case of an accident, the exercise of rights shall be the responsibility of the insured person; in case of death it is the responsibility of the respective heirs.

If the insurance policy is concluded for the benefit of third parties, it is the insured person who is entitled to exercise the rights arising from the contract. All the provisions that apply to the insured person shall be applied accordingly also to his/her legal successors and other claimants.

The payables owed to the insured person or his/her heir after an accident are immediately valid, without the consent of the insured company, and are directly borne by the insurance company.

The insurance company waives the possibility to offset the payables of the insured person under the insurance agreement with debts related to expired insurance premiums and/or other debts arising from the insurance agreement. Payables arising from the insurance contract cannot be transferred or pledged before the expiration date without our consent.

Art. 2 - Prerequisites for insurance coverage.

The prerequisite for the insurance coverage is, in general, that there is some insurance stipulated by the Account, the Virtual Card or the Corporate Card and that the total travel costs have been paid through the Account, the Virtual Card or Corporate Card.

Travel costs can also be compensated through "Air Miles" or another points program; also the "air miles" or another alternative points program if the rates cannot be paid by this method or settled in the amount conceded as reimbursement of the ticket price. The points must be collected using the Corporate Card, the Virtual Card or Account, and it is necessary to provide proof of that fact.

Regardless of whether you use the cards, the insurance coverage is applicable to protection against accidents on means of transport for company /service cars, for cases of repatriation and transport following an accident, if necessary from a medical point of view and if prescribed by a physician as well as health insurance for overseas travel.

If it is not possible to pay by the Account, the Virtual Card or Corporate Card, before the start of travel, the insurance coverage is nonetheless activated if the corresponding card is used, before the start of travel, as a means of payment in a registration or reservation system, and the related charge is then actually processed using the same card. In case of death, for activating the insurance coverage it is sufficient that the related card was used in a registration or reservation system.

Art. 3 - Provisions for travellers with Corporate Card and contemporary existence of an Account or Virtual Card

In the case of the contemporary existence of both an Account with insurance cover, a Virtual Card with insurance cover and a Corporate Card with insurance cover, the total insurance coverage existing for the Account, the Virtual Card and the Corporate Card, including all the benefits agreed upon, is activated through the use of one of the two cards.

Regardless of whether you use the cards, the insurance coverage is applicable to protection against accidents on means of transport for company /service cars, for cases of repatriation and transport following an accident, if necessary from a medical point of view and if prescribed by a physician as well as health insurance for overseas travel.

The payment of the compensation will always be made on the basis of the best contractual conditions for the claimant. No summing of insurance coverage of the same kind is provided that arises from multiple contracts under this framework agreement.

Art. 4 - General exclusions

a) Sanction Exclusions

The insurer shall not offer any insurance cover, nor shall it pay any indemnity under such cover, in the event that it violates any international sanctions laws or provisions which expose the insurer, its parent company or the company in which it has a major shareholding to a sanction arising from such laws or provisions.

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Information on the relevant sanctions of the government authorities can also be found on the following website: https://www.eeas.europa.eu/eeas/european-union-sanctions_en

b) Travel Warning

Your travel to a country or specific area or event to which a government agency in the country of residence (the location of the registered office of the company where the traveling person is employed) or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations. If you travel to a country under embargo or where a government agency has issued a travel warning at the time of the beginning of the journey, the insurer will make no payment of any expenses and will only assist with arrangements if another form of payment is made for the services.

However, insurance cover is provided and service is offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover expires at the end of the seventh day after the travel warning was issued.

Art. 5 - Limit of the insured benefits (aggregate)

The maximum compensation provided by us for all Accounts, Virtual Card and Corporate Cards at the time of a claim amounts to € 100,000,000.00 per claim and per year. If that amount is exceeded, the allowances provided for all the insured persons involved in this claim will be reduced proportionally.

Art. 6 – Duration and variations of the contract

The policy lasts for 3 (three) years and provides for automatic renewal and can be relinquished only by the insured Company within the prescribed term of 6 (six) months prior to the expiration. In the event that the insurance company and the insured Company have agreed to changes to the insurance contract, these will be valid from the day of entry into force for all Accounts, Virtual Cards and Corporate cards already issued or to be issued offering coverage under this agreement.

Art. 7 - Subsidiarity principle

The payment of compensation will always be disbursed on the basis of the best contractual conditions for the complainant.

a) Subsidiarity to third parties

If the insured person is entitled to compensation from a third party, the insurance Company is liable only for the expenses exceeding these amounts.

The insurance company does not have to pay any compensation in the event where compensation for damages covered by another insurance contract can be requested.

These provisions exclude compensation for death and disability provided by the insurance for means of transport and travel accident insurance.

b) Subsidiarity in a case of the existence of multiple AirPlus contracts against accidents

The insured capital based on the framework agreement between AirPlus and the insurance company is guaranteed by the insurance for means of transport or travel accident insurance.

The payment of compensation will always be disbursed on the basis of the best contractual conditions for the claimant. No summing of equivalent insurance compensation is provided that arises from multiple contracts under this AirPlus framework agreement.

Also if there are multiple insurances for the same risk in several insurers separately, the insured person must notify each insurer of all the insurances. If the insurer intentionally omits making this notification, the insurers are not required to pay the compensation.

In the event of a claim, the insured person shall give notice to all the insurers in accordance with Art. 1913 c.c., indicating the name of the others. The insured may ask each insurer for the compensation owed according on the respective contract, provided that the total amounts recovered do not exceed the amount of the damage. The insurer who has paid is entitled to the right of recourse against the others for proportional division by virtue of the allowances owed under the respective contracts.

Art. 8 - Payment in foreign currency

The costs incurred in foreign currencies via a Corporate Card/Virtual Card are reimbursed in Euro currency in accordance with what is indicated in the account statement that [notes] the amount of the charge.

In the event that the costs in foreign currency are not paid via a Corporate Card/Virtual Card, conversion into Euro currency will proceed according to the ECB (European Central Bank) rate on the date when the documents were received by the insurance company. If necessary the amount in Euro currency will be made available in foreign currency at the conversion rate applicable on the date of the transfer of the amount.

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Art. 9 - Consequences in case of failure to comply with obligations.

If any of the obligations relating to insurance benefits is intentionally violated, the insurance coverage does not operate. In the case of a serious breach of any legal obligation, the Company is entitled to reduce the compensation for damages in proportion to the seriousness of the fault of the insured. In both cases, what is indicated only occurs if the Company has notified you in writing about the above legal consequences. In the event that the insured person proves that he or she did not commit any violation, the insurance coverage is operative. The insurance coverage remains valid also if the insured person proves that the breach of the obligation is not the cause of the incident and the determination of the claim, as regards the amount and compensation arrangement. This does not apply if the breach of the obligation was done intentionally.

Art. 10 - Reference to the rules of law.

For anything not expressly regulated by this agreement, the rules are applied as dictated by Italian law on the matter.

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Inter Partner Assistance is a Belgian company authorised by the NBB (National Bank of Belgium) and subject to the regulatory limits of the FCA (Financial Conduct Authority). Inter Partner Assistance SA operates in Italy under the freedom to provide services, and is registered in the List of Companies kept by IVASS under number II.01089.

Telephone +39 068 750 3255, email: airplusITA@axa-travel-insurance.com.



Special conditions for Inter Partner Assistance S.A./AXA Assistance/AirPlus for 2017;

The Company provides the insurance coverage as specified below in the following table and in the following Sections from A.

A. Comprehensive insurance for rental cars

1. Insured person

All the drivers listed in the rental agreement are insured for business and private travel.

2. Prerequisites for insurance coverage.

The requirement for insurance coverage is that all rental costs are paid with a Corporate Card, a Virtual Card or an Account and that the rental agreement has a proven duration of a maximum of 31 days.

In the case of long-term rentals of more than 31 days, insurance cover is only extended if interim settlements are completed with a separate payment process for each maximum 31 days period, or if a new rental contract is issued with a separate contract number after the maximum period of 31 days.

3. Scope of the insurance cover

Insurance cover is extended for damages incurred during insured travel with a rental car/during the term of the rental period as a result of damages, fire, vandalism, theft or loss of use of the rental car, up to a maximum of:

- EUR 75,000.00 (or face value in the country currency) or
- the value of the rental car, or
- the amount of the claim for compensation, whichever amount is lower.

Cover applies subject to the insured person having refused the car rental company's insurance against damages and loss or similar provisions, and under the condition that the insured person meets all of the requirements under C.2. of these insurance conditions.

4. Exclusions

Insurance cover is not extended to claims that are the direct or indirect result of the following, or which include the following:

1. the first EUR 250.00 of each insured damage event;
2. a fraudulent, dishonest or criminal act by the insured person or a person acting in collusion with the insured person, or if the insurance policy is concluded at a point in time when there are already concrete indications of a damage event;
3. the rental car is used contrary to the rental contract;
4. the vehicle is operated by persons not listed in the rental contract;
5. the vehicle is operated by persons who are not in possession of a valid driver's license;
6. rentals of vehicles with a purchase value of more than EUR 80,000.00 (or the face value in the respective country currency), or vehicles that are more than 20 years old, or vehicle types that have not been made for 10 years or longer.
It is the responsibility of the insured person (prior to the rental) to ensure that the vehicle is covered by the insurance policy;
7. a) the rental of vehicles that are not licensed for use on roads
b) trailers, caravans, trucks, motorcycles, mopeds, Mopeds, motor bicycles, off-road vehicles, recreational vehicles and motor caravans;
c) the exclusion does not apply to off-road and four-wheel vehicles as well as sport utility vehicles that are operated appropriately in regular road traffic.
8. using the rental car during or to train for car races, test drives, rallies or speed tests;
9. a self-inflicted injury or illness, alcoholism or consumption of drugs (items other than those consumed as part of a treatment prescribed by an accredited physician, whereby this group also excludes items used to treat drug addiction) or exposure to unnecessary risk (with the exception of attempts to save lives);
10. operation of a vehicle by the insured person, if the person's alcohol level is above the permissible legal limit that applies at the damage location;
11. a) ionising radiation or contamination by radioactivity of reactor fuel or radioactive waste from the combustion of reactor fuel; or

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- b) radioactive, toxic, explosive or other dangerous properties of an explosive nuclear unit or one of its nuclear components;
12. war, invasion, acts by foreign enemies, hostile attacks (regardless of whether war is declared), civil war, rebellion, revolution, uprising, terrorism, military violence or usurpation of power or confiscation, nationalisation, destruction of or damage to possessions by or due to orders issued by a government or public authority;
 13. use of the vehicle by persons under 21 years of age;
 14. the compensation amount that you may be able to assert on the basis of a claim against another insurance, regardless of whether the insurance company rejects the claim or does not pay the claim for any reason;
 15. a contract or other agreement;
 16. damages to items in the rental car;
 17. benefits that must be provided in a country or territory on the basis of a law for non- or under-insured drivers, a law for first party loss, a liability standard that is independent of fault, or a law that is similar to the aforementioned;
 18. fines, penalties, stricter damage compensation or compensation of punitive damages or any other type of judgement or judge's decision through which the winning party is not compensated for actually suffered damages;
 19. damages to possessions that are transported by you or under your care or control;
 20. injuries or damages to possessions that are the result of the actual, alleged or imminent emission, spread, leaking, migration, release or escape of contaminants / harmful substances;
 21. wear and tear, gradual damages, damages from insects or pests, technical defects or material defects;
 22. automobiles and other vehicles that are not rental vehicles;
 23. damages that occur when driving off public roads.

5. Restriction to insurance benefits

1. Costs that are assumed or reimbursed by the car rental company or its insurance, or in regards of which a waiver is declared, are not covered by the insurance policy.
2. Costs that are reimbursed by the insurance company of the insured person's employer are not covered by the insurance policy.
3. Damages to property or costs to which special insurance applies, or claims that are covered by another insurance in the event this insurance policy was not in place, are not covered by the insurance policy.

6. Responsibilities in the case of a damage event / Submitting a claim

Please observe the following in the case of a damage event:

- a) Each theft or accident damages must be immediately reported to the lessor. In addition, thefts or accident damages or other criminal activities must also be reported to the nearest police detachment.
- b) Claims or such events that could lead to a claim must be reported to the insurer in writing within 31 days of the end of the rental contract.
- c) The following documents must be submitted to the insurer for claims settlement purposes:
 - the damage report of the car rental company and the police report (if available),
 - all documents deemed necessary by the insurer to assess damages,
 - the rental contract and
 - proof of use of the Corporate Card, Virtual Card or Account

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INFORMATION ABOUT THE PROCESSING OF PERSONAL DATA

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- f. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
AXA Travel Insurance Limited
106-108 Station Road
Redhill
RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at:
www.axa-assistance.com/en.privacypolicy
Alternatively, a hard copy is available from us on request.

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