



# **A. MENARINI DIAGNOSTICS S.R.L. ASSISTANCE GROUP INSURANCE POLICY**

# EUROP ASSISTANCE GROUP INSURANCE POLICY

General Terms and Conditions

Policy Number IB2000396ITHE0



**Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch)**

4<sup>th</sup> Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland

Registered in Ireland Certificate No: 907089

Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch) is regulated by the French Insurance Code

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## SPECIFIC TERMS AND CONDITIONS

### DEFINITIONS

When used in the Policy, these terms shall have the following meaning:

**DEVICE:** the Policyholder's device for measuring diabetes, named "Glucomen Day";

**APPLICATION:** the application provided by the Policyholder that the Insured Persons must download to use the Device and to access the benefits provided by this Policy;

**CHATBOT:** the software application used to conduct an on-line chat conversation via text or text-to-speech, in lieu of providing direct contact with a live human agent. A chatbot is made available by the Policyholder in order to provide the first level response customer support for the Insured Persons. The Chatbot will be available in all the languages in force in the countries covered by this Policy.

**INSURED PERSONS / YOU / YOUR:** each of the individuals indicated as Device users by the Policyholder having registered on the Application and meeting the eligibility requirements identified under section "Who is protected?".

**INSURER / WE / US / OUR / Europ Assistance:** EUROP ASSISTANCE S.A. IRISH BRANCH, whose principal place of business is 4th Floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089.

**POLICY:** the group policy stipulated by the Policyholder with the Insurer in the interest of the Insured Persons.

**POLICYHOLDER:** A. Menarini Diagnostics S.r.l.

### GENERAL TERMS

#### A. APPLICABLE LAW

This Policy is regulated by Italian law.

#### B. PRESCRIPTION PERIOD

All Your rights under this Policy expire two (2) years after You are not anymore eligible under clause D below.

#### C. YOUR PERSONAL DATA PROTECTION

For Europ Assistance Group, the protection of Your personal data and Your privacy is a major concern. This is why the Insurer commits to ensure an appropriate level of protection for Your personal data in accordance with the European legislation on the protection of personal data and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR").

To process Your claim requests and provide the services described below, Europ Assistance will need to process Your sensitive personal data, that can include Your medical data. Europ Assistance need Your consent to do this. By submitting a request in the Chatbot or by calling its call centers, You accept that Europ Assistance accesses and processes Your personal data in compliance with European data privacy regulation.

Europ Assistance may use third party service providers to process, handle or assess the insurance claim and to provide the services described below on its behalf. Europ Assistance will need to share with them Your personal data in order to ensure the adequate provision of the services. These service providers are contractually bound to protect Your personal information and only use the personal information in accordance to Europ Assistance instructions.

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You will find in Annex II a more detailed description of how We will collect, process and store Your personal data.



## WHO IS PROTECTED?

### D. ELIGIBILITY

You will receive the assistance provided by this Policy if You are an active user of a Device who has an active account on the related Application, because a premium has been paid by the Policyholder to the Insurer. Only the person in whose name the account was created is covered by this Policy. Should You stop using the Device and close Your Application's account, from that day You will no longer be eligible to receive the benefits of this Policy.



## WHAT IS INSURED?

### E. INSURANCE COVERAGES

#### COVERAGE AND LIMITS AVAILABLE TO THE INSURED PERSON:

The Policy provides benefits for the following limits.

Coverage per 12 consecutive months:	Limit per Insured Person
1. Customer Support Service	up to a maximum of 12 times/requests per 12 months
2. General Medical Advice	up to a maximum of 6 times/requests per 12 months
3. Nurse at Home	One request per 12 months

#### 1. CUSTOMER SUPPORT SERVICE

It may happen that You have issues when using the Device and the Application. In such event, We provide a customer support service 24 hours a day, 7 days a week.

The customer support service is provided in three levels:

Level 1: via the Chatbot in the Application.

The Policyholder integrated a Chatbot into the Application that You can use first to solve Your issue. To access this You need to select the service in the Application's menu.

Level 2: By phone.

In case You cannot find an appropriate answer through the Chatbot, You can contact Our operators for assistance over the phone. The phone number for Your country of residence is displayed on the Application.

Level 3: Escalation to the technical support of the Policyholder.

Our operators may not be able to solve Your problem over the phone. In that case, they can ask You for further details about Your Device or elements of the Device, details about what happened exactly and will escalate Your request of assistance to A. Menarini Diagnostics S.r.l. for intervention and to provide You with technical support.

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**Conditions and limitations:** This service can be requested up to a maximum of 12 times per Insured Person per 12 consecutive months.

### Attention!

Our intervention is limited to Your support and We will not pay for any costs related to the replacement of the Device or elements of the Device that may not be functional or may be broken.

## 2. GENERAL MEDICAL ADVICE (excluding medical diagnosis)

You may need to talk to a doctor for a general medical question related to the Device or Your data registered in the Device; You can ask for a remote medical advice. The phone number for Your country of residence to access this service is displayed on Your Application. You can request this service 24 hours a day, 7 days a week. An operator will propose You an appointment or to be called back by a doctor within 1 hour.

**Conditions and limitations:** This service can be requested a maximum of 6 times per Insured Person per 12 consecutive months.

This Policy will not cover any claims arising from any of the following causes:

- Fraud;
- Earthquakes, volcanic eruptions, atmospheric phenomena with characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- War, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- Anything that is not expressly stated in these terms and conditions.

### Attention!

For emergency situations You should always contact the emergency number of the country where You are located.

This Medical Advice service is not a diagnosis and cannot replace a clinical examination by a doctor in a face-to-face consultation. The medical advice is provided based on the sole information You provide to the doctors. Europ Assistance will not be responsible for Medical advice provided by the doctors.

The Medical Advice service cannot be used for questions about Your personal treatment. In that case, You must refer to Your treating doctor.

This service cannot be used to obtain a prescription.

## 3. NURSE AT HOME

Despite the support provided by the Customer Support Service and by the Medical Advice Service, You may still have concerns regarding the use of the Device and the Application. In that case, You can request the visit of a nurse to Your home to provide in-person assistance for one (1) hour, the nurse being more familiar with the Device and its usage. This service must be activated through and approved by the General Medical Advice service.

In some geographical areas, sending a nurse to an Insured Person's home may not be possible. If this is the case, the Insured Person will be proposed two options, subject to local availability:

- a video consultation with a nurse, or
- a consultation with a nurse at the closest medical centre, in the Europ Assistance network, from the Insured Person's home (within a maximum perimeter of thirty (30) kms).

This service can be requested 24 hours a day, 7 days a week. An operator will propose the Insured Person an appointment during office hours, 6 days a week, from Monday to Saturday.

**Conditions and limitations:** This service can be requested once per Insured Person per 12 consecutive months.

This Policy will not cover any claims arising from any of the following causes:

- fraud;

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- earthquakes, volcanic eruptions, atmospheric phenomena with characteristics of natural disasters, phenomena of transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- anything that is not expressly stated in these terms and conditions;
- problems/issues not strictly related to the Device;
- Misuse of the Device.

### Attention!

For emergency situations You should always contact the emergency number of the country where You are located.

The nurse at home service cannot be used for questions about Your personal treatment. In that case, You must refer to Your treating doctor.

You acknowledge that the Policyholder provides the Insured Persons with the benefits described above solely for promoting the use of the Device and building customer loyalty.



## WHERE ARE THE COVERAGES VALID?

### F. GEOGRAPHICAL COVERAGE

We will provide the services described above within the United Kingdom and the European Union countries listed in Annex I. You will receive the services requested in Your country of residence and abroad (except for the Nurse At Home service, which is available in Your country of residence only).



## WHEN DOES THE COVERAGE START AND FINISH?

### G. POLICY START AND DURATION

The assistance described in Part II of this Policy shall be provided to You from 24:00 on the 15<sup>th</sup> of October 2020 to the 15<sup>th</sup> of October 2021, according to the limitations explained above. Should You deactivate your account in the Application, the coverage terminates at the end of the same day.



## WHAT IS NOT INSURED?

### H. EXCLUSIONS FOR ALL COVERAGES

The following exclusions apply to the whole of this Policy:

The Insurer may refuse to provide or suspend the services in case of:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism or weapons of mass destruction.
- recommendations by the World Health Organisation or national or international authorities, or restriction on free movement of people, for whatever reason whether related to health, safety, weather, restriction or ban on air traffic,
- strikes, explosions, natural disasters, nuclear reaction or any radiation produced by an energy source with the characteristics of radioactivity,
- use of local public services or any parties that we are obliged to use under local and/or national regulations,

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non-existence or unavailability of suitable technical or human resources (including refusal to provide the service) due to local and/or national regulations.

EAI B will not cover any claim arising from, or relating to, the following:

- Any epidemic or pandemic;
- The Policyholder or Insured Person not following any advice or recommendations made by the local health authority, the World Health Organisation or any government or other official authority;
- Earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the context of provisions relating to compensation of victims of natural disasters (for insurance cover);
- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste, combustion of nuclear fuel, the radioactive, toxic, explosive effects caused by weapons or devices designed to explode by changing the structure of the atomic nucleus, or other hazardous properties of any nuclear assembly or nuclear component of such assembly or any risk from nuclear equipment;
- Cases presenting pathological conditions, as a result of deliberate exposure to nuclear, biological or chemical infective agents.
- The effect of alcohol, solvent or drug dependency or long-term abuse;
- Any loss caused as a direct or indirect result of anything You are claiming for, for example loss of earnings, unless it says differently in the Policy;
- Damages that fall within the scope of any specific national or regional mandatory insurance scheme, insurance and/or reinsurance pool(s);
- The triggering factors, damages or losses which are known by You prior to the occurrence of a claim and which may initiate the guarantee;
- The consequences of wrongful acts making up a crime or intentional tort.

#### I. INTERNATIONAL SANCTIONS

This Policy does not cover and Europ Assistance will not make any payment to You if the payment or the provision of a service will expose Europ Assistance to sanctions, prohibitions or restrictions under United Nations resolutions or to trade sanctions, economic sanctions or regulations imposed by the United Nations, the European Union or the USA. This clause overrides any contrary clause that may be contained in this Policy.

#### J. LIMITATION OF LIABILITY

Europ Assistance will not be responsible for damages:

- Caused by the intervention of Public Authorities;
- Consequent to force majeure events.

In addition to what is written into the Exclusion Clause, the provision of the above services by Europ Assistance may be subject to the limitations and measures imposed by government, local and health authorities.



#### WHAT ARE YOUR OBLIGATIONS?

#### K. YOUR OBLIGATIONS IN CASE OF CLAIM

##### MAKING A CLAIM (ALL BENEFITS)

To receive the services, the Insured Person must call the phone number as indicated below. You must provide the following information:

- The Insured Person's Name and last name;
- Address of the Insured Person's location;
- Confirmation of the Insured Person's phone number;
- The service for which the Insured Person has contacted the call center.

**IMPORTANT:** Please do not take any action without first contacting Europ Assistance. We do not reimburse any costs not pre-approved by Europ Assistance.

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### PHONE NUMBER:

The Insurer will make dedicated telephone lines available to Insured Persons for service requests. The phone number will be displayed in the Application:

- For Customer Support service: after the Insured Person has been through the Chatbot;
- For Medical Advice and Nurse At Home services: with direct access through the Application.

Italy	Local Toll Free: 800.04.66.13 International and Local: (+39)02.58.24.60.18
United Kingdom	(+44) (0)345 319 3978
Belgium	(+32) 2 541 9174
Greece	(+30) 210 3497026
Portugal	(+351) 213 703 120
Netherlands	+32 2 541 9094
Germany	+4989 55987 8655
Spain	(+34) 91.594.96.46.
Austria	(+43) 1 - 313 89 1975
France	(+33) 1 41 85 84 12
Denmark	+46 40260001
Sweden	+46 40260001

## L. COMPLAINTS

We strive to offer You the highest level of service. However, in case You were not satisfied with Our service You can submit a complaint. To do so, You must first send Your complaint by mail to the following address:

[complaints\\_eaib\\_it@roleurop.com](mailto:complaints_eaib_it@roleurop.com)

We will acknowledge receipt of Your complaint within ten (10) days unless We can directly provide an answer. We commit to provide a final answer within two (2) months.

If You are not satisfied with the way Your complaint was handled, You can send a written notification to:

The Complaints Manager  
Europ Assistance S.A. Irish Branch  
4th Floor, 4-8 Eden Quay,  
Dublin 1, Ireland, N5W8 D01  
E-mail: [complaints\\_eaib\\_fr@roleurop.com](mailto:complaints_eaib_fr@roleurop.com)

If still You are not happy with Our response to Your complaint or if We have not given You Our final decision within eight (8) weeks, You can then contact the competent ombudsman or competent Authority in Your country of residence, as listed in Annex III.



## **ANNEX I - GEOGRAPHICAL SCOPE**

The covered Countries are as follows:

- Italy
- United Kingdom
- Belgium
- Greece
- Portugal
- The Netherlands
- Germany
- Spain
- Austria
- France
- Sweden
- Denmark

## ANNEX II - PERSONAL DATA PROTECTION

For the Europ Assistance Group, the protection of Your personal data and Your privacy is a major concern. This is why the Insurer commits to ensure an appropriate level of protection for Your personal data in accordance with the European legislation on the protection of personal data and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**GDPR**").

**Which legal entity will process Your personal data.** The data controller is Europ Assistance S.A. Irish branch., whose primary place of business is located on the 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, the branch being registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is a company regulated under the French Insurance Code whose registered head office is 1, Promenade de la Bonnette, 92230 Genevilliers, France, a société anonyme registered in the Nanterre Commercial and Companies Registry under number 450 366 405.

If You have any questions concerning the processing of Your personal data or if You want to exercise a right in respect to Your personal data, please contact the data protection officer (DPO) at the following contact details:

Europ Assistance S.A. Irish branch,  
4th Floor,  
4-8 Eden Quay, Dublin 1,  
D01N5W8, Ireland  
EAGlobalDPO@europ-assistance.com

**How do We use Your personal data.** Your personal data that We collect at the claim stage is processed to perform eligibility checks, and to manage Your claims and Complaints. This processing is necessary for the performance of the contract.

We may also have to process Your personal data in order to prevent irregularities and fraud. These processing are necessary to fulfill our legitimate interests.

Finally, We may have to process Your personal data to comply with legal obligations.

**Which personal data We use.** Only the personal data strictly necessary for the above-mentioned purposes will be processed. In particular, the Insurer will need to process Your sensitive personal data, that can include Your medical data. The Insurer will require Your express consent at the collection of the said sensitive data.

**With whom We share Your Personal Data.** The Insurer may share Your personal data with other Europ Assistance and/or Generali Group subsidiaries and external organizations such as our auditors, reinsurers, co-insurers, claims handlers, agents, distributors that from time to time will need to provide the service covered by this Policy and all other entities that carry out any technical, organizational and operational activity supporting the insurance. The Insurer uses third party service providers to process, handle or assess the insurance claim and to provide the services described below on its behalf. The Insurer will need to share with them Your personal data in order to ensure the adequate provision of the services. These service providers are contractually bound to protect Your personal data and only use the personal data in accordance to the Insurer's instructions.

**Where We transfer Your personal data.** The Insurer may transfer Your personal data to countries, territories, or organizations that are located outside the European Economic Area (EEA) and are not recognized as ensuring an adequate level of protection by the European Commission. In such case, the transfer of Your personal data to non-EU entities will take place in compliance with appropriate and suitable safeguards in accordance with the applicable law. You have the right to obtain information on such transfer and, where relevant, a copy of the safeguards adopted for the transfer of Your personal data outside EEA by contacting the DPO.

**Your rights in respect to Your personal data.** You can exercise the following rights in respect to Your personal data:

- Access – You may request access to Your personal data;

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- Rectify – You may ask the Insurer to correct Your personal data that is inaccurate or incomplete;
- Erase – You may ask the Insurer to erase Your personal data where one of the following grounds applies:
  - a. Where the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - b. You withdraw consent on which the processing is based and where there is no other legal ground for the processing;
  - c. You object to automated decision-making and there are no overriding legitimate grounds for the processing, or You object to the processing for direct marketing;
  - d. The personal data have been unlawfully processed;
  - e. The personal data have to be erased for compliance with legal obligation in European Union or Member State law to which the Insurer is subject;
- Restrict – You may ask the Insurer to restrict how it processes Your personal data where one of the following applies:
  - a. You contest the accuracy of Your personal data, for a period enabling the Insurer to verify the accuracy of Your personal data;
  - b. The processing is unlawful and You oppose the erasure of the personal data and request the restriction of their use instead;
  - c. The Insurer no longer needs the personal data for the purposes of the processing, but they are required by You for the establishment, exercise or defense of legal claims;
  - d. You have objected to processing pursuant to the right to object and automated decision-making, pending the verification whether the legitimate grounds for the Insurer override those of You;
- Portability – You may ask the Insurer to transfer the personal data You have provided Us to another organisation or/and ask to receive Your personal data in a structured, commonly used and machine-readable format.

Your rights, including the right to object, can be exercised by contacting the DPO of the Insurer under: [EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com).

The request of exercise of rights is free of charge, unless the request is manifestly unfounded or excessive.

**How long We retain Your personal data.** The Insurer will retain Your personal data for as long as necessary, or for as long as is required by law for the purposes set out above.

**How You can lodge a Complaint.** You have the right to complain to a supervisory authority.

For these purposes, You can contact the competent supervisory authority of your country of residence or the Irish authority:

Office of the Data Protection Commissioner. Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland.  
[info@dataprotection.ie](mailto:info@dataprotection.ie).