

**INVESTIGATION INTO THE POLICIES
LINKED TO NON-INSURANCE
PRODUCTS AND SERVICES**

*You are insured
and perhaps you have not
realized it*



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1. Introduction and synthesis

On 31 October 2013 IVASS started an investigation into insurance coverage linked to non-insurance products and services, to gather information on the diffusion of such phenomenon, the main features of the products and the degree of transparency in their placement with the public.

The products examined consist in "packages" offered to customers under commercial agreements between insurance undertakings and various economic operators, such as public utility companies, maritime and air transport companies, credit institutions or firms selling consumer goods, which provide for the supply to customers of a principal good or service along with supplementary insurance guarantees. PPI (*Payment Protection Insurance*) products were not examined, for they will be the object of an *ad hoc* analysis.

IVASS' objective is to guarantee that such products are disseminated in such a way as not to undermine the necessity to protect consumers, who must be aware of what they are buying and its cost - so that they can activate the guarantee when the accident occurs.

Hence undertakings were asked to send information on the single products, their commercial partners and the relation with the customer/insured in relation to specific aspects, among which how to enter into the insurance contract, premium disclosure and how to withdraw.

The investigation ended on 1 March 2014, and the results refer to the existing situation on [30 June 2013](#).

This report analyses the phenomenon in its salient features, identifying the main business sectors to which such "packages" refer and the undertakings which market them (Section 2); then it illustrates the key features of the phenomenon (Section 3) from the viewpoint of the structure of insurance products in relation to the good/principal service to which they are or could be linked, the distribution channel and the essential elements from the contractual viewpoint (premium, duration of coverage and means of withdrawal). Then there is a description of the main coverages offered in each sector, stressing their specific features (Section 4)¹ In Section 5 attention is focussed on certain "sensitive" areas for consumer protection in relation to which there are critical points (how to enter into or terminate the contract, insurance coverage awareness and cost itemisation).

In brief the investigation highlighted a widespread use of the phenomenon of policies linked to non-insurance products and services. Over 1600 types of contracts were found, involving over 15 million insured people. Banking, sporting and travel services and public utilities turned out to be the principally affected areas. The main critical points regard how to enter into or terminate the contract, awareness of the insurance coverage to use it in case of accident and clear itemisation of costs, for which IVASS is preparing some lines of action.

¹ [7 fact sheets](#) are enclosed to the report; they illustrate in detail the features of the main identified business sectors (Travel, Vehicles, Banks, Sports, Public Utilities, Mobile Phones and Transport), also with reference to the contents of the mainly widespread products in each of them.

2. An analysis of the phenomenon

The investigation regarded 178 undertakings (all the 136 Italian ones and a sample of foreign undertakings). Over the total, 63 market insurance products linked to non-insurance products and services. 38% Italian undertakings market such products.

A total 1,629² products were communicated, all relating to non-life insurance, except for 9 relating to life assurance.

Here are³ the main sectors in which the insurance covers under investigation are widespread, identified according to the *Type of partner* of the insurance undertaking, with the indication of the number of insured persons as at 30 June 2013⁴.

Table 1 - Breakdown of "packages" by Sector

Type of partner of the insurance undertaking	Reference sector	Number of Packages	Number of Insured Persons
Tour Operators and Travel Agencies	Travel	299	2,338,000
Automobiles and car dealers	Vehicles	261	661,000
Banking Institutions	Banks	256	9,176,000
Federations/Sporting Associations	Sports	136	1,800,000
Water Suppliers	Public Utilities	8	679,000
Gas Suppliers		6	100,000
Electricity Suppliers		8	179,000
Mobile Telephony	Mobile Phones	11	182,000
Maritime Transport Companies	Transport	10	66,000
Air Transport Companies		8	93,000
Others	Various	626	n.a.
Total		1,629	15,274,000

Products classified under "Other" are characterised by heterogeneous guarantees and business partners, which did not allow to classify them under specific sectors. They are mainly insurance policies regarding photovoltaic installations or events connected with credit cards (not offered by banking institutions).

Other covers are offered by sports betting companies to their betting shops, or by Groups of large retailers of domestic appliances or of wholesalers to loyalty card cardholders, by producers of convenience goods to dental prevention cardholders or by companies that manage road toll electronic payment systems.

² In many cases the same product is distributed by various business partners, resulting in a duplication.

³ Please note that data have been collected based on the codes classifying the types of partner of the undertakings. Code standardisation regarded certain already known market participants (such as, for instance, electricity suppliers, gas suppliers etc.), while the neutral code "999" was used for all other cases, to allow a certain degree of flexibility in filling in record layouts. The latter option was the most used by respondents in the investigation. This implied an *ex post* analysis and classification process.

⁴ The number of insured people is underestimated, for it is influenced, in particular in the Travel, Sports and Public Utilities sectors, by the failure on the part of some undertakings to populate the respective field.

Some of them cover spectacles with corrective lenses, other are offered by furniture companies, by self-storage companies or camper rental companies.

Insurance coverages were also found for motor sport racers, members of National Associations, Trade Unions and Professional federations.

There are some 15 million people insured.

The high number of insured people, in particular in sectors such as the banking sector, is justified by the presence of products which have been on the market for various years - differently, for instance, from the Public Utilities sector, where the relevant insurance products have been marketed recently.

Moreover, it should be noted that various insurance coverages can be repeated during the year, such as Travel guarantees, and that the same insured person can be concerned by various insurance covers at the same time, since products are extremely heterogeneous.

Tables 2 and 3 show the undertakings operating in the various distribution sectors, split into Italian and foreign ones. The orange cells highlight the most important undertakings in the related reference sector⁵.

⁵ The significance of packages has been assessed, as the case may be, in terms of number and of what can be inferred from an examination of the narrative reports submitted by undertakings along with data.



Table 2 - Italian undertakings

	Travel	Vehicles	Banks	Sports	Public Utilities	Mobile phones	Transport
1 ABC Assicura			✓				
2 Ala Assicurazioni	✓		✓				
3 Alleanza Toro (non Alleanza)		✓			✓		
4 Allianz			✓				
5 Arca Assicurazioni			✓				
6 Ariscom Compagnia di Ass.ni					✓		
7 Avivop Assicurazioni			✓				
8 Axa Assicurazioni / Axa MPS Danni			✓		✓		
9 Bcc Assicurazioni			✓				
10 Cardif Vita			✓				
11 Cattolica Società di Assicurazioni			✓				
12 CBA Vita			✓				
13 Chiara Assicurazioni			✓				
14 CreditRas			✓				
15 Das Difesa Automobilistica Sinistri			✓		✓		
16 Europe Assistance Italia	✓	✓	✓		✓		
17 Filo Diretto Assicurazioni	✓		✓		✓		✓
18 Generali Italia	✓	✓	✓				
19 Global Assistance	✓	✓	✓				
20 GroupAma Assicurazioni			✓			✓	
21 Ima Italia Assistance		✓					
22 Intesa San Paolo Assicura					✓		
23 Italiana Assicurazioni		✓					
24 Itas Assicurazioni			✓				
25 Itas Mutua			✓	✓	✓		
26 Mediolanum Assicurazioni			✓				
27 Net Insurance					✓		
28 Nobis		✓					
29 Padana Assicurazioni (non Helvetia Italia)			✓				
30 Pronto Assistance		✓					
31 Tua Assicurazioni					✓		
32 UnipolSai	✓	✓	✓			✓	
33 Unisalute			✓				
34 Zuritel		✓	✓				

Table 3 - Foreign Undertakings

	Travel	Vehicles	Banks	Sports	Public Utilities	Mobile phones	Transport
1 ACE European Group Limited			✓		✓		✓
2 AGA International SA	✓	✓	✓		✓	✓	✓
3 AIG Europe Limited	✓	✓	✓	✓	✓	✓	✓
4 Arag SE		✓	✓				
5 ARISA Assurance SA				✓			
6 Cardif Assurances Risques Divers SA		✓	✓				
7 International Diving Assurance Ltd				✓			
8 Inter Partner Assistance		✓	✓		✓		✓
9 London General Insurance Company Ltd		✓	✓				
10 Zurich Insurance PLC			✓				

The highest number of companies is involved in the Banking, Car Dealers and Public Utilities sectors. In the Sports sector business is concentrated on foreign undertakings. In the Travel sector, characterised by the highest number of "packages" (299), there are only 6 Italian and 2 foreign undertakings.

3. General features

The products examined are in general collective policies offered to a large and heterogeneous group of users, with the only common point that they are all using the same principal good/service. The contractual model used is therefore that of insurance "for the account of a third party" or "concluded on its behalf", in which the policyholder (trade partner) and the insured person are two separate entities. Generally speaking, contractual and economic terms are the same for each customer.

The grounds on the basis of the phenomenon of such policies are substantially four, and not necessarily exclusive:

- the answer to an effective need of customers;
- for product's marketing and competitiveness purposes;
- the interest in a significant source of remuneration on the part of the producer and/or distributor;
- for purposes of coverage of the risks of the distributor as the producer of the good or supplier of the principal service.

3.1. How contracts are linked

Contracts are linked according to various formulae:

- the linked insurance contract has a functional link with the principal contract, so that the insurance contract is affected by the events concerning the contract to which it is linked;
- there is no link, and the principal contract is only an opportunity to market an insurance product;

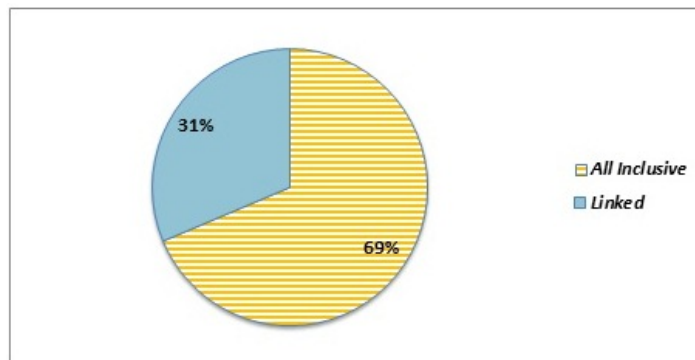
- the functional link does not derive from a causal link between the two relationships, but, for instance, from making the insurance benefit due in case of accident fit to the customer's position in relation to the principal contract (e.g. some products for bank account holders envisage that the amount of compensation for an accident is equal to the credit or debit balance of the current account/savings account at the moment of the event).

The packages consist in two alternative models:

- the insurance coverages are an integral part of commercial offers which include non-insurance goods and services. In such case the insurance product is often presented as a benefit, aimed at enhancing the value of the principal product (*All Inclusive*).
- the insurance coverages are separated from the principal good/service and can be linked to it.

As it can be seen in **Graph 1** the majority of packages are classified in the first category (69%).

Graph 1 - Packages models



3.2. How to enter into the contract

The great majority (89.2%) of the All Inclusive products envisages the automatic subscription by the customer. For two products of the *Travel* sector the contract is entered into through an opt out mechanism consisting in submitting pre-selected insurance guarantees to the customer, so that the latter is made to bear the burden of de-selecting them in case he/she does not want to purchase them.

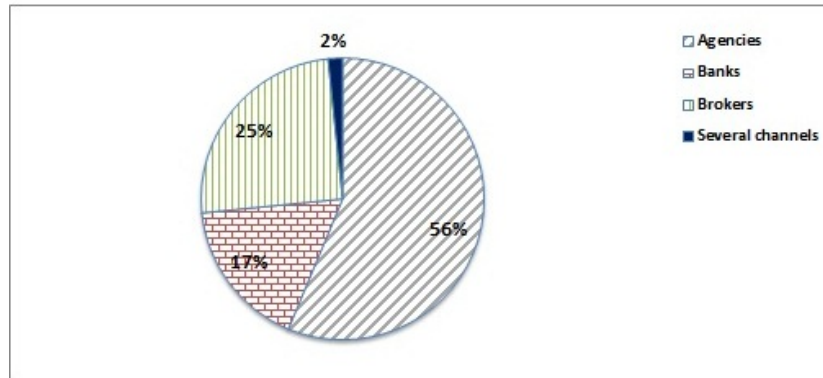
For more than 93% of the products which can be linked with the principal good, instead, the express consent of the customer must be obtained. There were 6 cases of insured person's silent assent to the contract - this latter process is not compatible with an autonomous product in respect to the principal good/service - with the cost indicated separately and borne by the insured person⁶.

⁶ They are 2 products linked to Public Utilities; 3 products distributed in the Vehicles sector and 1 in the Sports sector.

3.3. Distribution channel

As to the distribution channel of such products **Graph 2** shows that *Agencies* is the prevailing channel, followed by Brokers and Banks or post offices.

Graph 2 - Breakdown by distribution channel



Moreover, it should be noted that for this type of products the insurance undertaking's partner, which is the policyholder of collective policies, serves a vast and undifferentiated catchment area, thus actually playing an active role in placing products, even when it is not an insurance intermediary (think of gas, electricity or water suppliers, or of travel agencies). It should be remembered that for such activities when certain conditions are satisfied, regulations in force on insurance intermediaries do not envisage the obligation to be registered in the Register of insurance intermediaries; however, there are behavioural and information obligations in favour of the customer.⁷

3.4. Duration of the policy and withdrawal

In most packages the duration of the policies is the same as that of the principal contract (72% of cases), i.e. when the latter terminates the insurance cover terminates as well. In 25% cases the duration is autonomous, while for the remaining 3% it was not possible to relate it with one of said categories.

In 9% packages it is the customer who must exercise his/her right of withdrawal in case of termination of the underlying relationship. However, cases were found where explicit withdrawal is required although contracts are with automatic subscription; such asymmetry in behaviour seems detrimental to consumers.

⁷ Pursuant to art. 3 (6) of Regulation n. 5/2006 the Regulation itself, except for certain provisions, "shall not apply to insurance mediation when all the following conditions are met: 1) the insurance contract only requires knowledge of the insurance cover that is provided; 2) except for the case envisaged under point 4) below, the insurance contract is neither a life assurance contract nor does it cover any liability risks; 3) mediation is not the principal professional activity; 4) the insurance is complementary to a product or service and covers the risks of breakdown, loss of or damage to the goods supplied, also when resulting from fire, theft or robbery or, in the event of booked travels, covers the loss of or damage to baggage, or life assurance or liability risks or other risks linked to the travel booked; 5) the amount of the annual premium does not exceed five-hundred euros and the total duration of the insurance contract, including any renewals, does not exceed five years." The provisions anyhow applicable are those pertaining to the behavioural obligations, to the submission of pre-contractual documents and requirements connected with distance selling.

3.5. Cost of policy

As to the costs of such products, in some **46%** cases the premium is explicitly indicated and separated from the cost of the principal good/service. In the remaining cases undertakings declare that the insurance benefit is for free for the insured person (a sort of benefit) or that is included in the general price of the package⁸. To emphasize the amount of premiums the following **Table 4** shows, at the overall level and by sector, the percentages of packages in relation to the following premium ranges.

Premium ranges	Travel	Vehicles	Banks	Sports	Public Utilities	Mobile phones	Transport	Grand Total
Declared as free	1%	-	16%	0,1%	27%	-	-	6%
between 0.1 and 30 Euros	75%	6%	50%	81%	32%	82%	-	61%
between 31 and 100 Euros	14%	3%	8%	4%	-	9%	89%	9%
over 100 Euros	10%	80%	10%	15%	-	9%	11%	23%
not reconstructable	1%	11%	15%	-	41%	-	-	1%

On the whole some **61%** of the packages shows insurance coverages where the premium is less than 30 euros, while the incidence of those with premiums exceeding 100 euros is **23%**.

4. Sectoral features

The contents of insurance guarantees vary according to the sector, and regard the classes shown in the following table.

Reference sector	Insurance classes
Travel	Sickness, Transport, Financial loss, Legal expenses, Assistance
Vehicles	Land Vehicles, Miscellaneous financial loss, Assistance
Banks	Accident, Sickness, Other damage to property, Assistance - Insurance on the length of human life
Sports	Accident, Other damage to property, General liability, Legal expenses, Assistance
Public Utilities	Financial loss, Assistance
Mobile phones	Other damage to property
Transport	Sickness, Assistance

The **7** enclosed **fact sheets** contain a detailed description of the outcome of the investigation and the critical points of each sector.

⁸ In such cases of declared absence of charge it cannot be easily verified whether there are additional charges for the consumer included in the cost of the principal good/service.

4.1. Travel

The products sold along with Travel (mainly related to the classes Sickness, Transport, Financial loss, Legal expenses and Assistance) generally offer guarantees such as healthcare, reimbursement of medical care and loss of baggage. They optionally offer the reimbursement of the penalty in case of cancellation of the journey, interruption of stay and aircraft delays. Some packages envisage legal assistance (abroad), assistance for relatives at home in Italy (while the insured person is travelling), coverage against permanent disability due to accidents (included in the coach ticket) in addition to the multi-risk one.

Such products are generally characterised by a high number of guarantees offered (sometimes over 10), each one subdivided into various exclusions and limitations. For one product it was found that the contract is automatically entered into with the possibility for the customer to de-select the option through an opt out mechanism (which is considered equivalent to silence meaning assent).

4.2. Vehicles

Packages are sold by car dealers, automobile manufacturers and leasing companies when *Vehicles* are sold and are mainly referred to Land vehicles, Assistance and Financial Losses. The guarantees envisaged cover, in general, fire and action from third parties, theft and robbery, natural and socio-political events, vandalism and car glass, reimbursements for loss of documents, injury to the driver and comprehensive cover.

Other products envisage assistance in case of vehicle breakdown, on-site repair, towing, passengers return or onward journey, costs for accommodation, taxi, temporary replacement car, sending of spare parts abroad and repatriation of the vehicle from abroad.

Now and then the link is also to healthcare in case of car accident involving the vehicle (medical advice, ambulance transport, medical repatriation). A carmaker markets a system for permanent car identification (a sort of satellite anti-theft device) along with the land vehicle cover.

Also in this case the products' structure is highly complex, for the presence of different durations, maximum coverages, deductibles or excess for each guarantee in the package.

4.3. Banks

In the *Banking* sector products are almost always related to Accident, Sickness, Assistance and Other Damage to Property insurance; some Life assurance covers were also found (Temporary insurance on death and Permanent disability).

Such packages are sometimes functionally linked to the principal service, and are aimed at guaranteeing the fraudulent use of payment instruments resulting from their lost or theft, or assistance to guarantee the current account or credit card. The insured sum is generally predetermined, and sometimes refers to the balance of the current account at the moment of the event.

In a number of products, instead, the guarantees are disconnected from the banking service and are aimed at covering accidents in which the current account holder is involved, guaranteeing daily allowances in case of hospitalization or providing assistance when certain events will occur.

4.4. Sports

The products related to playing *Sports* can be referred to Accident, General liability, Legal expenses, Assistance and Other Damage to Property insurance. The most widespread ski packages cover third party liability, legal expenses, assistance, reimbursement of not enjoyed ski pass, reimbursement of rental of not enjoyed ski equipment and reimbursement of not taken ski lessons.

The packages connected with diving are broken down into recreational and professional diving, depending on the depth limits. The benefits concern medical advice, healthcare transport, medical care and permanent disability resulting from an accident, legal expenses and third party liability.

The insurance packages of Sports Federations or Youth sports organisations insure their registered members during the performance of the activities organised by such organisations, and cover the accidents suffered, medical care, the liability of the Federation and of the affiliated companies or registered members the legal expenses of the Federation and of the affiliated companies and assistance.

4.5. Public Utilities

The guarantees offered by *Public Utilities* vary depending on the fact that they are linked to the supply of electricity and gas or water.

The products linked to the supply of electricity and gas can be included in Assistance and Financial Losses insurance, and generally envisage home care in case of small breakdowns (sending of an electrician, plumber or a person who fits and repairs rolling shutters etc.), i.e. events not linked with the principal contract. In other cases the benefit consists in reimbursement of the bills paid on the occurrence of defined events such as loss of job and total permanent or temporary disability.

The supply of water is also included in Financial Losses insurance, but is exclusively referred to the payment of excessive water consumption due to hidden leakage calculated according to pre-established parameters (generally speaking the historic mean of the previous period); it is therefore closely linked to the principal service offered.

For such products it was difficult to find the contract terms in the suppliers' or companies' websites. It is not always easy to understand the starting/effective date of covers, and sometimes packages are similar in structure to those of *Payment Protection Insurance*, with fixed and "shifting" guarantees according to the employment status, with limits and deductibles which make the cover more complex.

The products linked to the supply of water, which cover hidden leakage, are linked to the principal contract in a way that to comprehend the scope of the insurance one has to know the contract terms regulating the supply of the service (regarding, for instance, the obligation to periodically read meters in order to detect the leakage). Two products envisage the customer's silent assent for the conclusion of the contract.

4.6. Mobile Phones

The products sold upon the purchase of a mobile phone (included in Other Damage to Property insurance) by the Groups of Large Retailers or by distributors/producers of electronic goods offer guarantees covering theft of mobile phone, the fraudulent use of the SIM card (e.g. reimbursement of traffic and sms messages between the moment when the claim is reported and the SIM locked) and coincidental damage. Sometimes replacement of the damaged device is also envisaged as an alternative to repairing it.

They are very simple and easy-to-understand products, with a duration of one year from the date of purchase.

4.7. Transport

The maritime and air transport sector is characterised by products belonging to Sickness and Assistance insurance. The most common guarantees regard reimbursement of medical expenses, luggage and personal care, which are occasionally included in the cost of the ticket.

The packages' structure is highly complex for the presence of different durations, maximum coverages, deductibles or excess for each guarantee in the package. The contract terms of the products examined are disclosed when estimating the cost of the ticket.

5. Aspects relating to consumer protection

The survey has highlighted that the issue of insurance covers linked to and sold with different contract types is particularly widespread in Italy and raises some problems from the point of view of consumer protection.

The sensitive areas identified at the beginning of the survey - which were in part confirmed by the survey itself - related to:

- arrangements for entering into and terminating the contract
- awareness of the insurance covers so that they can be activated in case of adverse events
- clear indication of costs.

5.1. Arrangements for entering into and terminating the contract

As to the procedure for stipulating the contract (arrangements for entering into the contract), the survey has brought to light the presence of *tacit consent* mechanisms under which policyholders, unless they express a contrary intention, find themselves bound by an insurance contract and are therefore required to pay the relevant premium, as well as of *opt out* mechanisms under which one or more pre-selected insurance covers are offered to the

client, who in this way bears the burden to de-select them if he/she does not wish to buy them⁹.

Please note that both tacit consent and *opt out* mechanisms are explicitly forbidden by the current insurance provisions relating to distance contracts¹⁰.

As to the arrangements for **withdrawing** from the contract, it was observed that for some products the policyholder is required to explicitly withdraw from the contract, despite the fact that the insurance cover is underwritten automatically, as a result of the purchase of the principal good/service, or if the policyholder has not expressed a contrary intention. In these cases it is clear that there is an asymmetry between the terms for entering and exiting the insurance cover. In fact, under such terms, the consumer automatically gets the insurance cover and remains insured even after the termination of the main contract, unless he/she expresses the intention to withdraw.

This phenomenon deserves attention also taking into account the high number of insured people involved (approx. 1.5 million¹¹ for the *Sports* and *Banking* sectors) and the fact that the cover is often acquired for consideration, with amounts of premium frequently exceeding 100 euros.

5.2. Awareness of the insurance covers so that they can be activated in case of adverse events

The survey has highlighted various profiles.

The first one is closely connected to the *All Inclusive* commercial formulae and to the presence of tacit consent or opt out mechanisms which entail the risk of **unaware acceptance** by consumers, who do not become aware of the available covers and therefore will not be able to resort to them in case of need.

The second one relates to the objective difficulty to obtain the **Information dossier** and the **contract terms** of the relevant products on the Internet sites of the suppliers of the principal good/service. This gap is evident also in the light of the current regulations¹² which, for collective policies ancillary to a product or service, impose on the policyholder an information requirement that varies depending on whether the premium is lower or higher than 100 euros. In the first case the policyholder must issue to the insured person a summary document illustrating, among other things, how to obtain the policy conditions and information on the claim settlement procedure. If the premium exceeds this amount policy conditions must be delivered directly to the client. For the majority of the packages examined the amount does not reach 30 euros. Therefore it is important that the insured can **easily find** contract information on the website of the service supplier or of the seller of the good.

⁹ This practice, adopted when offering covers for a consideration, not only favours unaware purchases, but is capable of influencing the choices of consumers, who might be induced to rely on the choice pre-selected by the supplier and purchase something they do not actually want.

¹⁰ Article 6 of Isvap Regulation n.34/2010 lays down that “Undertakings are not allowed to distance market insurance contracts without the express prior consent of the policyholder. (...) Failure (...) to cancel the insurance cover automatically inserted as annex to a contract of a different nature cannot be construed as expression of his/her consent...”.

¹¹ The figure on the number of insured people is taken from the data sent by undertakings.

¹² Article 30 (7 and 8) of Isvap Regulation n. 35/2010.

The final aspect observed concerns **product design**: since these products are often characterized by a high number of "micro-guarantees", each with their own limitations, exclusions, amounts of cover and excess, they are often difficult to understand. In addition, the reference to the principal contract is sometimes made in such a way that the insurance covers cannot be fully understood unless they are referred to said contract.

5.3. Clear indication of costs

The survey has shown that the cost is indicated in case of stand-alone products which can be *linked* to the principal good/service and whenever the express consent of the policyholder is required for acceptance. On the other hand, the amount of the insurance premium is not indicated when the undertakings state that the coverage is offered to customers free of charge or whenever it is part of an *All inclusive* package and the costs of the elements composing it are not itemised.

It could be necessary to investigate more in depth those cases where it is stated that the premium is free of charge, with the aim to ascertain that the costs of the insurance covers are not indirectly and surreptitiously transferred from the partners, supplying the principal good/service, to consumers.

6. Conclusions

The survey has highlighted the significant size of the business of insurance policies linked to various products and services and the extremely high number of consumers involved.

Linked policies seem to be motivated not only by customers' needs but also by commercial considerations, business purposes and also the need to cover the risks of the producers or suppliers of the principal goods or services.

We have found out some critical situations relating to the arrangements for entering into and terminating the contract, to the awareness of the insurance covers so that they can be activated in case of claim, and to the clear indication of costs.

IVASS is defining possible lines of intervention with regard to these aspects.

Fact sheet 1 – *Travel sector*

- The insurance covers are included in travel packages by means of collective policies, underwritten in the "concluded on its behalf" form, where the Tour operators/Travel agencies act as policyholders;
- they are characterised by a **functional link** to the principal contract, so that the insurance contract is affected by the events concerning the travel contract;
- generally speaking, contract terms were disclosed in the Tour operators' / travel agencies' internet sites;
- the policies generally cover risks related to Sickness, Transport, Financial loss and Assistance insurance;
- in their typical structure packages include the travel insurance cover (All inclusive) and the insurance premium is generally indicated, both in the absolute amount and as a percentage. In the limited cases of packages separated from the trip and which can be *linked* to it, the consumer can choose specific covers by means of specific subscription forms;
- in one case two distinct linked collective policies are envisaged; the consumer enters into the contract by opting out (the options which appear automatically), which qualifies as **silent assent**;
- the packages are generally rather old, which means an established market presence on the Italian insurance market; the oldest products date back to as early as 1994 (76 were introduced in 2012);
- the guarantees are quite **complex**, due to their number¹³ and the simultaneous presence of deductibles, excess and the relevant causes of exclusion;
- the duration of insurance covers is generally related to the duration of the principal good/service.

Going into details:

on the whole there are **299** packages regarding Tour operators and/or Travel Agencies, of which the mostly significant is subdivided into **275** sub-categories.

They can be referred to **8** undertakings, 6 of which are Italian and 2 branches of EU undertakings.

The mainly widespread products usually consist in:

1. a personal care, reimbursement of medical expenses and luggage guarantee (valid *for all travellers*)
2. a travel cancellation guarantee (*optional*).

The cover referred to under 1) is already included in the individual amount applied by the Tour operator when the holiday packages are purchased. To prove that the insurance covers exist a numbered insurance card containing the contract terms is issued to the customer.

¹³ Certain packages are characterised by some 10 sections, with the further subdivision into various options within one or more sections.

The policy referred to in point 2) (travel cancellation) is optional; it can be purchased only when booking and by one premium per person, varying according to the value of the trip.

Other widespread packages include insurance covers against:

- A) - travel cancellation (refund of penalties)
- damage to luggage
 - healthcare and reimbursement of medical care (during the trip)
 - interruption of stay
 - aircraft delays
 - legal assistance (abroad)
 - assistance for relatives at home in Italy (while the insured person is travelling).

A further package includes:

- B) - a cover against permanent disability due to accidents (included in the coach ticket)
- a multi-risk cover (assistance, reimbursement of medical expenses, travel cancellation and luggage theft for travellers).

In this case an insurance card containing the contract terms is issued to the customer as well.

In many cases it is difficult to understand how covers, excess, exclusions and limitations work, for it is illustrated only in a narrative fashion. In such situations a best practice was found in the following table prepared by an undertaking, which summarises the main contents of covers and how they work.

Date, Subscription by the Insured

TABLE OF GUARANTEES BY PACKAGE (Alpha, Beta and Gamma)								
Section	Guarantee	Alpha Coverage		Beta Coverage		Gamma Coverage		
		Maximum amount of cover	Deductible	Maximum amount of cover	Deductible	Maximum amount of cover	Deductible	
A	Assistance, repatriation, medical care abroad							
	medical care abroad	€ 5.000.000	€ 100	€ 20.000.000	€ 100	€ 30.000.000	None	
	Repatriation Assistance	guarantees common to all covers Alpha, Beta and Gamma, which are active within the maximum covers indicated for medical care, apart from the sublimits indicated below						
		Sending of essential drugs which are not available locally			Actual dispatch costs.			
		Sending of a doctor abroad to the location of the Insured			Actual costs			
		Transportation of the Insured to the medical centre			Actual costs			
		Repatriation home of the Insured			Actual costs			
		Repatriation of the corpse in case of death			Actual costs			
		Funeral costs			Amount of cover per insured: 5,000 €			
		Bearing the cost of a transport document and of accommodation expenses referred to a Relative of the Insured			Return ticket Amount of cover per person and per day: 85 € Amount of cover per person: 850 €			
		Bearing the cost of the extension of the Insured's stay			Amount of cover per person and per day: 85 € Amount of cover per person: 850 €			
		Costs of resumption of the journey (Insured and persons			Actual costs			
		Repatriation of accompanying persons			One-way ticket			
		and bearing the cost of additional expenditure and/or extension of stay			Amount of cover per person and per day: 85 € Amount of cover per person: 750 €			
		Repatriation of minors aged less than 15 who travel with the Insured			Travel ticket			
					Amount of cover per person and per day: 75 € Amount of cover per person: 50 €			
		Early repatriation of the Insured			One-way ticket			
		Assistance to the Insured's minor children aged less than 15 who remained home			Actual costs			
		Legal assistance abroad			Amount of cover per Insured: 4,000 €			
		Advance of bail abroad			Amount of cover per Insured: 10,000 €			
Advances			Amount of cover per Insured: 3,000 €					
Sending of urgent messages			Actual costs					
Searching, breakdown and salvage costs			Amount of cover per Insured: 1,000 € Amount of cover per Accident: 10,000 €					
B	Accident	€ 25.000	None	€ 45.000	None	€ 50.000	None	
C	Personal liability	€ 3,000,000	€ 300	€ 2.500.000	€ 360	€ 3.000.000	None	
D	Legal expenses	€ 30.000	€ 300	€ 45.000	€ 360	€ 70.000	None	
E	Failed departure	€ 400	€ 50	€ 1.000	€ 50	€ 1.000	None	
F1	Luggage and personal effects	€ 800	€ 100	€ 2.000	€ 50	€ 3.000	€ 40	
	Amount of cover per single article	€ 100	None	€ 300	None	€ 500	None	
	Amount of cover for valuable items	€ 200	None	€ 400	None	€ 500	None	
F2	Baggage delay	€ 200	None	€ 300	None	€ 300	None	
	Personal money	€ 300	€ 70	€ 400	€ 50	€ 800	None	
F3	Amount of cover for cash	€ 300	None	€ 300	None	€ 400	None	
F3	Passport and travel documents	€ 200	€ 70	€ 300	€ 70	€ 400	None	
G	Cancellation and interruption of journey	€ 2.000	€70 (€25 loss of surety)	€ 2.000	€70 (€25 loss of surety)	€ 3.500	None	
H	Abandonment of journey	None	None	€ 2.000	€ 70	€ 3.500	None	
	Delayed departure	None	None	€15 per 12-hours period until a maximum €450	None	€15 per 12-hours period until a maximum €750	None	
I	Daily allowance while at hospital	None	None	€15 per 12-hours period until a maximum €4,000	None	€15 per 12-hours period until a maximum €4,500	None	
J	Hijacking	None	None	€ 1.000	None	€ 1.000	None	
K	Catastrophe events	None	None	€ 1.000	€ 70	€ 1.000	None	
L	Home care	None	None	None	None	€ 200	None	
M	Safeguarding of housing	None	None	None	None	€ 1.000	None	

* "None" means that the guarantee is not envisaged at the level of coverage chosen

** The reimbursement ceilings indicated for H, I and J are intended as operating after the waiting period envisaged by the respective sections has elapsed

Fact sheet 2 – Vehicles Sector

- Packages are offered by car dealers, automobile manufacturers and leasing companies when vehicles are sold;
- the insurance covers are offered autonomously when automobiles/motorcycles are sold, or are included in packages with the manufacturer's guarantee, in case of new vehicles, or of the reseller, in case of used vehicles, by means of collective policies in which the automobile manufacturers or the resellers act as policyholders;
- such packages are *all inclusive*, but require express consent by the customer, and the premium must be shown separately or the consumer can choose optional covers (*linked*);
- only in some cases **insurance information notes were available** in the internet sites of automobile manufacturers;
- the insurance covers can be referred to Land vehicles, Assistance and Financial loss;
- they are characterised by the **high number** of insurance guarantees and the simultaneous **limitation of covers** on account of the various maximum coverages usually established for each guarantee;
- the duration of the insurance covers is generally related to that of the principal service - except for one multi-year product distributed through various car dealers.
- the packages have been marketed recently (since 2011; only one product has been marketed since 2009).

Going into details:

among the packages relating to Automobile manufacturers and resellers there is a special products marketed via **208** car dealers and **40** packages of one and the same undertaking distributed by a single partner (an anti-theft device installer for the vehicles of an automobile manufacturer).

They are distributed by 16 undertakings, 10 of which are Italian and 6 from the EU.

The most widespread package is made up of 6 sections of guarantees (fire and action from third parties/theft and robbery; natural and socio-political events and vandalism; car glass; reimbursements/damages/documents; injury to the driver; comprehensive insurance). The cover is multi-year, optional, and the premium is borne by the customer.

The packages sold with the new vehicles of a foreign automobile manufacturer envisage the Land Vehicles cover and a system for permanent car identification (a sort of satellite anti-theft device). Such packages are *all inclusive*, and require express consent by the customer.

On the other hand, the other packages usually envisage technical assistance, but now and then also linked to healthcare.

Technical assistance benefits envisage, in case of vehicle breakdown, on-site repair, towing, passengers return or onward journey, costs for accommodation, taxi, temporary replacement car, sending of spare parts abroad and repatriation of the vehicle from abroad.

Healthcare is sometimes envisaged in case of car accident involving the vehicle, for which it is necessary to assess the driver's state of health to decide the most appropriate action (medical advice, ambulance transport, medical repatriation).

As to the number of insured persons, from the information sent it can be inferred that 4 products collect the highest number of insured persons (300,000 for one of them).

Fact sheet 3 – *Banking Sector*

- Insurance products are offered to bank account holders;
- the current account holder underwrites such policies **automatically** when opening the current account, by entering into an all inclusive package or by specifically **expressing his/her intention** to buy the (linked) insurance product(s);
- the insurance information note is delivered by **handing out the information dossier** or a **summary profile** with the details of the cover(s);
- in these types of packages the policyholder bank also plays the role of intermediary, and receives a remuneration from the insurance undertaking;
- the insurance covers can be referred to Accident, Sickness, Assistance and Other Damage to Property insurance. Some Life assurance covers were also found (Temporary insurance on death and Permanent disability);
- in most cases the **premium** is **explicitly** indicated and amounts to less than 30 euros per year;
- the duration of guarantees is generally linked to the principal banking service. However there are cases of packages where the duration of insurance guarantees is not linked to the banking service; such guarantees survive also in case the current account is closed.

Going into details:

on the whole there are **256** insurance **products** marketed by **credit institutions**.

They are distributed by **33 undertakings**, 8 of which are foreign undertakings.

Such packages are sometimes "functionally" linked to the principal service, and are aimed at guaranteeing against the fraudulent use of payment instruments (credit cards, direct debit cards, cheques) resulting from their lost or theft; they are often unrelated to the banking service. In fact, a number of products are aimed at covering accidents in which the account holder is involved, guaranteeing daily allowances in case of hospitalization or providing assistance when certain events occur.

They can be classified into two categories: products in which the insurance cover is "included" in the package supplying the principal banking service, generally the current account (152), and packages in which the insurance coverage is "linked" to the banking service (104).

- **All inclusive insurance packages (sold along with the banking service).**

152 insurance products can be referred to such type of package, whose **duration** is almost always **related** to that of the principal good/service; **automatic renewal** is envisaged for them.

- **107** products envisage **automatic acceptance** by the customer: 58 are for free, while in the remaining cases there is an explicit cost (12) or the cost is included in

that of the package (37). In **12 cases** although the acceptance is automatic, the customer must expressly state that he/she wants to withdraw;

- **33** products envisage **express consent**: they are always guarantees "not functionally" linked to the current account. In **18 cases**, however, the premium is not explicitly indicated - although it is envisaged;
- **12** undertakings did not indicate the conditions of acceptance;
- in most cases (99) the premium is **less than 30 euros**; only for 7 products it is more than 100 euros.

75 out of the *All inclusive* products regard **accident** insurance (66) for the account holder or **daily allowances** in case of hospitalization (7) or reimbursement of the expenses incurred for **sickness** (2).

Insurance covers against death or permanent disability of the account holder due to accidents and/or sickness are widespread. Sometimes the payment of a daily allowance is envisaged in case of hospitalization of the account holder or, in one case, of his/her minor children. The insured sum is generally predetermined, and sometimes refers to the balance of the current account.

Further assistance products were also found; they are multi-risk products, guaranteeing the current account against events regarding means of payment.

- ***Insurance packages linked to the banking service.***

104 insurance products can be referred to such type of package; for around half of them the duration is related to that of the principal service, with automatic withdrawal in case the current account is closed; on the other hand the other half has an autonomous duration, and in such case express withdrawal by the customer is required.

- In all such packages the customer enters into the contract with his/her **express consent**, and the relevant **premium** is indicated **explicitly**.
- In most cases (71 products) the annual premium is less than 30 euros, while in 19 cases it is more than 100 euros.

50 out of 104 packages with *linked* policies regard covers for the **protection of the customer's current account** against events regarding means of payment or the SIM card, such as bag snatching, theft or loss, and **31** regard covers against **accident or hospitalization and major surgery**. Outside these two macro areas there are heterogeneous products, such as assistance, head of household's liability, home protection and automobile.

Going into details, the following situations were found:

- insurance against the fraudulent use of payment instruments (direct debit cards, credit cards, cheques) or of the SIM card due to theft/loss of mobile phone along with payment instruments is widespread. Such insurance cover normally includes guarantees regarding reimbursement of the expenses incurred for the duplication of lost or stolen documents, or for the replacement of the lock after theft/loss of keys along with payment instruments, or assistance consisting in card blocking or notification of stolen or lost cheques, or in the advance of money (abroad) for basic needs;
- the compensation for the damage suffered as a consequence of theft or lost of payment instruments is subject to the application of different maximum coverages

depending on whether a reimbursement by the bank or by the credit card issuer is envisaged¹⁴;

- the accident policies of current account holders generally cover death or total permanent disability at or over 50% or 60% due to occupational or non-occupational accidents, or envisage the reimbursement of the expenses incurred for hospitalization or surgical operations needed in relation to the insured events. The special characteristics of the packages including such guarantees is that the sum insured in case of death and total permanent disability due to accident is usually equal to the (credit or debit) closing balance of the account or of the savings account on the day before the event. The beneficiaries are generally the insured persons, in case of disability, or the heirs in the case of death.

¹⁴ In fact they are guarantees usually offered by the bank or by the credit card issuer.

Fact sheet 4 – Sports Sector

- The insurance covers are generally offered by National Federations or by various Sporting Associations and by the Operators of winter sports installations when members are registered, enrolled or the ski pass is purchased;
- consumers automatically underwrite such policies by purchasing a package containing the insurance guarantees (*All inclusive*) or by specifically expressing their intention (*Linked*);
- the insurance information note is delivered by handing out a **summary profile** with the details of the coverage;
- the products can be referred to Accident, General liability, Legal expenses, Assistance and Other Damage to Property insurance;
- the duration of insurance covers is **related** to the duration of the principal relationship.

Going into details:

They are **136** packages, which can be referred to 4 undertakings (1 Italian and 3 foreign undertakings).

The most active Italian company in the segment arranged **16** packages, to provide insurance while taking part in sporting activities in general, or specifically during skiing, swimming or for the members of a Golf Club.

They cover:

- accidents
- third-party liability
- theft of golfing equipment (only with the Golf Club).

A foreign undertaking, which is the leader in skiing insurance, arranged **83** "Ski pass", "Seasonal ski pass" and "Membership card" **packages** in the form of collective policies where the cost is borne by members; they are offered to ski pass users to insure themselves against the risks ensuing from skiing and snowboarding.

The "Ski pass" and "Seasonal ski pass" packages envisage the following guarantees:

- liability for personal injuries and damage to property suffered by third parties
- legal expenses
- assistance
- reimbursement of not enjoyed ski pass, reimbursement of rental of not enjoyed ski equipment and reimbursement of not taken ski lessons

The "Membership card" package merely envisages the guarantee of refund of not enjoyed gym membership.

Another foreign undertaking, specialised in diving insurance, prepared **25** diving packages, with policies dedicated to the owners of Diving Centres, instructors/guides and amateur

divers. Packages are differentiated for being dedicated to amateur diving only or technical diving also, according to the depth limits.

The benefits concern medical advice, healthcare transport, medical care and permanent disability resulting from an accident, legal expenses and third party liability.

Another EU undertaking concluded **12** collective policies with Sports Federations or Youth sports organisations, which insure their registered members during the performance of the activities organised by them. The insurance contract can be entered into automatically, when the member is registered by the Federation, or voluntarily, during the annual registration. The same undertaking also offers individual policies to members who already benefit from the cover of the Federal body, in order to raise the insured capitals of the collective policy, with the supplement at their own cost.

The guarantees offered concern, in various combinations:

- members' accidents and reimbursement of medical expenses
- liability of the Federation and affiliated companies or registered staff
- legal expenses of the Federation and affiliated companies
- assistance

Fact sheet 5 – *Public Utilities Sector*

- The products are intended for users of services connected with the supply of electricity and gas or water;
- they are mediated by agents or brokers; they are **collective** policies underwritten by the undertaking and the service supplier, and are entered into by the customer either automatically, by purchasing the principal good/service, or by underwriting the subscription form. In two cases the "**silent assent**" is envisaged, although the package is *linked* with the premium payment to be borne by the customer;
- it is not always easy to understand the starting/effective date of covers;
- in general it was very **difficult** to find the **contract terms** in the suppliers' or companies' websites;
- the products connected with the supply of **gas** and **power** can be referred to Assistance and Other Damage to Property insurance, and show common features (*all inclusive*, automatic subscription, free of charge, duration related to that of the principal service and automatic withdrawal when the principal guarantee no longer exists); the guarantees offered are rarely functionally linked to the principal service. They are often recent products for which undertakings did not indicate the number of insured people (apart for less recent products);
- for the products linked to the supply of **water**, which can be referred to Financial Losses insurance, the guarantee for "hidden leakage" is **linked** to the principal contract in a way that to comprehend the scope of the insurance one has to know the contract terms regulating the supply of the service (such as, for instance, the obligation to periodically read meters to detect the leakage). Their typical structure (*linked product*, express consent or **silent assent**, premium to be borne by the insured, often autonomous duration with respect to the principal good/service) makes them more critical than the former ones in terms of transparency and withdrawal arrangements (for which long deadlines vis-a-vis the annual expiry are often envisaged); they are often old products, with a very high number of insured people (679,000).

Going into details:

Electricity Suppliers

8 products are linked to the supply of electricity – 5 of which marketed since 2013.

They can be referred to 6 undertakings, 3 of which Italian and 3 from the EU.

The packages distributed by electricity suppliers are characterised by some common aspects. They are, in particular:

- **All inclusive**, for the insurance guarantee is included in the package and cannot be separated from the principal service;
- with **automatic subscription** for customers who purchase the package;
- declared as **free of charge**, since no insurance costs are charged to the customer;

- the **duration** of the insurance guarantee is **bound to the** energy supply **service**, although in two cases a maximum duration is envisaged (e.g. 730 days with no renewal);
- all but one product envisage **automatic withdrawal** from the policy when the principal guarantee no longer exists. In that single case, instead, an *ad hoc* declaration of withdrawal is required.

Furthermore:

- for three cases it was not possible to find the products in the service supplier's website, and the valuations are based on the contents of the report sent by the undertaking;
- the products are not comparable as to the guarantees offered: the most common benefit is domestic assistance in case of minor breakdowns (sending of an electrician, plumber or a person who fits and repairs rolling shutters); events which are not linked at all with the supply of electricity. In other cases the benefit consists in the reimbursement of the bills paid on the occurrence of defined events such as loss of job and total permanent or temporary disability. Sometimes packages are similar in structure to those of Payment Protection Insurance, with guarantees which can be fixed or shifting according to the employment status. In such cases there are limits and deductibles which make the cover more complex.

Gas Suppliers

6 products are linked to the supply of gas, with 4 marketed since 2013 and one since March 2014.

They can be referred to 6 undertakings, 4 of which Italian and 2 in establishment.

The number of insured persons (100,502) was indicated only for two products; of the two, the most significant regards 100,142 insured persons.

The packages have the same general features envisaged for electricity supplies (*all inclusive*, automatic subscription, free of charge, duration related to that of the principal service and automatic withdrawal when the principal guarantee no longer exists); again, it was difficult to find the products in the websites (they were not found in two cases, in the other two they were found with some difficulty).

There are three types of products:

- the object of one product is **reimbursement of the bills for Loss of job** of employees or **total permanent** or **temporary disability** of self-employed workers. It is a basic shifting structure without deductibles or waiting periods with € 1,200 per month maximum coverages within 12 months;
- one product covers the supplier's **General Liability** for damages to users of gas cylinders: a guarantee compulsory by law;
- the remaining products are not linked at all with the supply of gas and – as it is the case for power supplies – they envisage **home care in case of small breakdowns** (e.g. plumbers or persons who fit and repair rolling shutters, technical repairers, security guards but also home reparation in case of theft and robbery etc.) or indemnify against domestic burglary while the user is travelling¹⁵.

¹⁵ Among them there is one product lacking in transparency as regards the date when the insurance cover takes effect, which is not the same as that of the principal service, thus shortening the duration of the guarantee.

Water Suppliers

8 products are linked to the supply of water, with 2 marketed since 2013 (some of them are rather old – since 2000 and 2006).

They can be referred to 6 undertakings, all of them Italian.

They collect a total 679,000 insured persons, most of which are concentrated in two products.

The packages distributed by water suppliers are characterised by certain common aspects. They are, in particular:

- **linked**, since the insurance guarantee is separated from the principal service, with the only exception of a product whose data, however, are inconsistent with each other;
- 2 envisage subscription by **silent assent**, while in the other cases the **express consent** must be obtained in writing or by telephone.
- in most cases **the premium is to be borne by the insured** (the amounts, included in the 30 euros, vary between 3.50 and 7.50 euros);
- in most products the **duration** of the insurance guarantee is **autonomous** with respect to that of the principal service
- most of them envisage **automatic withdrawal** when the principal contract no longer exists.

As to the products' features:

- in three cases it was not possible to find the products, and the valuations are based on the contents of the report sent by the undertaking and on the technical annex;
- the products **are comparable** as to the guarantees offered: the benefit regarding "**financial losses**" envisages (except for one product¹⁶) the payment of excessive water consumption due to hidden leakage calculated according to pre-established parameters (generally speaking the historic mean of the previous period). The user is required to read meters (or has them read) twice a year, and the compensation is reduced according to the delays in reading. Percentage excess or deductibles against average consumption are generally envisaged as well.
- some products envisage a **three-year duration** and the possibility of **annual withdrawal upon a 90/120 days' notice** before expiry.
- as to transparency, only one product containing all useful documents for users was immediately found in the website. For another product it is the supplier which provides the user with an insurance application form with a clear summary of the guarantees offered.

¹⁶ The undertaking classifies such product as fire insurance, although it also covers hidden water leaks. It was not possible to check the reasons for such classification for the contract terms could not be found in websites. Such cover is apparently free for users.

Fact sheet 6 – *Mobile Phones Sector*

- These products are offered by Groups of large retailers, distributors of domestic appliances and by an electronic producer through a subject registered in the list of EU intermediaries to their respective customers when a mobile phone is purchased;
- the insurance covers are offered through collective policies in which the distributors (the commercial partners of companies) act as policyholders. In one case it is a single policy with the policyholder-insured;
- such packages can be optionally entered into by the consumer (*Linked packages*), i.e. they require **express consent**, with the premium shown separately and generally amounting to less than 30 euros. In one case the premium is over 100 euros;
- the insurance information note is provided by the policyholder by handing out to the customer the contract terms or an information note; in one case the delivery of the information note is envisaged;
- the insurance guarantees can be referred to "Other Damage to Property" insurance;
- the duration of the insurance guarantees is generally one year from the date of the purchase proven by the tax receipt;
- withdrawal is automatic in case the good is returned within the deadline laid down in the contract for exercising the option of return; in one case expression of intention is required;
- the packages were marketed mainly between 2009 and 2010, one in 2012 and one 2013.

Going into details:

11 packages can be referred to 4 undertakings, 2 of which Italian and 2 foreign undertakings.

Guarantees cover theft of mobile phone, the fraudulent use of the SIM card (e.g. reimbursement of traffic and sms messages between the moment when the claim is reported and the SIM locked) and accidental damage.

For two products replacement of the damaged device is also envisaged: in one case as an alternative to maintenance, in the other one after underwriting an additional guarantee and paying the relevant premium supplement.

As to duration, one product envisages a 24-months guarantee (in addition to the annual one) starting from the expiry date of the guarantee of the producer against defects of the good.

Fact sheet 7 – Transport Sector

- Insurance products are designed for users of maritime or air transport services;
- they envisage subscription on an individual basis, with **express consent** except for three products, automatically included in the cost of the ticket for the principal service, for which the supplier declares that they are for free;
- generally speaking the **contract terms are available**, even if this is often possible only when calculating the estimate on the web, rather than when surfing the internet site;
- the insurance guarantees can generally be referred to "Sickness and Assistance" insurance;
- they are **collective** policies with a duration related to that of the principal service, for they cover specific events, almost always with automatic withdrawal in case of withdrawal from the principal contract;
- the marketing of certain products started in the period 2004-2006.

Going into details:

On the whole **18 products** were marketed, **10** of which connected with maritime and **8** with air transport services. Most of them have been marketed since 2004 to 2012, one since 2013 and three since 2014.

They can be referred to 5 undertakings, one of which Italian and 4 from the EU.

The packages are characterised by certain common aspects. They are, in particular:

- generally **distinct and autonomous** with respect to the principal (*Linked*) contract, apart from 3 products with automatic inclusion, where the cost of the ticket also includes some guarantees of reimbursement of medical expenses, luggage and personal care;
- apart from the 3 above cases, the products envisage the **express consent** in writing and the **premium** to be borne by the insured for an amount varying between € 31 and € 100;
- the **duration** of the insurance guarantee is related to that of the principal service;
- **11** products envisage automatic withdrawal in case of withdrawal from the principal contract, **1** product envisages an explicit and further application with respect to the principal contract, while no indication was given for the other **6** products.

The products examined are those for which the highest number of insured person was found, which were accessible through internet; the following features were found for such products:

- they are generally multi-risk packages with 4, 5 or 6 coverages;
- the packages' structure is highly **complex** for the presence of different maximum coverages, deductibles or excess for each guarantee in the package and sometimes, also within the same cover, in relation to the various cases envisaged;
- one product, on the other hand, has a clear content and a limited number of coverages;
- the **contract terms** are disclosed when estimating the cost of the ticket.